

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   84	
2. CONTRACT NO.		3. SOLICITATION NO. W911QY-16-R-0010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011  CODE W911QY  TEL: FAX:			8. ADDRESS OFFER TO  <b>See Item 7</b>		(If other than Item 7)		CODE

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

### SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Sec L for Delivery/Copies until                      local time                      (Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME YVETTE DALTORIO	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 508-202-2961	C. E-MAIL ADDRESS yvette.m.daltorio.civ@mail.mil
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### OFFER (Must be fully completed by offeror)

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

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

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

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

### AWARD (To be completed by Government)

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

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

A.1 U.S. Army ACC-APG, Natick Contracting Division, on behalf of The Joint Program Executive Office for Chemical and Biological Defense (JPEO-CBD) has a requirement for the Joint Enterprise-Research, Development, Acquisition, and Production/Procurement (JE-RDAP) contract, a multiple award, Enterprise-wide Omnibus Indefinite Delivery Indefinite Quantity (IDIQ) contract vehicle that will provide the JPEO-CBD with mission-essential contracted support for the Research, Development, Acquisition and Production/Procurement (RDAP) of Chemical, Biological, Radiological, Nuclear, and High-Yield Explosives CBRNE Defense systems, Equipment, and Material; Installation Protection; Radiological/Nuclear Defense Systems, and CBRNE Information Systems.

A.2 The RDAP activities to be performed under this contract are for research and development of CBRNE Defense systems, equipment and material subject to the acquisition policies and guidance of the "Operation of the Defense Acquisition System" (DODI 5000.02) and production/procurement of these future developed CBRNE defense capabilities. As described within the DODI 5000.02, RDAP will encompass those acquisition activities from the Material Development Decision (MDD) through the Materiel Solution Analysis Phase, Technical Maturation/Risk Reduction (TMRR) Phase and the Production and Deployment Phase. As required, activities provided under RDAP Orders may include fielding of CBRNE Defense capabilities to achieve Full Operational Capability (FOC) for the User.

A.3 The Government anticipates this solicitation will result in the award of multiple enterprise-wide omnibus JE-RDAP IDIQ contracts. Individual JE-RDAP task/delivery orders will be competed among and awarded to JE-RDAP IDIQ contract holders only utilizing best value, trade-off or Lowest Price, Technically Acceptable (LPTA) procedures. The Government anticipates the majority of task/delivery orders will be issued under Cost type contracting approaches such as Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF) or Cost. It is also anticipated that Fixed Price type contracting approaches will be required as well such as Firm Fixed Price (FFP), Fixed Price Incentive (FPI) and/or Fixed Price with Prospective Price Redetermination (FP-PPR). All task/delivery order efforts will be tailored with Statements of Objectives (SOOs), Statements of Work (SOWs), or Performance Work Statements (PWSs), accommodating the nature of the RDAP activities as required.

A.4 The "not to exceed" overall ceiling value of all RDAP task/delivery orders to be issued under the JE-RDAP contracts is \$8.27B. The period of performance consists of one (1) ten (10) year base period. It is anticipated that JE-RDAP task/delivery orders issued under the base IDIQ contracts may be extended for an additional five (5) year period of performance.

A.5 DISCLOSURE OF UNIT PRICE INFORMATION – This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987) of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

A.6 IDIQ contract award(s) resulting from this solicitation are subject to availability of funds. However, if an IDIQ contract resulting from this solicitation is awarded, either a funded task/delivery order will be issued simultaneously, or the guaranteed minimum for the base ordering period will be obligated.

A.7 Copies of the Attachments, Exhibits, and Appendixes listed in this solicitation may be downloaded from the Natick Contracting Division website: <http://www3.natick.army.mil/Team/JE-RDAP-Solicitation.aspx>

A.8 All questions should be directed to [yvette.m.daltorio.civ@mail.mil](mailto:yvette.m.daltorio.civ@mail.mil) and [shawn.p.haubner.civ@mail.mil](mailto:shawn.p.haubner.civ@mail.mil) no later than 4:00PM EST, XX XX XX (to be updated upon finalization of release date)

Section B - Supplies or Services and Prices

JE-RDAP Program Ceiling \$8.27B

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	CBRNE Defense Systems Equip & Material CPFF Inclusive of the following areas; Individual Protective Equipment; C/B Detectors; Collective Protection; Decontamination Systems / Decontaminants; Integration of CBRNE Defense Systems; Medical (to include Devices and Diagnostics); Explosive Detection and Identification; Advanced Analytic Systems; Forensics; CB Elimination; Multispectral Obscuration Defense Systems Equipment & Material; Other Defense Systems Equipment & Material  FOB: Destination	UNDEFINED	Job		
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	CBRNE Defense Systems Equip & Material CPIF Inclusive of the following areas; Individual Protective Equipment; C/B Detectors; Collective Protection; Decontamination Systems / Decontaminants; Integration of CBRNE Defense Systems; Medical (to include Devices and Diagnostics); Explosive Detection and Identification; Advanced Analytic Systems; Forensics; CB Elimination; Multispectral Obscuration Defense Systems Equipment & Material; Other Defense Systems Equipment & Material	UNDEFINED	Job		
	FOB: Destination			TARGET COST TARGET FEE	
				TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	CBRNE Defense Systems Equip & Material FFP Inclusive of the following areas; Individual Protective Equipment; C/B Detectors; Collective Protection; Decontamination Systems / Decontaminants; Integration of CBRNE Defense Systems; Medical (to include Devices and Diagnostics); Explosive Detection and Identification; Advanced Analytic Systems; Forensics; CB Elimination; Multispectral Obscuration Defense Systems Equipment & Material; Other Defense Systems Equipment & Material	UNDEFINED	Job		
	FOB: Destination			MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Job		

CBRNE Defense Systems Equip & Material  
FPI

Inclusive of the following areas;  
Individual Protective Equipment; C/B Detectors; Collective Protection;  
Decontamination Systems / Decontaminants; Integration of CBRNE Defense Systems; Medical (to include Devices and Diagnostics); Explosive Detection and Identification; Advanced Analytic Systems; Forensics; CB Elimination;  
Multispectral Obscuration Defense Systems Equipment & Material; Other Defense Systems Equipment & Material

FOB: Destination

TARGET COST  
TARGET PROFIT  
-----  
TOTAL TARGET PRICE  
CEILING PRICE  
SHARE RATIO ABOVE TARGET  
SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Job		

CBRNE Defense Systems Equip & Material  
FP-PPR

Inclusive of the following areas;  
Individual Protective Equipment; C/B Detectors; Collective Protection;  
Decontamination Systems / Decontaminants; Integration of CBRNE Defense Systems; Medical (to include Devices and Diagnostics); Explosive Detection and Identification; Advanced Analytic Systems; Forensics; CB Elimination;  
Multispectral Obscuration Defense Systems Equipment & Material; Other Defense Systems Equipment & Material

FOB: Destination

MAX NET AMT  
CEILING PRICE  
-----

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	CBRNE Information Systems CPFF Inclusive of the following areas; Warning & Reporting; Joint Effects; Biosurveillance Portal	UNDEFINED	Job		
	FOB: Destination				
				MAX COST FIXED FEE	<hr/>
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	CBRNE Information Systems CPIF Inclusive of the following areas; Warning & Reporting; Joint Effects; Biosurveillance Portal	UNDEFINED	Job		
	FOB: Destination				
				TARGET COST TARGET FEE	<hr/>
				TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	CBRNE Information Systems FFP Inclusive of the following areas; Warning & Reporting; Joint Effects; Biosurveillance Portal	UNDEFINED	Job		
	FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	CBRNE Information Systems FPI Inclusive of the following areas; Warning & Reporting; Joint Effects; Biosurveillance Portal	UNDEFINED	Job		
	FOB: Destination				

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TARGET COST  
TARGET PROFIT  
TOTAL TARGET PRICE  
CEILING PRICE  
SHARE RATIO ABOVE TARGET  
SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	CBRNE Information Systems FP-PPR Inclusive of the following areas; Warning & Reporting; Joint Effects; Biosurveillance Portal  FOB: Destination	UNDEFINED	Job		

MAX NET AMT  
CEILING PRICE

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	RAD/NUC Defense Systems CPF Inclusive of the following areas; Ground; Ship; Airborne; Standoff  FOB: Destination	UNDEFINED	Job		

MAX COST  
FIXED FEE

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TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	RAD/NUC Defense Systems CPIF Inclusive of the following areas; Ground; Ship; Airborne; Standoff	UNDEFINED	Job		
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	RAD/NUC Defense Systems FFP Inclusive of the following areas; Ground; Ship; Airborne; Standoff	UNDEFINED	Job		
	FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	RAD/NUC Defense Systems FPI Inclusive of the following areas; Ground; Ship; Airborne; Standoff	UNDEFINED	Job		
	FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	RAD/NUC Defense Systems FP-PPR Inclusive of the following areas; Ground; Ship; Airborne; Standoff	UNDEFINED	Job		
	FOB: Destination				
				MAX NET AMT	<hr/>
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Joint/Combined/Integrated Effort CPFF Joint/Combined/Integrated Efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems and RAD/NUC Defense Systems	UNDEFINED	Job		
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Joint/Combined/Integrated Effort CPIF Joint/Combined/Integrated Efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems and RAD/NUC Defense Systems	UNDEFINED	Job		
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Joint/Combined/Integrated Effort FFP Joint/Combined/Integrated Efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems and RAD/NUC Defense Systems	UNDEFINED	Job		
	FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Joint/Combined/Integrated Effort FPI Joint/Combined/Integrated Efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems and RAD/NUC Defense Systems	UNDEFINED	Job		
	FOB: Destination				

