

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   122				
2. CONTRACT NO.		3. SOLICITATION NO. W911QY-10-R-0027		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05 Nov 2010		6. REQUISITION/PURCHASE NO. HOLDPROMNIBUS3			
7. ISSUED BY NATICK CONTRACTING DIVISION ATTN: CCRD-NA BUILDING 1, KANSAS STREET NATICK MA 01760-5011 CODE W911QY				8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>2</u> 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 L.1.2) until <u>10:00 AM</u> local time <u>13 Dec 2010</u> (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 LINDSEY CROCKETT			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS lindsey.crockett@us.army.mil			
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<b>OFFER (Must be fully completed by offeror)</b>											
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	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)							
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
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 requirement (Omnibus III) consists of providing resources in support of the Navy Medicine: to provide an infrastructure of personnel, materials, equipment, facilities, science, and technology that will sustain an acceptable level of medical research. The Government reserves the right to make multiple awards in each lot. Offerors are encouraged to team or joint venture. The cumulative total of all task orders awarded to all awardees will not exceed \$497,000,000 over the life of the contract. There will be two lots, a Full and Open and a partial Small Business set-aside. IAW FAR, awards will be made in Full and Open Lot. NAICS Code 541712, Research and Development in the Physical, Engineering, and Life Sciences (except biotechnology), applies with a small business size standard of 500 employees. Offerors qualifying as a small business concern under this size standard are eligible to bid work set aside for small businesses at the task order level. Performance of this requirement may include access or exposure to private information subject to compliance to FAR Subpart 52.224-1 and 52.224-2. Performance of this requirement does include strict prohibition of dissemination of information / publishing that is subject to compliance with client requirements and data that is subject to data right restrictions by the client. Any violation of such may result in administration of penalties. The expectation is that one or more Cost-Plus-Fixed-Fee type contracts will be awarded and therefore offerors interested in receiving such must have an approved accounting system and/or approved provisional burden rates by a government audit agency such as DCAA or NIH prior to an award. Firm-Fixed-Price type contracts may also be available and such recipients need not have an approved accounting system, but are still subject to restrictions/guidelines associated with defective pricing.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Omnibus III Labor for CPFF task orders CPFF CPFF Labor for the Base period of three years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Omnibus III Travel for CPFF task orders COST Travel for the Base period of three years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Omnibus III ODCs for CPFF task orders COST Other Direct Costs for the Base period of three years. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Omnibus III Labor for FFP task orders FFP FFP Labor for the Base period of three years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Omnibus III Travel for FFP task orders FFP Travel for the Base period of three years. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Omnibus III ODCs for FFP task orders FFP Other Direct Costs for the Base period of three years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Contractor Manpower Reporting FFP Please reference Section C.9.5 for manpower reporting requirements. Contractors are required to report all manpower requirements, including subcontractors to the CMRA website. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Omnibus III Labor for CPFF task orders CPFF CPFF Labor for the Option period of two years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Omnibus III Travel for CPFF task orders COST Travel for the Option period of two years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Omnibus III ODCs for CPFF task orders COST Other Direct Costs for the Option period of two years. FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Omnibus III Labor for FFP task orders FFP FFP Labor for the Option period of two years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Omnibus III Travel for FFP task orders FFP Travel for the Option 1 period of two years. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Omnibus III ODCs for FFP task orders FFP Other Direct Costs for the Option period of two years. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Contractor Manpower Reporting FFP Please reference Section C.9.5 for manpower reporting requirements. Contractors are required to report all manpower requirements, including subcontractors to the CMRA website. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Omnibus III Labor for CPFF task orders CPFF CPFF Labor for the six-month optional extension. FOB: Destination PURCHASE REQUEST NUMBER: HOLDPROMNIBUS3				

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Omnibus III Travel for CPFF task orders COST Travel for the six-month optional extension. FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Omnibus III ODCs for CPFF task orders COST Other Direct Costs for the six-month optional extension. FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Omnibus III Labor for FFP task orders FFP FFP Labor for the six-month optional extension. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Omnibus III Travel for FFP task orders FFP Travel for the six-month optional extension. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Omnibus III ODCs for FFP task orders FFP Other Direct Costs for the six-month optional extension. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Contractor Manpower Reporting FFP Please reference Section C.9.5 for manpower reporting requirements. Contractors are required to report all manpower requirements, including subcontractors to the CMRA website. FOB: Destination				

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## Section C - Descriptions and Specifications

### STATEMENT OF OBJECTIVES

#### Statement of Objectives (SOO)

#### **Navy Exploratory Medicine (Omnibus III)**

##### C.1 INTRODUCTION

This is a Multi-Award Task-Order (MATO), Indefinite Delivery / Indefinite Quantity (ID/IQ), type contract vehicle with both Firm-Fixed-Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) type Contract Line Item Numbers (CLINs). Offerors not having a Government-approved accounting system or approved indirect rates (which may be representative of small businesses) are still eligible to bid under FFP CLINs. The contract shall have a base period of three years with an option period of two years (and an optional extension period of six months if required), accommodating both severable and non-severable tasks. Funding shall allow for multiple budget-activity types such as Program 6 and 8 (O&M). The cumulative total of all task orders awarded to all awardees will not exceed \$497,000,000 over the life of the contract. Tasks shall include both Research & Development and services with other direct costs and travel, and will be initiated via a task-order level RFP Statement of Objectives (SOO) for which the contract holder will respond with a Performance Work Statement (PWS). Some tasks may require security clearance up to and including SECRET. Competition shall be unrestricted at the contract level, but task orders will be initially reserved for small business competition. If Small Businesses are unable to fulfill the requirement, the task order will be competed in the Full and Open Lot (Reference H.26 and H.33 in this RFP). Applicable NAICS code is 541712, Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology), with a small business size standard of 500 employees. University representation as prime contractors or subcontractors is also of interest. Contract clauses shall include health care workers, human use, animal use, and DNA molecules.

##### C.2 BACKGROUND

This requirement is to put in place personnel and process infrastructure that will facilitate Navy Medicine's mission to conduct Research & Development (R&D) across its enterprise, including commands that the Navy reports to or supports (e.g., OASD-Health Affairs, JTF CapMed, etc.). In addition to providing personnel, materials, equipment, and facilities (non-construction (bonded), non-Government spaces), this requirement addresses process infrastructure (such as basic university research, vaccine development, clinical trials, or FDA IND application processing).

Navy Medicine provides high quality, economical health care to beneficiaries in wartime and in peacetime. Highly trained Navy Medicine personnel deploy with Sailors and Marines worldwide – providing critical mission support aboard ship, in the air, and on the battlefield. At the same time, Navy Medicine's military and civilian health care professionals are providing care for uniformed services' family members and retirees at military treatment facilities around the globe.

##### C.3 AREAS OF SUPPORT

The intent of this contract is award individual task orders in support to Navy Medicine in the conduct of biomedical, epidemiological and clinical research efforts. When submitting a proposal, Offeror's need only successfully propose in one area in order to receive an award for all areas.

1. Medical, Simulation & Mission Support – Conduct analyses and develop models to provide medical decision support to operational commanders, medical logisticians, and field medical personnel as they seek to determine the resources required to support combat and peacetime deployments.

