

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 24
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 22-Dec-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011	CODE W911QY	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W911QY-17-R-0010	
		X	9B. DATED (SEE ITEM 11) 18-Nov-2016	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to update the RFP in response to industry questions/comments as follows: 1. Update CLIN 0021 to indicate profit & fee not allowed 2. Clarify Section H.7.6 language 3. Update all references to Key Corporate Personnel to Key Corporate Management Personnel 4. Update Section L.3.2 language 5. Revise Section L.4.1.3 Table - Volume II – Add optional cost narrative; Volume III – Update submission requirements to PDF only; correct Section VII title; add (*) to indicate which volumes are required at the RDAP task/delivery order only. 6. Update sections L.5.1.4, L.5.3, L.5.4, L.5.5, L.5.6 and L.5.8 language 7. Update Section M.3.1.3.2.1.1.1 - to remove "production/procurement" 8. Update Sections M.3.2.1.2 (Fee applicability), M.3.2.2 (cost elements/ceiling rates) and M.3.2.2.1.2 (FAR Ref) 9. Update Attachment 1 Spreadsheet for CPFF and FFP tabs Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 22-Dec-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0021

The CLIN extended description has changed from:

For efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems, RAD/NUC Defense Systems and Joint/Combined/Integrated Efforts

To:

For efforts related to CBRNE Defense Systems Equipment & Material, CBRNE Information Systems, RAD/NUC Defense Systems and Joint/Combined/Integrated Efforts. Profit or fee is not allowed for other direct costs..

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.1 ORDERING PROCEDURES AND CONTRACT MINIMUM GUARANTEE

H.1.1 All JE-RDAP IDIQ contractors shall be provided fair opportunity to be considered for each RDAP task/delivery order pursuant to the procedures established in this section unless the Contracting Officer (KO) determines that an Exception to Fair Opportunity (ETFO) exists. If the KO determines an ETFO exists, the number of IDIQ contractors may be limited to one or more eligible to submit proposals. The KO will determine whether an ETFO exists based on the requirements in law and regulation.

H.1.2 Orders will be awarded using the following procedures:

H.1.2.1 The Government will either issue a Performance Work Statement (PWS)/Statement of Work (SOW) describing specific work and data items required, anticipated performance period, critical milestones; or, a Statement of Objectives (SOO) that describes the overall RDAP task/delivery order performance objectives.

H.1.2.2 The IDIQ Contractors shall provide the KO an original and copies (as specified) of a complete, detailed proposal. 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 RDAP task/delivery order level in accordance with FAR 46.401. The proposal shall address:

H.1.2.2.1 The comprehensive technical and management approach to accomplish the effort (unless otherwise specified in the Task Order Request (TOR)/Delivery Order Request (DOR));

H.1.2.2.2 Detailed cost or pricing data or other than cost and pricing data in accordance with the instructions set forth in the RDAP TOR/DOR and FAR 15.404-1;

H.1.2.2.3 Past Performance in accordance with the instructions set forth in the RDAP TOR/DOR RFP;

- H.1.2.2.4 Proposed schedule for completing the RDAP task/delivery order effort; and
- H.1.2.2.5 Any other requested and/or pertinent information.
- H.1.2.3 The evaluation factors for each RDAP task/delivery order will be described in the TOR/DOR for each RDAP task/delivery order as appropriate.
- H.1.2.4 The Government will evaluate all proposals, conduct discussions if determined necessary by the KO, and make an award to the Offeror proposing the best overall value to the Government. The Government reserves the right to identify the Best Value (Tradeoff Process or LPTA) evaluation method at the RDAP task/delivery order level. The contractor shall be required to deliver the specified product within the specified time and RDAP task/delivery order amount.
- H.1.2.5 The KO may make deviations to this process due to unique circumstances as determined appropriate on individual requirements. The KO will utilize FAR 16.505(b) as a guideline if a deviation to the order placement procedures is intended. Regardless of the procedures used, all proposals shall be submitted by the time specified in the RDAP task/delivery order TOR. The Government reserves the right to award orders without discussions. For actions awarded under FAR 16.505(b)(1), unsuccessful Offerors will be notified in accordance with FAR 15.503(b).
- H.1.3 Under the provisions of 10 U.S.C. 2304, a protest is not authorized in connection with the issuance or proposed issuance of an individual RDAP task/delivery order under \$10 million, except for a protest on the grounds that the order increases the scope period or maximum value of the contract under which the order is issued.
- H.1.4 This clause does not guarantee the Contractor issuance of any RDAP task/delivery order above the minimum guarantees stated in this contract.
- H.1.5 RDAP Task/delivery orders will be awarded in accordance with FAR 16.505(b). The Government has no obligation to issue an RDAP task/delivery order except for the minimum guarantee as referred to in FAR 52.216-22(b), "Indefinite Quantity"; the contract minimum quantity is an RDAP task/delivery valued at \$1,000 to each JE-RDAP IDIQ contract awardee. The guaranteed minimum of this IDIQ contract shall be applicable to the ten (10) year ordering period only. It is the Government's intent to issue an RDAP 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 RDAP task/delivery order will be placed against the Travel and 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.1.6. In accordance with FAR 16.505(b), the KO reserves to right to tailor procedures to each RDAP task/delivery order and shall state the procedures in the RDAP task/delivery order request for proposal (RFP).
- H.1.7 The authority to issue RDAP task/delivery orders under the IDIQ contract(s) shall reside with the KO listed in Section G and any other Contracting Division within ACC-APG that is identified and approved by the KO.
- H.1.8 Contractors may choose whether or not to submit a proposal in response to an RDAP TOR/DOR at their discretion. Contractors shall propose in accordance with the TOR/DOR issued for each RDAP task/delivery order.
- H.1.9 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 an RDAP TOR/DOR. In an RDAP 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 RDAP TOR/DOR.