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TARGET COST  
TARGET PROFIT  
TOTAL TARGET PRICE  
CEILING PRICE  
SHARE RATIO ABOVE TARGET  
SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	Joint/Combined/Integrated Effort FP-PPR Joint/Combined/Integrated Efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems and RAD/NUC Defense Systems  FOB: Destination	UNDEFINED	Job		
				MAX NET AMT	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Other Direct Costs COST For efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems, RAD/NUC Defense Systems and Joint/Combined/Integrated Efforts FOB: Destination	UNDEFINED	Job		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Travel & Per Diem COST As required to support efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems, RAD/NUC Defense Systems and Joint/Combined/Integrated Efforts; All Travel shall be conducted per FAR Part 31.205-46 and IAW Government Joint Travel Regulations. Profit or fee is not allowed for travel. FOB: Destination	UNDEFINED	Job		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	CDRL	UNDEFINED	Job		

Contract Data Requirement List - (CDRL) - Data in accordance with DD Forms 1423 in support of Items 0001-0020, in accordance with Exhibit A and as specified on individual task/delivery orders.  
 FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	Contract Manpower Reporting	UNDEFINED	Job		

As required and in accordance with any SOO/SOW/PWS initiated in support of CBRNE Defense Systems Equipment & Material, CBRNE Information Systems, RAD/NUC Defense Systems and Joint/Combined/Integrated Efforts  
 FOB: Destination

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MAX  
NET AMT

## Section C - Descriptions and Specifications

### C.1 OBJECTIVE

The Joint Enterprise-Research, Development, Acquisition and Production/Procurement (JE-RDAP) is a multiple award, enterprise-wide omnibus IDIQ contract vehicle (herein referred to as the “JE-RDAP IDIQ contract”) that will establish a cadre of qualified contractors to compete for Research, Development, Acquisition, and Production/Procurement (RDAP) task/delivery orders. RDAP task/delivery orders awarded under the JE-RDAP IDIQ contracts will provide for future research, development, production/procurement, and fielding of CBRNE defense systems, equipment, and materiel.

### C.2 BACKGROUND

The Joint Program Executive Office for Chemical and Biological Defense (JPEO-CBD) and its chartered Joint Project Managers (JPMs), lead, manage and direct the development, acquisition, production/procurement, fielding and sustainment of Chemical, Biological, Radiological, Nuclear, and High Yield Explosives (CBRNE) defense systems and equipment.

The JPEO-CBD portfolio encompasses RDAP of CBRNE defense capabilities, to include: CBRNE Defense Systems, Equipment and Material providing Individual Protective Equipment; C/B Detectors; Collective Protection; Decontamination Systems/Decontaminants; Integration of CBRNE Defense Systems; Medical Devices (Diagnostics); Explosive Detection and Identification; Advanced Analytic Systems; Forensics; CB Elimination and Multispectral Smoke and Obscurants. CBRNE Information Systems providing related warning & reporting, joint effects and biosurveillance portal; and Radiological/Nuclear Defense Systems with capabilities supporting ground, ship and airborne standoff operations.

The CBRNE systems developed by the JPEO-CBD are used by the military services within the Department of Defense (DOD) and by various Other Government Agencies (OGAs). These systems and items of equipment provide critical force protection against CBRNE Weapons of Mass Destruction (WMD) world-wide.

### C.3 SCOPE

The main activities to be performed under this contract are for research and development of CBRNE Defense systems, equipment and material subject to the acquisition policies and guidance of the “Operation of the Defense Acquisition System” (DODI 5000.02) and production/procurement of these future developed CBRNE defense capabilities.

RDAP task/delivery orders shall encompass all phases of acquisition as described in the DODI 5000.02, from the Materiel Development Decision (MDD) through the Materiel Solution Analysis Phase, Technical Maturation/Risk Reduction (TMRR) Phase, Engineering and Manufacturing Development (EMD) Phase and the Production and Deployment (P&D) Phase. As required, RDAP task/delivery orders may include fielding of CBRNE defense capabilities to achieve Full Operational Capability (FOC) for the User.

### C.4. REQUIREMENTS.

C.4.1 Start-of-Contract Meeting. The Contractor shall attend a start-of-contract meeting at a place in the metro DC area determined by the PCO and convened by the contracting activity in accordance with FAR Subpart 42.5. For planning purposes, the Contractor shall assume the meeting will last eight (8) hours.

C.4.2 Approved Cost Accounting System. The Contractor shall have an approved cost account system in accordance with 48 CFR 9903.201-1 (FAR Appendix) for all applicable RDAP task/delivery orders.

## 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
0000	N/A	N/A	N/A	Government
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## ACC-APG 5152.237-4005 ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT (Sep 2011)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The Army's objective is to collect as much significant Contractor Man-Year Equivalents (CME) data as possible to allow accurate reporting to Congress and for effective Army planning. Detailed instructions can be found on the Contractor Manpower Reporting Application (CMRA) website in the CMRA "Contractor User Guide" or "Subcontractor User Guide". The contractor must create an account upon entering the site and is required to completely fill in the required information at the CMRA website: <https://cmra.army.mil>.

The required information includes:

- (1) Unit Identification Code (UIC) of the Army Requiring Activity that would be performing the mission if not for the contractor: To be cited in individual task/delivery orders
- (2) Command of the Requiring Activity that would be performing the mission if not for the contractor: To be cited in individual task/delivery orders
- (3) Contracting Officer (KO) and contact information: Kevin Parker, 508-233-6175, kevin.j.parker3.civ@mail.mil.
- (4) Contracting Officer's Representative (COR) and contact information: To be cited in individual task/delivery orders
- (5) Federal Service Code (FSC) reflecting services provided by contractor (and separate FSC for each subcontractor if different). If there are multiple FSCs for an Order number, enter a separate data record for each FSC.
- (6) Location where contractor and subcontractor(s) perform the service, including the city, state, zip code, and country. When service is performed at an overseas location, state only the city and country. If there are multiple Locations for an Order number, enter a separate data record for each Location. *(Note: If there are many location records that need to be entered, the Bulk Loader function is available which allows the transfer of information from a contractor's system to the secure web site. The Bulk Loader Template and Bulk Loader Instructions may be downloaded from the web site.)*
- (7) Contractor Type (prime or subcontractor).
- (8) Direct labor hours (including subcontractors) for each FSC.
- (9) Direct labor dollars paid this reporting period (including subcontractors) for each FSC.
- (10) Weapons system support indication: To be cited in individual task/delivery orders

If subcontractors are used in the performance of this contract, several factors must be considered. Contractor shall include, and require inclusion of, this term in all subcontracts at any tier under the contract in which services are being procured. Contractor shall also enter their data in a timely manner, as subcontractors can not input any information into the CMRA system until the Prime Contractor has entered their data. The Prime Contractor has overall responsibility for ensuring subcontractors enter their respective data. Subcontractors are only responsible for entering Location Data.

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.

## Section F - Deliveries or Performance

## F.1 PERIOD OF PERFORMANCE

F.1.1 Basic Contract: The basic ordering period shall be from the date of contract award, plus ten (10) years

F.1.2 Task/Delivery Orders: May extend up to five (5) years after the expiration of the base contract

## F.2 CONTRACT DELIVERIES

F.2.1 Basic Contract: There is no delivery schedules for the basic contract.

F.2.2 Task/Delivery Orders: Specific delivery schedules for individual task/delivery orders will be defined in each task/delivery order.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0000	N/A	N/A	N/A	N/A
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A

0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A
0023	N/A	N/A	N/A	N/A
0024	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

G.1. CONTRACT ADMINISTRATION DATA

G.1.1 The Contracting Officer (KO) is the sole individual with the authority to obligate the Government. In no event shall any understanding or agreement, contract modification, change order, or other matter in addition to or deviation from the terms of this contract between the contractor and a person other than the Contracting Officer (KO) be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the KO. In the event that the contractor receives information, efforts, or changes from individual other than the Contracting Officer, it is incumbent on the contractor to immediately notify the Contracting Officer.

G.1.2 At the Contracting Officer's discretion, some of the administrative functions may be delegated to the cognizant Defense Contract Management Agency (DCMA) in accordance with FAR 42.2. Determination will be made at the task/delivery order level.

G.2. ADMINISTRATIVE POINTS OF CONTACT:

G.2.1. All questions and/or concerns pertaining to this contract will be addressed to the Contract Specialists for this contract:

Name: Yvette Daltorio  
Email: yvette.m.daltorio.civ@mail.mil

Name: Shawn Haubner  
Email: shawn.p.haubner.civ@mail.mil

Or as specified on the individual JE-RDAP Task/Delivery Order

G.2.2. The Contracting Officer (KO) for this contract is:

Name: Mr. Kevin Parker  
Email: kevin.j.parker3.civ@mail.mil

Or as specified on the individual JE-RDAP Task/Delivery Order

G.2.3. The Contracting Officer's Representative for the resulting contract is:

To be determined on the individual JE-RDAP Task/Delivery Order

G.2.4. The Government Technical Point of Contact for the resulting contract is:

To be determined on the individual JE-RDAP Task/Delivery Order

G.3. CONTRACTOR'S CONTRACT ADMINISTRATION

The contractor's contract administration functions will be performed at the following address:

Name and Title: \_\_\_\_\_  
Responsible Office: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
 DUNS #: \_\_\_\_\_ CAGE #: \_\_\_\_\_

#### G4. SUBMISSION OF INVOICES

G4.1 Contractor shall use Wide Area WorkFlow (WAWF) for submission of invoices in accordance with DFARS clause 252.232-7006. Invoices submitted for payment, which do not contain Contract Line Item Number (CLIN) and the Accounting Classification Reference Number (ACRN) information, will be returned for correction. Invoices will be forwarded to the applicable client DoDAAC for acceptance/verification first before sending to the DCAA/DCMA/DFAS offices. Contractor shall submit along with their progress report to the client the associated invoice and DD250. The client, upon approval, will provide a signed DD250 to the contractor, who shall load into WAWF as an attachment to the invoice. Contractors having DCAA direct payment approval will comply with the above before loading invoice into WAWF.