2. Warfighter Performance – Conduct research related to the measurement, maintenance, restoration, enhancement and modeling of human performance in military operational environments.
3. Behavioral Sciences & Epidemiology – Conduct research and development in the areas of musculoskeletal injury epidemiology, predictive profiles, and interventions in recruit and active-duty populations; HIV/STD epidemiology, prevention, sub typing and viral resistance, and diagnostics; health promotion and alcohol misuse education and prevention; and pregnancy/STD education and prevention.
4. Deployment Health Research – Conduct epidemiological studies to investigate the longitudinal health experience of previously deployed military personnel, and the development and evaluation of appropriate health surveillance strategies; includes studies of symptoms, hospitalizations, reproductive outcomes, mortality, and other health outcomes among DOD beneficiary populations, both military and civilian.
5. DOD HIV/AIDS Prevention– Reduce the incidence of HIV/AIDS among uniformed personnel in select African nations and beyond.
6. Submarine Medical Research – Protect the health and enhance the performance of our Warfighters through focused submarine, diving, and surface research solutions.
  - a. Diving and Environmental Simulation:
    - i Optimize the performance and safety of Navy divers; increase mission effectiveness by reducing workplace hazard and providing underwater noise-protection tools; and on-going direct Fleet support regarding guidelines for operational limits due to underwater noise.
    - ii Submarine Medicine and Survival: Conduct basic and applied research on biomedical aspects of submarine and diving environments; optimize the health and job performance of our undersea Warfighters; and reduce attrition due to conditions, both psychological and physical, which may cause a submariner to be unfit for submarine service.
  - b. Human Performance:
    - i Identify the early stages of noise-induced damage to the human ear.
    - ii Optimize the quality of information presented to Navy Operators (e.g. fire control and submarine sonar consoles; and increase mission effectiveness by decreasing operator workload and improving the human-machine interface.
7. Naval Aerospace Medical Research – Conduct research and development in aviation medicine and allied sciences to enhance the health, safety, and readiness of Navy and Marine Corps personnel; and emphasize research into spatial orientation, human performance, aero medical standard, and aviation medicine. Facilities may include acoustical, visual, vestibule cognitive, psychopharmacological, and thermal-stress laboratories, operational mobile field laboratories and man-rated acceleration-research devices.
8. Environmental Health Effects– Support Fleet operational readiness, protect the Warfighter, and provide the Department of the Navy, the Bureau of Medicine and Surgery, and other customers with timely solutions to current and anticipated operational problems through an integrated approach to innovative human effects toxicological research.
  - a. Pulmonary Health Effects: Whole body and nose-only inhalation systems research; exposure of study subjects to a vapor/aerosol atmosphere in Wahmann 690 liter exposure chambers; intranasal

and intra-tracheal instillation; and examination of a variety of endpoints, the effects on not only the airway but also the immune system and major organ systems predicted in exposed military personnel.

- b. *Environmental and Molecular Health Effects:* This research can be divided into two main areas. One are is primarily involved in the evaluation of exposure to a variety of materials of interest to military personnel at the molecular (DNA, RNA, protein) level. The second area is involved in the development of improved methodology to assess the impact of operations on the overall health of the environment as it relates to the health of personnel exposed to a potentially contaminated area, as well as to activities occurring in the environment after it is vacated by the military. In addition, a focus of research is the development of biological sensors to protect personnel against a wide range of threats of both chemical and biological nature.
  - c. *Neuro Health Effects:* Conduct research in neurotoxicology and neurotrauma in response to military needs utilizing various capabilities to address Warfighter exposure to compounds and stressor of military interest such as electrophysiology, neurobehavioral testing, biochemical and molecular analysis and microscopy.
  - d. *Reproductive Health Effects:* Conduct multi-generational studies to assess the development, reproductive, and teratogenic effects of various compounds of military interest. All prenatal and postnatal studies shall follow internationally recognized testing guidelines and include systemic, growth and neurobehavioral endpoints.
  - e. *Risk Assessments:* Improve the health protection of all military personnel by deriving appropriate occupational exposure limits for chemicals of military interest using quantitative risk assessment methods. The scientific validity of the derived standards is reviewed by the National Research Council and Committee on Toxicology.
9. *Directed Energy Bioeffects* – Conduct directed-energy biomedical-effects research with the goal of understanding and managing the risks associated with human exposure to radio frequency, microwave, optical (i.e. laser) , and low-frequency injected current direct-energy sources. Research products support programs that protect the health and safety of Navy and Marine Corps personnel in training and combat operating environments.
  10. *Etiological Research* – Conduct etiological research, which includes studies of emerging infectious enteric and pulmonary diseases and validation of methods for surveillance of such diseases; basic and applied research to support an understanding of the etiologic agents underlying such disease; development and testing of vaccines and therapeutics to address treatment of such diseases; and epidemiological investigations following outbreaks.
  11. *Human Research Protection and Institutional Review Board Services* – Conduct services in support of the Human Research Protection Program (HRPP) and Institutional Review Board (IRB). Based on the Federal Common Rule established under Title 45 CFR Part 46, research institutions and sponsoring agencies follow policies set forth under their respective HRPP. The guiding body of the HRPP is the IRB, a supervisory panel formed in order to provide ongoing monitoring and periodical review of scientific, ethical, and regulatory compliance in Human Subject Research projects. IRBs are governed by Title 45 CFR Part 46 (Department of Health and Human Services – “Protection of Human Subjects”) and Title 21 CFR Part 56 (Food and Drug Administration – “Institutional Review Boards”)’ additionally, Title 21 CFR Part 312 (FDA – “Investigational New Drug (IND) Application”) outlines the protocol for IND research and clinical trial of new drugs and treatments for human use.
  12. *Clinical Investigation Program (CIP) Support* – Place contractor personnel at DoD Service medical/dental facilities such as Naval Medical Center San Diego or National Navy Medical Center (aka Walter Reed National Military Medical Center at Bethesda) or Naval Medical Center Portsmouth.

This requirement is in consonance with directives DoDINST 6000.08 and BUMEDINST 6000.12 as it pertains to the Clinical Investigation Program (CIP) and other research activities supporting Graduate Medical Education (GME), Graduate Dental Education (GDE), and Graduate Professional Education (GPE). These contractor personnel shall have medically related expertise and may include medical doctors (MDs) and nurses. All personnel will be conducting research and development related tasks. Some will be conducting patient care. Personnel conducting patient care will be considered health care workers. Federal Tort Claims Act or contractor provided indemnification and medical liability insurance will apply when applicable.

#### C.4 REQUIREMENTS WITHIN EACH SUPPORT AREA (WHERE APPLICABLE)

1. Conducting epidemiological investigations of development-related health issues and shall manage birth and health registries to develop interventions to understand and attenuate the incidence of illnesses/injuries and to test the efficacy of any developed interventions.
2. Conducting prospective studies involving large cohorts, which will require follow-up of many participants via emails and internet based surveys at regular intervals over several decades. This may also include large prospective studies of health and health related concerns.
3. Conducting Research and Development in areas of casualty care management, performance testing and occupational exposures including medical information system development, design of field medical technologies, modeling and simulation for medical resource allocation purposes, and investigation of physiological and cognitive changes in personnel exposed to operational stressors or physical agents found in military environments.
4. Conducting clinical trials to address important deployment-related health concerns, which may include effects of immunizations and other exposures on health and physical functioning. These studies should include research concerning safety and effectiveness of drugs, vaccines other therapies and new ways of using existing treatments.
5. Conducting Studies of emerging infectious diseases and developing methods of surveillance for such diseases to include development of surveillance methods and investigations of factors known to influence emerging diseases such as microbial adaptation and change, human demographics and, specific technologies and industries, international travel, and the breakdown of public health measures.
6. Conduct research and development in the areas of human disease identification, treatment and prevention. Human diseases to be considered for this study include cancer (breast, colon, prostate, lung, etc...), coronary heart disease, infectious diseases, diseases particular to the reproductive system and diseases associated with aging.
7. Investigating telecommunication procedures for this use in providing worldwide ready access to medical consultation and general information on human diseases issues to include research, development, and statistical data analyses in identifying requirements confronting delivery of healthcare and medical education to remote and medically underserved areas.
8. Developing technical reports, peer-review journal articles and conference presentations as well as any clerical needs required for the aforementioned projects.

#### C.5 SERVICE SUPPORT FUNCTIONS (WHERE APPLICABLE)

1. Provide basic and applied research competence in Combat Casualty Care, Infectious Diseases, Bone Marrow Transplantation, Biological Defense Research, Diving and Hyperbaric Medicine, Immune Cell

- Biology, Environmental Medicine and Human Factors directly related to military requirements and operational needs.
2. Maintain a program of Basic Biomedical Research in areas of military importance to develop knowledge in anticipation of future requirements.
  3. Provide a scientific potential for the application of new biomedical knowledge to operational concerns and requirements.
  4. Provide a source of scientific advisors and consultants readily available to the operational forces. Provide biomedical research capabilities to support field laboratories, naval hospitals, naval activities and other agencies upon request, in solving problems beyond its capabilities.
  5. Serve as an effective instrument of US Foreign Policy by initiating and continuing programs which promote positive relations between command and foreign nationals and which assist naval personnel and its family members to work effectively, live with dignity and satisfaction and function as representatives of the US Navy and Ambassadors of the United States while abroad.
  6. Provide or undertake other appropriate functions as authorized or directed by higher authority.
  7. Manage Operational Medical research, development, tests and evaluation programs for Navy Commands.
  8. Promote, protect and maintain health of USN and USMC personnel and beneficiaries through biomedical research and support the medical readiness of the armed services and provide oversight for the following laboratories.