H.1.10 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 RDAP task/delivery orders.

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

H.2.1 The Government intends to set aside RDAP task/delivery orders estimated at \$5M or less per year of performance (but not to exceed \$10M over the duration of the RDAP task/delivery order) for small businesses following the procedures of FAR 19.5 and in accordance with FAR 16.505(b)(2)(i)(F). All other RDAP task/delivery orders, unless an exception to Fair Opportunity applies, will be solicited among all IDIQ holders; however, if the conditions of FAR Part 19.5 are met, then that RDAP task/delivery order will also be set-aside. If in response to a set-aside RDAP task/delivery order (RFP), the Government determines that there are no Offerors that satisfy the set aside requirements of FAR Part 19.5, then the RDAP task/delivery order will be solicited under Fair Opportunity among all IDIQ holders.

H.2.2 The North American Industry Classification System (NAICS) Codes determined as most applicable to RDAP task/delivery 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.2.3 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 JE-RDAP IDIQ Contracting Officer (KO) approval.

H.2.4 Contractors need not register under the four previously identified NAICS Codes in the System for Award Management (SAM) in order to be eligible for an IDIQ award. To be eligible for an RDAP task/delivery order set aside for small business IDIQ holders must be registered in SAM as a Small Business under the NAICS code identified in the individual RDAP task/order RFP.

H.3 RDAP TASK/DELIVERY ORDERS TYPES

H.3.1 Cost and Fixed-price type RDAP task/delivery orders may be issued under this IDIQ contract. The RDAP task/delivery order type will be determined based on requirement complexity and estimated risk.

H.4 IDIQ CONTRACT TASK/DELIVERY ORDER OMBUDSMAN

H.4.1 The following individual has been named the IDIQ contract RDAP 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

H.4.2 The RDAP task/delivery order Ombudsman shall be responsible for reviewing complaints from contractors on IDIQ contracts.

H.5 BID AND PROPOSAL COSTS

H.5.1 The Government will not reimburse contractors for bid and proposal costs associated with any task/delivery order proposal awarded on a competitive, sole source, or single offer basis, any IDIQ contract or RDAP 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.6 CONTRACTOR'S KEY PERSONNEL (Note: Key Personnel to be identified at the RDAP task/delivery order level as applicable.)

H.6.1 The key personnel listed in paragraph H.6.2 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 KO. 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.6.2 Key Personnel List

NAME	POSITION
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H.6.3 Prior to permanently reassigning any of the specified individuals to other contracts, the contractor shall provide the KO 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 KO. 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.6.4 The contractor shall notify the KO and RDAP task/delivery order COR prior to making any changes in the RDAP task/delivery order Key Personnel. No changes in the RDAP 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 RDAP 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 Contracting 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:

H.6.4.1 an explanation of the circumstances necessitating the substitution;

H.6.4.2 a complete resume of the proposed substitute; and,

H.6.4.3 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.7 RDAP TASK/DELIVERY ORDER ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

H.7.1 Contractors shall not place themselves in a position of having an OCI by accepting an RDAP task/delivery order under this requirement. Conversely, contractors shall not accept RDAP 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.7.2 The term "Organizational Conflict of Interest" is defined in FAR Subpart 2.101(b); see also FAR Subpart 9.502(c).

H.7.2.1 The restrictions imposed by this clause apply to the Contractor, including its parent company, affiliates, divisions, subsidiaries, consultants, Sub-Contractors at any tier, and any tier successors.

H.7.3 The Contractor is subject to the following restrictions:

H.7.3.1 The KO has determined that organizational conflicts of interest have the potential to arise, due to the nature of the work performed under this contract, which may preclude a Contractor from receiving a contract award.

H.7.3.2 The Contractor has a duty to provide objective performance pursuant to the contract and any future task/delivery orders awarded. The Contractor shall avoid conflicting roles and situations that might create a bias or a potential bias in the Contractor's performance of the contract or any task/delivery orders or give the Contractor an unfair competitive advantage in receiving the basic contract award or any future task/delivery order awards. An actual or potential organizational conflict of interest can result in the Contractor being found ineligible for contract award or for future task/delivery orders.

