

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 94	
2. CONTRACT NO.		3. SOLICITATION NO. W911QY-17-R-0013	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 03 Feb 2017	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011 TEL: FAX:			CODE W911QY	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 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 Para L1.2) 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	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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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)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

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

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

Section A - Solicitation/Contract Form

THIS IS A DRAFT REQUEST FOR PROPOSAL (RFP) 2.0.

As part of this notice, the Government is providing a draft Request for Proposal (RFP) 2.0 for industry comment. The Government is seeking feedback from industry on all parts of this draft RFP 2.0.

Feedback in response to this draft RFP 2.0 shall be submitted by email using the subject line "Omnibus IV Draft RFP 2.0 Feedback". Each subject shall reference the specific RFP Section in question, for example, "Section H.4 states..." and all feedback shall be directed to Ms. Eileen Emond, eileen.emond.civ@mail.mil and Mr. Brandon Rivett, brandon.j.rivett.civ@mail.mil no later than 17:00 EST on 09 March 2017. The Government does not intend to provide individual responses to feedback received in response to the draft RFP 2.0.

This notice is being issued solely for information purposes only and it does not constitute a RFP, or a promise to issue a RFP in the future. This notice does not commit the Government to contract for any services.

A.1 U.S. Army Contracting Command - Aberdeen Proving Ground (ACC-APG), Natick Contracting Division (NCD), on behalf of Defense Health Agency (DHA), has a requirement to provide an infrastructure of personnel, materials, equipment, facilities, science, and technology that will sustain an acceptable level of medical research.

A.2 The Government anticipates this solicitation will result in the award of multiple Indefinite-Delivery-Indefinite-Quantity (IDIQ) contracts. The Government may elect to award a task order contract or multiple task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The Government intends to use Best Value-Trade Offs for the majority of Omnibus IV task orders but reserves the right to use Lowest Price, Technically Acceptable (LPTA) should circumstances prove advantageous to the Government. The Government anticipates a mix of cost-plus-fixed-fee (CPFF) and firm-fixed-price (FFP) task orders and Offerors interested in being eligible for CPFF task orders shall have an approved accounting system at the time of proposal submission. 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 Omnibus IV activities as required.

A.3 The "not to exceed" overall ceiling value of all Omnibus IV task orders to be issued under the Omnibus IV IDIQ contracts is \$999,000,000.00. The ordering period consists of one (1) five (5) year base ordering period and one (1) six (6) month optional ordering period in accordance with Federal Acquisition Regulation (FAR) 52.217-8, *Option to Extend Services*.

A.4 The North American Industry Classification System (NAICS) code is 541712, Research and Development in the Physical, Engineering, and Life Sciences (except biotechnology), and the size standard is 1,000 employees.

A.5 The Defense Health Agency (DHA) shall be the primary customer for the Omnibus IV IDIQ contracts, however, it is envisioned that additional federal organizations may utilize this contract vehicle with the Omnibus IV IDIQ Contracting Officer's approval.

A.6 Copies of the Exhibits and Attachments listed in this solicitation may be downloaded from the Federal Business Opportunities website [ww.fbo.gov](http://www.fbo.gov).

A.7 All questions should be directed to Ms. Eileen Emond, eileen.emond.civ@mail.mil and Mr. Brandon Rivett, brandon.j.rivett.civ@mail.mil no later than (to be filled in when RFP is released)

Section B - Supplies or Services and Prices

MAXIMUM CONTRACT VALUE = \$999,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Omnibus IV Labor for CPFF task orders CPFF Travel- All travel must be approved prior to travel occurring. Approval must be routed through the COR and be in writing. ODC's- All ODC's must be approved prior to purchase. Approval must be routed through the COR and be in writing. FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Omnibus IV Labor for FFP task orders FFP FOB: Destination	UNDEFINED	Job		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Omnibus IV Travel for FFP task orders FFP FOB: Destination	UNDEFINED	Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Omnibus IV ODCs for FFP task orders FFP FOB: Destination	UNDEFINED	Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Contractor Manpower Reporting FFP Please reference Section C for manpower reporting requirements. Contractors are required to report all manpower requirements, including subcontractors to the CMRA website. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Technical Data FFP The contractor shall provide technical data in accordance with the requirements, quantities, and schedules set forth at the task order level. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Omnibus IV Labor for CPFF task orders CPFF Travel- All travel must be approved prior to travel occurring. Approval must be routed through the COR and be in writing. ODC's- All ODC's must be approved prior to purchase. Approval must be routed through the COR and be in writing. FOB: Destination	UNDEFINED	Job		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Omnibus IV Labor for FFP task orders FFP FOB: Destination	UNDEFINED	Job		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Omnibus IV Travel for FFP task orders FFP FOB: Destination		Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Omnibus IV ODCs for FFP task orders FFP FOB: Destination		Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Contractor Manpower Reporting FFP Please reference Section C for manpower reporting requirements. Contractors are required to report all manpower requirements, including subcontractors to the CMRA website. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Technical Data FFP The contractor shall provide technical data in accordance with the requirements, quantities, and schedules set forth in the attached Contract Data Requirement List, DD Form 1432 Exhibit A. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the

maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT \$2,500.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$999,000,000.00
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CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0000		\$		\$
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
1001		\$		\$
1002		\$		\$
1003		\$		\$
1004		\$		\$
1005		\$		\$
1006		\$		\$

Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES**OMNIBUS 4 – MILITARY MEDICAL RESEARCH****C.1 TECHNICAL****C.1.1 SCOPE**

This comprehensive military medical requirement includes: (1) research and development; (2) regulatory processes (such as clinical trials and government approvals); and (3) translational science. Translational science in this context is defined as migrating science and enhanced technology (including equipment) into the military medical treatment facilities. This award provides for contracted outcomes in support of items (1) and (3) with the capability to perform in support of (2) if and when (conditionally) not scheduled for the Medical Product Research & Development (MPRD) contract by the US Army Medical Research Acquisition Activity (USAMRAA). Use of the MPRD contract is not mandatory in the context of the Omnibus Program but merely administratively convenient. Contracted outcomes for items (1) and (3) can be used to augment item (2) when item (2) is contracted on the MPRD contract. Such outcomes can be used to support Department of Defense (DoD) commands and Federal agencies such as the Veterans Administration (VA), the Center for Disease Control (CDC), Department of Health and Human Services (DHHS), and the U.S. Food and Drug Administration (FDA). An Ordering Guide is also available for other contracting commands, which provides procedures to place orders directly against this contract rather than processing requirements via the Army Contracting Command (ACC). When doing so, it is administratively critical to coordinate such actions with the Omnibus Program Office (OPO). The advantage of using this contracting vehicle over an assisted or unassisted GSA schedule buy is that (1) it already addresses the peculiar compliance regulations of military medical research; and (2) the requirement can be addressed within its own military medical research market sector (for example, there may be key industry participants needed in the prime contractor position that would not normally have a GSA schedule such as academia or key small businesses).

C.1.2 BACKGROUND

The Omnibus 4 contracting vehicle is established to enhance the related medical research and development programs of the Army, Navy, Marine Corps, Air Force, and Defense Advanced Research Projects Agency, including programs funded by the Center for Disease Control and other DoD/Federal/civilian programs. Historically, the Omnibus contracting vehicles over the last nine years (including Omnibus 1, 2 and 3) has been a productive vehicle (approximately \$1 billion in contracts) for discovery and integration of innovative medical knowledge and material solutions to continually enhance Force health readiness, resilience, and rehabilitation. An added value of Omnibus 4 is research and development migrating into the military medical treatment facilities via translational science. This is a strategic source buy as designated by the Office of the Assistant Secretary of the Army (Acquisition, Logistics & Technology). The Defense Health Agency (represented by the lead client agency Air Force Medical Service) has a broad-scope requirement for military medical research.

C.1.3 OBJECTIVE

The objective of this requirement is as follows: (1) perform research and development in the vertical market areas and horizontal processes listed below; (2) process research and development via regulatory regimens such as clinical trials or FDA approval; and (3) successfully translate findings in research and development into medical practice at the military medical treatment facilities and clinics and meaningful health outcomes (possibly including the civilian population or veterans inducted into the civilian population). Objective (3) can include purchase of equipment, particularly equipment that represents an advancement in what facilities currently have.