#### C.6 PROCESS INFRASTRUCTURE

In addition to R&D support and services in support of R&D, Navy Medicine has a requirement to address the conventional process for maturation of research into the treatment facility via protocols, clinical trials, and FDA related applications such as those available via a Contract Research Organization. Recent trends show an increasing need to move research results more quickly to clinical settings. Clinical research is a vital component of progress toward improving America's health. Although clinical research helps assure that new treatments are safe and effective, it is a lengthy and sometimes inefficient process. The current system of clinical research must be re-engineered if it is to respond to these changing scientific and health care needs. Meeting these demands will require new and more efficient approaches to discovery and clinical validation of research results. The initiatives within this theme for Medical Research aim to contribute to accelerating and strengthening clinical research by adopting a systematic process infrastructure that will better serve the evolving field of scientific discovery.

Specifically, the initiatives of this theme area include Clinical Research Networks, Clinical Outcomes Assessment, Clinical Research Training, Clinical Research Policy and Analysis Coordination, and Translational Research.

1. Clinical Research Networks -Because of the vast number of diagnostic measures, preventive therapies, and treatments that must be evaluated through clinical trials, intervention- and disease-specific clinical research networks have evolved and operate simultaneously, but independently, of each other. As a result, researchers must sometimes duplicate data that already exist because they are either unaware of, or do not have access to, the data. As a result, valuable opportunities to evaluate coexisting health conditions in large groups of patients are lost in the process. Initiatives have been to capture best practices of existing clinical research networks and to test the feasibility of integrating and expanding clinical research networks. This effort is exploring how to enhance and expand existing networks and its interoperability through funding pilot studies. In addition, standardizing data reporting would enable seamless data- and sample-sharing across studies. Ultimately, the goal is to have a common informatics platform that can offer economies of scale and allow complex research programs to benefit from a

- common infrastructure. A subset of this area is the movement of large computer files, from one remote location to another, including military forward areas as well as between medical treatment facilities, and how this movement can be performed more efficiently.
- a. *Clinical Research Network Inventory*: The overall goal of this effort is to determine best practices in clinical research networks by conducting an inventory of existing networks. This project is examining organizational and management structures of existing networks and will evaluate the types and volume of studies being conducted. Other parameters to be analyzed include network performance, informatics infrastructure, and training procedures.
  - b. *Integrating Clinical Research Networks*: This initiative will test the feasibility of integrating and expanding existing clinical research networks. A particular focus is on assessing the capacity for interoperability among networks. This will broaden the kinds of research questions that can be addressed and will enhance the efficiency of conducting clinical research. The long-range goals are to develop networks that are based on common infrastructure elements, such as informatics, governance, common language, and training activities, that conduct research in both academic and clinical care settings. Successful models can be used by other networks and for dissemination to the clinical research community.
2. *Clinical Outcomes Assessment* - Currently, assessment of chronic disease outcomes relies heavily on subjective reports of symptoms and health-related quality of life items. Important targets for disease treatment include patients' subjective experiences, which cannot be measured with laboratory tests and x-rays. Despite a proliferation of tools to measure such factors, these instruments do not allow comparisons among clinical studies.
  3. This initiative supports researchers who will develop and implement a publicly available system of a large item bank. As members of a network, scientists funded through this initiative are developing a computerized system to measure patient-reported outcomes more efficiently in study participants with a wide range of chronic diseases and demographic characteristics. This effort will lead to more sensitive and efficient testing of major chronic disease symptoms and functioning, such as pain, fatigue, and quality of life. Ultimately, such a system will also be useful in clinical practice to assess patients' treatment responses and to inform them of therapy modifications.
  4. *Clinical Research Training* - One of the most important factors determining the health and vitality of the clinical research enterprise is the scientific workforce. This effort is finding ways to expand and diversify the clinical research workforce by optimizing training and career development programs for the many necessary players required to conduct successful clinical investigations. These players include physicians, dentists, nurses, dieticians, epidemiologists, biostatisticians, and informatics specialists. Tomorrow's clinician must be trained to work in the interdisciplinary, team-oriented environments that characterize today's emerging research efforts. The clinical research workforce must be sufficiently large to catalyze the translation of research discoveries to patient care at the community level.
    - a. *Multidisciplinary Clinical Research Career Development*: This initiative will train health professionals from a variety of disciplines or specialties in the knowledge and skills required for the discipline of clinical research. The programs will foster the career development of doctoral-level health professionals to become the next generation of clinical researchers who will conduct clinical research in multidisciplinary, collaborative settings. These individuals, who will be trained in team research settings, will be expected to become leaders in various fields of clinical research that are critical to the mission.
    - b. *Clinical Research Associates*: The lack of a diverse clinical research workforce comprising both community-based practitioners and academic researchers is a major barrier to clinical research. By assessing the feasibility of developing and training a cadre of community-based practitioners, this effort seeks to enhance the efficiency of clinical research networks and extend the generalizability

of the results obtained in these studies. Ultimately, these Clinical Research Associates (CRAs) are envisioned to function as clinical investigators by participating in clinical research in a practice setting, in the context of delivering health care. The CRAs will participate in clinical studies, assist in patient recruitment, administer experimental treatments, report data, and be among the first to integrate new research findings into routine healthcare delivery.

- c. *Clinical Research Training Program*: This program is established to provide medical and dental students an intensive one-to-two year experience in clinical or translational research after completion of its clinical rotations. Through this program, selected medical and dental students obtain stipends and academic and administrative support. The program also hosts an annual forum for medical and dental students in clinical research training programs across the country.
5. Clinical Research Policy Analysis and Coordination - Currently, clinical research is impeded by multiple and variable requirements for addressing what are fundamentally the same oversight concerns. Considerable variability among and within agencies creates uncertainty about how to comply with regulations and policies, hampering the research enterprise's overall efficiency and effectiveness. This effort thus aims to harmonize federal requirements that pertain to the conduct of clinical research, facilitating compliance with pertinent regulations and policies and ultimately creating a more effective oversight framework. Some of the goals of this initiative include the development of clear, effective, and coordinated rules for clinical research; maximally effective human subjects protections; more comprehensive analysis and sharing of research data; and overall enhanced quality and productivity of the research enterprise.
6. Translational Research - To improve human health, scientific discoveries must be translated into practical applications. Such discoveries typically begin at “the bench” with basic research — in which scientists study disease at a molecular or cellular level — then progress to the clinical level, or the patient's “bedside.” Scientists are increasingly aware that this bench-to-bedside approach to translational research is really a two-way street. Basic scientists provide clinicians with new tools for use in patients and for assessment of its impact, and clinical researchers make novel observations about the nature and progression of disease that often stimulate basic investigations. Translational research has proven to be a powerful process that drives the clinical research engine. However, a stronger research infrastructure could strengthen and accelerate this critical part of the clinical research enterprise. This effort attempts to catalyze translational research in various ways.
7. Enhancing the Discipline of Clinical and Translational Science - Growing barriers between clinical and basic research, along with the ever the increasing complexities involved in conducting clinical research, are making it more difficult to translate new knowledge to the clinic — and back again to the bench. These challenges are limiting professional interest in the field and hampering the clinical research enterprise at a time when it should be expanding. Through discussions with the enterprise populous, this effort recognized that a broad re-engineering effort is needed to create greater opportunity to catalyze the development of a new discipline of clinical and translational science. The purpose of this effort is to assist institutions to forge a uniquely transformative, novel, and integrative academic home for Clinical and Translational Science that has the consolidated resources to: 1) captivate, advance, and nurture a cadre of well-trained multi- and inter-disciplinary investigators and research teams; 2) create an incubator for innovative research tools and information technologies; and 3) synergize multi-disciplinary and inter-disciplinary clinical and translational research and researchers to catalyze the application of new knowledge and techniques to clinical practice at the front lines of patient care. The effort is expected to serve as a magnet that concentrates basic, translational, and clinical investigators, community clinicians, clinical practices, networks, professional societies, and industry to facilitate the development of new professional interactions, programs, and research projects. It is anticipated that these new institutional arrangements, coupled with innovative advanced degree programs, will foster the nascent development of a new discipline of Clinical and Translational Science that will be much broader and deeper than the classical and separate domains of translational research and clinical investigation.

