

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 135	
2. CONTRACT NO.		3. SOLICITATION NO. W81XWH-11-R-0011	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 30 Mar 2011	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014			CODE W81XWH	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 05:00 PM local time 29 Apr 2011
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME LISA SAWYER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 619-6661	C. E-MAIL ADDRESS lisa.sawyer@amedd.army.mil
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	
		17. SIGNATURE	
		18. OFFER DATE	

AWARD (To be completed by Government)

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

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

Section A - Solicitation/Contract Form

THE INCUMBENT CONTRACTOR

This solicitation is a total set-aside among eligible 8(a) concern firms.

The incumbent for this requirement is The McConnell Group, Incorporated.

SCHEDULED SITE VISIT: A Site Visit is scheduled on Wednesday, 6 April 2011 at 12:00 noon local time. To schedule participation in the site visit, provide your name, company and contact information (telephone number and email address) to Ms. Lisa Sawyer at Lisa.Sawyer@amedd.army.mil no later than 3:00 PM on 4 April 2011.

NOTE: All registered participants for the site visit are required to bring a Photo I.D. Additionally, No camera-capable phones or open-toed shoes are allowed inside the USAMRIID facility.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Animal Husbandry Services FFP Animal husbandry services as specified in the Performance Work Statement (PWS) and Appendix 1.	12	Months		
	FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Overtime, Holidays & Emergency Services COST Overtime to include additional hours, evenings, weekends or holidays for all veterinary technician services personnel. Overtime shall be requested and approved in advance.		Lot		
	This CLIN and associated Option CLINs are estimated Not-To-Exceed (NTE) \$15,000 per year.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		

Contractor Manpower Reporting (CMR)
FFP

The Contractor shall fulfill the CMR requirements for the contract period, which includes subsequent optional services, if exercised.

Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed twelve (12) months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. The Unit Identification Codes and DODAACs for each activity for which reporting is required is provided below:

USAMRIID UIC = W4GPAA; DODAAC = W23MYC

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

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Months		

OPTION Optional Vet Support Services (Noncont)
FFP

Optional Veterinary Support Services (Noncontainment).

Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Optional Vet Support Services (Contain) FFP Optional Veterinary Support Services (Containment) Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Optional Vet Support Services (NHP) FFP Optional Veterinary Support Services (Nonhuman Primate (NHP)). Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Optional Lead Vet Support Svcs (Rod/Rab) FFP Optional Lead Veterinary Support Services (Rodent/Rabbits).	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Optional Environ. Enrich. Support Svcs FFP Optional Environmental Enrichment Support Services.	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Optional Animal Fac Qual. Con Support FFP Optional Animal Facility Quality Control Support Services.	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098 OPTION	Transition-In Plan FFP In accordance with Section 4.6 of the PWS, include Transition- In Plan to be executed during the first 30 calendar days after award of the contract. FOB: Destination		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0099 OPTION	Optional Transition-Out Plan FFP In accordance with Section 4.7 of the PWS, the Contractor shall submit an Optional Transition-Out Plan within 90 calendar days after contract award for Government review and approval. FOB: Destination		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Animal Husbandry Services FFP Animal husbandry services as specified in the Performance Work Statement (PWS) and Appendix 1. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1002 OPTION	Overtime, Holidays & Emergency Services COST		Lot		
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Overtime to include additional hours, evenings, weekends or holidays for all veterinary technician services personnel. Overtime shall be requested and approved in advance.

This CLIN and associated Option CLINs are estimated Not-To-Exceed (NTE) \$15,000 per year.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lot		

OPTION

Contract Manpower Reporting (CMR)
FFP

The Contractor shall fulfill the CMR requirements for the contract period, which includes subsequent optional services, if exercised.

Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed twelve (12) months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. The Unit Identification Codes and DODAACs for each activity for which reporting is required is provided below:

USAMRIID UIC = W4GPAA; DODAAC = W23MYC

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

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months		

OPTION

Optional Vet Support Services (Noncont)
FFP

Optional Veterinary Support Services (Noncontainment).

Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Optional Vet Support Svcs (Contain) FFP Optional Veterinary Support Services (Containment) Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Optional Lead Vet Support Svcs (NHP) FFP Optional Lead Vet Support Services (Nonhuman Primate (NHP)). Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Optional Lead Vet Support Svc (Rod/Rab) FFP Optional Lead Vet Support Services (Rodent/Rabbits).	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Optional Env. Enrich Support Services FFP Optional Environmental Enrichment Support Services.	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Optional Animal Fac Quality Supp Svc FFP Optional Animal Facility Quality Control Support Services.	12	Months		
	Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Animal Husbandry Services FFP Animal husbandry services as specified in the Performance Work Statement (PWS) and Appendix 1.	12	Months		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Overtime, Holidays & Emergency Services COST Overtime to include additional hours, evenings, weekends or holidays for all veterinary technician services personnel. Overtime shall be requested and approved in advance.		Lot		

This CLIN and associated Option CLINs are estimated Not-To-Exceed (NTE) \$15,000 per year.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Contractor Manpower Reporting FFP The Contractor shall fulfill the CMR requirements for the contract period, which includes subsequent optional services, if exercised.	1	Lot		

Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See "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 Unit Identification Codes and DODAACs for each activity for which reporting is required is provided below:

USAMRIID UIC = W4GPAA; DODAAC = W23MYC

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

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Optional Vet Support Services (Noncont) FFP Optional Veterinary Support Services (Noncontainment).	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Optional Vet Support Services (Contain) FFP Optional Veterinary Support Servoces (Containment)	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Optional Lead Vet Support Svcs (NHP) FFP Optional Lead Vet Support Services (Nonhuman Primate (NHP)). Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Optional Lead Vet Support Svcs (Rod/Rab) FFP Optional Lead Vet Support Services (Rodent/Rabbits). Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Optional Env. Enrich Support Services FFP Optional Environmental Enrichment Support Services	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Optional Animal Fac Qual Control Svcs FFP Optional Animal Facility Quality Control Services.	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Animal Husbandry Services FFP Animal Husbandry Services as specified in the Performance Work Statement (PWS) and Appendix 1.	12	Months		

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Overtime, Holidays & Emergency Services COST Overtime to include additional hours, evenings, weekends or holidays for all veterinary technician services personnel. Overtime shall be requested and approved in advance.		Lot		

This CLIN and associated Option CLINs are estimated Not-To-Exceed (NTE) \$15,000 per year.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Lot		

OPTION

Contractor Manpower Reporting
FFP

The Contractor shall fulfill the CMR requirements for the contract period, which includes subsequent optional services, if exercised.

Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed twelve (12) months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. The Unit Identification Codes and DODAACs for each activity for which reporting is required is provided below:

USAMRIID UIC = W4GPAA; DODAAC = W23MYC

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

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months		

OPTION

Optional Vet Support Svcs (Noncont)
FFP

Optional Veterinary Support Services (Noncontainment).

Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Optional Vet Support Services (Contain) FFP Optional Veterinary Support Services (Containment) Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	Optional Lead Vet Support Svcs (NHP) FFP Optional Lead Vet Support Services (Nonhuman Primate (NHP)). Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	Optional Lead Vet Support Svc (Rod/Rab) FFP Optional Lead Veterinary Support Services (Rodent/Rabbits).	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	Optional Env. Enrich Support Services FFP Optional Environmental Enrichment Support Services	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	Optional Animal Fac Qual Support Svcs FFP Optional Animal Facility Quality Control Support Services	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Animal Husbandry Services FFP Animal husbandry services as specified in the Performance Work Statement (PWS) and Appendix 1.	12	Months		

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4002 OPTION	Overtime, Holidays & Emergency Services COST		Lot		
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Overtime to include additional hours, evenings, weekends or holidays for all veterinary technician services personnel. Overtime shall be requested and approved in advance.

This CLIN and associated Option CLINs are estimated Not-To-Exceed (NTE) \$15,000 per year.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Lot		

OPTION

Contractor Manpower Reporting
FFP

The Contractor shall fulfill the CMR requirements for the contract period, which includes subsequent optional services, if exercised.

Input of the Accounting for Contract Services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See "Contractor Manpower Reporting" paragraph for specific reporting information. Reporting period will be the period of performance not to exceed twelve (12) months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. The Unit Identification Codes and DODAACs for each activity for which reporting is required is provided below:

USAMRIID UIC = W4GPAA; DODAAC = W23MYC

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

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		12	Months		

OPTION

Optional Vet Support Services (Noncont)
FFP

Optional Veterinary Support Services (Noncontainment).

Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Optional Vet Support Services (Contain) FFP Optional Veterinary Support Services (Containment) Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	Optional Lead Vet Support Svcs (NHP) FFP Optional Lead Veterinary Support Services (Nonhuman Primate (NHP)). Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	Optional Lead Vet Support Svcs (Rod/Rab) FFP Optional Lead Veterinary Support Services (Rodent/Rabbits).	12	Months		
Provide pricing for this optional service in accordance with the PWS, page 10, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	Optional Environ Enrich Support Services FFP Optional Environmental Enrichment Support Services.	12	Months		
Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 OPTION	Optional Animal Fac Qual Support Svcs FFP Optional Animal Facility Quality Control Support Services.	12	Months		

Provide pricing for this optional service in accordance with the PWS, Section 1.3.H.3.
FOB: Destination

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**Performance Work Statement (PWS)
For
Animal Husbandry Services & Other Veterinary Support Services
At
United States Army Medical Research Institute of Infectious Diseases (USAMRIID)**

1. Introduction

The Contractor shall perform the work as described in the Performance Work Statement (PWS). This PWS specifies animal husbandry management, quality control, staffing and operations functions required to support the Veterinary Medicine Division (VMD) within the United States Army Medical Research Institute of Infectious Diseases (USAMRIID). The requirement is for the services of a Contractor to provide “World Class” performance of all animal husbandry and associated services within USAMRIID, Fort Detrick, MD. “World Class” performance meets and exceeds industry standards, and is commensurate with the level of excellence of the scientific mission of USAMRIID, the Department of Defense (DoD)’s Center of Excellence for Infectious Disease Research.

This new contract shall require a sufficient number of fully qualified personnel, with sufficient training and experience, to operate and maintain USAMRIID animal care and use facilities and animals to levels required for continued full accreditation by the Association for the Assessment and Accreditation of Laboratory Animal Care International (AAALACi), meet all USAMRIID Standard Operating Procedures (SOPs), and meet and exceed standards listed in APPENDIX 1.

Performance under this contract shall be evaluated using performance management techniques, to include observation and evaluation of stated desired outcomes, and feedback from “customers” of the Veterinary Medicine Division (the USAMRIID scientific staff and other entities within the VMD), rather than strict evaluation of specific task completion. The ability to make decisions based on performance data analysis is the cornerstone of this type of performance management. This Performance Work Statement (PWS), as well as the Performance Requirement Summary Table (PRST) and Contractor-developed metrics (to be provided by the successful Offeror), shall focus on desired outcomes and not interim process steps. Interim process metrics are delegated to the Contractor, who shall manage processes and practices used to achieve contract outcomes by a Contractor Quality Control Plan. Using an outcome focus provides the Contractor with the flexibility to continuously improve and innovate over the course of the contract, as long as the critical expected outcomes are achieved at the specified levels of performance.

The Association for Assessment and Accreditation of Laboratory Animal Care International (AAALACi) currently accredits the USAMRIID animal care and use program. Maintaining this accreditation without significant deficiency or comments (mandatory findings) during site visits, as well as maintaining animal care without any major/significant findings during the semiannual Facility Inspection and Program Review (FIPR) performed by the Institutional Animal Care and Use Committee (IACUC), is paramount to Total Quality Performance. Maintaining compliance with the Animal Welfare Regulations, DoD regulations, and USAMRIID Standard Operating Procedures, is also required (see APPENDIX 1).

1.1. Performance Work Statement (PWS)

This contract is a true Performance-Based Service Contract in that it: (i) Tells in the Performance Requirements Summary Table (Section 2) what needs to be done; (ii) The Performance Standards tell how well performance is to be done by specifying the outcomes and deliverables expected for and from these services; and (iii) The Method of Surveillance, or Measurement Technique in the Quality Assurance Surveillance Plan (QASP) tells how performance shall be assessed against the standard.

Much reliance is placed on the current SOPs of the USAMRIID Veterinary Medicine Division (VMD). However, the Contractor shall have the ability and opportunity to suggest revisions to the SOPs to include the manner and methods of work to be used during performance to meet the quality and requirements standards.

The only exceptions to outcome-focused process review procedures shall be those services and performance items required by law (local, state, and federal) and compelling business situations, such as safety and security issues, that the Contractor shall follow. The Contractor shall maintain strict adherence to current and rewritten USAMRIID SOPs for laboratory animal care and other associated guidelines as required by the contract terms and conditions. All safety and other selected objectives, as appropriate, shall be incorporated into the Contractor's Quality Control Plan. The Contractor shall furnish and otherwise accomplish all things necessary for, or incident to, the complete performance of the work as described throughout this PWS and the contract provisions.

1.1.1. Scope of Work

The Contractor shall provide animal husbandry, cagewash, veterinary support, glassware, enrichment support services support, and sanitation quality control services for the following United States Army Medical Research Institute of Infectious Diseases (USAMRIID) animal facilities. Animal husbandry, cagewash and glassware, and Large Animal veterinary support services are core services to be provided; Environmental Enrichment support services Support (EET), conventional laboratory species Veterinary Support, and Animal Facility Quality Control Support Services Support services are additional services that shall be added as required during the life of the contract.

Animal husbandry, cagewash, veterinary support, and enrichment support services support personnel who are animal biocontainment (Animal BioSafety Level (ABSL)-3 and ABSL- 4) qualified are also additional services required by this contract that shall be exercised as required during the life of the contract.

Services shall be performed in any or all of the animal holding rooms, corridors, storage rooms, and other support areas controlled by the VMD within Buildings 1425, 1412, 1408, and the Large Animal Research Facility (LARF). All buildings are located at Fort Detrick, Maryland 21702; the LARF is located at a remote location on Fort Detrick, approximately 10 minutes driving time from the other buildings.

Husbandry and cagewash services: Animal husbandry and cagewash services are to be provided primarily in Buildings 1425, 1412 and 1408. Building 1425 is a combination of conventional or low level animal biocontainment (Animal Biosafety Level 2, ABSL-2) and high level animal biocontainment, Animal Biosafety Level (ABSL) 3 and ABSL 4 space, including a cagewash and animal holding areas. Building 1412 has ABSL 2 and ABSL 3 spaces.

Non-containment areas in Building 1412 (i.e., ABSL-2 or less) consist of 1) a cagewash area of approximately 1100 square feet with one tunnel washer, one rack washer, and one small autoclave, and one rack-size autoclave installed adjacent to the cagewash area, 2) animal holding rooms comprising approximately 5500 square feet in 25 rooms and 3) corridors and elevators adjacent to the animal rooms and cagewash area.

Building 1408 is currently an ABSL-2 (i.e., non-containment) facility and consists of 1) a cagewash area of approximately 1700 square feet with one rack washer and an autoclave, 2) animal holding rooms comprising about 4500 square feet in 8 rooms, and 3) corridors adjacent to the animal rooms and cagewash area.

Glassware services are to be performed primarily in Building 1425. The glassware facility consists of approximately 1800 square feet; equipment includes glassware washers and dryers, an autoclave and a dry oven.

Veterinary support services are to be provided in any USAMRIID animal room or laboratory, ranging from clean barrier to conventional housing (through containment ABSL-3 and ABSL-4 areas, if option is exercised), to the Large Animal Research Facility (LARF), as directed by the Contracting Officer's Representative (COR) or his/her designated representative.

The LARF is a farm type facility for housing of and research involving goats and other livestock species. It is composed of barns, warehouses, laboratories, and pasture and is located approximately 2 miles from the main USAMRIID campus. If contract personnel participate in the Special Immunizations Program and Personnel Reliability Program (PRP - Biosurety), they can also participate in work in the containment (ABSL-3 and ABSL-4) portions of buildings.

During the life of this contract, the Institute will be preparing to move to a new facility. This new facility is located adjacent to the current facility. The new facility is significantly larger and will require additional animal care staff for full operation. During the life of this contract, move-in to the new facility may occur, requiring staffing of both facilities to some level while office and animal holding areas are being moved. This move-in phase could take as long as one year. The actual date of such changes will be provided to the contractor at least 3 months in advance to allow for planning for increased staffing.

The Offeror will provide a detailed plan for increased staffing during this period to the Government to demonstrate they possess capability to fully staff both facilities.

The services provided shall include:

- 1) routine animal care (husbandry, nutrition, enrichment support services, hygiene and record keeping);
- 2) sanitation and cleaning of all equipment and animal facilities;
- 3) animal handling, restraint, standard laboratory animal procedures;
- 4) technical support/other program support for animal handling and health surveillance, as required by the contract directives;
- 4) maintenance of all related equipment;
- 5) operation of the glassware cleaning and storage facility; and
- 6) development and use of a Contractor quality control program to ensure contractor compliance with all performance objectives, requirements and thresholds

Continuous “World Class” quality animal care is the goal and shall be provided in strict compliance with federal, state and local regulations and other guidelines listed in APPENDIX 1. Experimental animals shall be maintained under carefully-controlled conditions to allow for accurate interpretation of research results. Consequently, it is essential that the animal colony be properly *and consistently* maintained to avoid any situation or condition such as delayed recognition of animal disease or distress, animal identification problems, and escaped animals, to name just a few, which might adversely affect experimental data or not comply with applicable standards listed in Appendix 1.

1.1.2. Hours of Operation

Normal working hours are Monday through Friday 7:00 AM – 3:30 PM, with 0.50 hour lunch, or 7:00 AM – 4:00 PM with a one hour lunch. If duties are performed on Saturdays, Sundays, and holidays, work shall be completed between 5:30 AM and 1:00 PM.

Animal caretaking services are required 7 days a week, regardless of weather or other existing conditions.

Glassware and cagewash services are required Monday through Friday except in emergencies, when services shall be required on weekends and holidays. Examples of emergencies include (but are not limited to) weather-related facility closures, equipment failures, or implementation of the Institute’s Emergency Plan due to natural disasters, national emergencies, or similar events (see paragraph 1.3.J below).

Veterinary support and enrichment support services support duties, if option is exercised, shall also be required during additional hours on evenings, weekends or holidays, on a schedule that shall be published in advance. In the event of emergencies, as described above, these personnel shall be called in on short notice for additional work hours at the overtime rate.

Overtime for all personnel shall be requested through and approved by VMD management in advance of the overtime period. The Contractor’s designated Contract Management Services or Deputy Manager shall ensure

prompt notification of VMD management when an overtime situation exists, to ensure appropriate approval procedures are followed.