The vertical market areas, based on Joint Program Committees (JPCs), covered under this contracting vehicle include the following:

1. JPC-1 Medical simulation & information sciences – Includes developing and enhancing military planning tools for DoD and other governmental activities (such as the Joint Medical Planning Tool for operational

- risk assessment in support of medical planners that uses data from the Expeditionary Medical Knowledge Warehouse, the Medical Planners Tool Kit, and the Enterprise Estimating Supplies Program).
2. JPC-2 Infectious diseases – Includes medical readiness, vaccines, biotechnology, prophylaxis/treatment drugs, diagnostics/prognostics, vector control, medical C4ISR, HIV countermeasures (including the DoD HIV/AIDS Prevention Program), and OCONUS/FOREIGN field surveys (such as in Peru, Egypt, Cambodia, and Thailand).
 3. JPC-5 Operational medicine – Includes injury prevention and reduction, psychological health and resilience (such as posttraumatic stress disorder), physiological health, environmental health and protection, and diet supplements (such as Vitamin D studies).
 4. JPC-6 Combat casualty care – Includes damage control resuscitation, traumatic brain injury, combat trauma therapies, health monitoring & diagnostic technology, and combat dentistry.
 5. JPC-7 Radiation health effects – Includes directed energy biomedical research, women proximity to nuclear power plants, etc.
 6. JPC-8 Clinical & rehabilitative medicine – Includes neuromusculoskeletal rehabilitation (including craniofacial health and restoration), regenerative medicine and transplants, vision restoration, and pain management.
 7. Chemical biological defense – Includes medical chemical defense such as pretreatments, therapeutics, diagnostics, and basic research; and medical biological defense such as vaccines, therapeutics, diagnostics, and basic research.

The horizontal processes include the following:

1. Field research
2. Analytical methods
3. Adjuvant discovery, development, and delivery
4. Drug discovery
5. Product development
6. Formulation development and drug product manufacturing
7. Clinical trials
8. Clinical and translational science
9. FDA processing
10. Military medical facility liaison
11. Product/service introduction (including full scale development, pilot production, pre-production, and production)
12. Epidemiology

C.2 ADMINISTRATIVE

C.2.1 PLACE OF PERFORMANCE

The Government anticipates performance of this contracting vehicle worldwide with an emphasis in CONUS. The Government may require services in potentially hostile areas or in areas of disease outbreaks which will be specified at the task order level along with requirements when entering into the Area of Responsibility command. The contractor shall be responsible for the safety and security of its employees. Task orders may require contractor personnel to perform in close proximity to Government personnel. Onsite or offsite requirements will be specified at the task order level.

C.2.2 BUSINESS ASSOCIATE AGREEMENT DOCUMENT (BAAD)

All offeror's must sign a BAAD (attachment 0003 in section J), before a base contract award, representing compliance with 45 CFR parts 160 and 164, DoD Directive 6025.18, Privacy of Individually Identifiable Health Information in DoD Health Care Programs, DoD 6025.18-R, and the Health Insurance Portability and Accountability Act (HIPAA). It should be signed and included with the offeror's proposal.

C.2.3 TYPES OF REPORTS

Below provides some of the types of reports required. Which report required will be specified at the task order level. CDRLs will be established at the task order level. Many of the reports below are intended for translational science where technology and equipment is introduced into the military treatment facilities or laboratories.

Section	Deliverable Title	Due Date	Frequency and Remarks	Applicability
C.2.3.1	Project Management Plan (includes the Installation Plan and Timeline (with Integrated Master Schedule)	Draft – 15 days after basic contract award; Final – 30 days after basic contract award	Monthly updates on the 15 th , if the IMS changes	Task Order (As Required)
C.2.3.2	In-process Review Minutes and Slides.	Quarterly	Quarterly, on 15 th of the month	Task Order (As Required)
C.2.3.3	User Outreach Plan	90 days after task order award	Monthly updates on 15 th , if the OP changes	Task Order (As Required)
C.2.3.4	Usage Report	Start 30 days after task order award	Monthly, on 15 th	Task Order (As Required)
C.2.3.5	User Workload Migration Status Report	Start 30 days after task order award	Monthly, on 15 th	Task Order (As Required)
C.2.3.6	User List Maintenance	Start 30 days after task order award	Monthly, on 15 th	Task Order (As Required)
C.2.3.7	Technical Status Report	Start 30 days after task order award	Monthly, on 15 th	Task Order (As Required)
C.2.3.8	Travel Expense Report	Start 30 days after task order award	Monthly, on 15 th	Task Order (As Required)
C.2.3.9	Related Deliverables (such as manuals)	As required at the task order level	As required at the task order level	Task Order (As Required)

C.2.3.1 Project Management Plan Support. Project Management Plan includes the Installation Plan and Timeline Support. Timeline includes the Integrated Master Schedule.

The Contractor shall prepare a Project Management Plan, in accordance with task order CDRL describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for this effort. The Project Management Plan shall detail the products, methods for developing the products, allocation of staff and other resources necessary to produce the products and a revised timeline for producing the products, if necessary. The COR shall receive the revised Project Management Plan in electronic form, Microsoft Word (printer friendly). Based on the Project Management Plan, the COR will provide approval to move forward on activities planned. The Contractor shall request prior approval on all activities not included in the plan or any modifications to the plan after approval has been given.

C.2.3.1.1 Installation Plan and Timeline Support. The Contractor shall deliver an initial report detailing a plan for infrastructure installation, and any issues with implementation of their solution along with recommended mitigations. Included in this Plan is addressing what parts need to be compliant in order to achieve the Authority to Operate (ATO) milestone. A final version of the report shall be delivered. While developing the report, the Contractor will meet with and formally present any discovered risks to the Contracting Officer's Representative (COR) and immediately work with the COR to rapidly resolve any known risks to a successful physical implementation for the DoD facility. Having been informed of all identified issues, the COR may choose to accept some risks and proceed with the installation. Installation of at least one site shall be completed no later than prescribed by the task order after contract award and a second site or more no later than prescribed by the task order after contract award.

C.2.3.1.2 Integrated Master Schedule (IMS). The Contractor shall deliver an updated IMS for the installation, deployment, certification, authorization, operation, and maintenance of the technology.

This IMS shall include, at a minimum:

- (1) Tasks to support achievement of Initial Operational Capability (IOC), including hardware installation and/or licensing; and Certification and Accreditation (C&A) activities;
- (2) Tasks to support achievement of ATO at the first site, including an initial User system;
- (3) Tasks to support achievement of ATO at the second site or more;
- (4) Tasks to support achievement of Full Operational Capability (FOC); and
- (5) Operation, maintenance, and continuous monitoring

The Contractor shall provide a monthly update of the IMS through completion of the FOC, to the Government COR. Changes to the IMS must be approved by the Government COR and documented in a dated version of the IMS.

C.2.3.2 In-process Review. The Contractor shall conduct reviews, namely In-process Reviews (IPRs) will be conducted quarterly for the duration of the performance period in accordance with task order CDLR. Additional attendance is authorized as required by the COR and may include other project staff, other Government personnel, and related contract support personnel (including third-party contractor personnel). The IPR review shall address the status of technical and programmatic progress, and each review shall focus on achievements since the last review to include the following: conduct and success of risk management activities, unresolved issues, action items, status of fund execution, and any known problems. These shall be measured against objectives, goals, and a schedule developed as a result of the Project Management Plan of this task order PWS. These reviews shall take place at a Government facility at a time determined by the COR unless otherwise specified. The COR shall invite all non-Contractor participants as deemed necessary by the COR. Briefing slides and meeting minutes shall be documented by the Contractor and a copy provided to the COR. The meeting minutes shall accurately document all the action items and the substantive discussion points from the meeting. The Contractor shall track action items identified at the IPR and shall report status to the COR until the action item is closed. The IPR shall include:

- Schedule status of the project. Any deviations from the proposed IMS will be described.
- Descriptions of all contract task orders (TOs) and their status (active and closed), to include TO projected price, percent complete, labor expended, ODCs, travel, and dollars remaining.
- Status of all contract deliverables and report deliverables.
- Status of contract staffing requirements.

C.2.3.3 User Outreach Plan (OP) Support. The Contractor shall enhance the awareness of the technology offerings through support for outreach and DoD socialization. The Contractor shall deliver an associated communication and outreach plan for each task order in accordance with the task order CDRL. Outreach support will include development of informational materials about the technology for DoD Users, development of FAQs for the technology portal, and the gathering of educational materials for the use of the technology by DoD technical staff.

C.2.3.4 Usage Report. The Contractor shall, manage and monitor Users' access and usage of technology and the performance and delivery of technology. The Contractor shall report this information to the Government COR in accordance with the task order CDRL. This Report includes User Workload Migration Status and User List Maintenance.