8. Translational Research Core Services - Pilot Programs: Promising ideas for novel therapeutic interventions may encounter roadblocks in bench-to-bedside testing. While translation is sometimes facilitated by public-private partnerships, high-risk ideas or therapies for uncommon disorders frequently do not attract private sector investment. Where private sector capacity is limited or not available, public resources can bridge the gap between discovery and clinical testing so that more efficient translation of promising discoveries may take place.

#### C.7 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

1. The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract (and subject to prior Government approval by the cognizant Government personnel), stated in the name of the sponsoring agency (e.g. Navy Medicine) and contract number.
2. All material, except scientific articles or paper published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the authors(s) and do not necessarily reflect the views of the Navy Medicine or its affiliated commands/laboratories.

#### C.8 COSTS

##### C.8.1 TRAVEL

Travel will be required to fulfill the requirements of this contract. The Contractor shall ensure that the requested travel costs will not exceed what the Government has pre-authorized. Contractor personnel must follow established Government travel requirements, complete all forms, and obtain the required signatures prior to any travel. The Contractor may be required to coordinate with other DOD and industry for travel. Trip reports may be required at the direction of the Government.

The Contractor may be required to attend various meetings and reviews or to participate in Government projects. Travel may be CONUS as well as OCONUS. Reimbursements for travel will be in accordance with JTR and will in no case exceed those travel costs allowed by the JTR unless approved by the Government. No surcharges shall be authorized for travel costs other than the Contractor's G&A rate approved by DCAA. No fee or profit shall be applied to travel costs.

##### C.8.2 MATERIALS/EQUIPMENT

The Contractor may be required to obtain materials/equipment to be used in performance of this contract. The Government must approve all purchase in advance and prior to Contractor incurring any charges. Also, no fee or profit shall be applied to material/equipment costs.

#### C.9 PERFORMANCE REQUIREMENTS

##### C.9.1 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD254, Attachment 1 of the RFP, may involve access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from NHRC's Security Officer.

#### C.9.1.1 CONTRACTOR IDENTIFICATION

1. Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
2. Contractor personnel and its subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
3. Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or Subcontractor personnel.

#### C.9.1.2 CONTRACTOR ACCESS

1. No employee or representative of the contractor will be admitted to the station unless the employee or representative furnishes satisfactory proof of United States citizenship, or is specifically authorized admittance by the Government.
2. Identification badges and vehicle passes will be furnished, if required. Immediately report lost or stolen passes to the cognizant Security Officer.
3. Provide to the COR a list of Contractor and/or subcontractor personnel working on station/base. Content of the list shall be consistent with visit notification usually required.
4. Contractor employees working under this contract who will perform work on this contract shall be subject to security screening requirements. Contractors are responsible for performing background checks and for screening unacceptable candidates from the pool of workers (including verification of US Citizenship or legal resident status, and professional license certification, and degree verification). Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

#### C.9.1.3 STATION/BASE REGULATIONS

The Contractor and its employees and subcontractor shall become familiar with and obey station regulations, including fire, traffic, and security regulations. Personnel employed on the station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter restricted areas unless required to do so and are cleared for such entry. Any Contractor's equipment shall be marked for identification.

#### C.9.2 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

1. Pursuant to Navy policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

2. In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
  - a. Routing inspection of contractor occupied work spaces.
  - b. Random inspection of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - c. Random inspections of personnel possessions on entry or exit from the installation.
  - d. When there is a probable cause to believe that a Contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
  - e. Trafficking in illegal drug and drug paraphernalia by contract employee while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
  - f. The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
  - g. The removal of Contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be a cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

### C.9.3 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

1. If performance of any work under this contract is required at Navy Medicine or any other Government facility, the Contractor shall contact the appropriate office and code with cognizance over safety and environmental requirement prior to performance of any work under this contract.
2. Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations (i.e. NOSCINST 5100.5C, Occupational Safety and Health Manual) protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.
3. Contractors shall monitor its employees and ensure that they are following safety regulations particular to the work areas. Contractors shall ensure that its employees:
  - a. Wear appropriate safety equipment and clothing
  - b. Are familiar with all relevant emergency procedures should an accident occur, and
  - c. Have access to a telephone and telephone numbers for the Government facility where the work is performed.

### C.9.4 PERSONNEL REQUIREMENTS

1. The Government reserves the right to review the resumes and/or interview Contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to personnel qualification terms of contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request.

2. Key Personnel are designed as follows: Program Manager, Lead Scientist, and G&A Specialist. All key personnel shall be employees of the prime contractor unless so otherwise indicated at the task order level. The Contractor shall submit a resume of its key personnel with the management proposal in accordance with Section L of the solicitation. The qualifications for education and desired experience are set below under Labor Category General Descriptions.
3. Key Personnel may be substituted in accordance with key personnel substitution requirements specified herein. The Contractor shall assign to this contract those persons whose resumes were submitted in its technical contract performance period, no key personnel substitutions shall be permitted unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the Contractor shall immediately notify the Contracting Officer and provide the information required for evaluation by the Contracting Officer. After the initial 90-day period, proposed substitutions shall be submitted, in writing, at least 15 days (45 days if security clearance is to be obtained) in advance of the proposed substitutions, to the Contracting Officer, with sufficient information to complete an evaluation and approval.
4. The minimum education and experience requirements of non-key personnel are set forth in below under Labor Category General Descriptions. Non-key personnel may be prime contractor or subcontractor employees unless otherwise specified.

#### C.9.5 CONTRACTOR MANPOWER REPORTING

Contractors shall report all manpower, including subcontractor manpower, required for performance of this contract. Contractors shall complete all the information in the required format using the following web address <https://cmra.army.mil>. As part of the submission, you will also provide the estimated total cost incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The required information includes:

- a. Contracting Office, Contracting Officer (KO), Contracting Officers' Technical Representative (COTR),
- b. Contract number, including task and delivery order number,
- c. Beginning and ending dates covered by reporting period,
- d. Contractor name, address, phone number, E-mail address, identity of contractor employee entering data,
- e. Estimated direct labor hours (including subcontractors),
- f. Estimated direct labor dollars paid this reporting period (including subcontractors),
- g. Total payments (including subcontractors),
- h. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different);
- i. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information),
- j. Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on web site),
- k. Presence of deployment or contingency contract language,

1. Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

## Section D - Packaging and Marking

### PACKING AND MARKING

#### D.1 PREPARATION FOR DELIVERY

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995, unless so otherwise directed in the delivery order.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage", unless so otherwise directed in the delivery order.

#### D.2 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

#### D.3 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the contract number, delivery order number, and address specified in the delivery 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
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
0002	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
0003	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
0004	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
0005	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
0006	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
0007	POP 01-APR-2011 TO 31-MAR-2014	N/A	N/A FOB: Destination	
1001	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1002	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1003	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1004	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1005	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1006	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1007	POP 01-APR-2014 TO 31-MAR-2016	N/A	N/A FOB: Destination	
2001	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination	

2002	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
2003	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
2004	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
2005	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
2006	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination
2007	POP 01-APR-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

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

## CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

**5152.232-7003 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (NCD) (AUG 2009)**

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>.

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Job Title
Brian Murphy	brian.murphy3@us.army.mil	407-384-5198	Contracting Officer
Lindsey Crockett	lindsey.crockett@us.army.mil	407-384-5554	Contract Specialist
Dr. Edward Gorham	Edward.Gorham@med.navy.mil	619-524-9876	Contracting Officer's Representative

## 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) or Office of Naval Research (ONR) in accordance with FAR 42.2.

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

Name: Brian P. Murphy  
Phone: (407) 384-5198  
E-mail address: brian.murphy3@us.army.mil  
Address: US Army RDECOM Natick Contracting Division  
13501 Ingenuity Drive, Orlando, FL 32826

The Contract Specialist for this contract is:

Name: Lindsey Crockett  
Phone: (407) 384-5554  
E-mail address: lindsey.crockett@us.army.mil  
Address: US Army RDECOM Natick Contracting Division  
13501 Ingenuity Drive, Orlando, FL 32826

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

Name: Dr. Edward Gorham  
Phone: (619) 524-9876  
E-mail address: Edward.gorham@med.navy.mil  
Address: Naval Health Research Center  
140 Sylvester Rd, San Diego, CA 92106

Additional ACORs 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 252.232-7003. 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 client DoDAAC for acceptance/verification first before sending to the DCAA/DCMA/DFAS offices. Contractor shall submit along with their progress report to the client the associated invoice and DD250. The client, upon approval, will provide a signed DD250 to the contractor, who shall load into WAWF as an attachment to the invoice. Contractors having DCAA direct payment approval will comply with the above before loading invoice into WAWF.