1.2. Animal Usage

Different species of rodents, rabbits, livestock, and both Old and New World nonhuman primates (NHPs) shall be used in a wide variety of experiments and regulatory testing that shall include microbiological and biohazard procedures. USAMRIID conducts scientific investigations using laboratory animals in two main areas: (i) infectious diseases, including ABSL-3 and 4 agents and (ii) biodefense strategies, also with ABSL- 3 and 4 agents. It is essential that the care and use of these animals conforms to all applicable rules and regulations and meets acceptable humane standards. Other species of animals shall be housed from time to time if needed to meet the requirements of the Institute. The average daily numbers of animals that shall be cared for under this contract are estimated as follows:

Old World Nonhuman Primates	450-600
New World Nonhuman Primates	50-200
Rabbits	50
Rodents (mice, rats, guinea pigs, hamsters)	1000-3000
LARF animals (alpacas, goats, horses, sheep)	50-90

1.3. Functions to Be Performed

Care of Animals and Operation of the Facilities

The main functions the Contractor shall be required to staff, unless otherwise directed by the COR, are outlined as follows. **See paragraph 4.1.3.1. for required AALAS certification for all positions.**

- 1.3.A. Animal Care
- 1.3.B. Receipt of animals into the facility and assistance with removal of animals from the facility
- 1.3.C. Feeding and Watering of Animals and, under direction of the Environmental Enrichment support services Support (EET) and NHP veterinarian OIC, assist with all aspects of the Environmental Enrichment support services Program
- 1.3.D. Handling and Restraint of Animals
- 1.3.E. Sterilization, Sanitation and Cleaning of Animal Caging, Equipment and Facilities
- 1.3.F. Animal Health Surveillance/ Environmental Monitoring
- 1.3.G. General Animal Equipment Maintenance
- 1.3.H. Veterinary Support (LARF) Services
 - 1.3.H.1. Transport Services (full time)
 - 1.3.H.2. Farm Manager/Warehouse Management Services

1.3.H.3. OPTIONAL SERVICES: Veterinary Support (conventional laboratory animal species); Veterinary Environmental Enrichment support services Support (EET); Animal Facility Quality Control Support Services Support Services; Transport Services (optional positions, request separate CLINs)

- 1.3.I. Glassware Services
- 1.3.J. Emergency Services
- 1.3.K. Full Time Services
- 1.3.L. Providing Administrative Information
- 1.3.M. Training Of Personnel
- 1.3.N. Medical Requirements
- 1.3.O. Personnel Background Investigation
- 1.3.P. Security
- 1.3.Q. Repairs and Preventive Maintenance of Large Mechanical Equipment

- 1.3.R Vehicle Operation (Intra/Extra Facility): Transport of Animals, Food, Supplies, Equipment and Miscellaneous (by vehicle/hand cart/truck); to include all applicable licenses to legally operate machinery (including, but not limited to, forklifts, CDL required trucks and farm machinery)
- 1.3.S Contractor Management, Control and Supervision
- 1.3.T Contractor Quality Control (QC)
- 1.3.U Safety Programs and Safety Training
- 1.3.V Accident/Injury Incident Reports
- 1.3.W Occupational Health and Safety
- 1.3.X Logistical Support (Receipt, Stocking, Inventory and Maintenance)
- 1.3.Y Provide Qualified Personnel
- 1.3.Z Maintain AAALAC Accreditation
- 1.3.Z.1. Following, implementing and reviewing SOPs

Operational Functions for Animal Husbandry

1.3.A. Animal Care

Outline of Responsibilities: The purpose of this contract is to assist USAMRIID with the management of the Animal Care Program. Direct animal husbandry and veterinary care at USAMRIID is executed by the Veterinary Medicine Division (VMD), which is specifically concerned with the care of all animals maintained in the Institute. The Contractor shall furnish an on-site Contract Management Services and Deputy Manager to ensure the necessary on-site management and personnel for performance of all contract duties. One of these two personnel shall be physically located on site at all times when any Contractor-employed personnel are on site. Again, the intent of this contract is to establish and maintain a program to provide "World Class" animal husbandry and animal care for all animal species housed at USAMRIID.

1.3.B. Receipt of Animals and Removal of Animals from the Facility

Outline of Responsibilities: The Contractor shall be responsible for receiving, examination, verification and caging of all incoming laboratory animals to Building 1408, Building 1412 and Building 1425. The Contractor shall provide the Contracting Officer's Representative (COR) with animal census reports, in a mutually-acceptable format, by email at the contract start date, and daily thereafter to the Chief, Department of Animal Husbandry, with copies sent to other individuals as specified by VMD management.

The COR shall notify the Contractor with a due-in report of requirements for all logistical support required, including animal caging and space requirements, for new animal studies. The Contractor shall determine the need for additional cages, as well as, assist in creating and placing identification labels or other identification; screen health reports for rodents and rabbits for positive test results; and perform physical inspection of incoming animals for food/water source, heat prostration, cold injuries, dehydration, traumatic injuries, abnormal discharges, character of hair coat, posture, birth during transit, or any other abnormal conditions, and shall immediately report abnormal conditions to the Chief, Department of Animal Husbandry and others as specified by VMD management.

Room designations and quarantine procedures for incoming animals shall be strictly adhered to in accordance with the SOPs. After quarantine procedures have been met, animals shall be transferred to designated rooms. Contractor shall cage animals in Government-provided caging, ensure appropriate floor-space and height, and correctness of feed and water receptacles, of all cages *prior* to placing animals in caging, in accordance with USAMRIID and NRC Guidelines, and SOP requirements. No deviations from specified caging requirements shall be made without the approval of the COR.

Monitor animals twice daily, a minimum of 6 hours apart. Report abnormal animal conditions to the Chief, Department of Animal Husbandry, the veterinarian-Officer In Charge (OIC) for that animal colony, and the COR without delay. Report any SOP deviation to the COR or his/her designee as soon as practicable.

On weekends, holidays, and emergency/unscheduled closures of the military post, a minimum of once-daily observations shall occur unless special circumstances require twice-daily observations for a specific length of time. For NHPs observations will occur twice daily, regardless of weather or other factors, since twice daily feeding of NHPs will always occur except in special cases under direction of the Director, VMD. Provide environmental enrichment support services every day, in accordance with the applicable SOPs and EEP, to all animals.

1.3.C. Feeding and Watering of Animals

Outline of Responsibilities: The Contractor shall provide daily watering, and feeding (of Government-provided diets) and twice daily observation of all animals held in USAMRIID facilities, as directed by the COR. Execute Environmental Enrichment support services Program in compliance with SOPs and as directed by COR, the OIC of the Nonhuman Primate (NHP) section, and/or the Environmental Enrichment support services (EET) Support.

This is a 365 day a year, 7-day-a-week function, regardless of weather or other adverse conditions existing outside or inside the Institute. Strict compliance with applicable SOPs in the USAMRIID series Animal Care (AC), Administration and Reporting (AD), Equipment (EQ), Facilities (FC), Safety (SA), and Security Plans and Operations (SO) is required for food and water, unless otherwise directed by the COR.

Have water available at all times; assure all automatic watering systems are working properly daily. No bottle from one cage shall be used for any other cage. Do not refill water bottles unless expressly permitted by certain SOPs. Keep feeding and watering devices clean and uncontaminated, or provide clean devices daily, in accordance with SOPs and other references at Appendix 1.

1.3.D. Handling and Restraint of Animals

Outline of Responsibilities: The Contractor shall have qualified personnel who are capable of competently (which includes safely) restraining the species with which they are working; they shall be available for capturing in-cage, re-capturing, handling and restraint of all animals as needed. Contractor staff shall properly capture and restrain animals, without causing pain or injury, handle and restrain animals for experimentation and /or treatment by a veterinarian or veterinary support or investigator, and capture and handle all animals for the purpose of cage changing.

1.3.E. Sterilization, Sanitation and Cleaning of Animal Caging Equipment and Facilities:

Outline of Responsibilities: The Contractor shall keep animal facilities clean and free of contaminants. This includes, but is not limited to, changing of bedding, washing and sanitizing cages; and autoclaving equipment, feed, bedding, water and other materials and supplies as indicated by the contract requirements. Comply with applicable AC, AD, EQ, FC, SA and SO series USAMRIID SOPs.

The Government shall provide cleaning agents, disinfectants and all logistical materials and equipment to clean and keep all areas covered by the contract free of dirt, debris and contamination. Sanitation of animal rooms, procedure rooms and interior corridors shall be coordinated with the researchers, to not unnecessarily interfere with research projects.

More frequent mopping or sweeping shall be necessary if the areas become soiled. On occasion, special cleanings shall be required. Animal rooms are to be cleaned daily Monday-Friday and as requested by the COR on weekends and holidays. A detailed schedule for all cleaning and sanitation shall be developed as part of the Contractor's Quality Control (QC) Plan and Program as prescribed in this PWS, and the Directives, Guidelines and SOPs of the contract. The schedule shall cover at least the following assigned areas: cage washing rooms, sinks, corridors, refrigerators and walk-in coolers, storage areas, office and break areas assigned for Contractor use, elevators and elevator areas, and autoclave areas.

Maintain a same-day cage washing service. All equipment received up to 2:45 PM shall be cleaned and not held over for cleaning the next day (exceptions only with approval of the COR). Cagewash services shall be provided only on Monday-Friday except in emergencies as requested by the COR.

Maintain records of the temperatures for each assigned autoclave load, using the summary read-out heat tapes for all autoclave equipment cycles. Maintain a daily log for each cage wash machine to contain the heat tapes used in the cagewash as temperature indicators. Use and record any bacteriological monitoring required for autoclave, cagewash or glasswash equipment use. Notify Chief, Department of Animal Husbandry and the COR immediately if equipment fails any heat or bacteriological monitoring test.

Personnel working on the dirty side of the cage wash area are prohibited from entering the clean side of the cage wash area, unless they shower and change uniforms. Personnel working on the clean side of the cage wash area are prohibited from entering the dirty side of the cage wash area, if intending to return to the clean side that day (unless a shower and clothing change immediately precede the re-entry into clean side cagewash).

Medical pathological waste from the animal rooms shall be delivered, along with all animal waste and carcasses, to the designated area for disposal. Animal carcasses, general, medical, pathological, chemical and radioactive wastes shall be disposed of in accordance with USAMRIID policy and documented as required by the SOPs. Hazardous waste shall be rendered safe by autoclaving or other appropriate means before removal from the animal facility. As per current SOP, change cages with absorbent bedding to keep animals clean and dry and to minimize odors. Contractor and COR or his/her designees shall jointly designate change days or periods not specified in the SOPs. Ensure management procedures within the animal rooms, storage and other areas do not encourage the harborage of vermin. Report the presence of vermin to Chief, Department of Animal Husbandry and Facilities Personnel immediately by phone and/or e-mail, and maintain a log of all calls.

1.3. F. Animal Health Surveillance/Environmental Monitoring

Outline of Responsibilities: Contractor shall perform observations of animal health twice daily, or as directed by the COR, and notify USAMRIID veterinary staff of any animal health or disease problems. During the course of animal care, check cages at least twice daily for animals which shall be moribund, dead or have conditions such as tumors, sneezing, nasal discharge, diarrhea, weight loss, bleeding, vomiting, injuries, or other abnormalities. Record these conditions as required and notify the COR and/or the Chief, Department of Animal Husbandry or his/her designee, of all unexpected deaths or illness. Assist in the health monitoring program and sentinel surveillance program for rodents. Monitor environmental conditions in animal rooms and report immediately conditions outside of acceptable ranges listed in the Guide for the Care and Use of Laboratory Animals (NRC, 2010, and as revised). Monitor the effectiveness of cage, rack and equipment sanitation procedures, and proactively identify and correct possible sources of spontaneous diseases. Establish and follow a sanitation monitoring program to ensure that adequate sanitation procedures of the equipment and physical plant are being accomplished.

1.3. G. General Animal Equipment Maintenance

Outline of Responsibilities: Contractor shall be responsible for routine preventative maintenance of all animal equipment used by Contract personnel, and for notifying the Government COR when repair beyond the contract requirement is needed. The Contractor shall perform routine operator/user-level maintenance and repair carts, rodent racks, etc., including periodic lubrication of casters. The Government shall provide repair parts and supplies. The contractor shall furnish a written parts requirement list to the COR or designated representative for all equipment parts required or needed for repairs and for parts to maintain bench stock levels. Maintain and provide minor repairs to the automatic watering and flushing systems; replace valves and broken sections of supply tubing and replace filters in the pressure reducing stations as specified in the operations manual. Unpack, wash and assemble new caging, equipment and accessories as needed.

1.3. H Veterinary Support Services (Large Animal Research Facility, LARF).

- a. (Large Animal). Provide veterinary technical services to the LARF. Services are provided to

individual investigators, or Veterinary Medicine Division personnel when coordinated through the COR and Contractor management. Performance of services shall be in LARF, at level ABSL-1 and ABSL-2. No ABSL-3 or ABSL-4 work will be performed by these personnel.

Personnel will be capable of performing standard veterinary procedures without assistance or supervision on the following species; horses and small ruminants; and capable of acquiring proficiency within a reasonable time period (30 days after employment), for other major farm species and waterfowl.

Procedures include (but are not limited to): administration of medications or other substances by injection, orally, or topically; anesthetic monitoring and euthanasia; providing assistance in radiographic and surgical procedures; collection of blood and other biosamples; creating entries in medical records (to include Good Laboratory Practices (GLP)-compliant entries), conduct of health checks, and performance of handling and restraint of animals.

In addition, LARF veterinary supports will be required to perform the following ancillary duties in support of LARF operation, or have the following skills:

- a. Safely operate farm machinery and implements, to include tractors, hay spreaders, and similar items. Training will be provided by USAMRIID personnel and supports will be expected to acquire proficiency within 60 days of start of employment.
- b. Must possess a valid civilian Transport Service's license and be capable of acquiring proficiency in driving a large pickup truck and horse/small livestock trailer within 60 days of employment. Training will be provided by USAMRIID personnel.
- c. Assist Government and other Contract staff as frequently as daily ensuring cleaning of up to 8 horse stalls and all barn areas, in accordance with VMD SOPs. Training will be provided by USAMRIID personnel.
- d. Performing duties in a barn environment, to include periods of inclement weather (feeding and watering occurs 365 days a year without fail).
- e. Possess a general working knowledge of Microsoft Office products; be able to use Outlook email functions (receive/write/send), and conduct other basic computer activities that support their technical duties.

See paragraph 4.1.3.1. for required AALAS certification.

1.3.H.1. Transport Services (full-time).

This transportation service is required as full-time because most VMD driving missions occur on short notice. Duties involve transport of multiple shipments of items on a daily basis, within and outside USAMRIID.

These services shall conduct all activities associated with moving animals, supplies and equipment between USAMRIID operational sites, and USAMRIID and other external entities, or between other locations, as required. Transport Services may be required to cross state lines in conduct of duties. Transport Services must have training and experience in transport of laboratory animals, to include training and experience in ensuring compliance with the Animal Welfare Regulations during transport. Individual must be able to work unrestricted with any species of laboratory animal used at USAMRIID. Specific duties include assisting in transport container preparation for animal movement, ensuring full preparation of vehicles for animal or equipment transport, loading and unloading of animal crates, cages, or other transport containers, loading and unloading of equipment and supplies.

During times when not actively driving, the Transport Services shall conduct other duties required for logistical support of the Division. These duties may include, but are not limited to, taking inventory of equipment or materials stocked by the contract or government, replenishment of stockage of basic expendable supplies such as PPE or similar, moving equipment requiring calibration to and from medical maintenance support locations, and transporting materials between building via cart or other conveyance.

Individual must also be able to meet all standards as set in paragraph 1.3.R of this document regarding operation of government-owned or government-provided vehicles, PRIOR to starting work under this contract.

Individual must be in possession of licenses allowing operation of all VMD-owned general transport vehicles, and capable of driving all other smaller general transport vehicles and carts as required.

1.3.H.2. Farm Manager/Warehouse Management Services. This individual is responsible for management of all duties and farm maintenance and warehouse operation activities occurring in the Area B/research farm areas of USAMRIID. Manager has the authority to direct LARF supports to assist in accomplishment of these duties as required. Other duties include the following:

a. Monitor stocks of feed and feed supplements and place orders with VMD supply personnel as necessary to maintain adequate supplies on hand. Ensure proper storage conditions of all feedstuffs. Check salt and mineral blocks on a weekly basis and replace as needed. Ensure that all watering devices (including automatic watering troughs, buckets, etc.) are maintained in a sanitary and proper working condition. Assist the TOCOR and VMD personnel assigned to the LARF in determining approximate number of square hay bales needed each year based on existing or predicted animal numbers.

b. Develop a sanitation schedule for all large animal facilities and assist in sanitizing the facilities. Sanitizing includes, but is not limited to, cleaning of indoor and covered barn areas, steam cleaning of indoor barn areas as required, and cleaning of portable animal sheds and farm equipment as needed.

c. Be familiar with normal behavior and health parameters of all farm animals to include, but not limited to goats and horses. Report any abnormal behavior or signs of clinical illness immediately to the veterinarian in charge of the LARF or other available VMD veterinarian.

d. Perform routine animal husbandry procedures such as hoof trimming on goats as necessary to maintain their hooves in a normal, healthy condition. Assist with vaccination and deworming procedures.

e. Assist animal supports and veterinarians by providing restraint of animals for treatments and examinations. Use proper restraint methods that minimize animal stress and discomfort and maximize personnel safety.

f. Monitor condition of and make minor repairs to fences located on farm property to ensure animal safety and prevent escape. Notify the TOCOR or VMD personnel assigned to the LARF if more than minor repairs are needed.

g. Maintain pastures, to include but not limited to dragging pastures for parasite control, mowing pastures as necessary for weed control, and coordinating and keeping records of pasture rotation to minimize parasite loads. Collect soil samples from all pastures on a yearly basis and submit for analysis as directed by the TOCOR or veterinarian assigned to the LARF. Determine appropriate grass seed type and apply as needed to ensure proper reseeding of pastures. Determine the need for and perform plowing under and reseeding of pastures using crop rotation schedules that maximize pasture nutritional properties.

h. Monitor VMD supply usage and stock levels in the warehouse. Use Excel or similar spreadsheet program(s) to accurately and effectively communicate supply shortages and overages to management, including generation of a weekly Excel-based report for management, indicating current supply inventory.

i. As needed/requested, collect supplies or equipment from warehouses or loading docks and distribute to the point of use and/or storage by established deadlines.

j. Establish a manure pile for future use as a fertilizer on pastures. Spread manure in a timely manner to prevent buildup of manure and excessive odors, and to minimize fly breeding conditions.

k. Monitor the sewage pit and notify the TOCOR of the need for pit emptying as needed, providing a minimum of 3 weeks lead time.