C.2.3.5 User Workload Migration Status Support. The Contractor shall closely monitor and report on the status of User workload migrations, including (but not limited to) workloads in queue, workloads in migration, workloads migrated, and workloads expected to enter the queue; and report status and any issues to the Government COR in accordance with the task order CDRL. Observations on process improvement or methods to convey lessons learned in completed transitions will be included.

C.2.3.6 User List Maintenance Support. The Contractor shall maintain a list of prior and current Users, and User organizations, including point of contact (POC) information. The Contractor shall report this information to the Government COR in accordance with task order CDRL.

C.2.3.7 Technical Status Reports. The Contractor shall generate a technical status report that will be used to review and evaluate the overall progress along with any existing or potential problem areas. Contents is as follows:

- The Contractor shall include a brief task description; a narrative review of tasks accomplished during the reporting period and/or significant events, status of major and minor milestones and project/program deliverables in the monthly status report.

- The Contractor shall address problem areas encountered and remedial actions taken or recommendations for solutions. Potential problems should be addressed at the time of occurrence to the COR, and/or CO but should also be included in the monthly status report. Please provide network impacts, downtime, scheduled/unscheduled maintenance, etc.
- The monthly Technical Status Report shall include a summary of technical milestones and technology transfers. The report shall include the key technical milestone met or actions accomplished. Also include expected key technical milestones or actions in the next reporting period, any problem areas and other relative information impacting their attainment.
- Staffing issues that affect the successful completion of all requirements should be addressed.
- Recommendations and/or actions the Contractor expects to take to overcome any delays due to technical, regulatory or staffing issues.
- Provide description of anticipated activities for the next reporting period, such as description of any travel or unique services to be provided and other relative information as necessary.
- Provide a list of network issues or any other problems that affected performance

The Contractor shall prepare and submit monthly technical status reports and invoices concurrently to the primary/alternate CORs. The Contractor shall include the contract number and reporting period. Work performed and documented in the technical status report shall correlate with the amount invoiced. The Contractor shall report this information to the Government COR in accordance with the task order CDRL.

C. 2.3.8 Travel Expense Reports. The Contractor shall report this information to the Government COR in accordance with the task order CDRL. Travel may be required during the performance period of this contract at the request of the Government within the CONUS or OCONUS United States and the scope of the contract. Travel will support activities relating to daily operations supporting DoD enterprise-wide projects. Dates and destinations will be issued based on project requirements at the time required for execution. The Contractor shall coordinate travel requirements with the COR, no less than 14 days prior to the travel dates and receive Government authorization from the office they support for all requested travel. The Contractor shall be responsible for obtaining all passenger transportation, lodging, and subsistence at the best value for the Government and in accordance with FAR 31.205-46, Travel Costs. All travel expenses will be reimbursed on a cost reimbursable basis plus G&A; no fee for profit will be paid. Travel receipts for all expenses related to the travel shall be submitted to the COR with invoices (minus meal receipts if using per diem meal rates). Travel to and from work shall be considered a cost of doing business and shall not be reimbursable as a direct cost. A trip report will be included as part of the Travel Expense Report.

C. 2.3.9 Related Deliverables. The Contractor shall provide related deliverables necessary to assess, acquire, configure, install, interface, and integrate the appropriate hardware and software to satisfy desired system capabilities and functions. The Contractor shall integrate all solutions and interface with existing DoD systems. The solution shall include hardware, software, documentation, training, warranty and maintenance services. The Contractor shall report this information to the Government COR in accordance with the task order CDRL.

C.2.4 CONTRACTOR PROCURED EQUIPMENT/INFORMATION/PROPERTY (INCLUDING INTELLECTUAL PROPERTY)

FAR 45.4 applies.

C.2.5 DELIVERABLES

Deliverables shall be defined at the task order level.

C.2.5.1 SUSTAINMENT PLANNING AND SUPPORT

Lifecycle Management Support. Provide lifecycle management and technical/administrative support for production and reasonable availability of technology products to clients, including logistical support to arrange for global access of technology products. Global access is defined to mean that, if applicable, the product will be distributed worldwide and will be available for worldwide public health, to include access and special pricing consideration for

foreign countries who participated in pivotal clinical trials during product development, consistent with ethical requirements and Global Access Planning requirements of the Declaration of Helsinki 2000 (5th amendments) and Council for International Organizations of Medical Science.

Integrated Logistics Support. Provide Integrated Logistics Support planning for newly adopted or developed technology products preparing to enter the DoD inventory. This includes such functions as planning for cataloguing, training, and fielding. Provide packaging, handling, storage, and transportation support for this R&D effort.

C.2.5.2 MAINTENANCE DEVELOPMENT SUPPORT

Maintenance Development Support: Recommend support for assigned configuration management, maintenance, and modification/repair programs. In addition, recommend practical modifications based on the use, properties, and characteristics of technology systems intended to ensure compatibility with existing or systems or retrofit of legacy systems with a focus on reducing or eliminating future field maintenance, operating, or logistical problems, meeting the needs of the product development effort as defined by the task order COR or designee. Work includes, but is not limited to: planning, coordinating, monitoring, and performing, environmental and developmental testing and support operational and airworthiness certification testing; maintenance planning to include the identification of test, measurement, and diagnostic equipment (TMDE) to support the repair of military and commercial medical, manufacturing, and testing systems. This includes any reliability, availability and maintainability data.

C.2.5.3 CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mi/>

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. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>

Section D - Packaging and Marking

PACKING AND MARKING

To be identified in each individual Omnibus IV task order.

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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

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
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

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
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	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
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

G.1 CONTRACT ADMINISTRATION DATA

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Government and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. All contract administrative functions will be delegated to the cognizant Defense Contract Management Area (DCMA) in accordance with FAR 42.2.

c. The Procuring Contracting Officer and Contract Specialist for this contract is:

Name: Michael D'Alessandro
 Phone: (508) 233-6112
 E-mail address: michael.dalessandro6.civ@mail.mil
 Address: ACC-APG-Natick Contracting Division
 15 General Greene Ave
 Natick, MA 01760

The Contract Specialist for this contract is:

Name: Brandon Rivett
 Phone: (508) 233-6507
 E-mail address: brandon.j.rivett.civ@mail.mil
 Address: ACC-APG-Natick Contracting Division
 15 General Greene Ave
 Natick, MA 01760

c. The Contracting Officer's Representative (COR) for this contract is:

Name: To be designated
 Phone:
 E-mail address:
 Address:

Additional CORs may be assigned at the task order level.

G.2 SUBMISSION OF INVOICES

Contractor shall use Wide Area Workflow for submission of invoices in accordance with DFAR 252.232-7006. Invoices for FFP contracts shall be a "2 in 1 Invoice" if it is for services only or "Combo" if for supplies and services. Invoices for CPFF contracts shall be a cost voucher. 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 requiring activity 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 requiring activity, 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.

G.3 PATENT MATTERS POINT OF CONTACT

The Point of Contact regarding Patent Matters for this contract is:

Director, Office of Technology Transfer: TBD

G.4 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visits the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

G.5 NOTIFICATION OF REVISIONS OR CHANGES TO NAMES OR E-MAIL ADDRESSES

Notification of revisions or changes to names or e-mail addresses identified herein will be provided by official correspondence from the Contracting Officer or office of the Contracting Officer in lieu of a contract modification. This does not apply to any such revisions or changes in the event this contract includes a key personnel clause.

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).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(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	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

H.1 TASK ORDER ORDERING PROCEDURES

The Government will either issue a Performance Work Statement (PWS)/Statement of Work (SOW) describing specific work and data items required, or a Statement of Objectives (SOO) that describes the overall task order performance objectives.

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 Omnibus IV task 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.

Omnibus IV Task/delivery orders will be awarded in accordance with FAR 16.505(b) and FAR 52.216-19. The Government has no obligation to issue an Omnibus IV task order except for the minimum guarantee as referred to in FAR 52.216-22(b), "Indefinite Quantity"; the contract minimum quantity is an Omnibus IV task valued at \$2,500 to each Omnibus IV IDIQ contract awardee. The guaranteed minimum of this IDIQ contract shall be applicable to the five (5) year period of performance only. The guaranteed minimum is not applicable to the six (6) month optional ordering period.