## G.3 PATENT MATTERS POINT OF CONTACT

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

Director, Office of Technology Transfer  
Naval Medical Research Center  
ATTN: Code OOT  
503 Robert Grant Avenue  
Silver Spring, MD 20910-7500  
(301) 319-7428

## 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.

## Section H - Special Contract Requirements

### RESEARCH

#### H.1 RESEARCH CONDUCT

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 cGCP are found in 21CFR 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. Reference for military regulations and policy governing regulated research may be found at <https://mrmc.amedd.army.mil/rodorphrpo.asp>.

#### H.2 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 (DoDD 3216.02), recruitment of military research subjects (DoDD 3216.02), and informed consent and surrogate consent (10 USC 980) and chemical and biological agent research (DoDD 3216.02). Food and Drug Administration regulation and policies may also apply. A listing of the cited regulations is available at:

<http://www.acq.osd.mil/osbp/sbir/deskreference/QuickReference/researchhumansubject.htm>.

“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.

Any task order that does require research on human subjects requires that the DoD component be responsible for contractor oversight of compliance with 32 CFR Part 219, Protection of Human Subjects; and that the Government personnel responsible for such oversight is the client’s Human Research Protection Official as defined by DFAR 252.235-7004, Protection of Human Subjects. All research need to be determined to be compliant with Federal and Department of Defense regulations for protecting human subjects. All studies similarly need to be compliant with the requirements of the Health Information Portability and Accountability Act (HIPAA) Privacy Rule. Further, evolving human subject protection regulations need to be investigated and training plans developed to educate researchers as to their human subject responsibilities. Contractor shall support Institutional Review Board (IRB) functions and HIPAA Privacy Office functions by reviewing all pertinent studies, including those in the areas of medical resource planning, enhancing performance during shipboard and ground operations, investigating and monitoring disease incidence among military personnel, development of computer systems for monitoring the physiologic status of individual patients, clinical research studies, survey administration efforts, and evaluating physiological effects of various agents found in military operational environments. Such support shall include analyzing research protocols to determine compliance with relevant human subject protection regulations and drafting administrative correspondence detailing review proceedings and findings. Support shall also include development of educational materials, monitoring of research, and database development for tracking of research protocols.

### H.3 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. A listing of the cited regulations is available at: <http://www.acq.osd.mil/osbp/sbir/deskreference/QuickReference/researchanimalsubject.htm>.

"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.4 RESEARCH INVOLVING RECOMBINANT DNA MOLECULES

Any recipient performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules shall comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July 5, 1994 (59 FR34496), as amended. Recombinant DNA is defined as (i) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in living cells or (ii) molecules that result from the replication of those described in (i) above. A listing of the cited regulations is available at:

<http://www.acq.osd.mil/osbp/sbir/deskreference/QuickReference/researchrecombinantdna.htm>.

### H.5 RESEARCH FUNDS NOTIFICATION OF INDIRECT RATE LIMITATION

If applicable, none of the Basic Research (Budget Activity 6.1) funds made available under a contract action may be used to pay negotiated indirect cost rates (not including fringe) of the prime contractor in excess of 35% of the total cost of the delivery order (DoD Appropriations Act for FY08, P.L. 110-116).

### H.6 RESEARCH EFFORTS THAT ARE NON-SEVERABLE (OR ENTIRE)

Services procured by contract are generally viewed as chargeable to the appropriation current at the time the services are rendered and are considered severable. Service contracts that are severable may not cross fiscal year lines unless authorized by statute. However, efforts associated with R&D usually cross fiscal years and usually have two-year funds so non-severability (entire) or severability needs to be addressed. In the context of applying the bona fide needs rule, it is necessary to look at the nature of the work being performed. If the research effort is terminated halfway through and you essentially have practically nothing, then the effort would be considered non-severable (or entire) and represents a single undertaking. This is regardless of the contract being continuing and recurring in nature or a level of effort or a cost-reimbursement contract type.

### H.7 INVENTION DISCLOSURES AND REPORTS

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

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

Name and address of Patent Counsel:

Director, Office of Technology Transfer

Naval Medical Research Center  
ATTN: Code OOT  
503 Robert Grant Avenue  
Silver Spring, MD 20910-7500  
(301) 319-7428

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

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

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

## H.8 ENVIRONMENTAL AND ENERGY CONSERVATION OBJECTIVES

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 cGCP are found in 21CFR 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. Reference for military regulations and policy governing regulated research may be found at <https://mrmc.amedd.army.mil/rodorphrpo.asp>.

If performance of any work under this contract is required at a Government facility, the Contractor shall contact the appropriate office and code with cognizance over safety and environmental requirement prior to performance of ANY work under this contract. The office having overall governance concerning safety is as follows:

Safety Officer/Industrial Hygiene Officer  
Naval Medical Research Center  
503 Robert Grant Avenue, Silver Spring, MD 20910-7500

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees:

- (1) Wear appropriate safety equipment and clothing,
- (2) Are familiar with all relevant emergency procedures should an accident occur, and
- (3) Have access to a telephone and telephone numbers, to include emergency telephone numbers, for the Government facility where work is performed.

## PERSONAL SERVICES & INSURANCES

### H.9 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 government functions. [Reference FAR Subpart 7.5]

## H.10 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.11 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.

## H.12 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE

Insurance as prescribed by 52.237-7 shall be required for those medical personnel such as physicians or nurses providing professional services to human subjects consistent with standard coverage prevailing within the local community as to the specific medical specialty. This is a requirement for those NPS contracts used to acquire health care workers that are supervised by the contractor. NPS contracts may be used for clinical or administrative tasks and indemnifies the Government against legal action alleging malpractice by NPS health care workers. In a PSC, alleged acts of medical malpractice by personal services health care workers are covered under the Federal Tort Claims Act in the same manner as military or civil service health care workers. PSCs may be used for clinical positions only.

## H.13 STANDARD LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, Insurance--Work on a Government Installation and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$ N/A per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$N/A per person and \$ N/A per occurrence for bodily injury, other than passenger liability; \$ N/A per occurrence for property damage. Passenger bodily injury liability limits of \$N/A per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

## RESTRICTIONS

## H.14 SECURITY CLASSIFICATION

The work contracted for is related to and connected with the National Defense. No information relating to the work shall be communicated, transmitted, or disclosed to any person not entitled to receive it. It is anticipated that some of the assigned work will be of a classified nature. Accordingly, it will be necessary for some personnel assigned to work under this contract to have a security clearance of at least SECRET at the ID/IQ contract level. Although the

requirement for a clearance above SECRET is not required for the basic contract award, there may be efforts at the task order level that will require a clearance above the SECRET level. Access to information at the task order level beyond that which is authorized in the DD Form 254 applicable to this ID/IQ contract will result in a separate, task order specific DD Form 254 to be issued by the Government. In order to be eligible for such efforts, awardees must have the capability to perform at the SECRET level and possibly above that level. Additionally, the contractor shall be guided by and safeguard all classified information either generated by or received under the contract in accordance with DD Form 254, Contract Security Classification Specification, provided as an attachment to the applicable task order.

#### H.15 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS

**\*Any additional travel other than what was bid in the original proposal must be pre-approved by the COR in writing with copy furnished to the Contract Specialist.**

(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: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); 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 and is authorized by the COR in writing.