- l. Operate farm and warehouse equipment including, but not limited to VMD box truck, dual-axle pickup truck, tractors, skid loader, manure spreader, mower, plow, cultivator, disc, seeding equipment, bush hog, pallet jack, horse trailer, and forklifts. Be licensed, trained and/or certified to operate all LARF equipment. A commercial Transport Services' license is required for performance of these duties. Certifications, including commercial Transport Services' license (CDL), are at the expense of the contractor.
- m. Perform operator level maintenance and repair on farm equipment and all vehicles as listed above. Keep maintenance schedules on all equipment and record all maintenance and repairs performed.
- n. Dispatch both the VMD box truck and farm pickup from motor pool on a monthly basis.
- o. Coordinate with in-house or outside sources to perform routine maintenance or repair equipment as needed.
- p. Monitor LARF buildings and perform minor maintenance and repairs. Notify the TOCOR and VMD personnel assigned to the LARF if more than minor repairs are required.
- q. Provide training to USAMRIID personnel as requested by the TOCOR. Some areas of instruction may include, but are not limited to, animal restraint, hoof trimming, and safe operation of farm equipment.
- r. Load and unload horses or other VMD animals and transport them to and from Fort Detrick locations and/or other facilities as directed by the TOCOR.
- s. Coordinate with Post Pest Control to control pests at the LARF.
- t. Establish, maintain, and perform a mowing schedule based on acceptable grass height of four to seven inches. Monitor and remove noxious weed species, such as purple thistle.
- u. Train personnel as directed by COR or VMD Non-Commissioned Officer-in-Charge on farm equipment to include tractors, implements, skid steer, chainsaw, snow throwers, and other related farm and warehouse equipment. Maintain training records to ensure equipment is only operated by trained personnel.
- v. Send and receive VMD caging, caging racks, and related animal care equipment to and from the warehouse. Maintain limited access to the warehouse. Maintain a clean, organized warehouse. Conduct other warehouse coordination activities required to meet USAMRIID Division of Logistics requirements.

1.3.H.3. OPTIONAL SERVICES: Veterinary Support Services (Non-Containment, Containment); Veterinary Environmental Enrichment support services Support Services; Animal Facility Quality Control Support Services Support Services. All positions are optional services that shall be listed as separate CLINs, which may be exercised during the term of the contract. Offeror shall provide pricing for these optional services, for the total number of individuals as specified below.

Each of the below positions are optional, listed in a separate CLIN, and hired as required based on needs of the VMD.

Outline of Responsibilities:

- 1) Veterinary Support Services : Provide veterinary technical services to individual investigators or Veterinary Medicine Division personnel when coordinated through the COR and Contractor management. Performance of services shall be in any area of the Institute, but ABSL-3/4 –qualified individuals shall be listed in a separate CLIN (see below). All veterinary supports provided by the Contractor shall be capable of performing standard veterinary procedures without assistance or supervision, to include (but not limited to): administration of medications or other substances by injection, orally, or topically; anesthetic

monitoring, surgical procedure assistance, and euthanizing animals; providing assistance in radiographic and surgical procedures; collection of blood and other biosamples; creating entries in medical records (to include Good Laboratory Practices (GLP)-compliant entries), conduct of health checks, and performance of handling and restraint of animals. In addition, familiarity with surgical suite maintenance and the ability to learn additional skills in this area are desired. Provision of veterinary support services shall generally be Monday – Friday; however, weekend, holiday, or evening hours shall be periodically required, as per published schedule; and emergency overtime shall be required in emergency situations to support the research mission. **See paragraph 4.1.3. for required AALAS certifications for each separate position listed below.**

- a. Veterinary Support Services (non-containment). Veterinary support capable of performing duties listed above in non-containment (i.e., ABSL-2 conditions). The Contractor shall provide pricing for a total of 2 (two) non-containment veterinary supports. These supports will NOT be enrolled in the Special Immunization Program (SIP) or the PRP/Biosurety.
 - b. Veterinary support capable of working in BSL-3 and 4 areas (i.e., enrolled in the Special Immunization Program/SIP and PRP/Biosurety) shall be listed in a separate CLIN. Offeror shall provide pricing for a total of 2 (two) BSL-3/4-capable veterinary supports.
 - c. One lead veterinary support (NHP) and one lead support (rodent/rabbit) shall be listed in separate CLINs. Offeror shall provide pricing for a total of 1 (one) Lead Rodent/Rabbit Support and 1 (one) Lead NHP Support.
- 2) Environmental Enrichment support services Support/Manager: Under direction of the COR and OIC, Nonhuman Primate Section, shall: manage all aspects of the VMD Environmental Enrichment support services Program (EEP); to include creating, reviewing, and updating the division's enrichment support services SOP, enrichment support services schedules, and other technical documents and plans, based on scientific data and veterinarian direction; provide daily, direct oversight of EEP execution; participate in execution, as required, as a secondary part of duties; and perform veterinary support duties as time allows. The individual(s) shall have formal training in, and at least 4 years hands-on experience in execution of NHP environmental enrichment support services programs that comply with the Animal Welfare Regulations (9 CFR, as amended) and The Guide (NRC, 2010, and as revised), as well as other applicable regulations. Enrichment support services Supports also perform veterinary support duties (non-containment duties only) and as such shall possess the minimum qualification of a NHP-qualified veterinary support as described in other parts of this PWS. Offeror shall provide pricing for 1 (one) Environmental Enrichment support services Support/Manager. **See paragraph 4.1.3.1. for required AALAS certification.**
- 3) Animal Facility Quality Control Support Services Support. This individual shall, under guidance of the COR and Chief, Department of Animal Husbandry, ensure execution in accordance with all applicable SOPs and other regulations, of the following:
- a. Rodent and rabbit health surveillance programs (sentinel and quality control programs)
 - b. Sanitation quality control programs for all cagewash, glasswash and autoclave equipment in all VMD facilities.
 - c. Screen incoming rodent and rabbit health reports for any issues that need to be reviewed by a veterinarian or the COR. Ensure immediate notification of the attending veterinarian or COR, rodent/rabbit ordering Point of Contact (POC), and others as required; follow up for resolution of issues (disposition of animals).
 - d. Act as POC for immediate action for any breach of these programs, or related SOPs. In cooperation with Chief, Department of Animal Husbandry, coordinate with appropriate USAMRIID staff (or equipment vendors) for resolution of issues. Report status to Chief, DAH, COR, and other involved parties until issue is resolved.
 - e. Create and maintain all documentation for the above activities, ensuring compliance with Association for Assessment and Accreditation of Laboratory Animal Care, International

(AAALACi), Institutional Animal Care and Use Committee (IACUC), SOP and other applicable requirements for documentation.

Offeror shall provide pricing for 1(one) Animal Facility Quality Control Support Services Support. **See paragraph 4.1.3.1. for required AALAS certification**

1.3.I. Glassware Services

Outline of Responsibilities: Contractor shall receive, clean, sanitize, sterilize (when required), dry and store all Institute glassware using Government-provided equipment and materials. Contractor shall perform operator maintenance on equipment and maintain glassware area free of dirt and debris and shall dispose of waste in compliance with USAMRIID policy. Contractor shall receive and unpack new glassware, maintain an inventory of glassware on hand, and notify the COR when items need to be ordered. Contractor shall maintain a system to document and support Quality Assurance programs associated with glassware processing. This includes correctly executing all required heat-monitoring or bacteriological-monitoring quality control systems, in accordance with SOPs; notifying the Chief, Department of Animal Husbandry, of any deviation from normal results; and ensuring resolution of any deviations prior to continuing use of equipment. Operation of glassware services shall only be conducted Monday-Friday except in emergencies as requested by the COR.

1.3.J. Emergency Services

Outline of Responsibilities: The Contractor shall be on-call 24 hours per day, 7 days a week, 365 days per year in maintaining the care and health of the laboratory animals as required by the terms and conditions of this contract. All requests for emergency services beyond normal duty days or hours shall be ordered by the COR. The Contractor shall maintain an emergency phone roster to mobilize 50% of routine daily personnel to report on-site within two hours of notification by the Government, with up to 75% of personnel available within 24 hours. In addition to the 50% mobilization listing, Contractor shall provide to the COR a full alert roster notification list showing all employees and their contact phone numbers and addresses.

“Surge” capability: Surge capability shall be provided as requested for times of increased workload. This increased capability shall be provided in the form of additional fulltime personnel or, if agreed to in advance by both the Government and the Contractor, additional half-time personnel. Local (within commuting distance) personnel shall be used whenever possible; when Contractor cannot provide local personnel, wages and normal employee costs will be paid by the Government, but travel, lodging or related costs associated with non-local personnel shall be borne in full by the Contractor.

1.3.K. Full-time Service

Outline of Responsibilities: The Contractor shall provide all required services on a full-time basis to meet the contract work quality standards and requirements of USAMRIID animal facilities, even when employees are on vacation, or sick leave, to include weekends and holidays.

As stated elsewhere, cagewash and glassware services are to be provided Monday through Friday only, except in emergencies as requested by the COR. Caretaker services shall be provided 7 days a week, 365 days a year.

Veterinary Support services, Environmental Enrichment support services Support (EET) services, and Animal Facility Quality Control Support Services Supports duties, shall typically be provided Monday through Friday during normal specified working hours. If exercised by the Government, Veterinary Supports and EET services shall be provided at other times, as per published schedule, or shall be required with little advance notice (as overtime) when requested by the COR.

Overtime estimates (total) for veterinary supports and EESS = not more than 200 hours per year for Large Animal Research Facility (LARF); not more than 50 hrs per individual, summed for all veterinary supports, for all other areas of USAMRIID.

Provide a company organizational chart with name, title, position and location at contract start and update monthly or whenever there is staff change-over.

Personnel management and ensuring full-time staffing: The following are all acceptable means by which the Contractor may fulfill the requirement to have full staffing at all times, 365 days a year:

1. Use of prudent overtime, at no additional cost to the Government (except for veterinary support services). The Government shall not pay for overtime requested because of a failure to fully staff the VMD during normal duty day. Overtime will be paid by the Government in those bonafide emergency circumstances, when veterinary support or caretaking duties must be continued without delay due to the urgency of the situation; or as otherwise approved, *in advance*, by the COR.
2. Standby employees
3. Shift rotation
4. Any other allowable procedure established by the Contractor and approved by the Government in advance of execution.

A fail-safe procedure shall be included in the Contractor's Quality Control Plan to ensure adequately staffed crews are available every day of the year to provide essential animal husbandry services and non-interrupted animal protocol support. This support shall include, but is not limited to, feeding, watering, environmental parameter checks and twice-daily observations.

Performance to reduced standards is authorized on Saturdays, Sundays, holidays, during inclement weather or other emergencies, and during Institute stand-downs. On Saturdays, Sundays, and holidays, staffing, to be determined by the Contractor, shall be the number of employees required to safely and efficiently perform tasks essential to the health and well being of the animals without any loss of the expected level of "World Class" care. Other tasks, such as changing cages or bedding, shall be done on weekends or holidays if a problem is identified. Problems include excessively dirty or wet bedding from a faulty water valve ("Lixit") or leaking water bottle or a broken cage. In the event, there is a holiday announced other than recognized Federal Holidays, the Contractor shall provide sufficient staff to perform essential services to reduced standards identified above and throughout the contract.

1.3.L. Providing Administrative Information

Outline of Responsibilities: When requested the Contractor shall collect and provide, to the COR, various types of available information concerning the contract and contract performance. These data shall be used to assist in accomplishing administrative, financial and staff work responsibilities.

1.3.M. Training of Personnel

Outline of Responsibilities: The Contractor shall provide, on at least a monthly basis (preferably weekly) training to their employees on subjects related to their profession, and to maintain currency with changes in animal care, safety, use and maintenance of equipment, procedures, updates to SOPs and other topics germane to animal husbandry or veterinary care. Retraining on USAMRIID SOPs shall occur whenever repeat deviations of any SOP occur. Whenever possible, training should involve Chief, Department of Husbandry or his/her designee as assistant trainers, or observers, to ensure consistency of training between government and Contract VMD employees. If space permits, training shall be made available to other government employees as applicable.

All training shall be documented, and records maintained or distributed as required by the Contract Quality Control Plan and SOPs. The contractor shall prepare, maintain and submit quarterly proposed training plans to reflect the proposed training schedules. The training plan shall specify the training required and identify when and where the training shall be received. These plans shall be provided to the COR and Chief, Department of Animal Husbandry, No Later Than (NLT) two weeks in advance of any scheduled training.

Up to 2 hours weekly shall be used for training of Contract personnel.

1.3.N. Medical Requirements

Outline of Responsibilities: The Contractor shall provide pre-employment physical prior to working in USAMRIID animal facilities, which shall include drug screening, urine analysis, tuberculin test, blood chemical screen and complete blood count. Vaccinations required are tetanus, hepatitis B, MMR, rabies and annual flu vaccine. The contractor shall maintain an Occupational Health Program for all contract employees. A purified protein derivative (PPD) screening is required semi-annually unless the COR authorizes the annual PPD screening with semi-annual Tuberculosis (TB) health questionnaire. TB reactors shall undergo whatever testing is currently acceptable by the USAMRIID Occupational Health and Safety staff (Quantiferon Gold blood testing plus medical evaluation, or equivalent).

1.3.O. Personnel Background Investigation

Outline of Responsibilities: The Contractor shall obtain background investigation reports for their employees. See Section 4.9 for further details.

1.3.P. Security

Outline of Responsibilities: The Contractor shall assist USAMRIID Security Personnel in maintaining security for all animal facilities. The Contractor shall cooperate with the security services of the facility and prevent unauthorized personnel from entering the facility. Report any breach of this policy to an on-site security guard or at the main security desk.

The Contractor's personnel who are released from Contractor employment shall be notified off-site, off of Government property, unless some emergency precludes this. The COR shall be notified in advance to ensure that all USAMRIID security precautions are taken and that the employee's belongings are properly secured as necessary.

1.3.Q. Repairs and Preventative Maintenance of Large Mechanical Equipment.

Outline of Responsibilities: The Contractor shall perform daily maintenance on assigned rack/tunnel washers, autoclaves, glassware washers, dryers, and ovens; maintain records to document all equipment repairs in compliance with SOPs.

The Contractor shall conduct all operation, cleaning and maintenance in accordance with applicable USAMRIID SOPs and operator's manuals.

The Contractor shall monitor and maintain records of preventative and general maintenance and repairs performed on large equipment. For repairs beyond the contract scope, process work order requests directly to Chief, Department of Animal Husbandry or his/her designee. In the absence of either the Chief, Department of Animal Husbandry or his/her designee, process the work order directly with Facilities Management Office (FMO) and send an e-mail to the COR. Keeps the cage washing equipment in good working condition by proper cleaning as per SOP and operator's manuals. Clean all rack / tunnel washers and autoclaves as required by SOP and operator's manuals. Clean catch screens and all jets as specified in SOPs and operator's manuals. Report malfunctions of cage washing equipment immediately to alleviate long downtimes.

The Contractor shall sanitize the automatic watering lines after rack washing. The cage wash and autoclaves in both buildings provide sanitation support for all primary enclosures used to house animals in the particular building. Currently, the cage wash areas in total contain four rack washers, two tunnel washers, and two autoclaves. All animal waste and bedding shall be removed from cages prior to washing. Breakdowns of autoclaves, rack washers, or tunnel washers plugged with animal waste and bedding is a contractor failure to use proper procedures and lack

of satisfactory operator performance and user maintenance responsibilities. Actual repair and removal of debris costs shall be assessed against the contractor if outside maintenance assistance is required.

1.3.R. Vehicle Operation (Intra/Extra Facility): Transport of Animals, Food, Supplies, Equipment and Miscellaneous (By Vehicle//Hand Cart/Truck)

Outline of Responsibilities: The Transport Services' duties shall entail legal operation of Government furnished vehicles, carts, and handcarts for movement of equipment, supplies, and animals between USAMRIID buildings, including the Large Animal Research Facility (LARF). Off- post trips shall not involve overnight stays and shall be within a ninety (90) mile radius of USAMRIID. Transport shall include live animals, lab specimens, food supplies, equipment, cages and miscellaneous data, reports and materials. Transport shall be by Government-furnished vehicle external to or between USAMRIID facilities, or by transport cart within or between the buildings. Transport Services and personnel assisting with loading/unloading shall exercise care at all times to avoid damage to vehicles and items being transported. Preventive maintenance check is required for all Government vehicles each day and each time used. The Transport Services shall report all vehicle repairs or maintenance required to the COR or designee. All Contractor personnel operating Government, privately-owned or Contractor-owned vehicles on Fort Detrick facilities shall have a valid state license for the category of vehicle being operated (to include, when necessary, a Commercial Transport Services' License – CDL). All Contractor personnel shall conform to all applicable vehicle safety rules prescribed in USAMRIID and Army Regulations set forth in **Appendix 1**.

1.3.S. Contractor Management, Control and Supervision

Outline of Responsibilities: Contractor shall be dedicated to providing the very highest level of animal husbandry and related services described in this PWS. All Contractor employees shall be screened before hiring for active participation in any group that opposes the use of animals in research; such candidates shall not be selected for work on this PWS (all contract employees shall support the humane use of laboratory animals in research). The Contract Management Services shall be required to meet at least weekly for information exchange with the COR, TOCOR, and/or the Contracting Officer (KO) during the first month of the contract. Meetings shall be held as often as necessary thereafter as determined by the COR or KO. The Contractor shall request such a meeting whenever necessary. The Contract Management Services or his/her assistant manager shall be present on site during normal work hours Monday-Friday, and whenever Contract staff is on-site during “regular” weekend/holiday hours as described previously.

Senior contractor on-site management shall attend VMD division leader meetings weekly. S/he will also meet with COR and/or TOCOR as requested, or on a recurring basis, for updates or issue resolution.

1.3.T. Contractor Quality Control (QC)

Outline of Responsibilities: The Contractor shall establish a Quality Control Program that encompasses all aspects of the contract. The Quality Control Program shall include: management involvement and metrics used to assess performance. Personnel performing management functions shall have distinct, well-defined, duties and responsibilities within the quality program. Ensure that timely and effective corrective actions are obtained for all deficiencies identified by the Program and the Government.