In accordance with FAR 16.505(b), the Contracting Officer reserves the right to tailor procedures to each Omnibus IV task order and shall state the procedures in the Omnibus IV task order request for proposal (TORFP). Example task order evaluation areas are technical, cost/price, past performance, and small business participation (supplementary to the Omnibus IV base contract small business participation goals). The Government will provide each awardee a fair opportunity to be considered for each task order, unless an exception to the fair opportunity process is warranted. Competition at the task order level will establish fair and reasonable pricing for task orders placed under Omnibus IV for all contract types. For those relatively rare instances when competition does not exist, established key personnel ceiling rates will be available for the Contracting Officer to consider and use. The Contracting Officer has the flexibility to exceed these rates, but are cautioned only to do so when justified.

Only authorized ordering activities approved by ACC-APG-Natick Contracting Division may place orders against this contract.

The Government reserves the right to identify the Best Value (Tradeoff Process or LPTA) evaluation method at the Omnibus IV task order level.

Contractors may choose whether or not to submit a proposal in response to an Omnibus IV task order RFP at their discretion.

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 Omnibus IV task order RFP. In an Omnibus IV task 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 Omnibus IV task order RFP.

Omnibus IV base contract holders are highly encouraged to seek subcontracting opportunities with existing Omnibus IV base contract holders prior to subcontracting with non-Omnibus IV base contract holders.

Under the authority of FAR 52.217-9, the Government may reserve the right to utilize option periods at the task order level. In the instance options are considered, it will be clearly identified in each task order request for proposal. Additionally, all option pricing will be evaluated at the time of task order award in accordance with FAR 52.217-4. Optional CLINs will be incorporated into each task order as appropriate at

the time of award. In accordance with 52.216-22, option periods shall not exceed 60 months beyond the last ordering period.

H.2 SMALL BUSINESS SET-ASIDES FOR TASK ORDERS

The Government intends to set aside Omnibus IV task orders for small businesses following the procedures of FAR 19.5 and in accordance with FAR 16.505(b)(2)(i)(F). All other Omnibus IV task orders, unless an exception to Fair Opportunity applies, will be solicited among all base contract holders. In the event a task order is restricted to small businesses, the RFP for the task order shall indicate the restriction. Only contractors eligible to compete as a small business may submit a proposal in response to the task order RFP.

The following North American Industry Classification System (NAICS Code) Size Standard applies to this solicitation and resultant contract - 541712 – Research and Development in the Physical, Engineering, And Life Sciences (except biotechnology) - 1000 employees

H.3 CONTRACT TYPES

Task orders may be issued using the following contract types: Firm Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF)

(1) Firm Fixed Price task orders may be issued when the scope of effort is sufficiently defined to allow technical and cost risks to be predicted with reasonable certainty. Under this contract type, the Contractor shall be required to submit a firm fixed price proposal for accomplishing the total effort inclusive of all labor, material and travel costs, as appropriate. The contractor shall be required to deliver the specified product within the specified time and FFP amount.

(2) Cost Plus Fixed Fee task orders may be issued when it is not possible to precisely define the magnitude of the effort required to accomplish the stated effort. The estimated cost for a CPFF task order shall be based on the contractor's actual labor rates and material costs, with the applicable overhead, G&A, and fixed fee. The task order amount will be expressed as a total Cost Plus Fixed Fee. The determination regarding which type of task order to be awarded shall be at the discretion of the Contracting Officer.

H.4 BID AND PROPOSAL COSTS

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

H.5 IDIQ CONTRACT TASK/DELIVERY ORDER OMBUDSMAN

The following individual has been named the IDIQ contract Omnibus IV task 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 Omnibus IV task order Ombudsman shall be responsible for reviewing complaints from contractors on IDIQ contracts.

H.6 CONTRACTOR'S KEY PERSONNEL

Key Personnel is designated as a Program Manager, which will be instrumental to the success of future task orders. The Contractor shall submit a resume and a signed letter of interest for the Program Manager with the Technical proposal in accordance with Section L of this solicitation. The qualifications for education and desired experience are listed in the Labor Category Description, which is in Section J as Attachment 0002. Post award the Program Manager may be a full-time employee, a part-time employee, or a 1099 consultant (but not a subcontractor).

Key Personnel List

NAME

POSITION

Program Manager

H.7 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS

a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with the Federal Travel Regulation, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter FTR); the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

- 1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract, that it is authorized in advance by the COR in writing, with G&A, but shall not include OH and Profit/fees.
- 2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

- 3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.
 - 4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.
- d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon written approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.
- e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.
- f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office, unless approved by the Contracting Officer at the task order level. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments of per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation (e.g., signed travel expense reports) for per diem expenses as evidence of actual payment.
- g) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

H.8 OPEN SEASON ON-RAMPING

The objective of an on-ramp is to maintain competitive sources for Omnibus IV task orders and/or to obtain access to additional capabilities. During an open season, Offerors who are not already an IDIQ contract holder may be eligible to obtain an IDIQ contract under the Omnibus IV 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. The Government will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to the Omnibus IV IDIQ contract at any time, subject to the following conditions:

The Government may conduct an on-ramp to the Omnibus IV multiple award IDIQ vehicle in accordance with the following:

- a) Notice of an on-ramp solicitation and the on-ramp procedures will be publicized on the FedBizOpps website;
- b) The basis for an IDIQ award under the solicitation will be the same as the original solicitation;
- c) The terms and conditions of any IDIQ contracts resulting from the solicitation will be the same as the original existing IDIQ contracts under the Omnibus IV multiple award IDIQ vehicle;
- d) The ordering period of any new IDIQ contracts resulting from the solicitation will be consistent with the ordering period of the existing IDIQ contracts under the Omnibus IV multiple award IDIQ vehicle;
- e) If awarded an IDIQ contract resulting from the solicitation, any new contractors will be eligible to submit a proposal in response to a task order Omnibus IV RFP with the same rights and obligations as any other contractor on the Omnibus IV multiple award IDIQ vehicle; and
- f) The award of any new IDIQ contracts will not increase the existing overall ceiling amount of the Omnibus IV multiple award IDIQ vehicle.

Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor.

H.9 OFF-RAMPING

The Government reserves the unilateral right to Off-Ramp non-performing Contractors. Off-ramping methods may result from one of the following conditions:

1. Permitting the Contractor's Omnibus IV Contract term to expire instead of exercising the optional ordering period.
2. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
3. Termination as defined in FAR Part 49
4. Failing to meet the contract standards of performance, deliverables, or compliances
5. The Government and contractor agreeing to reduce administrative burden and costs
6. Contractors who have had contractor-induced cost overruns, have any Unsatisfactory performance ratings in CPARS for the Omnibus IV contract or task orders, or have not met small business participation commitments within 5% of the overall goals.

H.10 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

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.

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

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 TASK/DELIVERY ORDER ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Contractors shall not place themselves in a position of having an OCI by accepting an Omnibus IV task order under this requirement. Conversely, contractors shall not accept Omnibus IV task 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

The term "Organizational Conflict of Interest" is defined in FAR Subpart 2.101(b); see also FAR Subpart 9.502(c).

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.

The Contractor is subject to the following restrictions:

The Contracting Officer (Contracting Officer) 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.

The Contractor has a duty to provide objective performance pursuant to the contract and any future TOs 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 TOs or give the Contractor an unfair competitive advantage in receiving the basic contract award or any future TO awards. An actual or potential organizational conflict of interest can result in the Contractor being found ineligible for contract award or for future TOs.

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.

The Contracting Officer may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan. The Contracting Officer'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 TO award level.

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.

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.

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 Contracting Officer upon request.

The Government may terminate the TO 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 Contracting Officer, the Government may terminate for default the TO and/or contract in accordance with the contract and pursue such other remedies as may be permitted by law or by this contract.

The Contractor represents that it has disclosed to the Contracting Officer, 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 organizational conflict of interest or potential conflict of interest after contract award and during the life of the contract, its technical, business, financial, and other interests which could give rise to an actual or potential organizational conflict of interest in connection with the performance of this contract. If the Contractor discovers any facts relevant to an organizational conflict of interest, or potential conflict of interest, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer. The Contractor agrees to insert this provision in every subcontract issued in performance of this contract.

H.12 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:

- 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

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:

- 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

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 Omnibus IV task order level.

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 an Omnibus IV task 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.

Hazardous Materials

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

Non-Surety Material and Programs

Omnibus IV task orders issued on the IDIQ contract may require the Contractor to work with chemical and/or biological materials.

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

For the biological program, the Contractor shall comply with the individual Omnibus IV task/deliver order, CFRs, DoD Directives, Army Regulations, and local policies governing these programs.

Omnibus IV task 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.