#### CLAUSES INCORPORATED BY REFERENCE

252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).  
To be cited in individual task/delivery orders

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.  
To be cited in individual task/delivery orders

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911QY
Admin DoDAAC	To be cited in individual task/delivery orders
Inspect By DoDAAC	To be cited in individual task/delivery orders

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.  
To be cited in individual task/delivery orders

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.  
To be cited in individual task/delivery orders

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## Section H - Special Contract Requirements

### H.1 ORDERING PROCEDURES AND CONTRACT MINIMUM GUARANTEE

H.1.1 Task/delivery orders will be awarded in accordance with FAR 16.505. The Government has no obligation to issue any task/delivery orders except for the minimum guarantee as referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity," the contract minimum quantity is a total of \$1,000 worth of task/delivery orders to each JE-RDAP IDIQ contract awardee. The guaranteed minimum of this contract shall be applicable to the ten (10) year period of performance only. It is the Government's intention to issue a task/delivery order for the purposes of having a general JE-RDAP IDIQ contract start-of-contract meeting shortly after award of the JE-RDAP IDIQ contracts. The task/delivery order will be placed against the Travel & Per Diem CLIN and will be used to pay for travel costs to and from the start-of-contract meeting. One individual from each contractor awarded an IDIQ contract must attend the start-of-contract meeting in order to invoice for the minimum guarantee. The Government is not responsible for expenses that exceed the stated minimum guarantee of \$1,000.00.

H.1.2. In accordance with FAR 16.505(b), the Contracting Officer reserves the right to tailor procedures to each task/delivery order and shall state the procedures in the task/delivery order request for proposal (RFP).

H.1.3 Task/delivery orders will be awarded in accordance with FAR 16.505 and FAR 52.216-19. Only the Contracting Officer (KO) has the authority to award task/delivery orders against the IDIQ contracts.

H.1.4 Contractors may choose whether or not to submit proposals in response to task/delivery order RFPs at their discretion. Contractors shall propose in accordance with the RFP issued for each task/delivery order.

H.1.5 Only the IDIQ contract holder, designated by the CAGE code in the awarded contract SF 26, Block 7, may submit a proposal in response to a task/delivery order RFP. In a task/delivery order proposal, any supporting documentation or information (such as rates) submitted under a different CAGE code, including those within the legal entity of the IDIQ contract holder, will be considered that of a subcontractor and evaluated as appropriate in accordance with the task/delivery order RFP.

H.1.6 JE-RDAP IDIQ contract holders may team or subcontract with other vendors - to include JE-RDAP IDIQ contract holders and outside vendors - in order to compete for task/delivery orders.

### H.2 TASK/DELIVERY ORDERS RESTRICTED TO SMALL BUSINESS

H.2.1 The Government may set aside task/delivery orders estimated at \$5M or less per year of performance (not to exceed \$10M over the duration of the task/delivery order) for small businesses following the procedures of FAR 19.502-4 and in accordance with FAR 16.505(b)(2)(i)(F).

H.2.2 The task/delivery order RFP shall indicate if the task/delivery order is restricted to small businesses.

H.2.3 If a task/delivery order is restricted to small businesses, and only one responsible small business submits a proposal, or no proposal is received, the set-aside may be dissolved and the RFP may be released again to all IDIQ contract holders with no restrictions for up to an additional thirty (30) days.

H.2.4 If a task/delivery order RFP does not indicate any restriction to small businesses, then any IDIQ contract holder, including large businesses and small businesses, may submit a proposal in response to the task/delivery order RFP.

H.2.5 The North American Industry Classification System (NAICS) Codes determined as most applicable to RDAP Orders awarded as a set-aside are contained within Sector 54/Sub-Sector 541, Professional, Scientific and Technical Services:

- 541511 Custom Computer Programming (size standard - \$27.5M)
- 541512 Computer Systems Design (size standard - \$27.5M)
- 541711 Research and Development in Biotechnology (size standard – 1,000 employees)
- 541712 Research and Development in Physical, Engineering and Life Sciences (except Biotechnology) (size standard – 1,000 employees)

H.2.6 The JPEO-CBD and its JPMs shall be the primary customer for the JE-RDAP IDIQ contracts. It is envisioned that additional federal organizations may utilize this contract vehicle with JPEO-CBD approval.

H.2.7 Contractors need not register under every NAICS Code in the System for Award Management (SAM) in order to be eligible for an IDIQ award. To be eligible for subsequent RDAP task/delivery orders contractors must be registered in SAM under the NAICS Code identified in the individual task/order RFP.

### H.3 TASK/DELIVERY ORDERS TYPES

Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Cost, Firm Fixed Price (FFP), Fixed Price Incentive (FPI), and Fixed Price with Prospective Price Redetermination (FP-PPR) task/delivery orders may be issued under this IDIQ contract. The task/delivery order type will be determined at the task/delivery order level based on requirement complexity and estimated risk. The Government reserves the right to identify the Best Value (Tradeoff Process or LPTA) evaluation method at the task/delivery order level. The contractor shall be required to deliver the specified product within the specified time and task/delivery order amount. The contractor shall be required to submit a proposal for accomplishing the total effort inclusive of all labor, material, ODCs, travel costs and remediation efforts, as appropriate. If applicable, Quality Assurance Surveillance Plan (QASP) will be developed and incorporated at the task/delivery order level in accordance with FAR 46.401.

### H.4 CONTRACTING OFFICER REPRESENTATIVES (COR)

The Contracting Officer will appoint a Contracting Officer Representative (COR) from the requiring activity for each task/delivery order. The COR does not have the authority to award, agree to, or sign any IDIQ contract, task/delivery order, or modification or in any way to obligate the payment of money by the Government. The COR does not have the authority to take any action that may affect IDIQ contract or task/delivery order schedules, funds, or scope. All contractual agreements, commitments, or modifications that involve price, quantity, quality, schedules or other terms and conditions of the IDIQ contract or task/delivery order shall be made by the Contracting Officer only.

### H.5 IDIQ CONTRACT TASK/DELIVERY ORDER OMBUDSMAN

The following individual has been named the IDIQ contract task/delivery order Ombudsman, in accordance with FAR 16.505(b)(8):

Name:	Dennis P. Longo	
Phone:	(443) 861-5087	
E-mail address:	dennis.p.longo.civ@mail.mil	Mailing Address: ACC-APG
	6001 Combat Drive	
	Aberdeen Proving Ground, MD 21005	

The task/delivery order Ombudsman shall be responsible for reviewing complaints from contractors on IDIQ contracts.

### H.6 ADDITIONAL CLINS AND/OR CLAUSES AT THE ORDER LEVEL

H.6.1 Additional CLINs may be added to task/delivery orders if necessary to meet the requirements of the task/delivery order. For example, CLINs may be added for ancillary items or data requirements

H.6.2 Clauses may be added at the delivery order level in as much as that they do not conflict with clauses included in the basic contract.

**H.7 BID AND PROPOSAL COSTS**

The Government will not reimburse contractors for bid and proposal costs associated with any request for proposal for task/delivery orders awarded on a competitive, sole source, or single offer basis, any IDIQ contract or task/delivery order modification, any on-ramp solicitation, or any no-cost settlement as a separate contract line item unless mutually agreed upon in writing.

**H.8 SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLANS**

At the RDAP task/delivery order level, large businesses will be subject to compliance with subcontracting goals which will reflect maximum practicable opportunities for small and small disadvantaged businesses. Appropriate Small Business participation goals will be determined at the RDAP task/delivery order level and corresponding Small Business Participation Plans will be required, when applicable, at the task/delivery order level. Any contractor considered to be an "Other Than Small Business" will be required to submit an acceptable small business subcontracting plan for RDAP task/delivery orders. In accordance with FAR 19.704, contractors will be required to submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>).

**H.9 SUBCONTRACTOR CERTIFICATION**

The IDIQ contract holder shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the contract holder, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

**H.10 CONTRACTOR'S KEY PERSONNEL** (Note: This clause to be completed at the task/delivery order level as applicable.)

H.10.1 The key personnel listed in paragraph H.10.2 below are considered to be critical to the successful performance of this task/delivery order. Prior to replacing these key personnel, the contractor shall obtain the written consent of the contracting officer. In order to obtain such consent, the contractor shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

**H.10.2 Key Personnel List**

NAME	POSITION
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H.10.3 Prior to permanently reassigning any of the specified individuals to other contracts, the contractor shall provide the Contracting Officer not less than thirty (30) days advance notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No reassignment shall be made by the Contractor without written consent of the Contracting Officer. The "Key Personnel" list may be amended from time to time during the course of the task/delivery order to either add or delete personnel, as appropriate.

H.10.4 The contractor shall notify the KO and task/delivery order COR prior to making any changes in task/delivery order Key Personnel. No changes in task/delivery order Key Personnel will be made unless the contractor can demonstrate the qualifications of prospective replacement personnel are equal to, or better than the qualifications of the task/delivery order Key Personnel being replaced. All proposed substitutes shall have qualifications equal to, or higher than qualifications of the person to be replaced. The KO shall be notified in writing of any proposed substitution at least fifteen (15), or thirty (30) calendar days if a security clearance is to be obtained, in advance of the proposed substitution.