The Government shall evaluate the Contractor's performance under this contract. COR representatives for this contract include the TOCOR (Chief, Department of Animal Husbandry, DAH); the NCOIC, VMD, and the assistant to the Chief, DAH. When an observation indicates defective performance, information shall be passed through this chain to the COR or TOCOR, who shall inform the Contract Management Services, or Contractor's designated representative. All deficiency responses from the Contractor shall include identification of the cause of the deficiency to preclude recurrence, and an analysis of the quality program's effectiveness in the area of the deficiency.

Contractor will develop and maintain a training program designed to ensure all Contractor personnel are clearly aware of the contractual requirements that are current from the time of contract start, and to ensure they remain current on any changes occurring throughout the life of the contract.

Inspection, auditing, and testing shall be prescribed by clear, complete, and current instructions. The inspection instructions shall include the specific criteria for approval and rejection of services that shall be used in each inspection or audit. Checklists shall be used for this purpose. The Contractor's inspection instructions shall be documented and shall be available for review, by the TOCOR, COR or KO, throughout the life of the contract. The Contractor shall notify the on-site COR in writing of any changes to Contractor's inspection instructions. Conduct special item inspections at the KO, COR, or Installation commander's written request. Results of the inspection or audit shall be provided, in writing, in a timely manner.

The Quality Control inspection system shall satisfy the requirements in the Inspection Clause and the Performance Requirement Summary Table (PRST) of the contract. It shall be designed to keep the Contractor's management informed of all issues affecting quality. The records of inspections shall indicate the nature and number of observations made, the number and type of deficiencies found and the nature of corrective action taken as appropriate. Records shall be available to the COR and shall be maintained during the contract life.

Quality Control Matrices/Technical Progress Reports: the Contractor shall submit to the Contracting Officer, TOCOR and COR, each 30-day period during the life of this contract, a copy of QC matrices for each PRST item. Metrics shall verify whether the performance standards in the PRST have been met. Also provide technical reports describing progress of the program to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. These reports shall also be available to the COR on a computer at the Contractor's office and shall include as a minimum:

1. A quantitative description of overall progress and applicable supporting data, as necessary, and in sufficient detail to comprehensively explain progress to date,
2. An indication of any current problems which shall impede performance, and proposed corrective action, and
3. A discussion of the work to be performed during the next reporting period.

A monthly narrative report shall be provided to the COR. At the discretion of the COR and in lieu of a paper copy, a data disc in Word Format or electronically in e-mail shall be provided. The reports shall be delivered not later than five calendar days after the end of the month being reported.

1.3.U. Safety Program and Safety Training

Outline of Responsibilities: The Contractor shall follow a plan that meets the Army, USAMRIID, AAALACi and OSHA safety program standards. The plan shall be a part of the Contractor's Quality Control Plan and also address Material Safety Data Sheet use for required items when introduced to USAMRIID facility. The contractor shall submit a copy of the safety plan to the KO for approval and one copy to the COR prior to performance start. The plan shall be updated as changes are made. Government shall furnish safety training that is specific to working in the various USAMRIID Biosafety Levels, as applicable.

1.3.V. Accident/Injury Incident Reports

Outline of Responsibilities: The Contractor shall immediately upon the occurrence of a job-related injury, the Contractor shall prepare an incident report and forward the original through the COR to the USAMRIID Safety Officer, within one (1) working day of the occurrence. Also see paragraph 4.10. Accidents or injuries that could result in exposure to a Biosafety Level 2, 3 or 4 agent shall be reported to the COR or VMD management, then

initially evaluated by the Special Immunizations Program, Medicine Division, USAMRIID, to include bite/scratch injuries from nonhuman primates.

In the event that a third party assert a claim against the Contractor as a result of an accident that occurs in connection with contract performance, the Contractor shall submit, in writing, within twenty-four hours of notification, a full report of the claim to the Contracting Officer (KO).

1.3.W. Occupational Health and Safety (OHS)

Outline of Responsibilities: The Contractor shall be responsible for execution of the health and safety program applicable to their employees, as well as ensuring enforcement and compliance of USAMRIID policies and procedures regarding OHS. Prior to commencement of work, the Contractor shall submit to the COR and the Contracting Officer (KO), in writing, a draft Safety Plan for complying with all the safety and health provisions of this contract. The draft of this plan shall be provided with the Contractor's proposal, followed by a detailed final draft version 15 calendar days after award of the contract. The final draft plan shall be reviewed for the Government by the COR and USAMRIID Safety Officer within 15 calendar days of receipt. A revised final Safety Plan shall be submitted to the COR and the Contracting Officer 15 days after receipt of the Government's review. Subsequent to award, the Contractor shall make any necessary changes and meet the Contracting Officer or designated representative of the Contracting Officer, and the Safety Officer to develop details of administration of the overall safety program.

1.3.X. Logistics Support (Receipt Stocking Inventory and Maintenance)

Outline of Responsibilities: The Contractor shall provide necessary logistical support for USAMRIID animal facilities as set forth in the contract requirements, or as shall be requested by the COR to maintain necessary animal care.

The Contractor's personnel shall not place orders for any Government-purchased items, but are required to provide notice to the COR and Chief, Department of Animal Husbandry, in writing, when any logistical item needs to be reordered. Allow lead-time as required so that no shortages in feed, bedding and other supplies used for animal care shall occur (this includes animal feed, cage wash chemicals, sanitation supplies, bedding, enrichment support services items and standard animal housing equipment). After approval for ordering items, coordinate with the COR's designated purchasing agent to ensure prompt notice of receipt of logistical items.

The Contractor shall receive and visually inspect each shipment. Feed and bedding shall not be accepted in damaged bags or if of an incorrect type and quality, or if milling date is less than 30 days from expiration. Uncrate and assemble laboratory animal equipment to ensure it is the correct item.

The Contractor shall ensure that any food that is ordered is not stored in the animal facility longer than 60 days. The Contractor shall maintain inventory listings and a matrix to monitor stock conditions of logistical items. These data shall be provided to the COR as set forth in the Contractor's QC Plan.

The Contractor shall be responsible for various logistical tasks including: receipt, storage and maintenance of inventories, an accounting for all logistical supplies, reporting discrepancies of receipt immediately to the COR. Sign, date and process forward all invoices, receiving documents and packing slips to the COR's designated purchasing agent, and maintain copies.

The Contractor shall store all supplies in designated storage areas. Feed and bedding shall be stacked and stored off the floor as per SOP. Ensure the freshness of feed through proper rotation on a first-in, first-out basis. No animal feed shall be used if older than specified requirements; all requirements are listed in USAMRIID SOPs. Immediately report expiration issues or other discrepancies to the COR.

1.3.Y. Provide Qualified Personnel

Outline of Responsibilities: The Contractor and all Contractor personnel shall possess all licenses, permits, training and certifications required to perform the contract requirements. Contractor personnel shall provide services and work in a professional and courteous manner and abide by applicable USAMRIID rules, regulations, and procedures, and present a neat appearance when working at USAMRIID facilities. The Contractor shall provide *curriculum vitae* of all personnel (Project Management Services, Deputy Project Management Services, caretakers, glassware personnel, veterinary supports, enrichment support services supports, Animal Facility Quality Control Support Services support) proposed under this Contract. The individuals training and qualifications shall meet all contract requirements for the position in which they are working. Detailed qualifications are in Appendix 2 (Personnel Qualifications).

1.3.Z. Maintain AAALACi Accreditation

Outline of Responsibilities: The Contractor shall comply with the contract requirements at all times. Any disregard of SOPs, Policy Directives or Regulations which results in harm to the Government, loss of research results, breach of security, harm to the animals under care, or jeopardy to the facility's AAALACi accreditation, or that requires Government corrective procedures to be implemented, shall result in significant actions under the Inspection Clause procedures of the Contract.

The Contract Project Management Services or on-site Contract Management Services shall assist in reviewing SOPs for all functions and activities as performed by Contract personnel. This shall include, but is not limited to, assisting in preparation for AAALACi site visits, Institutional Animal Care and Use Committee (IACUC) inspections, Medical Research and Materiel Command (MRMC) Animal Care and Use Regulatory Office (ACURO) staff assistance visits, and inspections by Food and Drug Administration (FDA), Centers for Disease Control (CDC), the Department of the Army Inspector General (DAIG) or similar entities. The Contractor is also responsible for developing responses to remarks made during such visits or inspections as they pertain to Contractor areas. The AAALACi site visits occurs every three years (last site visit in March 3-4, 2010). The IACUC inspections occur semi-annually. Other inspections and site visits are scheduled at various times throughout the year.

1.3.Z.1. Following, implementing and reviewing SOPs.

Outline of responsibilities: The Contractor shall, during execution of the contract, comply with all written USAMRIID SOPs, among other standards. The on-site Contract Management Services or Deputy Manager shall be periodically asked to participate in SOP reviews to ensure that industry and DoD best practices are continually being incorporated into these documents. In addition, the Contract staff shall be asked to implement new SOPs that are written based on changes in mission requirements. The Government and Contractor have dual responsibility in ensuring appropriate training is provided to all staff prior to implementation of new SOPs. The Contract Management Services shall, at any time, bring to the attention of the COR, any SOPs which present conflicting information, or in any way present an issue with meeting the specifications of the contract.

Section 2
Performance Requirement Summary Table (PRST)
Animal Husbandry and Glassware Services

2. Performance Requirement Summary

2.1. Performance Requirement Summary Table (PRST). The purpose of this section is to define performance evaluation procedures.

The Performance Requirement (column 1) describes what the Government will survey. The absence of any contract requirement from the PRST shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of this contract, including the clauses entitled, “Inspection of Services” and “Default”. The Government has the right to inspect all services required in the contract.

COR representatives who may be involved in surveys to assess quality include the TOCOR (Chief, DAH); the NCOIC, VMD, and the assistant to the Chief, DAH.

The Contract reference for each listed requirement is set forth in column 2.

The Acceptable Quality Level for each requirement is set forth in column 3.

The Method of Surveillance for each requirement is set forth in column 4.

2.2. Government Quality Assurance. Contractor performance shall be compared to the contract performance standards and the PRST. The Government shall use a variety of surveillance methods to evaluate the contractor’s performance to determine if it meets the contract standards. The methods used on this contract are:

One hundred percent inspection of the output items.

Periodic inspection of the processes or output items.

Customer feedback, to include complaints.

2.3. Performance Evaluation. Performance of a service shall be evaluated to determine whether or not it meets the performance threshold of the contract. When the performance threshold is not met a Contract Discrepancy Report (CDR) shall be issued to the contractor by the contracting officer or if authorized by the COR. The contractor shall respond to the CDR by completing the form and returning it to the Contracting Officer (KO) through the COR within 15 calendar days of receipt.

2.4. Performance Requirement Summary Table

<u>Performance Requirement</u>	<u>Paragraph Numbers</u>	<u>Acceptable Quality Level</u>	<u>Surveillance Method</u>
Animal Care. Establish and maintain a world class animal care program. Follow all animal care SOPs and mandatory regulations.	All	No loss of animals due to contractor negligence 99% of the time.	Periodic Inspection and Customer Complaints
Receipt of Animals. Follow AC-04 and AC-06 series SOPs and Guide for the Care and Use of Laboratory Animals.	1 .3.B	No deviations to caging requirements. Same day reporting of discrepancies to	Periodic Inspection and Customer Complaints

		COR so there is no loss to the Government for discrepancies not reported on time.	
Feeding and Watering of Animals. All animals shall be fed and watered by end of shift. Follow AC-08 series SOPs.	1.3.C	100% compliance with food and water directions.	Periodic Inspection and Customer Complaints
Handling and Restraint of Animals. Cause no injury when handling or restraining animals due to negligence.	1.3.D	No loss of animals due to contractor negligence 99% of the time.	Periodic Inspection and Customer Complaints
Sterilization, Sanitation and Cleaning of Animal Caging, Equipment and Facilities. Follow AC-02, EQ-01 and FC-01 series SOPs. Run no washer or autoclave below required temperature or conduct 100% rewash/re-sterilize.	1.3.E	Note equipment failure and respond accordingly 100% of the time. Comply with cage and room sanitation SOPs 99% of the time.	Periodic Inspection and Customer Complaints
Animal Health Surveillance/Environmental Monitoring. Observe all animals twice daily. Monitor and record environmental conditions.	1.3.F	Observe animals twice daily 99% of the time. Monitor and record on a daily basis environmental conditions 98% of the time. Report problems immediately.	Periodic Inspection and Customer Complaints
General Animal Equipment Maintenance. Perform operator/user maintenance as required by operators manual or SOPs.	1.3.G	Repair or remove from service inoperable equipment within 1 day 99% of the time.	Periodic Inspection
Veterinary Support Service		No repeat customer complaints concerning any technical services; Veterinarian in charge satisfaction support – no repeat complaints.	
Optional Services. Perform animal monitoring, treatment and research support; environmental enrichment support services; and animal and sanitation quality control; as directed by COR and as per SOPs.	1.3.H.1	No repeat customer complaints concerning any technical services; no failures of providing service under the EEP; no positive animals allowed to enter the facility; all failed equipment QC tests are reported promptly to management.	Customer Complaints; at least 95% of all recurring suspenses for sentinel program testing are met; zero animals with positive tests allowed into facility without veterinarian approval.

Glassware Services. Clean, sterilize as required, and store glassware for investigator use.	1.3.I	Maintain stock of clean and sterile glassware 97% of the time. No repeat customer complaints.	Periodic Inspection and Customer Complaints
Emergency Services. Respond to emergency calls from COR.	1.3.J	100% response to emergency calls from COR during and after core working hours.	100% Inspection
Full Time Services. Provide cagewash and glassware services M-F. Provide caretaker services 7 days a week. Provide other services M-F and as requested for overtime.	1.3.K	No loss of performance quality due to personnel absences.	Periodic Inspection
Providing Administrative Information. Provide requested information in less than 1 week.	1.3.L	80% of the time. In two weeks, 98% of the time.	Periodic Inspection
Training of Personnel. Perform and document all required employee training.	1.3.M	80% of the time. Document training through QC plan. Follow the plan 100% of the time.	Periodic Inspection
Medical Requirements. Provide pre-employment physicals. Ensure required vaccinations are current. Perform PPD testing semiannually.	1.3.N, 4.11	100% of the time.	100% Inspection
Personnel Background Investigation. Obtain background checks on all personnel.	1.3.O, 4.9	NCIC and credit check initiated prior to work, NAC/NACLC initiated not later than first day of work 100% of the time.	100% Inspection
Security. Have a USAMRIID photo ID badge prior to work in all cases. Never open a secure area for others.	1.3 P, 4.9.2	Comply with security directives 100% of the time. No security violations.	Periodic Inspection and Customer Complaints
Repairs and Preventive Maintenance of Large Mechanical Equipment. Provide operator/user maintenance as required by equipment manuals or EQ-01 and FC-01 series SOPs. Clean screens and jets in cagewash equipment.	1.3.Q	No plugged drains or equipment malfunction due to contractor failure 95% of the time. No equipment misuse.	Periodic Inspection and Customer Complaints
Vehicle Operation. All Transport Services appropriately trained and licensed. Report vehicle problems immediately.	1.3.R	100% of the time.	100% Inspection
Contractor Management, Control and Supervision. Fully qualified key personnel supervisor on duty when employees are working.	1.3.S, 4.1.2.1	100% of the time.	100% Inspection

Contractor Quality Control. Quality Control Plan and metrics completed and current for all PRST items. Corrective actions on time and sufficient.	1.3.T	QC plan and metrics complete and current 100% of the time. Corrective actions on time and sufficient 90% of the time.	Periodic Inspection and Customer Complaints
Safety Programs and Safety Training. Safety plan developed and implemented prior to performance start.	1.3.U, 4.10	100% of the time.	100% Inspection
Accident/Injury Incident Reports. Immediate reporting of accidents and injuries.	1.3V, 4.10	100% of the time.	100% Inspection
Occupational Health and Safety. Ensure no employees on the job without full medical requirement compliance. Provide occupational health program for all employees. Ensure biocontainment employees comply with Special Immunization Program requirements.	1.3.W, 4.10	100% of the time.	100% Inspection
Logistical Support. Order all requirements so as not to have an out of stock or overstock condition. Rotate feed and items with a shelf life to use oldest, non-expired stock first. Comply with feed age and storage requirements.	1.3.X	95 % compliance for all items except direct-care items; 100% of the time for feed and other direct-animal care item (i.e., feed, water, bedding, enrichment support services).	Periodic Inspection and Customer Complaints
Provide Qualified Personnel. Contractor shall propose for work under this contract only qualified personnel. All replacements shall be fully trained to the required contract level within two weeks of reporting to work.	1.3Y, 4.1	100% of the time.	100% Inspection
Maintain AAALACi accreditation: Triennial inspection; Semiannual USAMRIID inspections Contractor-controlled areas	1.3.Z	100% of time	Not more than 3 minor deficiencies in any one Contractor controlled program area.
Following, Implementing, reviewing SOPs: Reviewing as requested by VMD Management,	1.3.Z.1	100% of the time	No repeat SOP violations; Available for all SOP

implementing new SOPs as required.			reviews.
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Section Three
Government Furnished Facility
Animal Husbandry Services

3. The Government will provide space and furnishings identified in this section for USAMRIID animal facilities: Building 1425, Building 1412, Building 1408, and Large Animal Research Facility as required.

3.1. Administrative and Storage Areas

The Government will provide the facility space and furnishings identified in Section 3 of this PWS for the Contractor's use as office, supply, changing rooms, locker rooms and equipment storage spaces. No alterations shall be made to these facilities without the written permission of the COR. Each request shall be submitted to the COR in writing, for approval. Any such modifications or alterations shall be made at the expense of the Contractor. Upon completion or termination of the contract, the Contractor shall return all Government-furnished facilities and furnishings in the same condition and quality as received, fair wear and tear excepted.

All items are provided solely for the purpose of executing this contract. In addition to applicable Government Property clause in the contract, the Contractor shall comply with US Army and USAMRIID property book procedures for control of Government property. The Contractor and COR, within 30 days of start of contract performance, shall inventory all accountable Government property and submit a list of that property to the Contracting Officer (KO). The inventory shall be updated semiannually, or when changes are made, and within 30 days after termination of the contract period. The inventory shall list each item as a separate line item. The Contractor shall maintain the listing in correct USAMRIID format and ensure it is updated with the USAMRIID COR, VMD NCOIC and USAMRIID Property Book Officer whenever changes are made.