(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 and in accordance with food traffic management principles. 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 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. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem 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 to 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) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) 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.16 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES)

##### **NOTE: THIS CLAUSE TO BE COMPLETED AT THE TASK ORDER LEVEL AS APPLICABLE**

Contractors shall not place themselves in a position of having an OCI by accepting an award under this requirement. Conversely, contractors shall not accept awards where they have had an influence of or have access to a future requirement as a result of performing under this requirement. [Reference FAR Subpart 9.5]

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Non-developmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of six (6) years after the date of completion of the contract. (FAR 9.505-1(a))

[ X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of six (6) years after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of six (6) years after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains

proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with six (6) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing.

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

#### H.17 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International

Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

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

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

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

#### H.18 PERFORMANCE BY FOREIGN NATIONALS OR FOCI ORGANIZATIONS

a. In accordance with 8 U.S.C.1324a, it is unlawful to hire for employment in the U.S. an individual without verifying that individual's employment authorization. 8 CFR 274a.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY identifies the official documents that establish employment eligibility.

b. Prior to performance of work by a foreign national as a result of this contract, the employer shall provide the Contracting Officer the name of the foreign national and identify the type of form(s) produced for verification of employment status.

Should the foreign national's performance require access to DoD facilities, the employer shall coordinate with the sponsor providing access, in order to submit the following:

1. Individual's Name
2. Date/place of birth
3. Citizenship
4. Date and Location of the Visit
5. Purpose of the Visit
6. Passport Number
7. Employer's Verification of Work Authorization

This information shall be forwarded to the Contracting Officer at least thirty days prior to the visit taking place. Failure to provide this information within this time frame may prevent the individual(s) from entry into the DoD facilities.

The offeror shall disclose if the company (or individual) is a FOCI. A FOCI organization includes sole proprietorships, partnerships, and corporations, and the divisions and subsidiaries of the corporation where: (a) 51% or more of the controlling (voting) stock is foreign-owned; or (b) parent organization is incorporated or otherwise chartered in a country foreign to the U.S.; and (c) the organization is not performing a state function (any organization performing a state function falls under IPO authority). A division or subsidiary of an organization having a location in the U.S. is still considered FOCI if the parent corporation is a FOCI. A university, college, or not-for-profit organization that is chartered, incorporated, or otherwise called into being in a country foreign to the U.S. and not performing a state function is FOCI. A FOCI person is a non-U.S. citizen. Resident aliens are considered FOCI for licensing and technology transfer purposes. Approval by the U.S. Trade Representative may be required prior to executing a contract with a FOCI.

#### LOGISTICS

#### H.19 LOGISTICS CONSIDERATIONS

The Government shall retain a royalty-free license for Government use of any technical data delivered under contract, whether patented or not. If any of the data are published copyrighted data with the notice 17 USC 401 or 402, the Government will acquire them under a copyright license rather than with unlimited rights (if applicable).

Any OCONUS/FOREIGN travel by contractor personnel shall be in accordance with procedures for entering into the Area of Responsibility (e.g., CENTCOM). Refer to the Foreign Clearance Guide at <https://www.fcg.pentagon.mil>.

This procurement may require the contractor to handle hazardous materials, which material safety data sheets will be provided.

#### H.20 GOVERNMENT INSTALLATION WORK SCHEDULE

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) Some client sites are on a flexible workweek. Applicable on-site contractor personnel shall perform in consonance with those flexible workweek arrangements.

#### H.21 ELECTRONIC TRANSMISSION OF PROPRIETARY DATA

Awardees shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. Any software required by the Government to receive the contractor-transmitted proprietary data that the Government does not already possess shall be provided by the contractor at no cost to the Government.

### ADMINISTRATION & PROCEDURES

#### H.22 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

##### TO BE COMPLETED AT TIME OF AWARD

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit 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. The address and telephone number of the Contracting Officer is:

#### H.23 UNILATERAL UNPRICED TASK ORDERS

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the PCO may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee or Not-to Exceed price and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the PCO

receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the PCO shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the PCO will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order. However, nothing shall excuse the Contractor from proceeding with the performance of the order while any resulting dispute is being settled.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the Disputes clause of this contract.

(f) The Contractor shall honor any order issued under this provision unless written notification is made within 48 hours of issuance of the Unilateral Unpriced Order which provides specific reasons why the order cannot be honored, and why there is no possibility of performance. Upon receiving the notice, the Government may acquire the supplies or services from another source and require the contractor to provide any technical information required for performance.

#### H.24 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)

(a) Each delivery shall:

- (1) comply with (b) below;
- (2) be issued as a delivery order on DD Form 1155 (Order for Supplies or /Request for Quotations), or on Standard Form 30 (Amendment of Solicitation/Modification of Contract) in the case of a modification to an order;
- (3) be identified by procurement instrument number in accordance with DFARS Part 204.7003;
- (4) incorporate the terms and conditions of this contract by reference;
- (5) set forth a detailed statement of work which references the sub-task areas in Section C and description of the data, service or item requirements to be provided;
- (6) utilize DD 1423s for the ordering of data requirements and for the purposes of "Special Distribution-Material Inspection and Receiving Report (MIRR)", specify addresses of special distribution recipients for DD250s;
- (7) set forth a delivery order price;
- (8) specify the commodities, equipment systems and or manufacturers to which the Organizational Conflict of Interest provisions, if any, apply;
- (9) set forth packaging (preservations and packing) and marking requirements for deliverables;
- (10) specify any GFE or GFI applicable to that order;
- (11) set forth the Government's required delivery or performance data and the place of performance, indicating therein the contractor's facility to be utilized; and, in the event travel is required in the performance of the work ordered, the locations at which such performance is necessary;
- (12) set forth the place or places where inspection and acceptance will be made by the Government;
- (13) set forth the applicable appropriation and accounting data;
- (14) be signed by the authorized Government representative (PCO); and

(b) Under no circumstances shall an order or a modification to an order be issued:

- (1) prior to contract issuance; or
- (2) when the order requires access to classified material and a DD-254 has not been provided for inclusion in the order.

#### H.25 TASK ORDER TYPES

The following types of task orders may be issued under this contract:

Firm Fixed Price (FFP)  
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.26 TASK ORDER ORDERING PROCEDURES

a. Government requirements for task orders to be issued under this ID/IQ contract vehicle will be solicited either under the Full & Open Lot or the Partial Small Business Set-Aside Lot. In no circumstance will the Government compete a given requirement simultaneously in both Lots. The Government will solicit all task order requirements deemed to be appropriate for award as a small business set-aside under the Small Business Set-Aside Lot. Task order requirements that are not appropriate for award as a small business set-aside will be solicited under the Full & Open Lot.

b. As necessary to meet socio-economic goals, the Government reserves the right to set aside Task order requirements exclusively for small businesses within the Small Business Set-Aside Lot. The Contracting Officer may coordinate any such determination with the client's Small Business Office and the Small Business Administration (SBA) Procurement Center Representative.

c. The Government may issue task orders on either a competitive or sole source basis. The Contracting Officer shall make all decisions regarding the procurement method and selection criteria. Information regarding the type of task order contract, award basis and selection criteria shall be provided with each request for proposal.

d. Task orders may be issued as a result of a Government prepared SOO. The Government will request proposals in written format, preferably in Performance Work Statement (PWS) format prepared by the offeror.

e. Pursuant to FAR 16.505(b), the Contracting Officer shall ensure it provides each awardee a fair opportunity to be considered for each competitive task order in excess of \$3,000. The Contracting Officer may use a variety of "notice" and source selection procedures. Such approaches may include, but are not limited to Sources Sought Notices (SSN), Requests for Information (RFI), White Papers, Oral Presentations, providing a Sample Task, soliciting for a Rough Order of Magnitude (ROM) estimate or requesting a quad chart. The Contracting Officer may use any of these techniques or others to limit the number of proposals to the greatest number that will permit an efficient competition among the most highly rated proposals. The manner of soliciting offers on task orders will vary with the complexity and dollar amount of the requirement. In accordance with the FAR, these procedures may be tailored as applicable to each order.

f. Task orders may be issued on a sole source basis if the Contracting Officer determines that:

- (1) The agency need is of such urgency that competition for the task order would result in unacceptable delays.
- (2) Only one awardee is capable of providing the supplies at the required level of quality due to the unique or highly specialized nature.
- (3) The task order should be issued on a sole source basis in the interests of economy and efficiency as a logical follow on to a previously issued order.

(4) It is necessary to place a task order to satisfy a guaranteed minimum.

g. Task orders will be competed and be evaluated on Technical, Price and Past Performance under this ID/IQ.