Surety Material and Programs

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

For the chemical surety program, the Contractor shall comply with the requirements of the individual Omnibus IV task 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).

For the biological surety program, the Contractor shall comply with the requirements of the Omnibus IV task order, CFRs, DoD Directives, Army Regulations, and local policies governing these programs.

Omnibus IV task 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.

Use of Non-Traditional Agents

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

Research, Development, Test and Evaluation (RDTE) Dilute Solutions

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

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.16 SECURITY

For an Omnibus IV task 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.

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 Omnibus IV task 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 Omnibus IV task orders differs from that performed under the prior year's Omnibus IV task order.

If the Contractor believes the Omnibus IV task order effort is strictly for fundamental research, the Contractor shall request a waiver from this requirement from the Contracting Officer.

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

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.

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.17 GOVERNMENT FURNISHED PROPERTY (GFP)

GFP may be provided to the Contractor by the Government to facilitate performance of the individual Omnibus IV task orders under the Omnibus IV IDIQ contract. Should such circumstances arise, GFP will be addressed in individual Omnibus IV task orders.

H.18 GOVERNMENT SITE CLOSURES

All or part of a Government site may be closed in response to an unforeseen emergency. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.

Contractor personnel shall be officially dismissed upon notification of a Government site closure.

Contractor personnel shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

Regarding Government site closure notifications, contractors shall follow instructions for non-essential personnel provided by local radio, television, official websites, and/or official Government site hotlines. Contractors may not receive any other form of notification of a Government site closure from the Government. If a decision to close all or part of a Government site is made during the duty day and the decision is transmitted through official notification channels, contractors shall follow the instructions provided.

Regarding the requirements of a task order under this contract, the Government shall retain the following options:

- a. The Government may grant an extension for any task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
- b. The Government may forego work. Contractors shall not receive payment for any work not performed.
- c. The Government may reschedule the work on any day that is mutually satisfactory.
- d. The Government may, at its discretion, permit the contractor personnel to perform at an off-site location during the period of the Government site closure, if meaningful work can be accomplished. The contractor shall certify to the Government in writing within five (5) business days of returning to the Government site the nature and scope of the work completed off-site. If applicable, the contractor shall be permitted to bill the Government at the labor rates identified in the task order.

H.19 OCONUS COSTS

For task orders issued that require performance in OCONUS locations, costs related to OCONUS performance including, but not limited to, Cost of Living, Hardship, Living Quarters, Education, Danger Pay, and Foreign Per Diem, shall be proposed and billed in accordance with Department of State guidelines.

H.20 OTHER CONSIDERATIONS

Additional CLINs may be added to task orders if necessary to meet the requirements of the task order. For example, CLINs may be added for ancillary data requirements.

H.21 INHERENTLY GOVERNMENT FUNCTIONS

As a matter of policy, an "inherently governmental function" is a function that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion in applying Government authority or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: (1) the act of governing, i.e., the discretionary exercise of Government authority, and (2) monetary transactions and entitlements. Contractor personnel shall not perform inherently governmental functions.

H.22 PERSONAL SERVICES

Personal services are characterized by the employer-employee relationship created between the Government and the contractor's personnel. Obtaining personal services by contract rather than by direct hire circumvents the law unless Congress has specifically authorized acquisition of the services by contract. Agencies shall not award personal service contracts unless specifically authorized by statute, 5 U.S.C. 3109. Contractors shall not perform personal services. An exception to the prohibition of personal services is health services allowed for by FAR Subpart 37.4 (see following two sections below).

H.23 RESEARCH INVOLVING HEALTH CARE RELATED CONTRACTING (& PERSONAL SERVICES)

Contract medical and dental services (such as those provided by clinicians) may be personal or non-personal in nature. In a Personal Services Contract, the contract health care workers appear to be Government employees and may have Government personnel exercise direct supervision and control over them such that an employer/employee relationship exist. Clinical positions are eligible for PSCs. In a Non-Personal Services (NPS) contract there is no employer/employee relationship. Clinical or administrative tasks are eligible only for NPS contracts. FAR Part 37.4 applies to both types of contracts, the difference

being that the Federal Tort Claims Act applies to PSCs and indemnification and medical liability insurance applies to NPS contracts.

Section I - Contract Clauses

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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
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
52.211-5	Material Requirements	AUG 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	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2016-O0009)	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011

52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
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
52.232-22	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
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	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 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
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
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6 Alt II	Termination (Cost Reimbursement) (May 2004) - Alternate II	SEP 1996
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
52.253-1	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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.211-7003	Item Unique Identification and Valuation	MAR 2016
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
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts)--Basic (Deviation 2016-O0009)	AUG 2016
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
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7021 Alt II	Trade Agreements--Alternate II	DEC 2016
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (DEC 2016)	DEC 2016
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.235-7000	Indemnification Under 10 U. S. C. 2354 Fixed Price	DEC 1991
252.235-7001	Indemnification Under U. S. C. 2354--Cost Reimbursement	DEC 1991
252.235-7002	Animal Welfare	DEC 2011
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
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	SEP 2016

252.247-7023 Transportation of Supplies by Sea

APR 2014

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52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not ``impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

- (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- (3) Inform covered employees of their obligation--
- (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--
- (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--
- (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall--
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

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52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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 **\$2,500.00**, 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 **\$999,000,000.00**;

(2) Any order for a combination of items in excess of **\$999,000,000.00**; or

(3) A series of orders from the same ordering office within **365** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **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 **54 months beyond the last ordering period**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **1 day prior to the end of the base ordering period**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **1 day prior to the end of the base ordering period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

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

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

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

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

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

(3) For long-term contracts--

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

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541712- assigned to contract number (to be assigned later).

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **TBD (at the task order level)** or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.
(MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this 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)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond ____ . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond ____ , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the

Contracting Officer.

(End of clause)

52.232-20 LIMITATION OF COST (APR 1984)

- (a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--
- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- (h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of

costs incurred by each.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(TBD at the task order level)

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(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/vffara.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 [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#) (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)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(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 **the date of contract award through five (5) years for the base ordering period. If the optional ordering period is exercised, then additional orders may be issued from the day after the base ordering period expires through six (6) months.**

(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)

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) —ALTERNATE I (DEVIATION 2016-00009) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the Contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. The Contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEVIATION 2016-00009) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. “Summary Subcontract Report (SSR) Coordinator,” as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 (“Agency to which the report is being submitted”) by selecting “Department of Defense (DoD) (9700)” from the top of the second dropdown menu. The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

(End of clause)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 0001	Cost Price Proposal Template		
Attachment 0002	Labor Category Descriptions		
Attachment 0003	Business Associate Agreement Document (BAAD)		

NOTE: Please refer to table below for level of applicability listing for potential Omnibus IV task order attachments.

Document Type	Description	Applicability Level
Attachment	Cost/Price Proposal Template	IDIQ & Task Order Level
Attachment	Labor Category Descriptions	IDIQ & Task Order Level
Attachment	Small Business Participation Plan	Task Order Level (As Required)
Attachment	DoD Contract Security Classification (DD254	Task Order Level (As Required)
Attachment	Organizational Conflict of Interest Mitigation Plan	Task Order Level (As Required)
Attachment	Government Furnished Property (GFP); or Government Furnished Equipment (GFE); or Government Furnished Information (GFI)	Task Order Level (As Required)
Attachment	Quality Assurance Surveillance Plan (QASP)	Task Order Level (As Required)
Exhibit	Contract Data Requirements List	Task Order Level (As Required)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it (___) is a women-owned business concern.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--
REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712, Research and Development in the Physical, Engineering, and Life Sciences (except biotechnology).

(2) The small business size standard is 1000 employees.

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It (___) is, (___) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- ___ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----- -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Definition.

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

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

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

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(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)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L.1 GENERAL INSTRUCTIONS

Each Offeror (operating as a distinct operating entity) shall submit no more than one (1) proposal via email to the Contract Specialists Eileen Emond, eileen.emond.civ@mail.mil and Brandon Rivett, brandon.j.rivett.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 subject line of the email submission shall include the phrase "Omnibus IV 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. Emond, 508-233-6136, or Mr. Rivett, 508-233-6507, to confirm their proposal has been received.

All questions shall be submitted in writing via email to, eileen.emond.civ@mail.mil and brandon.j.rivett.civ@mail.mil no later than 4:00 PM Eastern Standard Time on (to be populated when RFP release date is confirmed). 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. The Government does not anticipate extending the closing date for receipt of proposals.

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.