3.2. Equipment/Supplies

- a. A computer system shall be made available in the Contractor's office areas in Buildings 1412 and 1408. The Contractor shall be responsible for providing limited, external preventive maintenance of this equipment, (i.e., keeping equipment clean and dust and static free). The Government shall provide all hardware, support equipment and software for the system. The Government will replace Government-provided computer equipment as necessary, at least every four years, or as per Institute policy.
- b. Vehicles for movement of animals, and obtaining material, supplies and equipment.
- c. All animal caging, accessories, and parts, feed, bedding, and enrichment support services supplies; all cleaning supplies, cleaning equipment and chemicals.
- d. Key box and keys (including electronic employee passes) for areas to receive services.
- e. The following is a partial list of Government-Furnished Property that will be maintained by the Government. However, this equipment requires servicing and normal / routine Operator Maintenance by the Contractor:

- Rack and Tunnel Washers
- Waste management systems and animal room drainage
- Wet-dry vacuums
- High-pressure spray washers
- BioClean®, and other caging systems
- Laminar flow workbenches
- Biological safety cabinets
- Automatic watering system
- Autoclaves
- Glassware washers and dryers
- Glassware dry oven
- A variety of racks, dollies, and carts
- Ventilated rodent racks, all parts (to include casters)
- Automatic bedding dispenser

Bedding dump stations
Cage jacks
Pallet jacks
Scales (various types)
Transport trucks, carts

3.3. Services

The Government is responsible to:

- a. Provide reasonable required utilities in all facilities in which work is conducted.
- b. Provide telephone services at the desks in the Manager's office. Commercial long distance service is included, with proper control logs for official business.
- c. Provide Military Police & Fire Protection, **Dial 911**.
- d. Remove trash and waste from bulk storage containers, provide carcass and animal waste pick up at designated locations.
- e. Provide insect & vermin control.
- f. Provide recycling collections.
- g. Provide all repairs to the facility that arises from other than Contractor's negligence.

3.4. Personal Protective and Safety Equipment

Except for that designated as Contractor-provided, the Government shall provide all other necessary safety equipment, and personal protective equipment IAW USAMRIID Safety Regulations. Animal Care personnel shall be required to wear the appropriate protective equipment, at all times, based on species housed and/or protocols supported IAW AC-06 series SOPs.

All animal care personnel shall wear Personal Protective Equipment as described in SOPs and directed by management. This includes, as a minimum, dust-mist masks, gloves, and body covering, but may range up to full-face eye protection, Tyvek suits, and double gloves and double boots in NHP areas.

Personnel working in containment areas (ABSL-3 and ABL-4) will be required to wear additional equipment as per USAMRIID SOP, up to and including a fully enclosed positive-pressure suit attached to an air supply.

The Contractor shall maintain a constant supply of basic PPE items (masks, booties, gloves, Tyvek suits, disposable lab coats) at gowning stations, to include non-latex options of gloves and N95 or higher respirator options at each PPE station. Exceptions to stockage levels only as specified and approved by the COR.

Additional protective wear shall be required from time to time according to Material Safety Data Sheets (MSDS) and as required by the Radiation Safety Office (RSO) and/or the Occupational Safety and Health Office (OSHO). Personal radiation badges, provided by the Government, are required IAW USAMRIID Safety Regulations. Additional protective equipment and procedures are required by the RSO when radioactive material is used. Personal protective equipment, provided by the Government on either a temporary or permanent basis, shall include:

- 1) Chemical Protective Clothing (lab coats, overalls);
- 2) Protective Eyewear (Safety Glasses, Goggles, or Face-Shield);
- 3) Gloves - Chemical protection gloves (latex exam, sterile surgical or nitrile gloves) and heat resistant gloves. Only Non-asbestos heat resistant gloves shall be worn when work requires heat resistant gloves.
- 4) NIOSH-Approved Respirators (Specific for anticipated hazards); and
- 5) Hearing Protection

3.5. Sanitation and Cleanliness

The Contractor shall maintain all furnished facility space in a neat, clean, orderly, and sanitary condition. All areas shall be subject to fire, safety, and health inspections at any time. The contractor shall correct cited violations within the current shift or the next shift as shall be authorized by the COR. Serious violations shall result in a call back to work until corrected. Areas requiring significant work to become compliant shall be completed in 24 hours or one workday as authorized by the COR.

3.5.1. Equipment Standards

a. Sanitation. The Contractor shall ensure all original and replacement Government-furnished equipment introduced into USAMRIID is in proper working order, as specified by the equipment manufacturer, and shall be cleaned and disinfected prior to introduction into USMARIID. All equipment removed from a contaminated or designated use area shall be cleaned and disinfected prior to its removal from and/or reintroduction into the area.

b. Electrical Equipment. All Government-furnished electrically operated equipment shall be determined safe prior to use by the Contractor and be equipped with an appropriate length of Underwriters Laboratories (UL) approved three-conductor cord. The cord shall be permanently attached to the machine.

c. Safety and Inspections. The Contractor shall determine all other Government-furnished equipment is in good repair and complies with all Government safety standards. Any equipment which the Contractor reports to the COR considered by the Government to be in disrepair or unsafe shall be repaired prior to further use as specified by the Government or replaced with equivalent equipment that is in good repair and meets the specifications contained herein. All electrical equipment shall be inspected at least annually and after maintenance work is performed. An inspection sticker or other means of visible external identification that the inspection has been performed shall be affixed to each piece (or in a known, nearby area, in the case of log sheets) of the electrical equipment used in USAMRIID.

CLAUSES INCORPORATED BY FULL TEXT

Biological Surety Clause for USAMRIID Personnel Reliability Program

1. Applicable Documents:

- a. Army Regulation 50-1, Biological Surety, dated 28 Jul 08.
 - (1) Chapter 2 Personnel Reliability (Mandatory)
 - (2) Chapter 5, Biological Select Agent and Toxin Occupational Health Program (Mandatory)
- b. Army Regulation 600-85, Army Substance Abuse Program. Paragraph 5-13
- c. MEDCOM Circular 40-19, Guidance on Occupational Health Practices for the Evaluation and Control of Occupational Exposures to Biological Select Agents and Toxins (BSAT), dated 01 February 2007.
- d. MEDCOM Memorandum dated 3 March 2009, subject: Extension of Medical Command (MEDCOM) Circular 40-19.
- e. MEDCOM/OTSG Regulation 50-XX, Medical Surety Programs, dated 1 June 2007.
- f. MEDCOM Memorandum dated 17 May 2007, subject: Interim Policy for the MEDCOM Surety Programs.

g. USAMRIID Standard Operating Procedure (SOP), SO-05-09-02, Personnel Reliability Program, dated 10 July 2008.

h. Personnel Reliability Program (PRP) Personnel Security Investigation Interim Guidance, DTG: 021342Z May 09.

Copies of the above referenced documents may be obtained through Mr. Jorge Trevino, Biological Personnel Reliability Program Manager, at 301-619-0238. Mr. Trevino may also be contacted via email at jorge.trevino@det.amedd.army.mil.

2. Requirements for Biological Operations:

a. When having access to biological select agents and toxins on-site at the United States Army Medical Research Institute of Infectious Diseases of Fort Detrick, MD, the contractor shall comply with AR 50-1, The Army Biological Surety Program, 28 Jul 08, AR 385-10, Army Safety Program, 24 Aug 07, DA PAM 385-69, Biological Defense Safety Program, 7 CFR part 331, and 9 CFR part 121, 42 CFR part 73, Possession, Use and Transfer of Biological Select Agents and Toxins. In addition, the contractor shall comply with any local biological safety, security, or surety procedures when working with biological select agents and toxins. The contractor shall ensure that all subcontractors comply with the aforementioned.

b. Contractor personnel assigned to Biological Duty Positions will be subject to government-provided medical screening to satisfy Biosurety requirements for initial certification into the Biological Personnel Reliability Program (BPRP) that are not covered by other routine occupational health screening requirements. Contractor personnel will also be subject to government-provided periodic screening for illness, injury, potential exposure to biological agents and toxins, use of medications, or any changes in health or psychological status while enrolled in the BPRP and to a final Biosurety-related medical exam upon being terminated from the BPRP. The contractor will provide drug abuse screening services consistent with AR 50-1 and AR 600-85. Medical and Urinalysis results will be provided to the BPRP Certifying Official through the BPRP Monitor or Biosurety Officer, in accordance with local procedures. The Contractor shall provide on-site at the USAMRIID facility employee personnel records (complete copies or originals) required for BPRP screening at the request of the Biological Surety Officer for review or inspection.

c. Personnel provided under the contract will be required to successfully obtain and maintain a Department of Health and Human Services Security Risk Assessment (SRA), have a favorable adjudicated National Agency Check, Local Agency Check and Credit Check (NACLC), or Single Scope Background Investigation (SSBI), and shall be medically qualified to wear appropriate respiratory protection. When required, as a part of services being provided, contractor personnel shall be eligible to receive both Investigational New Drug (IND) and FDA licensed vaccinations. Potentially Disqualifying Information (PDI) discovered during the contract period will be provided to the BPRP Manager in accordance with local procedures.

d. Contractor personnel assigned in writing by the contractor to conduct the review of personnel records, coordinate drug urinalyses, and complete relevant sections of DA Form 3180's in accordance with BPRP requirements will attend government-provided training at Fort Detrick for those activities and will be available on site or by phone as requested during inspections of the BPRP.

3. Government Furnished Services:

a. The Barquist Army Health Clinic will provide Biosurety-related medical screening for initial certification into the BPRP for periodic assessment of illness, injury, potential exposure to biological agents and toxins, use of medications, or any changes in health or psychological status that might affect suitability for duty while enrolled in the BPRP, and for the final medical exam upon being terminated from the BPRP.

b. Vaccinations and Enrollment in Special Immunizations Programs as required.

c. Personnel protective equipment as required.

4. Contractor Furnished Services - The contractor shall provide drug screening services in accordance with AR 50-1 and AR 600-85 and provide testing results to the BPRP Manager in accordance with local procedures.

CLAUSES INCORPORATED BY FULL TEXT

ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)

a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.

b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.

c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.

d. This clause shall have effect from the effective date of contract award through the end of the performance period.

CLAUSES INCORPORATED BY FULL TEXT

KEY PERSONNEL (MAR 1999) (USAMRAA)

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

Note: The key personnel in the positions listed below shall be designated upon contract award.

Contract Manager/ Deputy Manager:

Farm Manager/Warehouse Manager:

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.

APPENDIX I

APPENDIX 1 Animal Husbandry APPLICABLE PUBLICATIONS

1. GENERAL.

Publications are listed below. The publications and forms have been coded as mandatory (M) or advisory (A). The Contractor is obligated to follow those publications and use those forms coded as mandatory to the extent specified in other sections of this Statement of Work. The Contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish the contract requirements. The contractor at the start of the contract shall obtain all publications and forms listed. It shall be the Contractor's responsibility to establish follow-on requirements for supplements or amendments to listed publications that may be issued during the life of the contract. The Contractor shall immediately implement changes to mandatory publications.

1.1. Army Publications and Blank Forms:

The contractor shall use the below Internet addresses for obtaining U.S. Government and Army Regulations, Forms and Directives. Any item not available in the net/on line site will be provided by the COR as requested or the contractor will be informed where the item is available.

1.1.1. Commercial Publications.

Procurement of commercial publications, necessary for performance on this contract, shall be the responsibility of the Contractor.

1.2. REGULATIONS.

<u>NUMBER & TITLE</u>	<u>DATE</u>	<u>CODED</u>
1. DoD 5500.7-R Joint Ethics Regulation	11/29/07	M
2. Good Laboratory Practices (GLP) Regulations (21 CFR Chapter 1, Section 58)		M
3. DODI 3020.37, Continuation of Essential Contractor Services During Crises, incorporating Change 1, effective 26JAN1996	01/26/96	M
4. DODD 3216.1, Use of Animals in DOD Programs	09/13/10	M
5. Occupational Health and Safety in the Care and Use of Research Animals by National Research Council (NRC)	1997	M

6. Guide for the Care and Use of Laboratory Animals "The Guide"	2010	M
7. USDA Policies and CCAC Guidelines		A
8. AAALAC Standards and Policy Letters		M
9. AVMA Guidelines on Euthanasia	Jan 2007	M
10. AALAS Training Guides		A
11. OSHA Regulations as applicable to Animal Research		M
12. Title 9 CFR Part 1, Animal Welfare Act Regulations	08/31/89	M
13. 29 CFR 1926 USDOL-OSHA Safety and Health Regulation		M
14. 29 CFR 1910 Bloodborne Pathogens		M
15. OLAW/PHS Policy on Humane Care and Use of Laboratory Animals	Aug 2002	M
16. AR 40-33, The Use of Animals in DOD Programs	12/01/03	M
17. CDC/NIH Biosafety in Microbiological and Biomedical Laboratories, 5 th Ed	Dec 2009	M
18. Hazard Communication Standard (29 CFR 1910.1200)	05/25/86	M
19. OSHA Occupational Exposure to Hazardous Chemicals in the Laboratory (29 CFR 1920.1450)	05/31/76	M
20. Environmental Protection. Federal, State, and local EPA laws current to 2005		M
21. All MD. State EPA regulations and standards. Current to 2005.		M
22. Army EPA Regulations AR 200-1 Environmental Protection and Enhancement	12/13/07	M
23. AR 200-2 Environmental Effects of Army Actions	12/23/88	M
24. Army Regulation 385-55, Prevention of Motor Vehicle Accidents.	03/12/87	M

25. AR 385-40, Accident Reporting and Records	02/25/10	M
26. Food and Drug Administration Safety Staff Manual Guides		M
27. NIH Guidelines for Research involving Recombinant DNA Molecule	Sep 2009	M
28. Army Regulation 385-10, Army Safety Program 29. Williams-Steiger Occupational Safety and Health Act 29 USC 651	06/14/10	M
	1970	M
30. AR 190-13 Army Physical Security Program	09/30/93	M
31. AR 420-90 Fire and Emergency Services	03/14/05	M
32. AR 310-25 Dictionary of U.S. Army Terms	10/15/83	A
33. AR 190-51 Security of Unclassified Army Property (Sensitive and Non-sensitive)	09/30/93	A
34. AR 380-53 Information Systems Security Monitoring	04/29/98	M
35. DA PAM385-69 Safety Standards for Microbiological and Biomedical Laboratories	05/06/09	M
35. Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching, 3 rd ed	Jan 2010	M
36. 49CFR 171-178 Hazardous Materials Regulations (DOT)		M
37. PHS 42 CFR Part 72 Etiologic Agents		M

1.3. USAMRIID Regulations List (All Mandatory)

UR-385-001 Needles, Syringes and other Sharp Objects
 UR-385-006 Autoclave and Waste Management Procedures
 UR-385-009 Biosafety Level 2 Operations
 UR-385-011 USAMRIID Radiation Protection Program
 UR-385-014 USAMRIID Safety Program Policy, Responsibilities, Procedures
 UR-385-015 Respiratory Protection Program
 UR-385-016 Bloodborne Pathogens Exposure Control Plan
 UR-385-029 Hazard Communication Program

UR-385-030 Chemical Hygiene Plan
 UR-385-040 Accident/Illness/Incident of Potential Hazard Exposure - Reporting, Records and Investigations
 UR-385-069 Biocontainment Laboratory Operations
 UR-385-070 USAMRIID Emergency Preparedness Plan
 UR-380-001 USAMRIID Identification Badges and Visitor Safety Key and Access Control Systems

1.4. USAMRIID STANDARD OPERATING PROCEDURES (SOPS) (All Mandatory)

Animal husbandry baseline services shall be performed using existing USAMRIID COR approved Standard Operating Procedures (SOPs) along with other directives cited in this part.

AC-01-00 Light Cycle Duration In Animal Rooms
 AC-01-02 Monitoring of Temperature and Humidity in Animal Rooms
 AC-01-07 Completion of the USAMRIID Animal Room Environment Report Forms

AC-02-00 Movement of Clean and Dirty Equipment in Building 1408
 AC-02-01 Sanitation of Corridors and Rodent, Rabbit, and Avian Animal Rooms
 AC-02-02 Non-barrier Rodent Cage and Rack Sanitation
 AC-02-03 Rabbit Cage and Rack Sanitation
 AC-02-04 Nonhuman Primate Cage and Rack Sanitation
 AC-02-05 Use of Edstrom Chlorine Test Kit to Monitor Chlorine Levels
 AC-02-06 Operation and Maintenance of the Edstrom Rack Chlori-Flush Unit
 AC-02-08 Sanitation of Nonhuman Primate Animal Rooms and Corridors
 AC-02-09 Culture Verification of Cagewash Equipment Efficacy
 AC-02-10 Ordering and Handling of Disinfectant Chemicals
 AC-02-11 Washing Procedures for the Lenderking Rabbit Racks in Building 1412
 AC-02-12 Washing Procedures for the Lenderking Flush and Allentown 4.5 and 6.0 Primate Racks
 AC-02-13 Bldg. 1412 BSL-3 Animal Rack Cleaning and Disinfection Procedures
 AC-02-14 Chick Husbandry and Cage Sanitation Procedures
 AC-02-15 BioBubble Bedding Disposal System Operation & Maintenance
 AC-02-16 Sanitation of the Animal Necropsy Cooler
 AC-02-18 Rotation of Clean Cages in Bldg 1425 Cage Wash
 AC-02-19 Sanitation of VMD Utensils and Mop Buckets
 AC-02-21 Animal Cage and Rack Sanitation (Risk Assessed)

AC-04-01 Animal Room Preparation
 AC-04-03 Nonhuman Primate Issue and Disposition
 AC-04-05 Quarantine and/or Acclimation of Incoming Animals Under Special Circumstances
 AC-04-07 Acclimation Period for Laboratory Animals
 AC-04-08 Acclimation and quarantine of nonhuman primates
 AC-04-10 Breakdown of Incoming Rodent and Rabbit Shipments
 AC-04-11 Delivery of Rodent and Rabbit Shipments to Breakdown Areas
 AC-04-12 Husbandry Preparations for Rabbits/Rodents
 AC-04-13 Maximum Cage Capacities for Rodents and Rabbits

AC-05-00 Animal Identification Methods
 AC-05-01 Subcutaneous Implantation of Microchip Transponders
 AC-05-02 Ear Tagging Procedures for Rodent Identification
 AC-05-05 Ear Notching/Punching for Rodent Identification
 AC-05-20 Identification of Nonhuman Primate Rooms and Cages
 AC-05-21 Rodent and Rabbit Cage Cards