Such notification shall include:

- (a) an explanation of the circumstances necessitating the substitution;
- (b) a complete resume of the proposed substitute; and,

(c) any other information requested by the KO to enable him to determine whether or not the contractor is maintaining the same high quality of personnel proposed at the time of task/delivery order award. The KO and the COR will evaluate such requests and promptly notify the contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the contractor

#### H.11 TASK/DELIVERY ORDER ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Contractors shall not place themselves in a position of having an OCI by accepting a task/delivery order under this requirement. Conversely, contractors shall not accept task/delivery orders where they have had an influence on or have access to a future requirement as a result of performing under this requirement in accordance with FAR Subpart 9.5 and DFARS Subpart 209.5

#### H.12 TRAVEL

The Government will reimburse the Contractor for TDY/nonlocal travel at the task/delivery order level. The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between place of origin and destination. Cost for delays enroute (excluding Government-caused delays) will not be reimbursed. Per Diem will be paid at Joint Travel Regulation (JTR) rates. Application of general and administrative (G&A) rate on travel expenses is allowable if travel is normally part of the Contractor's G&A base. The Government will not reimburse the Contractor for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance. Local travel may be recovered as an indirect overhead expense. Profit or fee is not authorized on travel related costs.

#### H.13 ON/ RAMPS

H.13.1 The objective of an on-ramp is to maintain competitive sources for task/delivery orders and/or to obtain access to additional technologies and capabilities. The objective of an off-ramp is to reduce administrative burden and costs for the Government and contractors and to maintain streamlined and efficient processes on the contract. The Government reserves the right to review all contracts under the JE-RDAP multiple award IDIQ vehicle to determine if the need exists to add additional contracts, and/or to determine if it is appropriate to remove existing contracts.

H.13.2 The Contracting Officer may conduct market research to assess additional technologies and capabilities available in the open market. The Contracting Officer may also assess contractor performance and the amount of competition available. The Government may evaluate the benefit of conducting an on-ramp on the multiple award IDIQ vehicle on an annual basis. The Government will strongly consider on-ramps in years THREE (3) and SIX (6) of the period of performance. However, the Government may conduct an on-ramp in any year of the IDIQ period of performance in order to maintain adequate competition or to obtain access to additional technologies and capabilities.

H.13.3 During an on-ramp, offerors who are not already an IDIQ contract holder may be eligible to obtain an IDIQ contract under the JE-RDAP multiple award IDIQ vehicle. Current IDIQ contract holders shall not submit a proposal for a new IDIQ contract during the on-ramp and shall continue with their existing IDIQ contract.

H.13.4 The Government may conduct an on-ramp to the JE-RDAP multiple award IDIQ vehicle in accordance with the following:

- Notice of an on-ramp solicitation and the on-ramp procedures will be publicized on the FedBizOpps website;
- The solicitation may identify the total approximate number of new IDIQ contract awards the Government intends to make, however the actual number of IDIQ awards may depend on the number of quality proposals received;
- The basis for an IDIQ award under the solicitation will be the same as the original solicitation;
- The terms and conditions of any IDIQ contracts resulting from the solicitation will be the same as the original existing IDIQ contracts under the JE-RDAP multiple award IDIQ vehicle;
- The ordering period of any new IDIQ contracts resulting from the solicitation will be coterminous with the ordering period of the existing IDIQ contracts under the JE-RDAP multiple award IDIQ vehicle;

- If awarded an IDIQ contract resulting from the solicitation, any new contractors will be eligible to submit a proposal in response to a task/delivery order RFP with the same rights and obligations as any other contractor on the JE-RDAP multiple award IDIQ vehicle; and
- The award of any new IDIQ contracts will not increase the existing overall ceiling amount of the JE-RDAP multiple award IDIQ vehicle.

#### H.14 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

H.14.1 Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

H.14.2 For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines
- (2) Suspension or debarment from future Government contracting actions

H.14.3 The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

H.14.4 The contractor shall include the provisions or paragraphs 15.1 through 15.3 above in any subcontracts awarded under this contract.

#### H.15 RESEARCH INVOLVING HUMAN SUBJECTS

All research involving human subjects shall be conducted in accordance with 32 CFR 219 “The Common Rule”, 10 USC 980 “Limitation on Use of Humans as Experimental Subjects”, and DoDD 3216.02 “Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research”, as well as other applicable federal and state law and regulations, and DoD component guidance. Offerors must be cognizant of and abide by the additional restrictions and limitations imposed on the DoD regarding research involving human subjects, specifically as they regard vulnerable populations), recruitment of military research subjects, and informed consent and surrogate consent and chemical and biological agent research). Food and Drug Administration regulation and policies may also apply.

“Human use” protocols apply to all research that meets any of the following criteria:

- Any research involving intervention or an interaction with a living person that would not be occurring or would be occurring in some other fashion but for this research.
- Any research involving identifiable private information. This may include data/information/specimens collected originally from living individuals (broadcast video, web-use logs, tissue, blood, medical or personnel records, health data repositories etc) in which the identity of the subject is known, or the identity may be readily ascertained by the investigator or associated with the data/information/specimens.

#### H.16 RESEARCH INVOLVING ANIMAL SUBJECTS

All activities involving animal subjects shall be conducted in accordance with DoDD 3216.1 “Use of Laboratory Animals in DoD Programs”, 9 CFR (parts 1- 4) “Animal Welfare Regulations”, National Academy of Sciences Publication “Guide for the Care & Use of Laboratory Animals”, as amended, and the Department of Agriculture rules implementing the Animal Welfare Act as amended (7 U.S.C. 2131-2159), as amended, as well as other applicable federal and state law and regulation and DoD instructions.

“Animal use” protocols apply to all activities that meet any of the following criteria:

- Any research, training, testing or experimentation involving a living animal or animals.
- An animal is defined as any live, vertebrate organism (non-human) that is being used or is intended for use in research, education, training or testing.

c. A vertebrate is a member of the subphylum Vertebrata (within the phylum Chordata), specifically, those chordates with backbones or spinal columns.

#### H.17 CONDUCT OF REGULATED RESEARCH

Services provided under this contract must be conducted in accordance with all state, federal, DOD, and command laws, regulations, policies, and procedures that govern the conduct of regulated research. Federal regulations governing GCP are found in 21CFR Parts 11, 50, 54, 56, 312, and 314 and important guidelines are in the FDA Information Sheets. Additional regulations for human subjects protection are found in 45CFR 46. The International Convention on Harmonization Guidelines for Good Clinical Practice is also standards governing the conduct of research trials. References for military regulations and policies governing regulated research may be found at [http://mrmc.amedd.army.mil/index.cfm?pageid=research\\_protections.hrpo\\_policies](http://mrmc.amedd.army.mil/index.cfm?pageid=research_protections.hrpo_policies).

#### H.18 SAFETY AND ENVIRONMENTAL CONSIDERATIONS

Contractors shall comply with all applicable federal, state, international and local safety, health and environmental statutes and regulations. Specific guidance will be provided at the task/delivery order level.

H18.1 System Safety and Health Hazards Contractors shall identify and evaluate system safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with the performance of the requirements of a RDAP task/delivery order. All inherent safety and health hazards shall be identified, evaluated and either eliminated or controlled to ensure minimum risk to the environment and personnel. Contractors shall keep records in accordance with this requirement for the life of the contract plus two years. These records shall be made available to the Government upon request. Contractors shall use the DoD Standard Practice for System Safety, MIL-STD-882E, in all developmental and sustaining activities. Contractors shall integrate the Environment, Safety, and Occupational Health (ESOH) risk management strategy into the systems engineering process.

##### H.18.2 Hazardous Materials

Contractors shall implement a hazardous material management program to reduce and control hazardous materials used in the performance of RDAP task/delivery orders under the IDIQ contract. The use of hazardous or corrosive materials shall be reduced in accordance with DoD Instruction 4715.4.

##### H.18.3 Non-Surety Material and Programs

H.19.3.1 RDAP task/delivery orders issued on the IDIQ contract may require the Contractor to work with chemical and/or biological materials.

H.19.3.2 For the chemical program, the Contractor shall comply with 29 CFR Part 1910.

H.19.3.3 For the biological program, the Contractor shall comply with the individual RDAP task/delivery order, CFRs, DoD Directives, Army Regulations, and local policies governing these programs.

H.19.3.4 RDAP task/delivery orders issued that require on-site chemical or biological work may require Contractor employee enrollment in and compliance with a medical surveillance program. Such operations and/or hazardous work environments may require the fit and use of Personal Protective Equipment (PPE) for Contractor employees, as well as Contractor compliance with policies governing these programs.

##### H.18.4 Surety Material and Programs

H.19.4.1 RDAP task/delivery orders may require the Contractor to work with chemical and/or biological surety materials. In addition, there may be RDAP task/delivery orders that require the Contractor or its chemical surety material Sub-Contractor to have an approved U.S. Army Chemical Surety Material Bailment Agreement.

H.19.4.2 For the chemical surety program, the Contractor shall comply with the requirements of the individual RDAP task/delivery order, the Code of Federal Regulations (CFR), DoD Directives, Army

Regulations, local policies governing these surety programs, and all local policies for operations involving military unique chemical agents or other chemicals which fall into the same range of toxicity as chemical agents (such as agent degradation products and/or precursors).

H.18.4.3 For the biological surety program, the Contractor shall comply with the requirements of the RDAP task/delivery order, CFRs, DoD Directives, Army Regulations, and local policies governing these programs.

H.18.4.4 RDAP task/delivery orders that require on-site surety work may require Contractor employee enrollment in and compliance with the Personnel Reliability Program (PRP) and a medical surveillance program. Surety operations and/or hazardous work environments may require the fit and use of PPE for Contractor employees, as well as Contractor compliance to policies governing these programs.

#### H.18.5 Use of Non-Traditional Agents

RDAP task/delivery orders may require the Contractor to work with non-traditional agents, which shall require compliance with applicable regulations and other local policies.

#### H.18.6 Research, Development, Test and Evaluation (RDTE) Dilute Solutions

RDAP task/delivery orders may necessitate the use, handling, transportation, and disposal of RDTE dilute solutions, which shall require Contractor compliance with the individual RDAP task/delivery order, 29 Code of Federal Regulations (CFR) 1910 and applicable DoD, Maryland Department of the Environment, and local policies governing these solutions.