- (1) Technical proposals will demonstrate the offeror's technical manpower and resources necessary to complete the task. Additionally, the offeror shall demonstrate a thorough understanding of the technical requirements and provide a schedule for task completion. The offeror shall demonstrate the ability to provide any products or reports as part of the task.
- (2) In the Price proposals, the Government will evaluate the offeror's proposed labor mix rates to determine if the level of effort is appropriate for the task order requirement (e.g. Is the highest paid employee working the greatest number of hours?).
- (3) A contractor's past performance on task orders issued under this contract will be evaluated. The contractor's past performance may either favorably or adversely affect future opportunities to participate for task orders if the Contracting Officer determines that the Contractor's past performance under the contract is either excellent or poor on the basis of quality, schedule, management oversight, or cost control.

h. No protest under FAR Part 33 is authorized in connection with the issuance or proposed issuance of a task order except for 1) a protest on the grounds that the order increases the scope, period or maximum value of the contract or 2) a protest of an order valued in excess of \$10,000,000. Notwithstanding section 3556 of title 31, United States Code, the Comptroller General of the United States shall have exclusive jurisdiction of a protest authorized under part 2 of this paragraph.

i. No Small Disadvantaged Business (SDB) Evaluation Preference will be utilized in the award of any task order issued under this basic ID/IQ contract. However, the Contracting Officer does have the discretion whether or not to award task orders pursuant to the HUBZone of SBA 8(a) programs and in consonance with the Small Business Act.

#### H.27 CONTRACTOR ACCESS TO PROPOSED TASK ORDER PERFORMANCE SITES

a. To respond to a Request for Proposal (RFP) for a task order awarded under this contract, a contractor may be required to obtain data and other information from the Government at the proposed sites of task order performance. The following general information is provided regarding visits to the proposed task order performance site(s). Specific details regarding procedures applicable to the instant requirement will be published with each task order Request for Proposal.

b. The contractor shall contact the Contracting Officer's Representative (COR) for specific instructions and guidance regarding the site visit. The COR will plan and coordinate the site visit with the on-site Government representative and will notify the contractor with approval to conduct the site visit.

c. The Government will determine whether a formal pre-proposal conference or site visit will be held. The decision to hold a formal conference will be dependent upon such things as the complexity of the specific requirement, schedule constraints, etc.

d. Contractors shall *not* be permitted to contact Government representatives at a performance site to discuss a task order RFP without prior approval of the COR or Contracting Officer.

e. All access to information at a proposed performance site shall be on a not-to-interfere-with-training basis.

f. Access to Medical Treatment Facilities (MTFs): MTFs have additional requirements that the contractor must comply with in order to place their contractor personnel of the Government's MTF site. These requirements will be specifically detailed at the task order level. They do include: immunizations, vaccinations, and physical testing; statement from a physician or a report of a physical examination; titer; Purified Protein Derivative reading or

an evaluation if they are a known PPD reactor; blood borne pathogen orientation program; management of HIV positive contract workers; orientation and continuation training; on-site application with the DoD Contractor Verification System; receipt of DoD Common Access Card procedures and regulations; DoD Contractor Vehicle Decal; personnel security requirements such as a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLIC) and personnel background investigations; U. S. citizenship; conflicts of interest; personal qualifications sheet/survey; etc. Offerors shall be required to provide documentation that they meet these qualifications in the task order proposals.

#### H.28 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

a. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory 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 employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of 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. Except as provided in paragraph b below 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. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

b. Notwithstanding the obligation under paragraph a above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 30 days immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, and (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

c. In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs a and b above with respect to the employees of a predecessor subcontract or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors.

d. The aforementioned is based in part on Executive Order 13495 – Nondisplacement of Qualified Workers Under Service Contracts and is expanded to include the non-executive workforce not otherwise covered by the Service Contract Act or Davis Bacon Act.

#### H.29 CONTRACT DELIVERY/TASK ORDER OMBUDSMAN

The following individual has been named the Multiple Award Contract Task Order Ombudsman, in accordance with FAR 16.505(b)(6): Mrs. Cheryl DeLuca, (508) 233-4514, cheryl.deluca@us.army.mil.

The Task Order Ombudsman shall be responsible for reviewing complaints from contractors on task order contracts.

#### H.30 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS

As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the contract minimum quantity is a total of \$2,500 worth of orders to each awardee. The maximum quantity is the total "not to exceed" amount of \$497,000,000 for the cumulative sum of all orders to be issued under this ID/IQ contracting vehicle, including all option ordering periods. This maximum quantity set forth herein is the total available for all

orders issued under this solicitation to all awardees. The maximum quantity may only be exceeded with prior written approval of the Procuring Contracting Officer.

The guaranteed minimum of this contract shall be applicable to the base ordering period only. Option periods thereafter will not have a guaranteed minimum.

### H.31 ADDITION OF CONTRACTORS DURING THE LIFE OF THE ID/IQ CONTRACT

Due to the cost, management and technical benefits anticipated to be derived through competitively awarded task orders issued under this ID/IQC, it is the Government's intention to maintain a presence of both large and small businesses as part of the awardee base. Based upon this premise, the Government reserves the right to add additional prime contractors as deemed necessary in order to sustain the competitive environment for awarding task orders.

In the third year of the contract prior to exercising the option, the Government will make a determination as to whether it is necessary to add additional prime contractors. Those prime contractors who, at the time of determination, are current holders of ID/IQ contracts under this procurement will be notified of the results of the Government's analysis. Should the Government determine that it is necessary to add additional prime contractors, the recompetition will be solicited on either an unrestricted or set-aside basis as necessary to sustain the competitive base.

Any contractor who participated in the original competition and/or any subsequent recompetition and was not selected for award will be eligible to participate in any future recompetition.

### SMALL BUSINESSES

#### H.32 SMALL BUSINESS SET-ASIDE AWARDEES

As set forth in Section M of the Solicitation, ID/IQ Awards will be made in two (2) Lots: 1) Full & Open Lot and 2) Partial Small Business Set-Aside (SBSA) Lot. It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small businesses. In maintaining this policy, the Government will solicit all task orders deemed to be appropriate for award as a small business set-aside under the Small Business Set-Aside Lot. Only those Small Businesses that receive ID/IQ awards in the SBSA Lot will be eligible to compete for set-aside task orders.

Task orders that are not set-aside for Small Business will be solicited in the Full & Open Lot. Only those companies that receive ID/IQ awards will be eligible to compete for such orders. Small Businesses that only receive an ID/IQ award in the SBSA Lot are not eligible to compete for delivery/task orders solicited under the Full & Open Lot.

For those small businesses that are selected for award in both the Full & Open Lot and the SBSA Lot, the small business will be awarded a contract in the Full & Open Lot and a separate contract in the Small Business Set-Aside Lot. Small business Offerors that receive an award in the SBSA Lot will be subject to FAR Clause 52.219-14 Limitations in Subcontracting over the life of the contract for all orders issued under the SBSA Lot. Small Business Offerors that receive an award in the Full & Open Lot will not be subject to this clause for orders issued under the Full & Open Lot. There is only one guaranteed minimum order per company, regardless of the number of contracts per company.

The size status of an ID/IQ contract awardee used in determining an organization's eligibility to compete for an individual task order to be solicited on a small business set-aside basis during the first 5 years of this contract will be that which was established at the time of contract award under the original solicitation or recompetition solicitation, provided no novation/merger/acquisition activity has occurred. For eligibility purposes, the size status of awardees is subject to change over the life of the ID/IQ contract based on rerepresentation requirements set forth in FAR Clause 52.219-28 Post-Award Small Business Program Rerepresentation and is addressed when exercising

an option period. Small Business awardees that no longer qualify as a small business in the Small Business Set-Aside Lot after rerepresentation will not be eligible to compete for subsequent task orders solicited under the SBSA Lot. In such case, the Government reserves the right to issue a separate ID/IQ contract in the Full & Open Lot to the affected Small Business in order to promote fairness and to prevent penalizing those small businesses that outgrow their size status. ID/IQ contracts to be issued in this manner will not be subject to FAR Clause 52.219-14 Limitations in Subcontracting. However, the contract will be subject to the 25% Small Business Participation goal requirement and subcontracting goals set forth in the RFP. As such, the contractor will be required to submit a Small Business Participation Plan that addresses the requirements set forth in this solicitation to the Procuring Contracting Officer for evaluation and approval prior to receiving such contract.