H.7.3.2.1 Whereas the Contractor has provided or is providing support, as described in FAR 9.505-1 through 9.505-4, pursuant to another contract or affiliation that creates an actual or potential organizational conflict of interest in performing the contract, the Contractor may be ineligible to act as a prime Contractor, consultant, or Sub-Contractor to any prime Contractor or Sub-Contractor.

H.7.3.2.2 The KO may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with Paragraphs H.7.3.2.2.1 and H.7.3.2.2.2 below. The KO's determination regarding a finding of an actual or potential organizational conflict of interest and the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions based on the best interest of the Government and are not subject to the Disputes clause of the contract. The responsibility determination will be made at the basic contract award and individual task/delivery order award level.

H.7.3.2.2.1 The Contractor's disclosure shall set forth all relevant facts, including identification of contracts under which work was or is being performed, and include a description of actions which the Contractor has taken, or proposes to take, to avoid, neutralize, or mitigate the actual or potential conflict of interest.

H.7.3.2.2.2 Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains, etc.); and data security measures.

H.7.4 If work to be performed under this contract requires access to proprietary, business confidential, or financial data of other companies, the Contractor shall reach an agreement with such other companies to protect such data from unauthorized use or disclosure as long as it remains proprietary or confidential. Evidence of such an agreement must be made available to the KO upon request.

H.7.5 The Government may terminate the task/delivery order and/or contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of an organizational conflict of interest before the award of this contract or discovered such facts after award and intentionally did not disclose or misrepresented relevant information to the KO, the Government may terminate for default the task/delivery order and/or contract in accordance with the contract and pursue such other remedies as may be permitted by law or by this contract.

H.7.6 The Contractor represents that it has disclosed to the KO, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. The Contractor represents that if it discovers an actual or potential organizational conflict of interest with respect to the IDIQ contract or RDAP task/delivery order awards, the Contractor shall make an immediate and full disclosure in writing to the KO. This disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The Contractor also agrees to insert this provision in every subcontract issued in performance of this contract.

H.8 START-OF-CONTRACT MEETING

H.8.1 The Contractor shall attend a start-of-contract meeting at a place in the metro DC area determined by the KO and convened by the Requiring activity in accordance with FAR Subpart 42.5. For planning purposes, the Contractor shall assume the meeting will last eight (8) hours. At the start-of-contract meeting, each contract awardee is to provide the government with a written description (not to exceed 10 pages) of their corporate competences and capabilities and provide information of new/emerging technologies and/or manufacturing processes within their corporate portfolio that may be applied to satisfy existing and emerging JPM requirements during the JE-RDAP ordering period. (CDRL A001)

H.9 TRAVEL

H.9.1 The Government will reimburse the Contractor for all TDY/nonlocal travel approved by the Contracting Officer's Representative (COR) at the RDAP 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.10 ON RAMPS

H.10.1 The objective of an on-ramp is to maintain competitive sources for RDAP task/delivery orders and/or to obtain access to additional technologies and capabilities. The Government reserves the right to review all IDIQ contracts under the JE-RDAP multiple award IDIQ vehicle to determine if the need exists to add additional IDIQ contracts.

H.10.2 The KO may conduct market research to assess additional technologies and capabilities available in the open market. The KO 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 ad hoc 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.10.3 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.10.4 The Government may conduct an on-ramp to the JE-RDAP multiple award IDIQ vehicle in accordance with the following:

H.10.4.1 Notice of an on-ramp will be publicized on the FedBizOpps website;

H.10.4.2 The basis for an IDIQ award under the solicitation will be substantially the same as the original solicitation;

H.10.4.3 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;

H.10.4.4 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;

H.10.4.5 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 RDAP TOR/DOR with the same rights and obligations as any other contractor on the JE-RDAP multiple award IDIQ vehicle; and

H.10.4.6 The award of any new IDIQ contracts will not increase the existing overall ceiling amount of the JE-RDAP multiple award IDIQ vehicle.

H.11 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

H.11.1 Export of information, 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.11.2 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.11.3 The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

H.11.4 The contractor shall include the provisions or paragraphs 11.1 through 11.3 above in any subcontracts awarded under this contract.

H.12 RESEARCH INVOLVING HUMAN SUBJECTS

H.12.1 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.

H.12.2 “Human use” protocols apply to all research that meets any of the following criteria:

- a. 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.
- b. 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.13 RESEARCH INVOLVING ANIMAL SUBJECTS

H.13.1 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.

H.13.2 “Animal use” protocols apply to all activities that meet any of the following criteria:

- a. Any research, training, testing or experimentation involving a living animal or animals.
- b. 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.14 CONDUCT OF REGULATED RESEARCH

H.14.1 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.