#### H.18.7 Pollution Prevention

Contractors shall implement a pollution prevention program to minimize the environmental impact and costs associated with environmental compliance. Pollution shall be prevented or reduced at the source whenever feasible. Pollution that cannot be prevented or recycled shall be processed in an environmentally safe manner, and in accordance with applicable environmental regulations.

### H.19 INVENTION DISCLOSURES AND REPORTS

H.19.1 In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

H.19.2 The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Natick Contracting Division, Office of General Counsel  
ATTN: Mr. Roger Phillips  
1 General Greene Ave  
Natick, MA 01760

H.19.3 The above designated Patent Counsel will represent the Contracting Officer (KO) with regard to invention reporting matters arising under this contract.

H.19.4 A copy of each report and disclosure shall be forwarded to the KO.

H.19.5 The contractor shall furnish the KO a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

## H.20 DISCLOSURE OF INFORMATION

H.20.1 Army Regulation AR 360-1, Paragraphs 5-48 and Appendix D, prescribes Department of the Army policies on the review and clearance of materials proposed for release to the public by all entities holding Army contracts and/or assistance instruments. This clause is intended to provide safeguards against the accidental release of proprietary or classified information.

H.20.2 The contractor shall forward the information proposed for public release, along with a cover transmittal letter, identifying the contract/instrument number, the specific information to be released, the medium to be used, and the purpose of the release, to the cognizant Contracting Officer at the address shown below. The Government will have no longer than sixty (60) calendar days to review the proposed release of information. During this sixty (60) day period, the contractor and the Government agree to confer and consult with each other to ensure that no proprietary or classified information is released.

U.S. Army Contracting Command – Aberdeen Proving Ground  
Natick Contracting Division  
CCAP-SCN  
General Greene Avenue  
Natick, MA 01760

## H.21 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING

H.21.1 The following clause will be included in each individual applicable task/delivery order:

- The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under task/delivery orders on this contract for Responsive Strategic Sourcing for Services (JE-RDAP) via the eCMRA secure data collection site. The contractor is required to completely fill-in all required data fields within the eCMRA.
- Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>

## H.22 SECURITY

H.22.1 For an RDAP task/delivery order that is unclassified and does not contain security requirements or a Contract Security Classification Specification, DD Form 254, the Government may require Operations Security (OPSEC) measures (when applicable) to protect sensitive unclassified contract information. If access to unclassified sensitive information (For Official Use Only - FOUO) is authorized, the Contractor may access only the information related to the subject matter of this contract.

H.22.2 In accordance with the Arms Export Control Act (Title 22, USC (Sec 275)), the International Traffic in Arms Regulation (ITAR), and/or Department of Defense (DoD) Directive 5230.25, foreign nationals shall not work on RDAP task/delivery orders without the express permission of the Contracting Officer. If requesting approval, the Contractor shall provide: the full name; date of birth; place of birth; citizenship; registration number; type of visa; clear copy of picture identification of visa, green card, or permanent resident card; port of entry; title of position to be filled; abbreviated curriculum vitae; and justification for employment to the Contract Specialist. These items will be reviewed by the Security Office with subsequent approval by the Contracting Officer. Previously approved foreign nationals must be re-approved if the nature of their work under any RDAP task/delivery orders differs from that performed under the prior year's task/delivery order.

H.22.2.1 If the Contractor believes the task/delivery order effort is strictly for fundamental research, the Contractor shall request a waiver from this requirement from the Contracting Officer.

H.22.2.1.1 The Contractor shall ensure that foreign nationals approved for support of task/delivery order efforts will not have access to military technical or critical unclassified information. (The Contractor shall conduct a search through the Defense Technical Information Center to determine whether information is designated as military technical or critical unclassified information. Additional information is available from the Military Critical Technologies List (<http://www.dtic.mil/mctl/>)).

H.22.3 Should the Government determine that the technology has developed to a point where the information warrants protection, a DD Form 254 and an approved classification guide will be issued.

H.22.4 The Contractor shall report a violation of administrative security procedures or export control regulations that would subject critical unclassified information to possible compromise by foreign visitors or foreign national employees shall immediately be reported to the cognizant facility security office and Contracting Officer.

### H.23 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications\_ tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

-U.S. – ROK Status of Forces Agreement\_ (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

-Combatant Commander\_ means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

-United States Forces Korea\_ (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

-Commander, United States Forces Korea\_ (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

-USFK, Assistant Chief of Staff, Acquisition Management\_ (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

-Responsible Officer (RO)\_ means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to

their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. □off-limits\_), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.



## Section I - Contract Clauses

This document 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 following addresses:

<https://acquisition.gov/far/index.html> (FAR)

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> (DFARS and PGI)

<http://farsite.hill.af.mil/vfafara.htm> (AFARS)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-3	First Article Approval--Contractor Testing	SEP 1989
52.209-4	First Article Approval--Government Testing	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011

52.211-5	Material Requirements	AUG 2000
52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate III	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.216-5	Price Redetermination--Prospective	OCT 1997
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.216-17	Incentive Price Revision-Successive Targets	OCT 1997
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 (DEV)	Small Business Subcontracting Plan (DEVIATION 2016-O0009)	AUG 2016
52.219-9 (DEV) ALT II	Alternate II (DEVIATION 2016-O0009) (AUG 2016)	AUG 2016
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001

52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	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
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
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 V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984

52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-17	Warranty Of Supplies Of A Noncomplex Nature	JUN 2003
52.246-17 Alt IV	Warranty Of Supplies Of A Noncomplex Nature (Jun 2003) - Alternate IV	APR 1984
52.246-18	Warranty Of Supplies Of A Complex Nature	MAY 2001
52.246-18 Alt II	Warranty Of Supplies Of A Complex Nature (May 2001) - Alternate II	APR 1984
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52.246-19 Alt II	Warranty Of Systems & Equipment Under Performance Specifications Or Design Criteria (May 2001) - Alternate II	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7998 (Dev)	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law	MAR 2012
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7000	Advancing Small Business Growth	MAY 2015
252.219-7003 (Dev) ALT I	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) —ALTERNATE I (DEVIATION 2016-00009) (AUG 2016)	AUG 2016
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7001	Notice of Earned Value Management System	APR 2008
252.234-7002	Earned Value Management System	MAY 2011
252.234-7003	Notice of Cost and Software Data Reporting System--Basic (Nov 2014)	NOV 2014
252.234-7004	Cost and Software Data Reporting System--Basic (Nov 2014)	NOV 2014

252.235-7002	Animal Welfare	DEC 2011
252.235-7003	Frequency Authorization	MAR 2014
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7010	Cloud Computing Services	AUG 2015
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	NOV 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$1.2B**;

(2) Any order for a combination of items in excess of **\$8.27B**; or

(3) A series of orders from the same ordering office within **120 months** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years after the close of the base Period of Performance.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within (will be identified at the individual task/delivery order level). (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (will be identified at the individual task/delivery order level) days (60 days unless a different number of days is inserted) 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 (will be identified at the individual task/delivery order level).

(End of clause)

52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

## 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or

the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vffar1.htm>      <http://farsite.hill.af.mil/vfdfar1.htm>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

## 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

[http://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](http://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg)

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

#### 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016)

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

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code™ (EPC<sup>supreg</sup>) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC™ data consists of an EPC™ (or EPC™ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC™ tags. In addition to this standardized data, certain classes of EPC™ tags will allow user-defined data. The EPC™ Tag Data Standards will define the length and position of this data, without defining its content.

EPCglobal<sup>supreg</sup> means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

Radio frequency identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized- unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at [http://www.acq.osd.mil/log/sci/RFID\\_ship-to-locations.html](http://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html) or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and overnment Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from \_\_\_\_\_ through \_\_\_\_\_ [insert dates].

To be cited in Section F of individual task/delivery orders

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (NOV 2014)

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

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

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

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item. United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014) (To be cited in individual task/delivery orders)

(a) Contract line item(s) \_\_\_\_\_ is/are incrementally funded. For this/these item(s), the sum of \$---- \_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such

equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Joint Program Executive Office for Chemical and Biological Defense (JPEO CBD) and support to the JPEO-CBD assigned Joint Project Management (JPM) offices/organizations under Contract No. (Will be determined at time of award)

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Joint Program Executive Office for Chemical and Biological Defense (JPEO CBD) and support to the JPEO-CBD assigned Joint Project Management (JPM) offices/organizations.

(End of clause)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

\_\_\_ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

#### 252.246-7001 WARRANTY OF DATA (MAR 2014)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

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

## Exhibit/Attachment Table of Contents

Document Type	Description
Exhibit A	Contract Data Requirements List
Attachment 1	Past Performance Questionnaire
Attachment 2	Cost/Price Proposal Spreadsheet
Attachment 3	Acronym Listing
Attachment 4	DoD Contract Security Classification (Form DD 254)
Attachment 5	Small Business Subcontracting Plan (applicable at task/delivery order)
Attachment 6	Organizational Conflict of Interest Mitigation Plan
Attachment 7	Task/Delivery Order Procedure Guide
Attachment 8	Certification of Accounting System Adequacy/Approval Status

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation (Deviation 2016-O0003)	OCT 2015
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) codes for this acquisition are  
 541511  
 541512  
 541711  
 541712

(2) The small business size standard are  
 \$27,500,000  
 \$27,500,000  
 1,000  
 1,000

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(  ) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

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

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

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS  
PRICE  
ITEM QUANTITY QUOTATION TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the

Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(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 System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

(b) 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.