Proposal submissions to the Omnibus IV IDIQ contract shall address all evaluation factors set forth in the Evaluation Factors section of this solicitation.

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 unsatisfactory. The Government further considers mere reiteration of the requirement to also be inadequate and unsatisfactory.

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.

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

The Offeror's proposal shall be valid for no less than 365 calendar days from the proposal due date.

Proposals shall not contain any classified information.

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.

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

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.

Offerors shall not submit any assumptions, terms, conditions, caveats, or exceptions with proposals. All concerns shall be addressed by submitting questions by the date specified in this solicitation. If an Offeror includes any assumptions, terms, conditions, caveats, or exceptions with proposals, the proposal may not be considered for award. The only exception to this requirement is as follows: If an Offeror certifies for an exemption to the requirement for a disclosure statement in accordance with FAR 52.230-1 (Section K of this solicitation), the Offeror shall state so in the Cost/Price Volume.

L.2 STRUCTURE

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

Proposal File Format:

Offerors shall submit a written response to the solicitation in only Microsoft Word, PDF, or Microsoft Excel format. 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/Excel files shall be set to allow the Government to select, cut, paste, and print text and graphics without the need for a password.

L.3 PROPOSAL CONTENT.

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. The Offeror shall not provide cost/price information outside of the Cost/Price Volume. 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. Proprietary information shall be clearly marked.

Proposal Volumes: Proposals shall consist of the following sections, as set forth in the table below.

Volume	Title	Page	Format	Submission
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		Limitations		
	Cover Letter	3	MS Word or PDF	Email
I	Technical	20	MS Word or PDF	Email
II	Past Performance	15	MS Word or PDF	Email
III	Cost/Price	No Page Limit	MS Excel	Email
IV	Small Business Participation	No Page Limit	Ms Word or PDF	Email

L.3.1 COVER LETTER

Offerors shall submit a cover letter on company letterhead. The cover letter shall not exceed three (3) pages. The following information shall be included in the cover letter:

- a) The point of contact for the proposal, including the individual's name, company position/title, phone number, and e-mail address
- b) A statement that the Offeror is proposing as either a small business or a large business
- c) An affirmative statement that the identified point of contact has the authority to enter into an agreement on behalf of the Offerors company
- d) An affirmative statement of agreement to all terms, conditions, and provisions of this solicitation and that the proposal does not include any assumptions, terms, conditions, caveats, or exceptions.
- e) An affirmative statement that the Offeror is not aware of any OCI with itself, subcontractors, partners or any other Offeror as it applies to this solicitation for the Omnibus IV base contract awards, or an affirmative statement that any OCI that the Offeror is aware of for any Offeror as it applies to this solicitation has been disclosed to the Contracting Officer and the date it was disclosed, including if disclosed with proposal submission
- f) An affirmative statement that the entire proposal will remain valid for a minimum of 365 days from the date specified in Block 9 of the SF 33 and completion of Block 12 of the SF 33 (Offeror shall insert "365")
- g) The Offerors Commercial and Government Entity (CAGE) code, DUNS number, and cognizant DCAA and DCMA offices
- h) Information in accordance with FAR 52.215-1(e)(1)
- i) Information for SF 33 Block 15C, if applicable

Offerors shall attach to the cover letter any submissions required in accordance with Section K of this solicitation. Submission requirements for Section K are not included in the page limit for the cover letter.

Offerors shall attach to the cover letter signed copies of all SF 33 and SF 30 forms. SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter.

L.4 FACTORS TO BE EVALUATED

L.4.1 VOLUME I - TECHNICAL

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

Corporate Management

The Offeror shall detail its corporate management approach at the Omnibus IV IDIQ level, to include the following:

- i. A description of its organizational structure.

- ii. Identification of vital corporate personnel. The Offeror shall also identify the roles and responsibilities of vital corporate personnel.
- iii. Communication strategies.
- iv. The Offeror shall provide its corporate approach for managing, overseeing, and executing cost, schedule, and performance on future Omnibus IV orders.
- v. The Offeror shall demonstrate a thorough understanding of medical research as described in Statement of Objectives in Section C. The Offeror shall provide as much detail as needed to adequately illustrate the Offerors ability to perform this type of work.
- vi. The Offeror shall provide a resume and a signed letter of interest of the key personnel, as outlined in Section H. The resume should, at a minimum, discuss the person's education/certifications and work experience. Post award, the Program Manager may be a full-time employee, a part-time employee, or a 1099 consultant (but not a subcontractor.)
Resume and letter of interest are not included in the page count for the technical volume.

Cost Management

The Offeror shall describe its previous experience (completed, not completed, or ongoing projects) implementing cost control methodologies (processes/procedures).

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

Corporate Experience

Offerors shall submit four (4) examples of Government or Commercial contracts or task orders to demonstrate corporate experience performing the types of services required in the Omnibus IV statement of objectives (SOO) (Section C of this solicitation) for military or commercial medical research services. Offerors shall submit Volume I using the same four (4) examples submitted for Volume 2 of this solicitation. Offerors shall not propose a base IDIQ contract or a Blanket Purchase Agreement (BPA) as an example, however, Offerors may propose individual orders as examples. One (1) contract, one (1) order, OR multiple orders under the same IDIQ contract or BPA for identical requirements, constitutes one (1) example.

Each example shall not exceed three (3) pages and shall include the following information:

- a. Contract number (if applicable), order number (if applicable), CAGE code, DUNS number, and North American Industry Classification System (NAICS) code
- b. Government requiring activity/customer agency/commercial customer
- c. Final (actual) or projected final (if ongoing) start and end dates of the period of performance, including option periods
- d. Percentage of effort, based on the total cost of the work in the proposed example, performed by the Offeror itself as prime contractor or subcontractor at the time of the Omnibus IV proposal submission
- e. Description of the technical requirements and explanation of how they are the types of services required in the Omnibus IV SOO for medical research services
- f. Description of the specific tasks or activities performed by the Offeror itself under the contract and explanation of how they are the types of services required in the Omnibus IV SOO for medical research services.

Each of the four (4) examples included in the corporate experience section of Volume I shall meet all of the following minimum requirements:

- a. Contract or order period of performance, including option periods, shall be, at a minimum, 6 months.
- b. Any portion of contract or order performance occurred within three (3) years of the date of this solicitation
- c. Percentage of effort, based on the total cost of the work required in the proposed contract or order, performed by the Offeror as prime contractor or subcontractor is not less than 30%
- d. The requirements of the contract or order are the types of services required in the Omnibus IV SOO for medical research services
- e. The specific tasks or activities performed by the Offeror are the types of services required in the Omnibus IV SOO for medical research services

NOTE: Offerors are NOT required to demonstrate experience in all areas of the Omnibus IV statement of objectives. Experience shall be demonstrated in at least one area of the Omnibus IV statement of objectives.

Predecessor companies. If the proposed corporate experience was performed by a predecessor company, provide the information for the contract of the predecessor company, document the history of the evolution from the predecessor company, and provide explanation for why the corporate experience information of the predecessor company should be attributed to the Offeror, not to exceed one (1) page. Any corporate experience of a company that in the future might, but has not yet, become part of the Offeror's company, including but not limited to any pending novation agreements, mergers, and acquisitions, will NOT be considered. Any corporate experience of a predecessor company or division divested away from the Offeror also will NOT be considered. Submission requirements in accordance with this paragraph are not included in the page limitations for the Technical Volume.

Offeror shall NOT propose corporate experience examples of subcontractors or teammates. If an Offeror proposes corporate experience examples of subcontractors or teammates, the Offeror shall be ineligible for award. If an Offeror proposes an example under a different CAGE from the Offeror, the Offeror shall describe the relationship within the legal entity of the Offeror and include an affirmative statement that the example was performed by the same legal entity as the Offeror and is not the experience of a subcontractor or teammate.

Joint ventures. If an Offeror proposes as a legal joint venture, the CAGE provided shall be specifically for the joint venture submitting the proposal as the Offeror. If an Offeror proposes using the CAGE for only one of the companies participating in the joint venture, that company shall be considered the one and only Offeror, and the experience of partners, teammates, or subcontractors shall not be submitted. If an Offeror proposes as a legal joint venture, experience examples from individual partners may be submitted; the Offeror shall note the relationship of the partner to the joint venture.

Offeror shall sanitize information relative to classified contracts or orders.

L.4.2 VOLUME II - PAST PERFORMANCE

Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Offeror.