H.15 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 RDAP task/delivery order level.

H.15.1 System Safety and Health Hazards

H.15.1.1 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 an 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 IDIQ 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.15.2 Hazardous Materials

H.15.2.1 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.15.3 Non-Surety Material and Programs

H.15.3.1 RDAP task/delivery orders issued on the IDIQ contract may require the Contractor to work with chemical and/or biological materials.

H.15.3.2 For the chemical program, the Contractor shall comply with 29 CFR Part 1910.

H.15.3.3 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.15.3.4 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.15.4 Surety Material and Programs

H.15.4.1 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.15.4.2 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.15.4.3 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.15.4.4 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.15.5 Use of Non-Traditional Agents

H.15.5.1 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.15.6 Research, Development, Test and Evaluation (RDTE) Dilute Solutions

H.15.6.1 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.15.7 Pollution Prevention

H.15.7.1 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.16 SECURITY

H.16.1 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.16.2 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 KO. 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 KO. 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 RDAP task/delivery order.

H.16.2.1 If the Contractor believes the RDAP task/delivery order effort is strictly for fundamental research, the Contractor shall request a waiver from this requirement from the KO.

H.16.2.2 The Contractor shall ensure that foreign nationals approved for support of RDAP task/delivery order efforts will not have access to military technical or critical unclassified information. (The Contractor shall contact the RDAP task/delivery order COR to determine whether information is designated as military technical or critical unclassified information).

H.16.3 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.16.4 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 KO.

H.17 GOVERNMENT FURNISHED PROPERTY (GFP)

H.17.1 GFP may be provided to the Contractor by the Government to facilitate performance of the individual RDAP task/delivery orders under the JE-RDAP IDIQ contract. Should such circumstances arise, GFP will be addressed in individual RDAP task/delivery orders.

H.18 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 RDAP 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 KO 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 KO 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. RDAP support privileges are provided on an as-available basis to properly authorized individuals. Some RDAP 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 RDAP 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 L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

L.1 INSTRUCTIONS TO OFFERS

L.1.1 General Instructions

L.1.1.1 Each Offeror (operating as a distinct operating entity) shall submit no more than one (1) proposal via email to the Contract Specialists Yvette Daltorio, yvette.m.daltorio.civ@mail.mil, and Shawn Haubner, shawn.p.haubner.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 FedBizOpps (FBO) website. The offeror's proposal shall consist of three (3) volumes; Volume I-Technical/Management; Volume II- Cost/Price and Volume III-Administrative.

L.1.1.2 The subject line of the email submission shall include the phrase "JE-RDAP Proposal Submission". 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, 508-233-6521, or Mr. Haubner, 508-233-6167, to confirm their proposal has been received.

L.1.1.3 All questions shall be submitted in writing via email to yvette.m.daltorio.civ@mail.mil and shawn.p.haubner.civ@mail.mil no later than 4:30 PM Eastern Standard Time on 01 December 2016. Offerors shall NOT submit questions via the FedBizOpps (FBO) website. 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 in writing only and directed to the Contract Specialists as identified above. Offerors shall not contact any other Government personnel other than the Contract Specialists identified. Contacting any other Government personnel other than the Contract Specialists identified may result in an organizational conflict of interest (OCI) and an Offeror being excluded from competition and award.

L.1.1.5 Proposal submissions to the JE-RDAP IDIQ contract 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. 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 unacceptable. The Government further considers mere reiteration of the requirement to also be inadequate and unacceptable.

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. The Government will not be evaluating information provided in the Administrative Volume.

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 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 - TECHNICAL/MANAGEMENT

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

L.2.1 Corporate Management

L.2.1.1 The Offeror shall provide its corporate management approach at the JE-RDAP IDIQ level, to include the following:

L.2.1.1.1 A description of its organizational structure.

L.2.1.1.2 Identification of key corporate management personnel. The Offeror shall also identify the roles and responsibilities of key corporate personnel.

L.2.1.1.3 Lines of authority.

L.2.1.1.4 Communication strategies.

L.2.1.2 Future Approach. The Offeror shall provide its corporate approach for managing, overseeing, and executing cost, schedule, and performance on future RDAP orders.

L.2.2 Technical and Production Approach

The Offeror shall demonstrate its core competency in either, but not both, of the areas below (L.2.2.1 or L.2.2.2). The Offeror shall also demonstrate the ability to obtain the production, technical equipment, facilities, necessary organization, accounting, operational controls, and technical skills (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) for the area not previously demonstrated as a core competency (either Technical/Integration (L.2.2.1) or Manufacturing/Production (L.2.2.2)).

L.2.2.1 Technical/Integration Approach:

L.2.2.1.1 Previous Experience:

L.2.2.1.1.1 The Offeror shall describe its previous experience (completed, not completed, or ongoing projects) relative to the research, design, and development of a CBRNE Defense system/capability - OR- a non-CBRNE hardware, software, or combined hardware/software intensive program.