(End of provision)

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

## I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

( \_\_\_\_ ) yes( \_\_\_\_ ) no

(End of Provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

( ) Yes ( ) No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

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

### L.1 INSTRUCTIONS TO OFFERS

#### L.1.1 General Instructions

L.1.1.1 Each offeror shall submit no more than one (1) proposal via email to the Contract Specialist Yvette Daltorio, [yvette.m.daltorio.civ@mail.mil](mailto:yvette.m.daltorio.civ@mail.mil), and to the Contracting Officer Kevin Parker, [kevin.j.parker3.civ@mail.mil](mailto:kevin.j.parker3.civ@mail.mil), no later than the date and time specified (Eastern Time) in Block 9 of the Standard Form 33. Offerors shall NOT submit proposals via the Army Single Face to Industry (ASFI) or FedBizOpps (FBO) websites.

L.1.1.2 The subject line of the email submission shall include the phrase "SB JE-RDAP Proposal Submission" (if proposing as a small business) OR "LB JE-RDAP Proposal Submission" (if NOT proposing as a small business). The size per email shall not exceed 9MB. If necessary, offerors may submit multiple emails. If submitting multiple emails, the subject line shall include "Email 1 of 2", "Email 2 of 2", as appropriate to the number of emails submitted. Offerors shall not submit compressed or .zip files. If the offeror does not receive confirmation of receipt, it is the responsibility of the offeror to contact Ms. Daltorio, 508-202-2961, or Mr. Parker, 508-233-6175, to confirm their proposal has been received.

L.1.1.3 All questions shall be submitted via email to [yvette.m.daltorio.civ@mail.mil](mailto:yvette.m.daltorio.civ@mail.mil) and [kevin.j.parker3.civ@mail.mil](mailto:kevin.j.parker3.civ@mail.mil) no later than 4:00 PM Eastern Standard Time on XX XX XXXX (will be updated when RFP is released). Offerors shall NOT submit questions via the Army Single Face to Industry (ASFI) or FedBizOpps (FBO) websites. Questions received after the deadline may not be answered prior to proposal submission. Offerors shall not ask proprietary related questions. The Government will answer all questions through the issuance of a solicitation amendment prior to the deadline for final proposal submissions and all questions and answers will be published on the FEDBIZOPPS (<https://www.fbo.gov/>) website and the Natick Contracting Division (NCD) Contracting Business Opportunities portal (<http://www3.natick.army.mil/Team/JE-RDAP-Solicitation.aspx>). The Government does not anticipate extending the closing date for receipt of proposals.

L.1.1.4 All communications shall be conducted only in writing and directed to the Contract Specialist or Contracting Officer as identified above. Offerors shall not contact any other Government personnel other than the Contract Specialist or Contracting Officer identified. Contacting any other Government personnel other than the Contract Specialist or Contracting Officer identified may result in an organizational conflict of interest (OCI) and may result in an offeror being excluded from competition and award.

L.1.1.5 Proposal submissions shall address all evaluation factors set forth in the Evaluation Factors section of this solicitation.

L.1.1.6 All proposals must demonstrate that the Offeror has an understanding of the requirements and associated risks. The Government considers statements that the prospective Offeror understands, can, or will comply with the specifications, and/or statements paraphrasing the requirements or parts thereof to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory.

L.1.1.7 Any data previously submitted in response to another solicitation should be assumed to be unavailable during this proposal evaluation and source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source.

L.1.1.8 Elaborate brochures or other presentations beyond what is sufficient to present a complete and effective proposal are neither necessary nor desired.

L.1.1.9 The offeror's proposal shall be valid for no less than 360 calendar days from the proposal due date. The Offeror shall make a clear statement that the proposal is valid until such date in the Administrative Volume of the proposal.

L.1.1.10 Proposals shall not contain any classified information.

L.1.1.11 Offerors are cautioned that, in order for a proposal to be considered eligible for award, it shall be in compliance with all of the terms and conditions set forth in this solicitation.

L.1.1.12 Offerors are cautioned that their initial proposal submissions should contain their best terms.

L.1.1.13 The Government will accept no more than one (1) proposal from each Offeror. The Government will consider each proposal as either a small business OR a large business as identified by the offeror in the proposal. The Government will NOT consider one offeror in both the small business and large business rankings.

L.1.1.14 The Government will not reimburse any offeror for bid and proposal costs, as a contract line item, associated with responding to this solicitation. The award of this contract is subject to the availability of adequate funds. The Government reserves the right to cancel this solicitation at any time without being responsible for bid and proposal costs.

## L.2 VOLUME I - PAST PERFORMANCE

L.2.1 Information provided under the Past Performance Factor shall explain:

- (1) Whether the Offeror's present/past performance is recent and relevant to the solicitation requirements; and
- (2) How well the Offeror performed on present/past contracts Offeror's proposal shall include two (2) sections: Contract Descriptions and Performance.

### L.2.2 Contract Descriptions

Offerors shall submit contract descriptions of performance (for which Prime and/or Major Subcontractor support was provided), representing three (3) Government and/or commercial contracts, in performance or awarded during the past three (3) years, which are relevant to the efforts required by this solicitation. The past performance information may be from predecessor companies or key personnel who have relevant experience. The following information shall be included for each contract reference:

L.2.2.1 Contractor place of performance, CAGE Code, and DUNS Number. If the work was performed as a subcontractor, also provide the name of the Prime contractor and point of contact (POC) information within the Prime contractor organization (i.e., name and current address, e-mail address, and telephone and fax numbers).

L.2.2.2 Government contracting activity and POC information of the Procuring Contracting Officer (i.e., name and current address, e-mail address, and telephone and fax numbers).

L.2.2.3 Requiring agency and POC information of the Government Technical Representative/Contracting Officer Representative (COR) (i.e., name and current address, e-mail address, and telephone and fax numbers).

L.2.2.4 Government contract administration activity and POC information of the Administrative Contracting Officer (i.e., name and current address, e-mail address, and telephone and fax numbers).

L.2.2.5 Contract Number and Task/Delivery Order Number(s) (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements).

L.2.2.6 Contract Type (e.g., Fixed-Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (i.e., Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (e.g., FP, CR, T&M, etc.).

L.2.2.7 Awarded price/cost.

L.2.2.8 Final or projected final price/cost.

L.2.2.9 Original delivery schedule, including dates of start and completion of work.

L.2.2.10 Final or projected final delivery schedule, including dates of start and completion of work.

### L.2.3 Performance

The following information shall be included in this section of the proposal:

L.2.3.1 For each of the contracts requested in the Contract Descriptions section above, the Offeror shall provide a specific, detailed narrative that describes the similarities and relevance of that work to the work required by this solicitation, as well as objectives achieved and cost growths or schedule delays encountered.

L.2.3.2 The Offeror shall provide copies of Quality Deficiency Reports and Corrective Actions submitted by the Defense Contract Management Agency (DCMA) office within the past three (3) years.

L.2.3.3 For Government contracts that did not nor do not meet original requirements with regard to either cost, schedule, or technical performance, the Offeror shall provide a brief explanation of the reason(s) for such factor(s) and any corrective actions taken to avoid recurrence.

L.2.3.4 For all contracts terminated in whole or in part, for default or cause, during the past three (3) years, to include those currently in the process of such termination, as well as those that are not for work similar to the proposed effort, the Offeror shall provide a brief explanation of the reason(s) for such factor(s) and any corrective actions taken to avoid recurrence.

L.2.3.5 If the Offeror is a Large Business, the Offeror shall submit information which demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan, as applicable for the relevant past performance cited in Section 1 - Contract Description. For compliance with FAR 52.219-8, the Offeror shall include a description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization. For compliance with FAR 52.219-9, the Offeror shall include documentation for achieving goals established under these prior contracts. If the Offeror's record does not establish compliance with these goals, the Offeror shall include an explanation with its narrative for each contract.

### L.2.4 Past Performance Questionnaire

L.2.4.1 For each contract requested in the Contract Descriptions section, the Offeror shall distribute a Past Performance Questionnaire (i.e., Section J, Attachment 1 of the solicitation). The Offeror shall complete Part I of the Questionnaire and then e-mail the questionnaire to both the Government contracting activity and technical representative responsible for each past/current contract. The Points of Contact (POCs) shall be instructed to electronically complete Part II of the Questionnaire and then e-mail the entire Questionnaire to the following POCs no later than the proposal due date:

Kevin Parker, Contracting Officer  
Email: kevin.j.parker3.civ@mail.mil

Yvette Daltorio, Contract Specialist  
Email: yvette.m.daltorio.civ@mail.mil

### L.3 VOLUME II - TECHNICAL/MANAGEMENT

The Technical/Management Volume of the Offeror's proposal shall include one (1) section for each of the following: Corporate Management, Technical Approach, and Cost Management.

#### L.3.1. Corporate Management

L.3.1.1 The Offeror shall provide a description of its organizational structure and management approach that clearly identifies the roles and responsibilities of personnel and subcontractors, lines of authority, span of control, and communication strategies.

L.3.1.2 The Offeror shall provide its approach for managing, overseeing, and executing cost, schedule, and performance on future RDAP task/delivery orders, as well as identify experienced key personnel to be utilized at the RDAP Order level.

#### L.3.2 Technical Approach

The Offeror shall demonstrate its core competency in one of the areas below (L.3.2.1 or L.3.2.2). NOTE: The Offeror is permitted to address both areas below if it possesses core competency in both areas; however, the Government encourages Offerors to focus on their primary core competency.

##### L 3.2.1 Technical/Integration Approach:

L.3.2.1.1 The Offeror shall describe its technical approach relative to the research, design, and development of a CBRNE Defense system/capability -OR- a non-CBRNE hardware, software, or combined hardware/software intensive research and development program. The technical approach described within the proposal shall demonstrate the Offeror's understanding of the Defense Acquisition System processes and procedures. The Offeror may discuss an approach in which it performs as a standalone organization or as part of a team.

L.3.2.1.2 The Offeror shall describe its approach, as part of a team or as a standalone organization, to integrate systems, equipment, or materiel into broad-based, synergistic, system-of-systems capabilities related to research and development.