Offerors shall submit four (4) recent and relevant past performance examples. Offerors shall submit Volume 2 using the same four (4) examples submitted for Volume 1 of this solicitation. One (1) contract, one (1) order, OR multiple orders under the same IDIQ contract or BPA for identical requirements, constitutes one (1) example.

Each example shall not exceed three (3) pages and shall include the following:

- a. Contract number (if applicable), order number (if applicable), CAGE code, DUNS number, and North American Industry Classification System (NAICS) code
- b. Government contracting activity, Contracting Officer name, telephone number, and email address
- c. Government Contracting Officer Representative (COR) and/or technical representative, telephone number, and email address
- d. Government contract administration activity (if applicable), Administrative Contracting Officer (ACO) name, telephone number, and email address
- e. If Offeror performed as a subcontractor, prime contractor company name, point of contact name, telephone number, and email address in lieu of or in addition to the contact information required in (b), (c), and (d) above
- f. Contract type
- g. Awarded price/cost
- h. Final (actual) or projected final (if ongoing) price/cost
- i. Final (actual) or projected final (if ongoing) start and end dates of the period of performance
- j. Percentage of effort, based on the total cost of the work required in the referenced contract or order, performed by the Offeror itself as prime contractor or subcontractor at the time of the Omnibus IV proposal submission
- k. Description of the specific tasks or activities performed by the Offeror itself under the contract
- l. Narrative: Offerors shall provide a narrative for each past performance example. The narrative shall describe the contract listed, the contract objectives achieved by the Offeror, and how the contract is relevant to the requirements of this solicitation.
- m. Self-assessment: Offerors shall provide a self-assessment for each past performance example. The self-assessment shall address performance, including if the contractor met the schedule and technical requirements within the original estimated cost. If the original cost, schedule, or technical requirements of the contract were not met, the Offeror shall provide a brief explanation of the reason(s) the original requirements were not met and any corrective actions taken by the contractor. The Offeror shall identify each time the schedule (period of performance) or cost ceiling was revised and provide an explanation of why each revision was necessary.

Offerors shall submit copies of any and all of the following received on any contracts or orders within the past three (3) years, including those not proposed in response to this solicitation. There is no page limit for the required copies.

- a. Termination for default (including the settlement agreement)
- b. Notice of default (including the settlement agreement)
- c. No-cost settlement (including the settlement agreement)
- d. Show cause notice
- e. Cure notice
- f. Suspension or Debarment
- g. Any security inspection or assessment ratings or reports indicating security programs or facilities are less than satisfactory, and/or any suspensions or revocations of a facility security clearance
- h. Notifications received for violations of FAR 32.006

Offerors shall include a narrative explaining each event above, including any corrective actions taken, not to exceed one (1) page per event. These explanations are not included in the page limitations for Volume II. If none of the above were received within the past three (3) years, the Offeror shall state so in the proposal.

Offerors shall state if they have no recent or relevant past performance.

Joint ventures. If an Offeror proposes as a legal joint venture, the CAGE provided shall be specifically for the joint venture submitting the proposal as the Offeror. If an Offeror proposes using the CAGE for only one of the companies participating in the joint venture, that company shall be considered the one and only Offeror, and the past performance of partners, teammates, or subcontractors shall not be submitted. If an Offeror proposes as a legal joint venture, past performance examples from individual partners may be submitted; the Offeror shall note the relationship of the partner to the joint venture.

Predecessor companies. If the proposed past performance was performed by a predecessor company, provide the information for the recent and relevant contract of the predecessor company, document the history of the evolution from the predecessor company, and provide explanation for why the past performance information of the predecessor company should be attributed to the Offeror, not to exceed one (1) page. Any past performance of a company that in the future might, but has not yet, become part of the Offeror's company, including but not limited to any pending novation agreements, mergers, and acquisitions, will NOT be considered. Any past performance of a predecessor company or division divested away from the Offeror also will NOT be considered. Submission requirements in accordance with this paragraph are not included in the page limitations.

Offeror shall NOT propose past performance examples of subcontractors or teammates. If an Offeror proposes past performance examples of subcontractors or teammates, the Offeror shall be ineligible for award. If an Offeror proposes a past performance example under a different CAGE from the Offeror, the Offeror shall describe the relationship within the legal entity of the Offeror and include an affirmative statement that the example was performed by the same legal entity as the Offeror and is not the past performance of a subcontractor or teammate.

Offeror shall sanitize information relative to classified contracts or orders.

L.4.3 VOLUME II - COST/PRICE

For Cost/Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Section J, Attachment 0001, entitled, "COST PRICE PROPOSAL TEMPLATE".

The Offeror shall propose a cost-plus-fixed-fee and a firm-fixed-price ceiling rate (Government site and Contractor site) for the Key Personnel identified in Section H by completing all columns of the Cost Price Proposal Template, which is Attachment 0001 in Section J. Offerors shall only provide the ceiling rates for Year 1 of the contract with a Start Date of October 1, 2017. Rates for Years 2 through 6 (the six (6) month optional ordering period ceiling rates are included in year 6) will automatically be calculated for each labor category by an escalation factor embedded in the spreadsheet. Offerors shall not change the escalation factor in the spreadsheet unless they have Government approved rates for future years. This escalation factor is determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on the average annual BLS ECI for the previous three years from the date the Omnibus IV solicitation is issued. The current BLS ECI 3 year average is 2.13%.

In accordance with FAR 16.104, contractors shall identify if they have an adequate accounting system at the time of their Omnibus IV proposal submission. The Offeror shall provide the company's cognizant DCAA and DCMA offices, if applicable. Offerors are ineligible for awards with CPFF CLINs unless the Offeror has an adequate accounting system, otherwise, only FFP CLINs can be awarded. Each offeror must provide with proposal submissions, the most current Forward Pricing Rate Agreements (FPRAs) or Forward Pricing Rate Recommendations (FPRRs) for direct and/or indirect rates that have been signed by DCMA. If not applicable, then the offeror must provide the past three year indirect rate actuals. Market Research will be conducted on direct labor rates if no agreed upon or recommended rates provided.

Competition at the task order level will establish fair and reasonable pricing for task orders placed under Omnibus IV for all contract types. For those relatively rare instances when competition does not exist, established key personnel ceiling rates will be available for the Contracting Officer to consider and use. The Contracting Officer has the flexibility to exceed these rates, but are cautioned only to do so when justified.

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

L.4.4 VOLUME IV- SMALL BUSINESS PARTICIPATION

All Offerors are required to submit a Small Business Participation Plan in accordance with DFARS 215.304 that includes the following:

- a. Small Business Participation Plan Template:

i. Total Contract Value: \$

ii. Dollar Value and Percentage of Total Contract Value of Subcontracts Planned For:

	Dollar Value	Percentage of Total Contract Value
Prime Contractor Participation	\$	
Large	\$	
Total Small	\$	
Small Non-Disadvantaged	\$	
Small Disadvantaged	\$	
Small Woman Owned	\$	
Small HUB Zone	\$	
Small Veteran Owned	\$	
Small Service Disabled	\$	
Veteran Owned	\$	

Each socio-economic area above shall be accompanied by detailed supporting documentation regarding individual commitments.

NOTE: All percentages should use the TOTAL CONTRACT VALUE as a baseline.

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

Name of Company	Type of Service/ Supply:
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Large:

Small Non-Disadvantaged:

Small Disadvantaged:

Small Woman Owned:

Small HUB Zone:

Small Veteran Owned:

Small Service Disabled Veteran Owned:

iv. Prior Performance Information: Provide any information substantiating the Offeror's track record of utilizing small business on past contracts. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided.

v. Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19, as subcontractors.

b. Small Business Subcontracting Plan:

This requirement is only applicable to large businesses. This is a separate requirement from the small business participation plan, which is required from all Offerors. Large business concerns shall submit a subcontracting plan in accordance with FAR 52.219-9 and DFARS 252.219-7003 (for reference, see FAR 19.704 and DFARS 219.704). The subcontracting plans shall meet the scoring plans as specified in AFARS Appendix DD.

CLAUSES INCORPORATED BY REFERENCE

52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an

exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

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

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under 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. Michael D'Alessandro
Contracting Officer
ACC-APG, Natick Contracting Division
100 Medway Road, Suite 305
Milford, MA 01757
Telephone: 508-233-6112
Email: michael.dalessandro6.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/vffara.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 of any [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#) (48 CFR Chapter [Chapter 2](#)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARDM.1 BASIS FOR AWARD

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 (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. If the Government elects to enter discussions, they will follow FAR Part 15 procedures and 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, 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.