L.2.2.1.1.1.1 The previous experience described within the proposal shall address the Offeror's understanding of the Defense Acquisition System processes, procedures and/or activities [specifically, pages 16-30 of DODI 5000.02, dated Jan 7, 2015: [https://acc.dau.mil/adl/enUS/716926/file/78952/Instruction%20%20USD%20\(AT_L\),%20DoDI%205000.02,%20Operation%20of%20DAS,%207%20Jan%202015.pdf](https://acc.dau.mil/adl/enUS/716926/file/78952/Instruction%20%20USD%20(AT_L),%20DoDI%205000.02,%20Operation%20of%20DAS,%207%20Jan%202015.pdf)].

L.2.2.1.1.2 The Offeror shall describe its previous experience (completed, not completed, or ongoing projects), to integrate systems, capabilities, equipment, supplies or material into one system-of-systems related to research, design and development.

L.2.2.1.2 Future Approach for RDAP Orders:

L.2.2.1.2.1 The Offeror shall describe its future methodology (which should consider lessons learned from previous experiences, new/novel approaches, and/or emerging technologies), relative to the research, design, and development of a CBRNE Defense system/capability -OR- a non-CBRNE hardware, software, or combined hardware/software intensive program.

L.2.2.1.2.1.1 The future methodology shall address the Offeror's understanding of the Defense Acquisition System processes, procedures and/or activities [specifically, pages 16-30 of DODI 5000.02, dated Jan 7, 2015: [https://acc.dau.mil/adl/enUS/716926/file/78952/Instruction%20%20USD%20\(AT_L\),%20DoDI%205000.02,%20Operation%20of%20DAS,%207%20Jan%202015.pdf](https://acc.dau.mil/adl/enUS/716926/file/78952/Instruction%20%20USD%20(AT_L),%20DoDI%205000.02,%20Operation%20of%20DAS,%207%20Jan%202015.pdf)] for future RDAP orders.

L.2.2.1.2.2 The Offeror shall describe its future approach to integrate systems, capabilities, equipment, supplies or material into a system-of-systems related to research, design and development. The future approach may include leveraging lessons learned, new/novel approaches, and/or emerging technologies.

L.2.2.2 Manufacturing/Production Approach:

L.2.2.2.1 The Offeror shall describe its previous experience (completed, not completed, or ongoing projects), relative to the production and manufacture of a system, item of equipment, or material.

L.2.2.2.2 The Offeror shall describe its future approach to implement a “scale up” [specifically, maturing Manufacturing Readiness Levels (MRL) from Level 6 to 10, pages 12-14 of the DoD MRL Desk book, dated August 2015: http://www.dodmrl.com/MRL_Deskbook_V2.4%20August_2015.pdf] capability that would result from research, design and development efforts, configuration management, and quality controls. The future approach may include leveraging lessons learned, new/novel approaches, and/or emerging technologies, to mature the MRL from Level 6 to 10.

L.2.2.3 Ability to Obtain Necessary Resources:

L.2.2.3.1 The Offeror shall describe its general plan for obtaining the necessary organization, experience, accounting and operational controls or the necessary production, technical equipment and facilities for the area not identified as a core competency (either Technical/Integration (M.3.1.3.2.1) or Manufacturing/Production (M.3.1.3.2.2)). The plan may include, but is not limited to, the ability to obtain potential subcontracting or teaming agreements. Actual agreements are not required for contract award.

L.2.3 Cost Management

L.2.3.1 The Offeror shall describe its previous experience (completed, not completed, or ongoing projects) implementing cost control methodologies (processes/procedures) applied to the research, development, acquisition, and/or production/procurement of a hardware, software, or combined hardware/software system.

L.2.3.2 The Offeror shall describe its approach to implement cost control methodologies on future RDAP Orders, and identify how the Offeror anticipates cost savings and/or cost avoidance will be achieved.

L.3 VOLUME II - COST/PRICE

L.3.1 Information provided under the Cost/Price Factor will determine the completeness, reasonableness and realism of an Offeror’s proposal and its ability to price labor rates.

L.3.2 The offeror shall provide cost/price rate information on the key corporate management personnel that were identified in paragraph L.2.1.1.2. The offeror shall complete the provided Microsoft Excel spreadsheet (Attachment 1), to include the labor categories, position level, base year hourly rates base year fully burdened rates and proposed 10 year escalation rates of the key corporate management personnel identified.

L.4 PROPOSAL SUBMISSION

L.4.1 STRUCTURE

L.4.1.1 Delivery: Offerors shall electronically mail proposals to the point of contact (POC) listed above in L.1.1.1 following the instructions for subject line as detailed in L.1.1.2. The Government POC receiving proposals will send a confirmation response upon receipt of each proposal.