- AC-06-00 Wear of Personal Protective Equipment for Conventional Rabbit and Rodent Animal Holding Rooms
- AC-06-01 Transfer and Transport of Rabbits
- AC-06-03 Transfer and Transport of Rodents
- AC-06-04 Barrier Cage Changing Procedures
- AC-06-06 Use of Forceps for Movement of Rodents
- AC-06-07 Wear of Personal Protective Equipment for Biocontainment Animal Holding Rooms
- AC-06-08 Removal or Transfer of Nonhuman Primates from Biocontainment Suites
- AC-06-10 Barrier-Maintained Rodent Quality Control (QC) Program
- AC-06-11 Rodent Barrier Entry & Exit Procedures
- AC-06-12 Quality Control (QC) Program for Rodents
- AC-06-13 Veterinary Medicine Division Sentinel Program
- AC-06-15 Wearing of Personal Protective Equipment in Cagewash Areas
- AC-06-16 Rodent Barrier Equipment and Supply Entry & Exit Procedures
- AC-06-17 Rodent Barrier Animal Entry & Exit Procedures
- AC-06-20 Strain 13 Guinea Pig Breeding Colony Program
- AC-06-28 Large Animal Herd Health Maintenance Program
- AC-06-29 Animal Medical Record Management at the Large Animal Research Facility (LARF)
- AC-06-30 Nonhuman Primate Administrative Management
- AC-06-31 Veterinary Medicine Division Pharmacy Procedures (Risk Assessed)
- AC-06-32 Safe Nonhuman Primate Handling and Protective Clothing
- AC-06-33 Transfer and Transport of Nonhuman Primates
- AC-06-35 Animal Medical Record Audit Procedures
- AC-06-36 Nonhuman Primate Environmental Enrichment Program
- AC-06-37 Nonhuman Primate Environmental Enrichment: Behavioral Assessment and Therapy
- AC-06-38 Nonhuman Primate Exposure First Aid Instructions AND Animal Related Injuries
- AC-06-39 Environmental Enrichment for Laboratory Rodents and Rabbits
- AC-06-40 Microisolator Cage Changing Procedures
- AC-06-41 Transportation of Nonhuman Primates between Contractor Facilities and USAMRIID
- AC-06-43 Routine Procedures for Equines in Biomedical Research
- AC-06-45 Routine Procedure for Small Ruminants in Biomedical Research
- AC-06-46 Allentown Micro-Vent Cage System Operation
- AC-06-47 Routine Procedures for Camelids in Biomedical Research

- AC-07-00 Daily Observations of Animals
- AC-07-01 General Physical Examination of Rabbits
- AC-07-02 General Physical Examination of Nonhuman Primates in Containment and Non-Containment Areas
- AC-07-04 Determining the Percent Oxygen Saturation and Heart Rate of Nonhuman Primates Using the Datex Ohmeda 3900 or 3900P Pulse Oximeter
- AC-07-05 Post-operative observations of surgical incisions in non-human primates
- AC-07-06 Determination of Animal Body Weight
- AC-07-07 Observation of Nonhuman Primates Infected with Orthopoxvirus
- AC-07-08 Nonhuman Primate Tuberculosis Testing
- AC-07-09 Veterinary Medicine Division Imaging Systems Procedures and Operation
- AC-07-10 Determination of Respiratory Rate
- AC-07-11 Determination of heart rate
- AC-07-12 Determining Body Temperature
- AC-07-16 Management of Hypermuroid Klebsiella pneumoniae in Nonhuman Primates
- AC-07-21 Fecal Floatation
- AC-07-22 Direct fecal smear examination
- AC-07-30 Animal Specimen Collection Documentation

- AC-08-03 Nonhuman Primate Feeding Procedures
- AC-08-04 Non-barrier Rodent and Rabbit Feeding Procedures
- AC-08-05 Watering Procedures for Nonhuman Primates, Rabbits, and Non-barrier Rodents
- AC-08-06 Routine Water Analysis and Sampling
- AC-08-07 Receipt and Storage of Laboratory Animal Feed
- AC-08-08 Barrier Rodent and Rabbit Feeding Procedures
- AC-08-09 Certified Feed and Bedding Analysis Reports
- AC-08-10 Fresh Fruits and Vegetables Receipt Storage, and Preparation

- AC-09-00 Assembly and Use of the Primate Tether System
- AC-09-01 Central Venous Catheter Care, Use and Maintenance in Nonhuman Primates
- AC-09-02 Preparing Lock Solution for Use in Central Venous Catheter and Venous Access Port Maintenance
- AC-09-10 Giving Intramuscular Injections to Small Animals and Nonhuman Primates
- AC-09-20 Giving Intravenous Injections to Small Animals and Nonhuman Primates
- AC-09-30 Giving Intraperitoneal Injections to Small Animals and Nonhuman Primates
- AC-09-40 Giving Intradermal Injections to Small Animals and Nonhuman Primates
- AC-09-50 Giving Subcutaneous Injections to Small Animals and Nonhuman Primates
- AC-09-60 Orogastric Intubation Procedures in Nonhuman Primates
- AC-09-61 Bronchoalveolar Lavage (BAL) Procedures in Nonhuman Primates

- AC-11-02 Euthanasia of Rabbits
- AC-11-03 Euthanasia of Nonhuman Primates
- AC-11-04 Euthanasia of Rodents by Carbon Dioxide Exposure
- AC-11-05 Euthanasia of Rodents by Barbiturate Overdose
- AC-11-06 Euthanasia of Rodents by Cervical Dislocation
- AC-11-07 Euthanasia of Rodents by Exsanguination
- AC-11-08 Anesthesia of Small Rodents using the VetEquip IMPAC
- AC-11-09 Procedure for Observation and Recovery of Laboratory Animals Following Anesthesia
- AC-11-10 Labeling Requirements for the AR502 Walk-In Cold Box
- AC-11-11 Injectable Anesthesia for Rodents
- AC-11-12 Injectable Anesthesia for Rabbits
- AC-11-13 Injectable Anesthesia for Nonhuman Primates
- AC-11-14 Disposition of Rabbit and Rodent Carcasses (Risk Assessed)
- AC-11-15 Procedures for Completing the Nonhuman Primate Daily Log
- AC-11-16 Anesthesia Using the Delmarva VAM-5000 Anesthesia Machine
- AC-11-18 Procedure for Observation and Recovery of Large Animals Following Anesthesia

- AC-13-00 Blood Collection Volumes for Rodents, Rabbits, and Nonhuman Primates
- AC-13-02 Plasmapheresis Using the Baxter Auto-C Plasmapheresis Machine
- AC-13-20 Collection of Blood from Rabbits
- AC-13-21 Collection of Blood from Guinea Pigs
- AC-13-22 Collection of Blood from Rats
- AC-13-23 Collection of Blood from Mice
- AC-13-24 Collection of Blood from Hamsters
- AC-13-30 Collection of Blood from Nonhuman Primates
- AC-13-52 Collection of Fecal Specimens from Nonhuman Primates

- AD-03-00 Recording, Correcting Maintaining and Reporting Raw DataAD-03-01 Significant Figures and Rounding Numbers

AD-03-02 Documenting Deviations

AD-08-00 GLP, GCP and ISO Compliance Training Program

AD-08-02 Training on Risk-Assessed Standard Operating Procedures

EQ-01-50 Bldg 1412 Cage and Rack Washer Maintenance and Operational Procedures

FC-01-02 Operation and Maintenance of Minute Man Floor Machines

FC-01-03 Air Pressure Differentials in Animal Rooms

FC-01-05 Sanitation and Cleaning of Freight and Passenger Elevators in Bldg 1412

FC-01-06 Minor Glassware Repair Procedures

FC-01-08 Operation and Maintenance of the Glassware Dry Oven

FC-01-09 Operation and Maintenance of Glassware Washers

FC-01-10 Glassware Section General Operations

FC-01-12 Glassware Sterilization

FC-01-13 Storage of Clean Glassware

RC-01-14 Cleaning and Sterilizing Cornwall Pipettors

FC-01-16 Petri Dish and Glass Spreader Cleaning, Preparation and Sterilization

FC-01-17 AGI Glassware Processing and Set-Up

FC-01-20 Bldg 1412 Tunnel Washer Maintenance and Operation Procedures

FC-01-21 Bldg. 1425 Cage & Rack Washer Maintenance and Operational Procedures

FC-01-22 Bldg. 1425 Tunnel Washer Maintenance & Operational Procedures

FC-01-23 Operation and User Maintenance of Glassware Dryers

FC-10-08 Transport of Dead and Infectious and/or Hazardous Nonhuman Primates Between Biocontainment Facilities

SA-00-01 Core Safety SOP: Proper Use of Autoclaves (Risk Assessed)

SA-00-04 Core Safety SOP: Disposal of Medical Waste and Perceived Medical Waste (Risk Assessed)

SA-00-05 Core Safety SOP: Chemical Fume Hood Operation (Risk Assessed)

SA-00-06 Core Safety SOP: Use and Disposal of Sharps (Risk Assessed)

SA-00-07 Core Safety SOP: Personal Protective Equipment for Animal Areas (Risk Assessed)

SA-00-08 Core Safety SOP: Spill Response (Risk Assessed)

SA-00-09 Core Safety SOP: BSL-3 Entry and Exit Procedures (Risk Assessed)

SA-00-10 Core Safety SOP: BSL-4 Entry and Exit Procedures (Risk Assessed)

SA-00-11 Core Safety SOP: Surface Decontamination Using Disinfectants (Risk Assessed)

SA-00-12 Core Safety SOP: Autoclaves - Operator Care (Risk Assessed)

SA-03-01 Disposal of chemicals and empty chemical containers

SA-03-02 USAMRIID Recycling

SA-03-03 USAMRIID Disposal of General Refuse

SA-03-04 Disposal of special medical waste and perceived medical waste

SO-00-01 USAMRIID Vehicle Gate Procedures

SO-00-04 Entry and Exit Inspections

SO-00-10 USAMRIID After-Hours Containment Entry

SO-01-01 USAMRIID Contractor Security Procedures

SO-01-03 General USAMRIID Access Determinations, Badge Issue, and Badge Accountability

1.5 Obtaining Full Text Copies of Publications, Directives, Manuals, Guides and SOPs Included, Incorporated or Referenced in This Contract.

The contract incorporates several of the above-cited writings by reference. These documents are included by reference with the same force and effect as if they were given in full text. Upon request, the COR or Contracting Officer will make the full texts available, provide a media disc with the data or advise the contractor where the document is available on line. Good sites for electronic access are these addresses: Publications listed in 1.3 and 1.4 may be made available by scheduling appointments with USAMRIID. Contractors shall contact the Contract Specialist, via e-mail to schedule appointment

1. www.arnet.gov
2. www.usapa.army.mil
3. www.dtic.mil/whs/directives/

APPENDIX 2

Appendix 2

General Information & Personnel Qualifications for Research Support Services

4. General Information

4.1. Contractor Personnel

All personnel specifically named by Contractor to hold the key positions (on-site Contract Manager, Deputy Manager, Farm/Warehouse Manager) shall not be replaced at any time during contract period without notifying the Government in writing as to the desired change; COR approval on any key personnel changes is required prior to implementation.

4.1.1. Qualifications

The Contractor shall furnish all personnel necessary to accomplish work required by this contract and shall ensure personnel meet training and experience requirements of this SOW. Additionally, personnel shall read, write, speak, and understand English and have a favorable background check, without evidence of a criminal history, prior to employment under this contract. See paragraph 4.9 of this part. Results of the background check shall be forwarded through the COR to the Contracting Officer. Personnel shall meet all basic security background check requirements prior to reporting to work at USAMRIID.

4.1.2. Contract Manager and Deputy Manager Positions

The Contractor shall provide a full-time, on-site Contract Manager and an Assistant or Deputy, both who shall reside within a reasonable commuting distance, who shall act with full authority for the Contractor and shall be responsible for overall management and coordination of work under this contract. Names and commitment resumes meeting the qualifications in the paragraphs below shall be submitted to the Contracting Officer with the Contractor's Proposal. Resumes or CVs shall be updated whenever changes occur once the contract is awarded.

4.1.2.1. Management and Employee Availability

The Contract Manager or Deputy shall be the central point of contact for the COR and KO on this contract. One or the other shall be available during normal Monday-Friday operating hours, (7:00 AM - 3:30 PM / 0.50 hour lunch, or 7:00 AM – 4:00 PM / one hour lunch). After core working hours, the Contract Manager or Deputy shall be on-site whenever Contract personnel are working on-site during routine weekend/holiday duty hours. At other times

these two personnel shall be available by direct pager, cell phone or through a phone answering service within fifteen minutes for emergency consultations. An answering machine is not acceptable.

4.1.2.2. Qualifications

The Contract Manager or Deputy shall have at least six-years prior experience in performance-based Contract Management or in Animal Husbandry; possession of a BS or BA degree in a germane major shall be substituted for three (3) years of experience, but only with COR approval. Replacement of managers, if necessary, shall be emplaced without delay, and approved by the COR; any replacement shall have all required contract qualifications upon reporting for work.

The Contractor shall develop procedures to discourage no-notice departures from managerial salaried employment contracts.

4.1.3. Contractor Employees

The Contractor shall not employ, or continue employment, of persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well being, or operational mission of the installation or its population.

In addition, if it becomes known that an employee is an active member of any group that opposes animal research, or in any other way demonstrates a desire to compromise the security or the mission of the Institute, that employee shall be terminated immediately. The Contractor shall develop policies and procedures to discourage “walk off” of employees and shall implement a method for replacement that shall ensure performance standards are met at all times.

Contract personnel that have performed animal care duties in an animal facility other than USAMRIID shall not be allowed to enter USAMRIID animal facilities within 24 hours of departure from the outside facility. Re-entry, in any event, shall require and include a shower and clothing change. Contractor shall provide at contract start, and with quarterly updates as necessary, an “Employee Pet Report”. The report shall list all employee-owned pets or pets residing in the same dwelling as the contract employee. A pet is defined as any animal of the following species maintained or owned: horses, rodents, reptiles, avian species, or any other exotic species. Ownership of such pets will not preclude employment but will require additional training to ensure employees are aware of possible cross-contamination hazards.

4.1.3.1. Contractor Employee Qualifications

All Contractor personnel operating Government, privately-owned or Contractor-owned vehicles on Fort Detrick facilities shall have a valid state license for the category of vehicle being operated (to include, when necessary, a Commercial Driver’s License – CDL). Contract personnel will be in possession of these licenses, to include CDL where required, prior to starting work under this contract. Licenses will be obtained at Offeror’s (or individual’s) expense – Government shall not bear costs for these licenses.

In addition, personnel required to operate farm equipment or machinery will have training and experience in operation of these items, and be able to operate them safely without supervision, prior to starting work. All drivers shall also meet requirements as specified in 1.3.R above.

Contractors requiring military licenses for operation of specific government-owned vehicles NOT requiring state licensing (e.g., forklifts and similar equipment) shall be provided training to obtain these additional required military certifications by the Government, at Government expense.

Animal caretakers will have a minimum of Assistant Laboratory Animal Technician (ALAT) certification, as defined by the American Association of Laboratory Animal Science (AALAS), or obtain certification within 3 months of employment, on their own time and at no cost to the Government. Contractor will maintain status of non-

certified individuals and ensure replacement with qualified individuals within this timeframe if certification is not achieved. Ability to lift animals, equipment or materials up to 50 pounds on a regular basis.

LARF Veterinary Technicians must have at least 2 years experience performing basic procedures on large animal species (horses, small ruminants) and be able to perform these procedures without assistance or supervision. They shall also have a Laboratory Animal Technician (LAT) certification, as defined by the American Association of Laboratory Animal Science (AALAS), or obtain certification within 3 months of employment, on their own time and at no cost to the Government. Contractor will maintain status of non-certified individuals and ensure replacement with qualified individuals within this timeframe if certification is not achieved. Ability to lift animals, equipment or materials up to 50 pounds on a regular basis, and over 50 lbs as required, periodically, within reasonable limits expected of a fully functional farm worker.

Veterinary Technicians shall have a Laboratory Animal Technician (LAT) certification, as defined by the American Association of Laboratory Animal Science (AALAS), or obtain certification within 3 months of employment, on their own time and at no cost to the Government. Contractor will maintain status of non-certified individuals and ensure replacement with qualified individuals within this timeframe if certification is not achieved. All veterinary technicians will have experience and formal training in handling and basic procedures for Old World NHPs, rodents, and rabbits, and be competent to perform all basic tasks competently and without supervision.

Farm Manager/Warehouse Manager must possess at least 5 years of experience in farm management, operations, and animal husbandry, possess a high school diploma or GED. Must possess ability to utilize a desktop computer and utilize Microsoft Word, Excel, and Power Point applications to independently create and manipulate documents PRIOR to start of work under this contract. It is preferable that this individual has the ability to weld (stick and Tungsten Inert Gas) as required to repair VMD equipment.

Driver services described in paragraph 1.3.H.1.) must possess all licenses as stated above as well as those listed in paragraph 1.3.R. In addition, driver must not have had driver's license suspended for any reason for the past 10 years.

Lead Veterinary Support Services and Contract Manager) shall have a minimum Laboratory Animal Technologist (LATG) certification, as defined by the American Association of Laboratory Animal Science (AALAS) or obtain one within 3 month of employment, on their own time and at no cost to the Government. Contractor will maintain status of non-certified individuals and ensure replacement with fully LATG-qualified individual within this timeframe (3 months of initial hire) if certification is not achieved.

The Environmental Enrichment Support Services and Manager shall possess a minimum of Laboratory Animal Technologist (LATG) certification, as defined by the American Association of Laboratory Animal Science (AALAS) or obtain one within 3 month of employment, on their own time and at no cost to the Government. Contractor will maintain status of non-certified individuals and ensure replacement with fully LATG-qualified individual within this timeframe (3 months of initial hire) if certification is not achieved. The individual(s) shall have formal training in, and at least 4 years' hands-on experience in execution of NHP environmental enrichment programs that comply with the Animal Welfare Regulations (9 CFR, as amended) and The Guide (NRC, 2010, and as revised), as well as familiarity with other applicable regulations (APPENDIX 1). Enrichment Technicians also perform veterinary technician duties (non-containment duties only) and as such shall possess the minimum qualification of a NHP-qualified veterinary technician (LAT, experience, as stated above).

4.1.4. Personal Appearance of Contractor Personnel

Contractor personnel shall present a neat well-groomed appearance while on duty and shall wear uniforms, safety shoes, scrubs, or protective equipment at all times. No shorts, no sandals, no T-shirts are to be worn as outer garments.

4.1.5. U. S. Citizen Employment

Only U. S. Citizens shall be employed under this contract to work within USAMRIID facilities.

4.1.6. Conflict of Interest

The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create or appear as a conflict of interest or would be inconsistent with DOD 5500.7-R, Joint Ethics Regulation.

4.1.7. Off-duty Military Personnel

Employment is not recommended due to potential for duty conflicts. In any event, employment of off-duty military personnel shall receive approval of the military chain-of-command up to the USAMRIID Commander. Note: All requests shall be reviewed by the OSJA office prior to the Commander's approval.