##### L.3.2.2 Manufacturing/Production Approach:

L.3.2.2.1 The Offeror shall describe its approach, as part of a team or as a standalone organization, pertaining to the production and manufacture of a system or capability.

L.3.2.2.2 The Offeror shall describe its approach to implement a "scale up" [i.e. maturing Manufacturing Readiness Levels (MRL) from Level 3 to 10] capability that would result from research and development efforts, configuration management, and quality control.

#### L.3.3 Cost Management

L.3.3.1 The Offeror shall describe its approach to implement cost control methodologies (processes/procedures) applied to the research, development, acquisition, and/or production/procurement of a hardware, software, or combined hardware/software system or capability. The offeror shall describe how it is anticipated that this approach will produce cost savings and/or cost avoidance.

L.3.3.2 The Offeror shall report associated cost savings and cost avoidance achieved.

#### L.4 VOLUME III - COST/PRICE

L.4.1 Information provided under the Cost/Price Factor will determine the completeness, fairness and reasonableness of an Offeror's proposal and its ability to price labor rates.

L.4.2 The offeror shall provide cost/price information on personnel required to develop a Program Management Plan (PMP). The offeror shall complete the attached spread sheet, to include the labor categories, position level, hours and rates, and total cost/price necessary to develop a PMP that would include the following elements:

- a. Technical Approach to execute a future RDAP Order
- b. Schedule/milestone chart capturing major activities
- c. Cost
- d. Program risk

(Note: The offeror is not required to develop or submit a PMP; but only provide the cost/price information required to develop a PMP.)

L.5 PROPOSAL SUBMISSION

L.5.1 STRUCTURE

L.5.1.1 Delivery: Offerors shall electronically mail proposals to the POC listed above in L.1.1.1. The subject of the e-mail shall state the solicitation number and the contents of the e-mail, at a minimum, shall include the company name and a POC name, phone number, and e-mail address. The Government POC receiving proposals will send a confirmation response upon receipt of each proposal.

L.5.1.2 Proposal File Format

Offerors shall submit a written response to the solicitation, providing two identical versions of each volume required, one in Microsoft Word and one in PDF. Proposals shall be clearly indexed and logically assembled. Each volume shall be clearly titled, appropriately numbered, and identifiable by company name. All pages of the proposal shall contain page numbering and a header or footer which includes “SOURCE SELECTION INFORMATION”, the company name, and the solicitation number. A table of contents and a cross-reference matrix corresponding to the requirements listed above in L 2.0 are required, but will not be included in the page count.

Offerors shall use the following page parameters:

All Margins: 1”

Gutter: 0”

Header & Footer: 0.5” from edge

Page Size: 8”W x 11”H

Orientation: Portrait

Pages shall be single-spaced and each paragraph shall be separated by at least one blank line. Offerors shall use the standard 12-point minimum font size in Calibri font. For tables and charts, Offerors may use 8-point font and landscape orientation. Fold-out sheets are not allowed. Offerors shall align all text to the left and only use a single column text format.

Security permissions on Word files shall be set to allow the Government to select, cut, paste, and print text and graphics without the need for a password.

L.5.1.3 Proposal Volumes: Proposals shall consist of Volumes I through III, as set forth in the table below.

Volume	Volume Title	Page Limitations	Submission Requirement
I	Volume I: Past Performance Section 1: Contract Descriptions Section 2: Contract Performance Section 3: Past Performance Questionnaire	5 pages total (not including the Past Performance Questionnaire or any Quality Deficiency Reports and Corrective Actions submitted by DCMA)	One copy in Microsoft Word One copy in PDF

II	Volume II: Technical/Management Section I: Corporate Management Section II: Technical Approach Section III: Cost Management	7 pages total	One copy in Microsoft Word One copy in PDF
III	Volume III: Cost/Price	N/A	One copy in Microsoft Word One copy in PDF

L.5.1.4 Offerors shall write each volume on a stand-alone basis, with all information confined to the appropriate volume, to facilitate independent evaluation and so that the Government can evaluate its contents without cross-referencing to other volumes of the proposal. The Government will consider information it requires for proposal evaluation not found in its designated volume as the Offeror having omitted it from the proposal. Pages over the maximum page limitation for any volume will be excluded from evaluation. Exceptions to the page limitations are, if required: cover pages, indices/tables of contents, cross reference matrix and divider pages.

L.5.1.5 The Government will not evaluate any pages that exceed the page limitations identified in this section (Section L). The offeror shall not provide cost information in Volumes I or II. Proposals with an omission or unclear or uncertain proposals may not be considered for award.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate III	OCT 1997
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.227-1	Authorization and Consent	DEC 2007
52.250-3	SAFETY Act Block Designation/Certification	FEB 2009
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.215-7008	Only One Offer	OCT 2013

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of a Combination of various Fixed Priced and various Cost type contracts resulting from this solicitation.

(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

Mr. Kevin Parker  
 Contracting Officer  
 ACC-APG, Natick Contracting Division  
 100 Medway Road, Suite 305  
 Milford, MA 01757  
 Telephone: 508-233-6175  
 Email: kevin.j.parker3.civ@mail.mil

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

(End of provision)

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

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

<http://farsite.hill.af.mil/vffar1.htm>

<http://farsite.hill.af.mil/vfdfar1.htm>

(End of provision)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

## Section M - Evaluation Factors for Award

### M.1 General

M.1.1 The Government is conducting this source selection in accordance with the competitive source selection procedures in FAR Part 15, DFARS Part 215, AFARS Part 5115, the DoD Source Selection Procedures, and the Army Source Selection Supplement. The Government intends to conduct a full and open competition and award an IDIQ contract to the Offeror(s) whose proposal represents the best value to the Government. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Award may be made to other than the lowest priced proposal(s) if the Government determines that paying a price premium for the higher rated proposal is warranted. The Government may also award to other than the highest rated proposal, if the Government determines that paying a price premium is not warranted.

M.1.2 The Government intends to issue a multiple award indefinite-delivery indefinite-quantity contract vehicle. The Government intends to award without discussions; however, the Government reserves the right to enter into discussions if deemed necessary by the Contracting Officer. The Government will evaluate all proposals in accordance with (IAW) FAR 15.305(a), and if discussions are to be conducted, establish the competitive range comprised of all of the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors. The decision to establish a competitive range will be made at the sole discretion of the Contracting Officer, with approval by the Source Selection Authority (SSA). After evaluating all proposals IAW FAR 15.305(a), the Contracting Officer may also determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which efficient competition can be conducted. Offerors are therefore advised that the Contracting Officer, for purposes of efficiency, may also limit the number of competitive range Offerors, at his discretion.

M.1.3 The Government proposal evaluation will be limited to the information provided and nothing will be assumed. However, the Government may use data obtained from other sources to validate offerors' proposals in conducting the evaluations for the past performance and cost factors.

M.1.4 The award of this contract is subject to the availability of adequate funds. The Government reserves the right to cancel this solicitation at any time without being responsible for bid and proposal costs.

### M.2 Basis for Contract Award

M.2.1 The basis for contract award will be a combination of source selection approaches in order to obtain best value in accordance with FAR 15.101. The Government intends to make multiple awards of indefinite-delivery indefinite-quantity contracts to the offerors whose proposals are rated acceptable and who represent the best value to the Government after a tradeoff analysis in accordance with FAR 15.101-1 of the past performance proposals, technical/management and cost/price.

M.2.2 Relative Order of Importance: In making the best value decision, the source selection authority will consider the following order of importance:

In compliance with FAR 15.304(d), Factor I (Past Performance) is more important than Factor II (Technical/Management). Factor 2 is more important than Factor III (Cost/Price).

Within Factor II (Technical/Management), Sub-Factor I (Corporate Management), Sub-Factor II (Technical Approach) and Sub-Factor III (Cost Management) are equally important. The ratings for the three (3) Factor II sub-factors will be rolled up into a single rating for the overall Factor II rating.

In compliance with FAR 15.304(e), when combined, all other evaluation factors (Factors I and II) are combined are significantly more important than Factor III. However, Factor III (Cost/Price) will be considered in the selection decision.

M.2.3 In order to be considered for award, an offeror shall receive a minimum rating of Satisfactory Confidence for past performance. In determining the ranking of offerors, a past performance confidence rating of Unknown Confidence (Neutral) will be considered equal to Satisfactory Confidence.

M.2.4 In order to be considered eligible for award, a rating of no less than “ACCEPTABLE” must be achieved for the Technical/Management Factor and each Sub-Factor.

M.2.5 The Government will evaluate each Offeror’s cost proposal for completeness, fairness and reasonableness.

**M.3 EVALUATION METHODOLOGY.**

The Government will assess all responsive proposals against the solicitation requirements and criteria defined by the evaluation factors and sub-factors below.

**M.3.1 FACTOR I - PAST PERFORMANCE**

M.3.1.1 Minimum Requirements: The Offeror demonstrates past performance that met cost, schedule, and performance requirements on relevant programs in the context of the Technical/Management Factor for this effort.

M.3.1.2 Past Performance Evaluation:

M.3.1.2.1 The first aspect of the Government’s past performance evaluation is whether the Offeror’s present/past performance is recent and relevant to the solicitation requirements.

M.3.1.2.1.1 The Offeror’s past performance will be evaluated to determine how recent the effort accomplished by the Offeror is to the solicitation requirements. “Recent” means any contract under which any performance, delivery, or corrective action has taken place within the last three (3) years of the issuance of this solicitation.

M.3.1.2.1.2 The Offeror’s past performance will be evaluated to determine how relevant the effort accomplished by the Offeror is to the solicitation requirements. In regards to relevancy the Government will review those aspects of an Offeror’s contract history that will provide the greatest ability to measure whether the Offeror will satisfy the solicitation requirements. Aspects of relevancy that will be reviewed are similarity of service/support to the solicitation requirements; complexity, dollar value, contract type, and degree of subcontracting/teaming.