An Offeror's proposal must satisfy the Government's minimum requirements to be considered "Acceptable". An "Unacceptable" rating under any section 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".**

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 cost factors.

The Government reserves the right to cancel this solicitation at any time without being responsible for bid and proposal costs.

M.2 EVALUATION METHODOLOGY

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

M.2.1 FACTOR I - TECHNICAL

Technical Evaluation: In conducting the Technical 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.

The Government will initially evaluate the Offeror's response to each Technical section: Corporate Management, Cost Management, and Corporate Experience. An Offeror must satisfy all of the Government's minimum requirements within each section to receive an "Acceptable" rating for that section. Each of the three (3) sections within the Technical Factor will be rated as "Acceptable" or "Unacceptable" in accordance with the definitions below. An "Unacceptable" rating for any section will result in Factor I – Technical 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
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Minimum Requirements. To receive an Acceptable rating for Factor I, an Offeror shall meet the following minimum requirements:

Corporate Management:

The Offeror corporate management demonstrates knowledge, understanding, and the capability to successfully perform the type of tasks outlined in the Statement of Objectives in Section C. Also, the Offeror's corporate management approach includes the following:

- i. A description of its organizational structure.
- ii. Identification of vital corporate personnel. The Offeror shall also identify the roles and responsibilities of vital corporate personnel.
- iii. Communication strategies.
- iv. The Offeror shall provide its corporate approach for managing, overseeing, and executing cost, schedule, and performance on future Omnibus IV orders.
- v. The Offeror shall demonstrate a thorough understanding of medical research as described in Statement of Objectives in Section C. The Offeror shall provide as much detail as needed to adequately illustrate the Offerors ability to perform this type of work.
- vi. The Offeror shall provide a resume and a signed letter of interest of key personnel, as outlined in Section H. The resumes should, at a minimum, discuss the Program Manager's education/certifications and work experience. Post award, the Program Manager may be a full-time employee, a part-time employee, or a 1099 consultant (but not a subcontractor)

Cost Management:

The Offeror's previous experience describes implementation of cost control methodologies (processes/procedures) that will benefit the Government in the future.

The Offeror's future approach describes how it will produce cost savings and/or cost avoidance on future Omnibus IV task orders.

Corporate Experience

The Offerors submitted four (4) examples of Government or Commercial contracts or task orders to demonstrate corporate experience performing the types of services required in the Omnibus IV statement of objectives (SOO) (Section C of this solicitation) for military or commercial medical research services.

Each example include the following information:

- a. Contract number, order number if applicable, CAGE code, DUNS number, and North American Industry Classification System (NAICS) code
- b. Government requiring activity/customer agency/commercial customer
- c. Final (actual) or projected final (if ongoing) start and end dates of the period of performance, including option periods
- d. Percentage of effort, based on the total cost of the work in the proposed example, performed by the Offeror itself as prime contractor or subcontractor at the time of the Omnibus IV proposal submission
- e. Description of the technical requirements and explanation of how they are the types of services required in the Omnibus IV SOO for medical research services

- f. Description of the specific tasks or activities performed by the Offeror itself under the contract and explanation of how they are the types of services required in the Omnibus IV SOO for medical research services.

Each example meets all of the following minimum requirements:

- a. Contract or order period of performance, including option periods, shall be, at a minimum, 6 months
- b. Any portion of contract or order performance occurred within three (3) years of the date of this solicitation
- c. Percentage of effort, based on the total cost of the work required in the proposed contract or order, performed by the Offeror as prime contractor or subcontractor is not less than 30%
- d. The requirements of the contract or order are the types of services required in the Omnibus IV SOO for medical research services
- e. The specific tasks or activities performed by the Offeror are the types of services required in the Omnibus IV SOO for medical research services

M.2.2 FACTOR II – PAST PERFORMANCE

In accordance with (IAW) FAR 15.305(2)(iv) without a record of relevant past performance or for whom past performance is not available; the Offeror may not be evaluated favorably or unfavorably.

First, the Government will evaluate proposed past performance to determine how relevant a recent effort accomplished by the Offeror is to the Omnibus IV effort. The Government shall consider an example to be recent if any portion of the actual period of performance of the example occurred within three (3) years of the date of this solicitation. The Government shall only consider an example to be somewhat relevant, relevant, or very relevant if the contract is for the types of services required in the Omnibus IV SOO for medical research services, as set forth in Section C of this solicitation.

The Government will assign a relevancy rating in accordance with the definitions below:

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.

Second, the Government will evaluate the proposed past performance to determine how well the contractor performed on the contracts. The Government will assign a performance confidence rating in accordance with the definitions below:

Substantial Confidence - Based on the Offerors recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence - Based on the Offerors recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Limited Confidence - Based on the Offerors recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

No Confidence - Based on the Offerors recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Unknown Confidence (Neutral) - No recent/relevant performance record is available or the Offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.2.3 FACTOR III - COST/PRICE

The Government will evaluate the proposed rates submitted by each Offeror in the Microsoft Excel spreadsheet (Attachment 0001) which details the fixed-price and cost-reimbursable ceiling rates for the Key Personnel identified in Section H. Although the Cost/Price Factor will be evaluated, it will not be rated. Proposed pricing will only serve as ceiling rates for CPFF or Firm-Fixed-Price (FFP) task orders placed on a sole source basis or when adequate price competition is not anticipated, therefore, the proposed ceiling rates do not apply to CPFF or FFP task orders when adequate price competition is anticipated.

The Government will evaluate each Offeror's cost proposal for completeness, price 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/Price analysis will not be performed for a proposal deemed technically Unacceptable.

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.

Reasonableness and Realism: Cost/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 reasonable and realistic prices. Price reasonableness is a matter of the competitiveness of the Offeror's proposal. The Government will perform a cost analysis based upon an evaluation of the proposed cost elements. The Government will perform a price analysis based upon an evaluation of the proposed price. The Government may use various price analysis techniques to ensure a reasonable and realistic price. Additionally, the Government may use information other than certified cost and pricing data submitted by the Offeror and other data available to the Government.

M.2.4 FACTOR IV - SMALL BUSINESS PARTICIPATION

M.2.4.1 The Small Business Participation Plan will be evaluated by the Contracting Officer for the Offeror's ability to demonstrate adequate utilization of small and minority-owned business concerns, including the extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, and WOSBs, identifying specific components to be produced and/or services to be provided by them and the extent of participation of such Small Business Concerns in terms of the value of the total amount of dollars, including the Prime's participation. If participation is limited for any socio-economic area, the Government will evaluate the Offeror's rationale as to why subcontracting opportunities do not exist (price inhibitive, no known socio-economic sources, etc.). The Government will evaluate the Offeror's completed Small Business Participation Plan and demonstrated extent of small business participation, including participation as the prime contractor.

For the Small Business Participation Plan to receive an Acceptable rating, the Offeror must demonstrate adequate utilization of small and minority-owned business concerns, including the extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, and WOSBs, identifying specific components to be produced and services to be provided by them and the extent of participation of such Small Business Concerns in terms of the value of the total amount of dollars, including the Prime's participation. If participation is limited for

any socio-economic area, it must be detailed and clearly supported as to why subcontracting opportunities do not exist (price inhibitive, no known socio-economic sources, etc.).

M.2.4.2 Small Business Subcontracting Plan. This requirement is only applicable to large businesses. This is a separate requirement from the small business participation plan, which is required to be provided by all Offerors. The Government will evaluate the small business subcontracting plan in accordance with AFARS Appendix DD. The negotiation of a subcontracting plan shall not be considered as re-opening of negotiations that have been closed by a final proposal revision.

The Small Business Subcontracting Goals are as follows:

- Small Business (SB): 25%
- Small Disadvantaged Business (SDB): 5%
- Service-Disabled Veteran-Owned Small Business (SDVOSB): 3%
- Women-owned Small Business (WOSB): 5%
- Historically Underutilized Business Zones (HUBZone): 3%

For the Small Business Participation Plan to receive an Unacceptable rating, the Offeror does not demonstrate adequate utilization of small and minority-owned business concerns, including the extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, and WOSBs, does not identify specific components to be produced by them and the extent of participation of such Small Business Concerns in terms of the value of the total amount of dollars, including the Prime's participation. If participation is limited for any socioeconomic area, it is not detailed and clearly supported as to why subcontracting opportunities do not exist. Offeror does not adequately complete the Small Business Participation Plan Template contained in Section L. Proposal does not demonstrate an adequate extent of small business participation, including participation as the Prime Contractor.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990