4.1.8. Employee Conduct and Courtesy

Contractor personnel shall observe and comply with the rules and regulations prescribed by the Installation Commander concerning fire, safety, sanitation, security, vehicle operation, and possession of drugs, firearms or other lethal weapons, when on the installation. Contractor personnel shall be subject to such checks as shall be deemed necessary to ensure that no violations occur. Contractor employees shall perform all contract duties in a courteous and timely manner. Contractor employees shall not loiter in any working area. The Contractor shall remove from duty any employee who is under the influence of alcohol, drugs, or other incapacitating agent.

Removal of contract employees for cause shall not constitute a reason for nonperformance of contract terms in the performance work summary table.

4.2 Smoking

Smoking is prohibited in all USAMRIID facilities. The Contractor shall enforce a smoke-free environment by ensuring that employees smoke only in designated outside areas and that they properly dispose of cigarette debris.

4.3. Conservation of Utilities

The Contractor shall implement the installation energy conservation program throughout the facilities in accordance with Army and USAMRIID Regulations.

4.4. Environmental Protection

The Contractor shall comply with all applicable Federal, State, and local environmental protection laws, and all stated regulations and standards included in Appendix 1.

4.5. General Administration

The Contractor shall perform all administration required by this contract to include the following:

4.5.1. Reporting Waste, Fraud, Abuse and Theft

The Contractor shall notify the Contracting Officer, COR, or the DOD hotline of any instances of suspected waste, fraud, abuse, loss, or theft by any person, employee or subcontractor.

4.5.2. Annual Labor Report

The Contractor shall submit to the Contracting Officer through the COR, an annual report of all service employees who have performed work under this contract. The report period shall cover from the contract start date through the following 365 calendar days, and each successive year for the term of the contract. Service employees shall be identified by their occupational classes and wage classification and date hired, as applicable to the contract wage determination. The report shall include employees' rate of pay, to include their overtime rate, and all monetary fringe benefits. This report shall be submitted to the Contracting Officer (KO) through the COR NLT two weeks prior to the end date of that reporting year.

4.5.3. Technical Direction Representatives

The COR for this contract will be designated by an appointment letter.

Technical guidance under this contract shall be given to the Contractor by the Contracting Officers Representative (COR), Technical Contracting Officer (COTOR, TOCOR, or similar acronyms may be used) or appointed alternates. The NCOIC, VMD and assistant Chief, Department of Animal Husbandry (DAH) shall frequently be used as appointed alternates for providing technical guidance. Technical guidance is defined as that process by which the Contractor receives instruction or contract clarification as it relates to an element of work solely within the existing requirements of the PWS. Under this contract, technical guidance shall be given by the Director or Deputy Director, VMD; the Chief, Department of Animal Husbandry (or his assistant); the NCOIC, VMD; the assistant Chief, DAH; or, for Veterinary Technician or Environmental Enrichment Technician duties only, the appropriate section veterinarian (OIC of the section).

The Contracting Officer (KO) is the only individual authorized to modify any of the terms and conditions of the contract.

4.5.4. Standard Operating Procedures (SOPs)

Standard SOPs for operation of USAMRIID Government-provided facilities and equipment (Appendix 1), shall be provided by the Government to Offerors along with the solicitation. Upon award of contract they shall be enforced by the Government to ensure procedures are conducted to maintain appropriate animal facility conditions.

The Contractor shall revise and provide new written SOPs for the conduct of all operations that Contractor personnel shall perform to fulfill the contract. The Contractor's list of SOPs to be re-written shall be supplied to the Contracting Officer and the COR, for approval, with the final submission of the Quality Control Plan. The Contractor and the COR will agree on the changes to be made to the SOPs that require rewriting once the Quality Control Plan has been finalized. Since research at USAMRIID may be conducted in compliance with the Good Laboratory Practice (GLP) regulations, SOPs shall also be approved by Regulatory Affairs, USAMRIID.

Copies of the current SOPs and all revisions or updates shall be placed in appropriate locations in the animal facilities and shall be accessible to all employees. The Contractor shall write new SOPs and shall revise existing SOPs on an as needed basis. The COR may also communicate the need for new SOPs to the Contractor upon receipt of revised or corrected information. New or revised SOPs shall be delivered to the COR within 15 calendar days of the COR's communication. All SOPs shall be approved by COR, and shall be property of the Government.

Upon contract award, the latest SOPs used by the Government shall be made available to the Contractor. All local SOPs required for compliance shall be made a part of the Contractors Quality Control Plan when the plan is offered for acceptance by the KO, COR or designated Government representative. New and revised SOPs shall be provided via RIID-Training, online, or through hard-copy, official SOP binders provided to VMD by Quality and Regulatory Compliance Office (QARCO).

4.5.5. Interface with Participating Associate Contractors (PAC)

The Contractor shall establish and maintain good working relationships with associate contractors who are affiliated with other USAMRIID contracts, and any others, such as suppliers or maintainers who can impact the performance of this contract.

4.6. Phase-In

The Contractor shall establish procedures to ensure a smooth transition of all management and functional responsibilities identified in this PWS. The Contractor shall ensure all responsibilities are transferred without any degradation in service. The Contractor shall develop and implement a Phase-In Plan that shall compliment the incumbent contractor's phase-out plan.

4.7. Phase-Out

The Contractor shall submit a phase-out draft plan 90 calendar days before any required period of exercise of the first year option of the contract. If the phase-out plan CLIN is exercised, the plan shall be updated during the same time period each year thereafter. This plan shall include provisions for training of Government or other, follow-on contractor employees. If the Government elects to have phase-out services, they will be conducted during the final 15 calendar days prior to this contracts expiration. The contractor shall establish procedures with any successor to ensure a smooth transition of all responsibilities and requirements without any degradation in service. Upon request by the KO or the COR, the contractor shall implement the transition plan, which shall include turning over all data and providing site orientation and "over the shoulder" training to the successor. Phase out procedures are included (one time) in the Base Year CLIN 0001 price schedule.

4.8. Freedom of Information Act (FOIA) and Privacy Act (PA)

Any FOIA or PA request received by the contractor shall be forwarded, no later than the next workday after receipt, to the COR. The COR will deliver the request to the Contracting Officer at USAMRAA for processing action.

4.8.1. Non-public Data Protection

The Contractor shall protect the privacy of all information reported by or about contract employees and shall protect against unauthorized disclosure. The Contractor shall ensure personal privacy data is protected to prevent unauthorized disclosure and ensure proper disposal of records subject to the act.

4.9. Personnel Security Clearance Requirements

Background

The Department of the Army and USAMRIID has determined and require that all contractor employees undergo a background investigation. This requirement includes subcontractors, who shall be working in a USAMRIID facility, or who shall have access to USAMRIID equipment, and non-public privileged, proprietary, or trade secret information.

General

Notwithstanding other submission requirements stated elsewhere in this contract, the Contractor shall submit the following information to the Contracting Officer, ten (10) calendar days prior to commencement of work hereunder:

a. Certification that all required security review requests have been processed and a list of Contractor employee's names for which the required security information checks have been provided.

b. The Contractor **Shall Not** commence work under this contract until the Preliminary Check as specified below has been completed. The Government at no cost to the contractor shall conduct any additional required background investigations.

4.9.1. Preliminary Check (National Crime Information Center and Credit Bureau Check)

Prior to commencement of work, the Contractor shall perform, as a minimum, an inquiry through the NCIC and a credit check through an appropriate credit bureau entity for all contractor employees identified above. Also see 4.1.1. The Contractor shall notify the Contracting Officer and the COR, in writing, of the results of the preliminary check. Notification shall be given by the Contracting Officer or COR to the contractor to commence work with those individuals who have been cleared.

a. Contract employees that **shall not** work in ABSL3 or ABSL4 areas must have a favorable or favorably-adjudicated National Agency Check (NAC). The check must be initiated no later than the commencement of work. The necessary paperwork can be accessed at www.dss.mil. Download the EPSQ 2.2 version and fill out SF85P.

b. However, if any Contract employee is subsequently hired and **shall** work in BSL3 or BSL4 areas, they must have a favorable or favorably-adjudicated Single Scope Background Investigation (SSBI). The check must be initiated no later than the commencement of work. Standard Form (SF) SF86 must be submitted for this requirement. The form will be submitted to the USAMRIID Personnel Security Office through the Personnel Security Investigation Portal (PSIP) at Aberdeen Proving Ground (APG). A National Agency Check (NAC) will also be conducted using SF85P, also submitted by the USAMRIID Personnel Security Office through the PSIP. In addition, these employees must receive a favorable Security Risk Assessment from the Federal Bureau of Investigation. This process shall be initiated at commencement of work. FBI form FD 961 must be completed and approved prior to gaining access to ABSL3 or ABSL4 areas.

4.9.2. Security and Identification (ID) Badges

Upon notification as referenced above, the contractor employees who are cleared to commence work shall complete an in-processing requirement checklist and forms and shall submit the forms in person, before security/ photo ID badges shall be issued. Employees must be escorted prior to completion of all in-processing requirements.

Required background investigations shall include, but are not be limited to:

- Review of prior Government/military personnel records;
- Review of FBI records and fingerprint files;
- Searches of credit bureaus;
- Personal interviews;
- Written inquiries covering the subject's background and
- Residency locations for the past 7 years.

The contractor is responsible for ensuring the integrity of contract performance is maintained pending completion of all appropriate background investigations of contractor employees. The contractor shall require all contract employees to submit the appropriate forms for the necessary reviews immediately upon notice of contract award. The Contractor shall review all forms for completeness and accuracy prior to submitting them to the COR/KO and or USAMRIID Security office. In addition to the submission of the required forms, the contractor shall provide a cover letter which includes: contractor's name, contract number, contractor employees' names, social security numbers, dates of birth, former names and name of the Contracting Officer.

USAMRIID Personnel Security Staff shall resolve with the contract employee any issues on the form, which are inaccurate or incomplete. Employees who have been previously granted a Government clearance shall advise USAMRIID Personnel Security Staff of the details of such clearances to determine if a previous clearance is suitable for the current position. At any time a contractor employee for whom security forms have been submitted is terminated or otherwise ceases work under the contract, the contractor shall immediately notify USAMRIID Personnel Security Staff, in writing, with copies to the COR and Contracting Officer. The OPM background investigation shall take approximately 120 days. In the event that a cleared individual is replaced, the contractor shall notify the COR and Contracting Officer and comply with all requirements of this clause, as specified herein, prior to the commencement of work by the replacement individual. The Contractor shall be responsible for the return of any Government issued security badges to the COR.

4.10. Occupational Health and Safety (OHS)

All services and/or work shall be performed in accordance with Federal, state, and local regulations including Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Maryland regulations, as well as US Army / USAMRIID and Public Health Service (PHS) guidelines, safety and occupational health policies, and procedures.

This shall include required physical examinations, access to medical records, and medical tests. In addition, policies and procedures specific to the animal facility and laboratories shall be enforced. Review and approval of the Contractor's proposed OHS program by the Contracting Officer or COR, or other US Army employee, is not intended as, and shall not be construed as, any assumption of responsibility or liability by the Government for the health or safety of the contractor's employees. The Contractor is liable for death, bodily injury, or property damage caused by violation of applicable laws, regulations, SOPs, policies, approved procedures, or other rules or safety precautions caused in whole or in part by the Contractor or its employees.

The Government reserves the right to conduct unannounced inspections, including review of safety and health documentation records, at any time. The Government reserves the right to investigate accidents involving Contractor personnel. The Contractor shall immediately report to the COR any bodily injury or death in performance of official duties in any way associated with this contract or activities undertaken in pursuit of compliance with this contract. Notification shall be made in person or by electronic means (telephone or e-mail). Also report damaged Government property, or loss of Government property resulting from the activities of the Contractor, its agents, or its employees.

The Contractor shall identify and purchase the necessary safety items such as safety shoes, work clothing (scrubs), appropriate outdoor gear for LARF employees (coats, rain gear, steel-toed work boots, cold-weather gear, coveralls) and other items deemed necessary and not furnished by the Government (note that Government will furnish shoes, clothing, and all necessary safety items for use in BSL3 and BSL4 areas, if applicable). It is the sole responsibility of the Contractor to provide all training for its employees as mandated in current Federal, Army, Public Health Service, state, and local regulations and guidelines. Note however, that Government will furnish training specific to working in BSL3 and BSL4 areas, if applicable.

The Contractor shall assure that each employee assigned to a hazardous procedure or task has sufficient training and possesses the requisite knowledge and skills to perform the procedure or task safely. Further, the Contractor shall re-assess such needs throughout the duration and performance of this contract. Some experimental animal studies shall be conducted using biological, chemical or radiological hazards that are known or suspected to be hazardous to humans. Strict biological, chemical, or radiological containment for safe work practices and proper waste disposal procedures shall be employed to minimize exposures to personnel and the work environment. Material Safety Data Sheets (MSDS) from chemical manufacturers or other reliable sources shall be used by the Contractor to determine the hazards and appropriate safe work practices.

Also comply with Occupational Health and Safety in the Care and Use of Research Animals (National Research Council, 1997 or later editions), Biosafety in Microbiological and Biomedical Laboratories (CDC-NIH 2008 or later editions), and the Food and Drug Administration Safety Staff Manual Guides, safety manuals and policies and procedures.

The Contractor shall identify a Safety officer/manager by name. The individual's qualifications shall be submitted to the COR and Contracting Officer prior to commencement of work.

4.11. Medical Examinations

The Contractor shall not knowingly employ any person who is identified as a potential threat to the health, or general well being to the animals housed in the facility, or the research occurring in the facility. The Contractor

shall provide baseline physical exams for its personnel, and the Contractor shall verify in writing that personnel have received a baseline physical examination and are medically fit for work prior to reporting to work.

The Contractor must have an Occupational Health Program that includes an Occupational Health Provider familiar with animal husbandry. The baseline physical examination to be provided by the Contractor (or designated Subcontractor) shall include but not be limited to the following procedures:

- 1) medical history review with emphasis on:
 - a) status of tetanus and rabies immunization, (required current); rabies titer is required upon hire to ensure appropriate levels of protection
 - b) status of allergies to fur, animals (rat, mouse, rabbit, and other species as shall be or come to be housed in the facility), and latex
- 2) All employees must be enrolled in a Hearing and Respiratory Protection Program
- 3) Urine drug screen (NIDA-5 is acceptable)
- 4) Laboratory tests
 - a) Serum Chemistry 26 panel
 - b) Complete blood count
 - c) Urine analysis
- 5) TB test / screen, within the last 6 months, and every 6 months thereafter, as required by current USAMRIID SOPs; if positive, a chest x-ray and certification from the Occupational Health Provider that the TB is not active.
- 6) Tetanus and rabies booster, if indicated by immunization schedule or rabies titer
- 7) Vision screen
- 8) Vital signs (blood pressure, temperature and pulse)
- 9) Chest X-ray (if indicated from other tests such as TB)
- 10) EKG (for employees over age 40 years)
- 11) Other vaccinations required are hepatitis B, MMR, and annual flu vaccine.

All certifying physicians must have written instructions supplied by the Contractor containing the items outlined in this part prior to their certification of potential employees. The Contractor shall also provide personnel working on this contract with *annual* physical examinations. Biohazardous agents designated Biosafety Level 3 (BSL3) or Biosafety Level 4 (BSL4) shall be used in research in USAMRIID facilities. The Contractor shall ensure employees working in BSL3, and BSL4 areas are not immune compromised. The Contractor shall verify annually in writing that personnel have received an annual physical examination and are medically fit for work. The annual physical examination shall include the above procedures as determined necessary by the Occupational Health Provider. The name and address and phone number of the Occupational Health Provider shall be provided to the COR and maintained current.

4.11.1. Special Immunizations Program

Contractor employees who shall work in ABSL3 and ABSL4 areas shall be enrolled in the USAMRIID Special Immunizations Program (SIP) and shall be determined, by USAMRIID physicians, to be medically able to receive the required immunizations. Required immunizations include, but are not limited to: anthrax, botulinum toxin, smallpox, Venezuelan equine encephalitis virus, western equine encephalitis virus, eastern equine encephalitis virus, Rift Valley fever virus, and yellow fever.

Contractor shall reimburse SIP for cost of vaccines and required medical surveillance. Current costs can be obtained from SIP at 301-619-7655.

4.12. Uniforms

Contractor shall provide uniforms for personnel assigned to the contract. Uniforms shall be worn by all personnel assigned to USAMRIID facilities under this contract while in the performance of duties. Neat and clean uniforms shall be worn daily. The uniforms shall be readily identifiable, and conform to Institute style; discuss color and

style with COR prior to purchase to ensure no conflict with Institute color-coding occurs. Laundry services for uniforms shall be furnished by the Contractor at an off-site location. Uniforms shall be changed if personnel leave the facility area for any reason. A jacket or coat should be included as personnel are exposed to inclement weather when working on the loading dock, transporting equipment/supplies, or moving between buildings. Contractor shall furnish OSHA-approved safety shoes to all Contract personnel. Government will provide and launder clothing and shoes worn in biocontainment areas.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0098	Destination	Government	Destination	Government
0099	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government

4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

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

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

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

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

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

(1) "This work is supported by the US Army Medical Research and Materiel Command under Contract No. (To Be Determined Upon Contract Award).