M.3.1.2.1.3 “Relevant” means performance that demonstrates the Offeror has provided logistics support, including supply chain management operations, management and administration, maintenance, calibration, training, and fielding support.

M.3.1.2.1.4 “Past Performance Relevancy Rating” will be assigned based on the Offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the requirements of this solicitation. See Past Performance Relevancy Ratings tables below.

PAST PERFORMANCE RELEVANCY RATINGS	
Adjectival Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.
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M.3.1.3 For the next aspect of the past performance evaluation, The Government will assess how well the Offeror performed on the contracts through the Past Performance Confidence Assessment.

M.3.1.3.1 The Government will make this assessment based on whether the Offeror:

M.3.1.3.1.1 Provided a quality product or service in terms of technical performance for compliance with previous contract requirements, accuracy of reports, and technical excellence.

M.3.1.3.1.2 Performed timely in terms of meeting milestones, reliability, responsiveness to technical guidance, deliverables completed on-time, and adherence to contract schedules (including contract administration).

M.3.1.3.1.3 Controlled cost in terms of performing within or below budget, use of cost efficiencies, relationship of negotiated costs to actual costs, submission of reasonably priced change proposals, and providing current, accurate, timely, and complete billing.

M.3.1.3.1.4 Conducted business relations in terms of providing effective management, demonstrating a cooperative and proactive behavior, being responsive to inquiries, resolving problems, and satisfying the customer.

M.3.1.3.1.5 The Government will assign confidence ratings using the Past Performance Confidence Assessment Ratings specified in the table below.

PAST PERFORMANCE CONFIDENCE ASSESSMENT RATINGS	
Adjectival Rating	Description
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

M.3.1.4 In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror will be determined to have unknown past performance. In the context of acceptability/unacceptability, “Unknown” will be considered “Acceptable”. In the case of here an Offeror has not been subject to the requirements of FAR Part 19, including never holding a contract incorporating FAR 52.219-8 and FAR 52.219-9 as detailed in M.4.4.5.5, and the Offeror provided a statement supporting this situation, then the evaluation of M.4.4.5.5 will be considered “Unknown” and therefore “Acceptable”.

M.3.1.5 When assessing past performance relevancy and a confidence level, the Government will focus its inquiry on the past performance of the Offeror as it relates to all solicitation requirements. These requirements include all aspects of cost, schedule, and performance, including the Offeror’s record of: (1) conforming to specifications and standards of good performance; (2) maintaining program execution within price; (3) adherence to contract schedules; (4) ability to resolve technical and management problems quickly and effectively; (5) professional concern for the interest of its customers; and (6) establishing and maintaining adequate management of subcontractors.

M.3.1.6 The Offeror is cautioned that, in conducting the Past Performance assessment, the Government may use data provided in the Offeror’s proposal as well as data obtained from other sources [i.e., Contractor Performance Assessment Reporting System (CPARS)]. Since the Government may not necessarily interview all of the sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. The Offeror is reminded that, while the Government may elect to consider data obtained from other sources, the burden of proving relevancy, and a high confidence level under the Past Performance Factor, rests with the Offeror.

M.3.1.7 In accordance with DFARS 215.305(a)(2), the Past Performance Evaluation will include the evaluation of the Offerors record of efforts to comply with 52.219-8 "Utilization of Small Business Concerns" and 52.219-9 "Small Business Subcontracting Plan."

M.3.1.8 The Government may utilize past performance information from other sources than those identified by the Offeror (i.e., Contractor Performance Assessment Reporting System (CPARS)).

**M.3.2 FACTOR II - TECHNICAL/MANAGEMENT**

M.3.2.1 Technical/Management Evaluation: In conducting the Technical/Management evaluation, the Government will use data provided in the Offeror’s proposal and may use data obtained from other sources to validate an Offerors proposal and to determine if the proposed experience meets the following minimum requirements. The Technical/Management Factor evaluation will assess an Offeror’s likelihood of success in performing future RDAP task/delivery orders. In order to be eligible for consideration for award, a rating of no less than “ACCEPTABLE” must be achieved for the Technical/Management Factor and each of its Sub-Factors.

M.3.2.1.1 There are three (3) Sub-Factors in the Technical/Management Factor. The Government will evaluate each of these Sub-Factors independently of one another and then assign an adjectival assessment rating with supporting narrative to each. After each of the Sub-Factors has been assigned an adjectival assessment rating, the Government will assign a rating to the overall Technical/Management Factor, which will consist of a “roll-up” of the Sub-Factor ratings. The ratings in the table below, and their corresponding definitions, will be used in the evaluation of the Technical/Management Factor and its Sub-factors.

M.3.2.2 The Technical/Management Factor will be rated as ACCEPTABLE or UNACCEPTABLE in accordance with the definitions below:

Technical/Management Factor Adjectival Assessment Ratings	
Rating	Definition
<b>Acceptable</b>	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
<b>Unacceptable</b>	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

M.3.2.3 Minimum Requirements. The Government will evaluate the extent to which:

M.3.2.3.1 Corporate Management: The Offeror describes an organizational structure and management approach that clearly identifies the roles and responsibilities of personnel and subcontractors, lines of authority, span of control, and communication strategies. The Offeror explains an approach for managing, overseeing, and executing cost, schedule, and performance on future RDAP task/delivery orders, as well as identifies experienced key personnel to be utilized at the RDAP task/delivery order level.

M.3.2.3.2 Technical Approach: The Offeror demonstrates its core competency in at least one of these areas: Technical/Integration (M 3.2.3.2.1 or Manufacturing/Production (M 3.2.3.2.2).

M.3.2.3.2.1 Technical/Integration Approach: The Offeror's proposed technical approach is relative to the research, design, development, and production/procurement of a CBRNE Defense -OR- a non-CBRNE system or capability. The technical approach described within the proposal demonstrates the Offeror's understanding of the Defense Acquisition System processes and procedures. The Offeror may discuss an approach in which it performs as a standalone organization or as part of a team. The Offeror's approach demonstrates its ability to integrate systems, equipment, or materials achieving broad-based (synergistic) or system-of-system capabilities, related to research and development activities.

M.3.2.3.2.2 Manufacturing/Production Approach: The Offeror's proposed manufacturing/product approach, as part of a team or as a standalone organization, pertains to the production and manufacture of a system or capability. The Offeror's approach demonstrates its ability for implementing a "scale up" capability (i.e. maturing Manufacturing Readiness Levels (MRL) from Level 3 to 10) that would result from research and development efforts, configuration management, and quality control. (The Government will use the DoD Manufacturing Readiness Level (MRL) Deskbook as a guide when assessing the offeror's scale-up capability).

M.3.2.3.3 Cost Management: The Offeror's approach to implement cost control methodologies (processes/procedures) applied to the research, development, acquisition, and/or production/procurement of hardware, software or combined hardware-software systems/capabilities. The Offeror identifies previous experience(s) in which it implemented cost controls on a CBRNE or non-CBRNE system/capability and demonstrates cost savings and/or cost avoidance achieved.

### M 3.3 FACTOR III - COST/PRICE

M 3.3.1 Minimum Requirements: The Government will evaluate the extent to which the Offeror provides a complete Cost/Price volume in accordance with the Solicitation requirements and the Section J Attachment 2 spreadsheet.

M.3.3.1.1 The Government will evaluate the offeror's cost/price information in the Spreadsheet cost/price data associated with the costs for the development of a Program Management Plan (PMP), which should take into account the following elements in a notional PMP:

Technical Approach to execute a future RDAP task/delivery order  
 Schedule/milestone chart capturing major activities  
 Cost  
 Program risk

(Note: The Government will not evaluate a PMP; but only the cost/price information required to develop a PMP.)

M.3.3.1.2 Fee: The Government may require offerors proposed fee to be less than 10% (less than 15% for experimental, developmental, or research work) for cost plus fixed fee RDAP task/delivery orders and contract line item numbers (CLINs). If the proposed fee is greater than the maximum fees allowable in accordance with 15.404-4(c)(4)(i), the offeror will not be eligible for award.

M 3.1.2 Cost/Price Evaluation: In evaluating offers, the Government will perform a cost/price analysis based on adequate price competition and other data available. The Government will evaluate the proposed fully

burdened labor rates submitted by each Offeror. Although the Cost/Price Factor will be evaluated, it will not be rated. Proposed pricing will serve as a ceiling price (with future economic adjustment), not a basement price, for future task/delivery order price proposals.

M 3.1.2.1 The Government will evaluate each Offeror's cost proposal for completeness, fairness and reasonableness in accordance with FAR 15.404-1. Accordingly, the analytical techniques and procedures prescribed in FAR 15.404-1 for evaluating each Offeror's proposal may be used singly or in combination with others to ensure the costs are fair and reasonable. Cost/Price analysis will not be performed for a proposal deemed technically Unacceptable.

M.3.1.2.1.1 Completeness: The Offeror's cost proposal will be considered complete if all requirements in Section L of the solicitation regarding the Cost/Price Factor have been satisfied. Submission of an incomplete Cost/Price proposal volume will constitute the Offeror's proposal to be non-compliant with the terms and conditions of the solicitation, and will render the proposal ineligible for award.

M.3.1.2.1.2 Fairness and Reasonableness: Price analysis using one or more methods listed under FAR 15.404-1(b) will be used to ensure that the awarded contracts will result in fair and reasonable prices. Price reasonableness is a matter of the competitiveness of the Offeror's proposal. The Government will perform a price analysis based upon an evaluation of the proposed separate price elements and profit. The Government may also conduct limited cost analysis in accordance with 15.404-1(c). The Government may use various price analysis techniques to ensure a fair and reasonable price. Additionally, the Government will use information other than certified cost and pricing data submitted by the offeror and other data available to the Government.

#### CLAUSES INCORPORATED BY REFERENCE

52.217-3

Evaluation Exclusive Of Options

APR 1984