L.4.1.2 Proposal File Format

Offerors shall submit a written response to the solicitation, providing two identical versions of Volume I (one in Microsoft Word and one in PDF), and one version of Volume II in Microsoft Excel. Proposals shall contain a table of contents and be 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 shall be provided for Volume I, 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 1/2"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 Calibri 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.4.1.3 Proposal Volumes: Proposals shall consist of Volumes I, II and III, as set forth in the table below.

Volume	Volume Title	Page Limitations	Submission Requirement
I	Volume I: Technical/Management Section I: Corporate Management Section II: Technical and Production Approach Section III: Cost Management	10 pages total	1 copy Microsoft Word 1 copy PDF
II	Volume II: Cost/Price	1 page spreadsheet 2 pages total - Optional Cost Narrative	1 copy Attachment 1 spreadsheet 1 copy in PDF
III	Volume III: Administrative Section I – Executive Summary Section II –Solicitation Documents Section III – DCMA and DCAA POCs, CAGE, DUNs and TIN and Prime’s financial documents Section IV – Information Other than Certified Cost or Pricing data Section V – Subcontracting Plan Section VI – OCI Mitigation Plan Section VII – System for Award Management (SAM) Section VIII- Teaming Agreements	Sec I – 5 page limit Sec II – No page limit Sec III – No page limit Sec IV –20 page limit* Sec V – 35 page limit* Sec VI –30 page limit* Sec VII - 1 page limit Sec VIII– No page limit* *Not required at IDIQ level; applicable at RDAP task/delivery order level only	1 copy in PDF

L.4.1.4 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: cover pages, tables of contents, acronym listing, cross reference matrix and divider pages.

L.4.1.5 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 Volume I. Proposals with an omission or proposals that are unclear or uncertain may not be considered for award.

L.5 PROPOSAL CONTENTS – Volume III Administrative

L.5.1 Section I – Executive Summary: A letter shall include:

L.5.1.1 Master Index. A master index that identifies the location of all major topics provided in each volume

L.5.1.2 Statement of Compliance. Each offer shall include a statement indicating complete compliance with the solicitation in the Administrative volume, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).

L.5.1.3 Format and Content. Each Offeror shall describe any deviations from the specified proposal format and content. If the Offeror's proposal differs from these guidelines, state the differences, and explain the reason.

L.5.1.4 Security Clearance. Security clearance is not required or applicable at the IDIQ contract level, however, it may be required at the RDAP task/delivery order level. In the event that security clearance is required at the RDAP task/delivery order level, each Offeror shall provide disclosure of the level of its Facility Security Clearance (personnel and facility) and its cognizant DSS office (address, name, phone, e-mail). All offeror personnel who will be assigned to an RDAP task/delivery order requiring a security clearance must possess a minimum of SECRET clearance IAW the DD254 at the time of RDAP task/delivery order proposal submission. The Government will assist offerors to apply for a Facility clearance on the offsite location post award for those offerors who do not currently have a SECRET facility clearance on their offsite location. This does not apply to personnel.

L.5.1.5 Authorized Negotiators. Offerors shall provide a list of authorized negotiators with their position title and their phone/email contact information.

L.5.2 Section II – Solicitation Documents. Each Offeror shall complete blank lines and provide signatures for the contract sections indicated below without modification to the files. An authorized official of the firm shall sign the Standard Form 33, amendments and all certifications requiring original signature. An Adobe Acrobat file, “.pdf” shall be created to capture the signatures for submission in the Administrative volume. Originating RFP section:

L.5.2.1 A signed and completed Solicitation/Contract Form and any subsequent amendments.

L.5.2.2 Contract Administration Data.

L.5.2.3 Provisions/Clauses.

L.5.3 Section III –DCMA and DCAA POCs, CAGE, DUNS and TIN. In this section of the Administrative volume, the offeror shall provide their cognizant DCMA and DCAA POC and also shall list their CAGE, DUNS and TIN.

L.5.4 Section IV – Information Other than Certified Cost and Pricing Data. Information Other than Certified Cost and Pricing Data is not required or applicable at the IDIQ level. If applicable at the RDAP task/delivery order level the offeror, in their proposal shall include information on the prices at which the same item or similar items have previously been sold to the Government and/or commercially provided IAW FAR 15.403-3(a)(1). Information presented should include cost or pricing data supporting Advance Agreements and Forward Pricing Rate Agreements (FPRA) between the offeror and the Government that are part of the proposal.

L.5.5 Section V – Subcontracting Plan. Subcontracting Plans are not required or applicable at the IDIQ contract level. Subcontracting plans will be applicable at the RDAP task/delivery order level, and each offeror shall provide, if applicable, a summary describing the teaming or subcontracting arrangement established for the RDAP task/delivery order RFP. The offeror shall identify each proposed team member by company name, CAGE Code and address. Also, Other Than Small Business offerors shall submit a Subcontracting Plan in accordance with FAR Clause 52.219-9 and DFARS Clause 252.219-7003 (for reference see FAR 19.704 and DFARS 219-704). An offeror may submit an approved Master Plan-if available. The Government's request for the correction or revision of a Subcontracting Plan does not constitute Negotiations or Discussions to include requests made after the Final Proposal Revision.