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

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

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

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2011 TO 31-MAY-2012	N/A	USA MED RESEARCH INST OF INFECTIOUS DISE 1425 PORTER STREET FORT DETRICK MD 21702-5011 FOB: Destination	W23MYC
0002	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0003	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0004	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0005	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0006	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0007	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0008	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0009	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0098	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
0099	N/A	N/A	N/A	N/A
1001	POP 01-JUN-2012 TO 31-MAY-2013	N/A	USA MED RESEARCH INST OF INFECTIOUS DISE 1425 PORTER STREET FORT DETRICK MD 21702-5011 FOB: Destination	W23MYC
1002	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC

1003	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1004	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1005	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1006	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1007	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1008	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
1009	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2001	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2002	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2003	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2004	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2005	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2006	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2007	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2008	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
2009	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3001	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3002	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC

3003	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3004	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3005	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3006	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3007	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3008	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
3009	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4001	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4002	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4003	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4004	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4005	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4006	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4007	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4008	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC
4009	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23MYC

CLAUSES INCORPORATED BY REFERENCE

52.242-17 Government Delay Of Work
52.247-34 F.O.B. Destination

APR 1984
NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G - Contract Administration Data

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

**52.004-4002 Contractor Performance Assessment Reporting System (CPARS) (USAMRAA)
(September 2009)**

The Contractor Performance Assessment Reporting System (CPARS) has been adopted electronically to capture assessment data and manage the evaluation process. CPARS is used to assess a contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS Automated Information System (AIS) collection tool and other CPARS information can be accessed at <https://www.cpars.csd.disa.mil>. CPARS collects contractor performance information and passes it to the Federal Past Performance Information Retrieval System (PPIRS) where it can be retrieved by Federal Government Agencies including the DoD Services. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of contractor performance. Both government and contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. The Contractor shall assign and provide to the Contracting Officer's Representative (COR), within 10 calendar days after award, the name, title, email address and phone number of the designated Contractor Representative (CR) within their firm who will be responsible for CPAR information and reviewing the Government's proposed assessment for the period of performance. A User ID and Password for the CPARS will be provided to the designated CR for this purpose of accessing the CPARS. The CR has the authority to: Receive the Government evaluation; Review/comment/return the evaluation to the Government within 30 calendar days after the Government's evaluation is completed; Request a meeting to discuss the CPAR. This meeting must be requested, in writing, no later than seven calendar days from the receipt of the CPAR and must be held during the contractor's 30-day review period. The CR must either concur or nonconcur to each CPAR.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

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

XX Wide Area Workflow (WAWF) (see instructions below)

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

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

Other (please specify) _____
DFAS POC and Phone:1-800-553-0527

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

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office **fill in DFAS location here as indicated on your purchase order/contract**] at [Contracting Office **fill in DFAS vendor pay phone number here**] or faxed to [Contracting Office **fill in DFAS vendor pay fax phone number here**]. Please have your purchase order/contract number ready when calling about payments.

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

The following codes and information will be required to assure successful flow of WAWF documents.
TYPE OF DOCUMENT [Check the appropriate type]

Commercial Item Financing

Construction Invoice (Contractor Only)

Invoice (Contractor Only)

(Invoice and Receiving Report COMBO)

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

Performance Based Payment (Government Only)

Progress Payment (Government Only)

Cost Voucher (Government Only)

_____ *Receiving Report (Government Only)*

_____ *Receiving Report With Unique Identification (UID) Data (Government Only)*
UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

_____ *Summary Cost Voucher (Government Only)*

CAGE CODE: To Be Designated Upon Award

ISSUE BY DODAAC: W81XWH

ADMIN BY DODAAC: W81XWH

INSPECT BY DODAAC: To Be Designated Upon Award

ACCEPT BY DODAAC: To Be Designated Upon Award

SHIP TO DODAAC: W23MYC

LOCAL PROCESSING OFFICE DODDAC: N/A

*PAYMENT OFFICE FISCAL STATION CODE: **HQ0302***

EMAIL POINTS OF CONTACT LISTING: To Be Designated Upon Award

INSPECTOR: To Be Designated Upon Award

ACCEPTOR: To Be Designated Upon Award

RECEIVING OFFICE POC: To Be Designated Upon Award

CONTRACT ADMINISTRATOR: Lisa Sawyer, Email: Lisa.Sawyer@amedd.army.mil

CONTRACTING OFFICER: Tonya Kreps, Email: Tonya.Kreps@amedd.army.mil

ADDITIONAL CONTACT: N/A

End of Clause

252.217-7012 LIABILITY AND INSURANCE (AUG 2003)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment.

- (1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.
- (2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.
- (3) The Government does not assume risk of and will not pay for any costs of the following:
 - (i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --
 - (A) Defective workmanship performed by the Contractor or its subcontractors;
 - (B) Defective materials or equipment furnished by the Contractor or its subcontracts; or
 - (C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.
 - (ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --
 - (A) All or substantially all of the Contractor's business; or
 - (B) All or substantially all of the Contractor's operation at any one plant.
- (4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.
- (5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.
- (6) Notwithstanding the foregoing, the Contractor shall bear the first \$50,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).
 - (c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.
- (1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.
 - (2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance.

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

(End of clause)

SAFEGUARDING PROPRIETARY INFORMATION (MAY 1999) (USAMRAA)

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

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

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

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

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

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

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

Name:

Date:

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

CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-12	Special 8(A) Subcontract Conditions	FEB 1990
52.222-25	Affirmative Action Compliance	APR 1984
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

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

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

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

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

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

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

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

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

XX (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

XX (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

- ___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).
- ___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (9) [Reserved].
- ___ (10)(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.
- ___ (11)(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.
- ___ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- _XX_ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (16)(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.
- ___ (17) 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).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

XX (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

XX (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XX (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

XX (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

XX (27) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

XX (29) 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.)

___ (30) (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.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(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. .

___ (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(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.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (37) 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).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 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))

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

XX (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

__XX__ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 45 days after the written notice intent to exercise the option. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the U.S. Army Research Medical Acquisition Activity (USAMRAA) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the USAMRAA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the USAMRAA.

CLAUSES INCORPORATED BY FULL TEXT

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Contractor who is awarded this contract will notify the USAMRAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>CONTRACT POSITION</u>	<u>Equivalent GS Level</u>	<u>Base/Overtime Hourly Rate (1)</u>
Animal Caretaker	WG – 07	\$ 24.81
Large Animal (LARF) Vet. Technician	GS – 07	\$22.47/33.71
Driver	WG - 07	\$ 24.81
Farm Manager/Warehouse Mgr	GS - 09	\$27.49/40.07
Contract Manager/Deputy Mgr	GS – 13	\$47.40/47.40
Veterinary Tech. (Non-containment)	GS - 09	\$27.49/40.07
Veterinary Tech. (Containment)	GS - 11	\$33.26/40.07
Lead Vet. Tech. (NHP)	GS - 11	\$33.26/40.07
Lead Vet. Tech. (Rodents/Rabbits)	GS - 11	\$33.26/40.07
Environmental Enrichment Technician	GS - 09	\$27.49/40.07
Animal Facility Quality Control Tech.	GS - 09	\$27.49/40.07

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

www.usamraa.army.mil, select the "References" link

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.usamraa.army.mil

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2011)

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

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

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

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

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

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

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ___ Alternate I (DEC 2010) of 252.225-7001.

(6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(iii) ___ Alternate II (DEC 2010) of 252.225-7021.

(12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) __XX__ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(iii) ___ Alternate II (DEC 2010) of 252.225-7036.

(iv) ___ Alternate III (DEC 2010) of 252.225-7036.

(15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) __XX__ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

- (17) __XX__ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) __XX__ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) __XX__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(i) __XX__ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (26) __XX__ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- (1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The (To-Be Determined Upon Award) will notify the U.S. Army Medical Research Acquisition Activity (USAMRAA) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

- (b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in Performance Work Statement in Section C, Animal Husbandry Services required 7 days a week, regardless of weather or other existing conditions.
- (c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.
- (2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.
- (3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.
- (d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.
- (2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
- (e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.
- (f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.
- (g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 1 - Wage Determination	17	
Attachment 2	Attachment 2 - Past Performance Questionnaire	3	
Attachment 3	Attachment 3 - Quality Assurance Surveillance Program	8	

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-38 Compliance With Veterans' Employment Reporting SEP 2010
Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2011)

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 (o) of this provision.

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

"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 (o) 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) (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: _____.)

(9) 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 [squ] is, [squ] 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [squ] is, [squ] is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone 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 \$150,000.) 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 is 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.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts--

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

- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541690- assigned to contract number \$6.5M.

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

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

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

2005)

(a) Definitions.

As used in this clause-

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

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of provision)

GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION****1. GENERAL INSTRUCTIONS**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative via the e-mail address below before 13 April 2011 at 12:00 PM EST:

Name: Lisa Sawyer, Contract Specialist

Email: lisa.sawyer@amedd.army.mil

Address (must be complete on all transmittals.):

US Army Medical Research Acquisition Activity (USAMRAA)

ATTN: Ms. Lisa Sawyer

820 Chandler Street

Fort Detrick, MD 21702-5014

The Government will answer all relevant and appropriate questions regarding this solicitation. All questions shall be submitted electronically on or before 13 April 2011 by 12:00 PM EST to the contract specialist. Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date. Questions not submitted electronically may not be answered. Answers to all relevant and appropriate questions will be issued via amendment to this solicitation.

2. SUBMISSION OF PROPOSALS: The proposal shall be submitted in three Parts. Six copies of each CD, for a total of 18 CDs, shall be submitted. In addition, one complete hard copy of each Part shall also be submitted.

PART I:	BUSINESS PROPOSAL
PART II:	TECHNICAL PROPOSAL (Limitation of seventy-five (75) one-sided pages excluding resumes)
PART III:	PAST PERFORMANCE

a. Each of the parts shall be separate and complete, so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the others. Offerors shall submit proposal via electronic format on compact disk (CD). Additionally, offerors shall submit one printed copy of the offerors completed, signed and dated Standard Form 33 face page, Line Item Prices, Representation and Certifications, and acknowledgement of any amendments.

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

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

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

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

3. BUSINESS PROPOSAL INSTRUCTIONS (Part I)

Your business proposal shall consist of three parts: Price/Cost Proposal, Signed SF 33, and Representations and Certifications..

The Business proposal shall be specific, complete in every detail, and separate from your technical proposal. To reduce subsequent requests to offerors for additional data, the following paragraphs provide guidance on your business proposal.

a. Price Proposal: Offerors shall identify pricing per month for the basic contract and each option year. The proposal must include substantial back-up documentation to substantiate the proposed monthly services being provided in accordance with the PWS. Offerors shall price proposals in accordance with the Service Contract Act. Offerors price should include any provisions of applicable Wage Determination, and Medical Examinations outlined in Sections 4.11 and 4.11.1.

b. Representations and Certifications: Public law, procurement regulations, or procurement policy requires the Representations and Certification. One (1) copy of the Representations and Certifications must be completed and submitted as described in the General Instructions.

4. TECHNICAL PROPOSAL INSTRUCTIONS (Part II)

The Technical Proposal is required to meet all requirements of the RFP not just Factors and Sub Factors to be eligible for award. The Technical Proposal must include a discussion of your methodology to meet all the requirements of the contemplated contract. The Technical discussion shall be specific, detailed, and complete enough to clarify and fully demonstrate that you understand the requirements and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as, “Standard procedures will be employed” and “Well-known techniques will be used.” The Technical Proposal must be sufficient as to how you propose to comply with the applicable Statement of Work including a full explanation of the techniques and procedures you propose to follow. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It shall not be incorporated by reference. Technical proposal shall not exceed seventy-five (75) one-sided pages, excluding resumes. Any pages, outside of the page limit will be removed and not evaluated. Technical proposals shall be in Ariel font no smaller than twelve (12) pitch with one (1) inch margins. **Technical Proposals shall not include any price information.** The following factors must be addressed in technical proposals.

a. Technical Capability – Subfactors: Management Approach, Quality Control Plan and Training, Emergency & Occupational Health & Safety Program are of equal importance.

(1) Management Approach: Explain in detail how comprehensive support of the animal husbandry requirement will be accomplished to satisfy the requirements contained of Performance Work Statement (PWS) and the Performance Requirement Summary Table (PRST). Description should include the Offeror’s understanding of execution and application of that understanding in the following areas:

- (i) Experience with variety of species, comparable scope of work, facility size and specificity, level of detail, and completeness of analysis of the full requirement.
- (ii) Describe methodologies, processes and capabilities that reflect ability to effectively and efficiently managed the contract, and implement and execute husbandry services;
- (iii) Describe requirements support, resource management, and human resources development to the degree in which the Offeror demonstrates the ability to control, coordinate, and direct performance requirements, organize and manage resources that will achieve technical requirements
- (iv) Describe practices and methods to retain and attract a quality staff and support development structure.
- (v) Projected capability to facilitate “commendable AAALAC Standards;
- (vi) describe the transition Phase-in procedures to keep all operations as seamless as possible, keeping downtime to a minimum to transition current services and historical data,

the orientation phase of the transition plan, and the management of Government-Furnished Equipment, and Government-Furnished Information transfer and accountability.

(2) **Quality Control Plan:** Provide a functional Quality Control Plan explaining in detail the manner and the areas in which the Offeror will maintain quality control for this service.

(3) **Training, Safety, Emergency, and Contingency & Occupational Health Program Plan:** The Offeror shall provide a detailed training, safety, emergency, contingency and occupational health program plan to include explanation as to how coverage can be provided during emergencies or during labor problems in order to prevent work stoppage that could have an impact on animal care.

b. **Personnel Qualifications** – Subfactor: Organizational Structure and Key Personnel are equal in importance.

(1) **Organizational Structure:** Provide well defined organizational structure chart showing levels of management personnel authority, including names of individuals involved specifically with this services. Describe ability to attract and retain high quality staff by providing a copy of the organizational recruitment and retention plan, and a detailed description of the organization’s turnover rate by year for the last three years segregated into “management” and “non-management” categories.

(2) **Key Personnel:** . The Offeror shall employ only qualified personnel to provide services under the PWS, and provide proof of qualifications by submission of resumes with position description, training certificates and certifications and references if available on all proposed contract employees.

c. **Corporate Experience:** The Offer shall provide evidence of performance in maintaining experimental animal colonies under similar conditions as to numbers and types of animals and biocontainment environment shall be evaluated. Records maintenance, facility sanitation, and a proven capability to obtain or maintain AAALAC certification as required by the PWS shall also be evaluated.

5. PAST PERFORMANCE (Part III):

Offerors shall submit the following information as part of their proposal.

1. A list of all contracts and subcontracts completed during the past five (5) years and all contracts and subcontracts currently in process relating to Animal Husbandry Services in an AAALAC accredited environment or similar services. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract and subcontract:

- a. Name of contracting activity;
- b. Contract number;
- c. Contract type;
- d. Total contract value;

- e. Contract work;
 - f. Contracting Officer and telephone;
 - g. Program Manager and telephone,
 - h. Administrative Contracting Officer, if different from Item f; and
 - i. List of major subcontractors.
2. The offeror may provide information on problems encountered on the contracts and subcontracts identified in 1 above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts.
3. Offerors shall request the attached Past Performance Questionnaire (Attachment 2) to be completed by all Federal Government entities, agencies of state and local governments and commercial customers as identified in response to part 1 of this subsection. These Questionnaires shall be submitted via electronic copy to lisa.sawyer@amedd.army.mil or by fax hard copy to 301-619-2254. **All questionnaires must be completed and returned by 29 April 2011 as identified in Block 9 of the Standard Form 33.** Government source selection evaluators will verify past performance information and also may solicit additional recent information from other authoritative Government sources.
- 3.1.1. Past Performance Questionnaire's must be completed on subcontractors performing more than 20% of work related to this requirement.
4. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or Certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599).
- Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
5. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

SCHEDULED SITE VISIT

A site visit is available on 6 April 2011 beginning at 12:00 noon local time. The site visit will assemble at 1425, Porter Street, Fort Detrick, MD 21702-5011. To schedule your participation in the site visit, provide your name, company, and contact information (telephone number and email) to Lisa Sawyer, Lisa.Sawyer@amedd.army.mil no later than 3:00 p.m. local time on 4 April 2011.

NOTE: All registered participants for the site visit are required to bring a Photo I.D. Additionally, No camera-capable phones or open-toed shoes are allowed inside the USAMRIID facility.

The incumbent for these services is The McConnell Group, Inc., Rockville, MD.

CLAUSES INCORPORATED BY REFERENCE

52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984

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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Director
USAMRAA
820 Chandler Street
Attn: Tonya Kreps
Fort Detrick, MD 21702

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

(End of provision)

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

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

www.usamraa.army.mil

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(f) The use in this solicitation of any DFAR (48 CFR Chapter Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

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

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

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

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

(End of provision)

REVIEW OF AGENCY PROTESTS:

The contracting activity, U.S. Army Medical Research Acquisition Activity (USAMRAA), will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

The reviewing authority is the Contracting Officer.

Section M - Evaluation Factors for Award

EVALUATION FACTORS

BASIS FOR AWARD

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 following evaluation factors: Technical Capability, Personnel Qualifications, Corporate Experience, Past Performance, and Price. Technical Capability and Personnel Qualifications are of equal importance, and are considered more important than Corporate Experience and Past Performance. Corporate Experience and Past Performance are of equal importance. The Subfactors under each factor are of equal importance; However, price may become the deciding factor if proposals are evaluated and determined to be technically equivalent. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Capability and Personnel Qualifications factors. If upon final evaluation, an offeror is deemed "Unacceptable" or "High Risk" for any individual non-price factor, they may be excluded from award consideration.

TRADE-OFF ANALYSIS

When making the source selection decision, the award is not necessarily made to the lowest priced offer; however, the trade-off process does not preclude eventual selection of the lowest priced, acceptable offer as providing the best value. By applying trade-off analysis, each offer will be considered by examining the proposal attributes of each of the non-price factors, and the offered price as independent variables. If the lowest priced, acceptable offer is not selected, or the superior technical proposal is not selected the justification for making such a determination will be included in the source selection decision document. When the SSA determines that the best value proposal is other than the lowest-priced proposal, the document must explicitly justify paying a price premium regardless of the superiority of the proposal's non-cost rating.

1. Proposal Evaluation:

- a. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered.
- b. These principal non-price factors will be evaluated in each offeror's proposal and are deemed critical in evaluating technical proposals: technical capability, personnel qualifications, corporate experience, and past performance.
- c. Any proposals that are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost and/or price will be deemed reflective of an inherent lack of technical competence or indicative of the offeror's failure to comprehend the complexity and risk of the contract requirements, and may be grounds for rejection of the proposal.

2. Factors for Award

- a. Technical Capability – Subfactors: (i) Management Approach, (ii) Quality Control Plan and (iii) Training, Emergency & Occupational Health & Safety Program are of equal importance.
- b. Personnel Qualifications – Subfactor: (i) Organizational Structure and (ii) Key Personnel are equal in importance.
- c. Corporate Experience;
- d. Past Performance; and

e. Price:

3. Additional Guidance

- a. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. The Government reserves the right to:
- Reject any or all proposals;
 - Award no contract at all, depending on the quality of the proposal(s) submitted and the availability of funds;
 - Award to other than the lowest priced offer;
 - Waive informalities and minor irregularities in offers received; and
 - Award a contract without discussions.

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:

Technical Capability;
 Personnel Qualifications;
 Corporate Experience;
 Past Performance; and
 Price

Technical Capability and Personnel Qualifications are of equal importance and are considered more important than Corporate Experience and Past Performance. Corporate Experience and Past Performance are of equal importance. The SubFactors under the Factors are of equal importance. However, price may become the deciding factor if proposals are evaluated and determined to be technically equivalent. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Capability and Personnel Qualifications factors. If upon final evaluation, an Offeror is deemed "Unacceptable" or "High Risk" for any individual non-price factor, they may be excluded from award consideration.

(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)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)