L.5.6 Section VI– Organizational Conflict of Interest Mitigation Plan. Organizational Conflict of Interest (OCI) Mitigation Plans are not required or applicable at the IDIQ contract level. OCI Mitigation Plans may be applicable at the RDAP task/delivery order level, and if so, each offeror shall include their mitigation plan in accordance with the clauses and provisions listed in the RDAP task/delivery order RFP. The Government’s request for the correction or revision of an OCI Plan does not constitute Negotiations or Discussions to include requests made after the Final Proposal Revision.

L.5.7 Section VII – System for Award Management (SAM): In accordance with FAR 4.1201, DFARS 204.1202, and 204.1103(2)(i), offerors shall self-certify in SAM and provide a PDF copy of their Entity Overview print-out. Offerors shall refer to the SAM website: www.sam.gov.

L.5.8 Section VIII-Teaming Agreements. Teaming Agreements are not required or encouraged at the IDIQ contract level. At the RDAP task/delivery order level the offeror shall provide a copy of all pages within signed teaming agreements with subcontractors. The agreement should outline the type of work, complexity and approximate percentage level of work assigned to the subcontractor. Also, it must identify the subcontractor’s socio-economic categories it qualifies for under NAICS code(s) 541511, 541512, 541711 and 541712; and the Subcontractor’s POC with an address, phone, email and CAGE for verification-if necessary.

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

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 multiple IDIQ contracts to the Offerors whose proposals represent 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.

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 the acceptable proposals, based upon the 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 acceptable 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 Technical/Management and Cost/Price 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 Government intends to make multiple awards of indefinite-delivery indefinite-quantity contracts to the Offeror(s) whose proposal(s) represents the Best Value to the Government by applying the Lowest Price Technically Acceptable (LPTA) source selection process described in FAR 15.101-2. For the purposes of this solicitation, LPTA is considered to be the proposal(s) that are rated technically acceptable with cost/price evaluated to be both reasonable and realistic. This process does not allow for a trade-off between cost and non-cost factors. The Government intends to evaluate proposals and make award without discussions. If the Government elects to enter discussions, they will follow FAR Part 15 procedures.

M.2.2 An Offeror's proposal must satisfy the Government's minimum requirements to be considered "Acceptable," as described in M.3.1.2. An "Unacceptable" rating under any factor will result in the entire proposal being determined "Unacceptable" and shall receive no consideration for contract award. A Cost/Price Evaluation will only be performed on those Offerors eligible for award. The Government will evaluate each Offeror's cost/price proposal for completeness, price reasonableness and cost realism. All Offeror's whose cost/price proposal have been determined to be both reasonable and realistic will be considered to be "Lowest (Evaluated) Price".

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 - TECHNICAL/MANAGEMENT

M.3.1.1 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 Offeror's proposal and to determine if the Offeror meets the following minimum requirements.

M.3.1.2 The Government will initially evaluate the Offeror's response to each Sub-Factor: Corporate Management, Technical and Production Approach, and Cost Management. An Offeror must satisfy all of the Government's minimum requirements within each Sub-Factor to receive an "Acceptable" rating for that Sub-Factor. Each of the three (3) Sub-Factors within the Technical/Management Factor will be rated as "Acceptable" or "Unacceptable" in accordance with the definitions below. An "Unacceptable" rating for any Sub-Factor will result in Factor I – Technical/Management being "Unacceptable" and will preclude an Offeror from contract award.

Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

M.3.1.3 Minimum Requirements. To receive an Acceptable rating for Factor I, an Offeror shall meet the following minimum requirements:

M.3.1.3.1 Corporate Management:

M.3.1.3.1.1 The Offeror describes a corporate management approach at the JE-RDAP IDIQ level that includes the following:

M.3.1.3.1.1.1 A description of its organizational structure.

M.3.1.3.1.1.2 Identification of key corporate management personnel. The Offeror includes the roles and responsibilities of key corporate management personnel.

M.3.1.3.1.1.3 Lines of authority.

M.3.1.3.1.1.4 Communication strategies.

M.3.1.3.1.2 Future Approach. The Offeror explains their corporate approach for managing, overseeing, and executing cost, schedule, and performance on future RDAP orders.

M.3.1.3.2 Technical and Production Approach: The Offeror demonstrates its core competency in one, but not both, of the following areas: Technical/Integration (M 3.1.3.2.1) or Manufacturing/Production (M 3.1.3.2.2). In addition, the Offeror demonstrates its ability to obtain the production, technical equipment, facilities, necessary organization, accounting, operational controls, and technical skills (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) for a non-core competency as defined above (Technical/Integration (M.3.1.3.2.1) or Manufacturing/Production (M.3.1.3.2.2)).

M.3.1.3.2.1 Technical/Integration Approach:

M.3.1.3.2.1.1 Previous Experience:

M.3.1.3.2.1.1.1 The Offeror describes its previous experience relative to the research, design and development of a CBRNE Defense system/capability -OR - a non-CBRNE hardware, software, or combined hardware/software intensive program.

M.3.1.3.2.1.1.2 The Offeror's previous experience demonstrates an understanding of the Defense Acquisition System processes, procedures, and/or activities. (The Government will use pages 16-30 of the DODI 5000.02 as a guide when assessing the Offeror's understanding of the Defense Acquisition System).

M.3.1.3.2.1.1.3 The Offeror's previous experience demonstrates an ability to integrate systems, capabilities, equipment, supplies or material into one system-of-systems, related to research, design and development activities.

M.3.1.3.2.1.2 Future Approach for RDAP Orders:

M.3.1.3.2.1.2.1 The Offeror describes a future methodology relative to the research, design, and development of a CBRNE Defense system/capability -OR- a non-CBRNE hardware, software, or combined hardware/software intensive program.

M.3.1.3.2.1.2.2 The Offeror's methodology demonstrates an understanding of the Defense Acquisition System processes, procedures, and/or activities for future RDAP orders. (The Government will use pages 16-30 of the DODI 5000.02, dated Jan 7, 2015 as a guide when assessing the Offeror's understanding of the Defense Acquisition System).

M.3.1.3.2.1.2.3 The Offeror describes through its future approach, the ability to integrate systems, capabilities, equipment, supplies or material into a system-of-systems related to research, design and development.

M.3.1.3.2.2 Manufacturing/Production Approach:

M.3.1.3.2.2.1 The Offeror describes its previous experience relative to the production and manufacture of a system, item of equipment, or material.

M.3.1.3.2.2.2 The Offeror's future approach demonstrates implementing a "scale up" [maturing Manufacturing Readiness Levels (MRL) from Level 6 to 10] capability that would result from research, design and development efforts, configuration management,

and quality controls. [The Government will use pages 12-14 of the DoD Manufacturing Readiness Level (MRL) Desk book, dated August 2015 as a guide when assessing the Offeror's scale-up capability].

M.3.1.3.2.3 Ability to Obtain Resources: The Offeror demonstrates the ability to obtain the necessary required resources to perform a task/delivery order for an area that is outside the Offeror's core competency as defined in Technical and Production Approach (M.3.1.3.2).

M.3.1.3.2.3.1 The Offeror's general plan for obtaining the necessary organization, experience, accounting and operational controls or the necessary production, technical equipment and facilities for the area not proposed as a core competency in Technical and Production Approach (M.3.1.3.2) (either Technical/Integration (M.3.1.3.2.1) or Manufacturing/Production Approach (M.3.1.3.2.2)).

M.3.1.3.3 Cost Management:

M.3.1.3.3.1 The Offeror's previous experience describes implementation of cost control methodologies (processes/procedures) applied to the research, development, acquisition, and/or production/procurement of hardware, software or combined hardware-software system.

M.3.1.3.3.2 The Offeror's future approach describes how it will produce cost savings and/or cost avoidance.

M.3.2 FACTOR II - COST/PRICE

M.3.2.1 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 1 spreadsheet.

M.3.2.1.1 The Government will evaluate for reasonableness and realism, the Offeror's cost/price information provided in the Microsoft Excel spreadsheet (Attachment 1) which details the fixed-price and cost-reimbursable rates for the key corporate management personnel identified in Section L.2.1.1.2

M.3.2.1.2 Fee at the RDAP task/delivery order level: 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. The Government may require Offerors proposed fee to be less than the maximum fees allowable in accordance with 15.404-4(c)(4)(i).

M.3.2.2 Cost/Price Evaluation: In evaluating offers, the Government will perform a cost analysis based on review of the proposed cost elements. The Government will evaluate the proposed labor rates, indirect rates and escalation on labor submitted by each Offeror. Although the Cost/Price Factor will be evaluated, it will not be rated. Proposed direct and indirect rates that make up the fully burdened rates shall not serve as ceiling rates as these positions may or may not be the positions that will be proposed on subsequent RDAP task/delivery orders.

M.3.2.2.1 The Government will evaluate each Offeror's cost proposal for completeness, reasonableness and cost realism 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 reasonable and realistic. Cost analysis will not be performed for a proposal deemed technically Unacceptable.

M.3.2.2.1.1 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.3.2.2.1.2 Reasonableness and Realism: Cost analysis using one or more methods listed under FAR 15.404-1 will be used to ensure that the awarded contracts will result in reasonable and realistic prices. The Government will perform a cost analysis based upon an evaluation of the proposed cost elements to determine fair and reasonableness and realism. Additionally, the Government may use information other than certified cost and pricing data submitted by the Offeror and other data available to the Government.

(End of Summary of Changes)