The following size standard is hereby applied to this solicitation and resultant contract:

<u>North American Industry Classification System (NAICS Code):</u>	<u>Size Standard:</u>
541712 – Research and Development in the Physical, Engineering, And Life Sciences (except biotechnology)	500 employees

H.33 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28)  
(JUNE 2007)

(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 parts 121 and the size standard in paragraph (c) of this clause.

(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 exercise date specified in the contract for any option thereafter.

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541712 - assigned to contract number W911QY-XX-D-XXXX (insert applicable contract number).

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

(End of clause)

#### H.34 SMALL BUSINESS PARTICIPATION

NOTE: This requirement applies to awardees in the Full & Open Lot only. The Small Business Participation requirement does not apply to the Small Business Set-Aside Lot.

All awardees in the Full & Open Lot (both large businesses and small businesses) will be responsible for meeting the Small Business Participation goal of no less than 29% of the total funded amount of all task orders awarded under this ID/IQ contract during each ordering period and over the life of the contract. Small Business Participation is defined as work effort performed by small business, whether as a Prime contractor or on a subcontractor basis.

In addition, the Government's subcontracting goals (for all large businesses and those small businesses that subcontract) by Socio-economic category are as follows:

CATEGORY	GOAL (percentage of total subcontracted dollars)
Small Disadvantaged Business	5.0%
Woman-Owned Small Business	5.0%
HUBZone Small Business	3.5%
Veteran Owned Small Business	3.0%
Service-Disabled Veteran-Owned Small Business	2.5%

For example, a task order award funded in the amount of \$1,000,000 would have a small business participation goal of at least \$290,000. If the total subcontracted amount of the order (including large business subcontractors) was \$200,000, at least 3.2% ( $\$200,000 \times 3.2\% = \$6,400$ ) would be the subcontracting goal for small disadvantaged business, at least 5% ( $\$200,000 \times 5\% = \$10,000$ ) would be the subcontracting goal for woman owned small business, and so forth.

Small Business Participation data shall be submitted on a semi-annual basis in accordance with the Small Business Participation form provided by the Contracting Officer (unless otherwise approved for contractor format).

Awardees are cautioned that failure to demonstrate a good-faith effort (willful or intentional failure to perform in accordance with requirements) to meet the overall Small Business Participation goal and individual Socio-economic subcontracting goals during the base ordering period and/or Option ordering periods may affect past performance assessments on future task orders and could result in the Government's unilateral decision to not exercise the Option 1 ordering period and/or subsequent Option ordering periods.

#### H.35 ANTICIPATED NUMBER OF AWARDS

The Government estimates the following number of awards will be made under this solicitation:

##### **Full & Open Lot ~ 30 Awards**

##### **Small Business Set-Aside Lot ~ 15 Awards**

This estimate in no way prohibits the Government from making either fewer or more awards than estimated based upon the offers received and a determination of the best interests of the Government.

#### H.36 REQUEST FOR PROPOSAL INDUSTRY QUESTION AND ANSWER PERIOD

The Government will accept written questions from Industry pertaining to this RFP the first ten days of the RFP period. The Government will respond with answers posted as an amendment to the solicitation no later than seventeen days after release of the RFP. Offerors shall not ask proprietary related questions. All questions and answers will be provided publicly on the FEDBIZOPS website and the Natick Contracting Division portal.

All questions and answers will be posted as an amendment to the RFP.

The RFP period will not be extended due to questions and answers.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.209-8 (DEV)	Updates of Information Regarding Responsibility Matters (Deviation)	OCT 2010
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
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
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (Apr 2008) Alternate II (Deviation)	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	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	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	JUL 2009
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-28 Alt I	Invitation to Propose Performance-Based Payments (Mar 2000) Alternate I	MAR 2000
52.232-32	Performance-Based Payments	JAN 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
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
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987

52.243-1 Alt 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 V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-9	Use And Charges	JUN 2007
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)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	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	JAN 2009
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	JAN 2009
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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 Terrorist Country	DEC 2006
252.209-7007	Prohibited Financial Interests for Lead System Integrators	JUL 2009
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003 (Dev) Alt I	Small Business Subcontracting Plan (DoD Contracts) (Deviation) Alternate I	APR 2007
252.219-7003 (Dev) Alt I	Small Business Subcontracting Plan (DoD Contracts) (Deviation) Alternate I	APR 2007
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7011	Restriction on Acquisition of Supercomputers	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7002	Animal Welfare	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract

are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the

Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$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 \$497,000,000.00;

(2) Any order for a combination of items in excess of \$497,000,000.00; 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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541712- assigned to contract number W911QY-XX-D-XXXX.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(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 Act.

(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 Act.

(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 Davis-Bacon Act.

(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)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

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

Computer monitor means a video display unit used with a computer.

Desktop computer means a computer designed for use on a desk or table.

Notebook computer means a portable-style or laptop-style computer system.

Personal computer product means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see <http://www.epeat.net>.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and

criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator

may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

- 2) Is a classified item;
  - (3) Is generated from classified items;
  - (4) Contains hazardous materials or hazardous wastes;
  - (5) Contains precious metals; or
  - (6) Is dangerous to the public health, safety, or welfare.
- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.
- (2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—
- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
  - (B) May purchase the property at the acquisition cost; or
  - (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
- (ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.
- (3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;
  - (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
  - (C) Termination inventory.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--
- (A) Special test equipment with commercial components;
  - (B) Special test equipment without commercial components;
  - (C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words ``Government" and ``Government-furnished" (wherever they appear in this clause) shall be construed as ``United States Government" and ``United States Government-furnished," respectively.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
  - (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1

year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f) or (h) above or paragraph (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

- (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(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):

<https://www.acquisition.gov/FAR/>

(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 (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbolology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

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

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Reparable means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) Exceptions. Paragraph (b) of this clause does not apply to--

(1) Government-furnished material;

- (2) Repairables;
  - (3) Contractor-acquired property;
  - (4) Property under any statutory leasing authority;
  - (5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
  - (6) Intellectual property or software; or
  - (7) Real property.
- (d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):
- (1) Parent UII.
  - (2) Concatenated UII.
  - (3) Received/Sent (shipped) date.
  - (4) Status code.
  - (5) Current part number (if different from the original part number).
  - (6) Current part number effective date.
  - (7) Category code ("E" for equipment).
  - (8) Contract number.
  - (9) Commercial and Government Entity (CAGE) code.
  - (10) Mark record.
    - (i) Bagged or tagged code (for items too small to individually tag or mark).
    - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
    - (iii) Effective date (date the mark is applied).
    - (iv) Added or removed code/flag.
    - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
    - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
    - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
    - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to ``one (1)'`.

(e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--

(1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(3) Disposed of; or

(4) Transferred to a follow-on or other contract.

(End of clause)

#### 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)

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

(1) Assurance of compliance means a written assurance that an institution will comply with requirements of 32 CFR Part 219, as well as the terms of the assurance, which the Human Research Protection Official determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).

(2) Human Research Protection Official (HRPO) means the individual designated by the head of the applicable DoD component and identified in the component's Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.

(3) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information (32 CFR 219.102(f)). For example, this could include the use of human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.

(4) Institution means any public or private entity or agency (32 CFR 219.102(b)).

(5) Institutional Review Board (IRB) means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).

(6) IRB approval means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).

(7) Research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for

other purposes. For example, some demonstration and service programs may include research activities (32 CFR 219.102(d)).

(b) The Contractor shall oversee the execution of the research to ensure compliance with this clause. The Contractor shall comply fully with 32 CFR Part 219 and DoD Directive 3216.02, applicable DoD component policies, 10 U.S.C. 980, and, when applicable, Food and Drug Administration policies and regulations.

(c) The Contractor shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR 219.101(b), or expend funding on such effort, until and unless the conditions of either the following paragraph (c)(1) or (c)(2) have been met:

(1) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval and receives notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Statement of Work and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.

(2) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research proposed meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

(d) DoD staff, consultants, and advisory groups may independently review and inspect the Contractor's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.

(e) Failure of the Contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.

(End of clause)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting

Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

## 5152.0237-4005 ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT (Jun 2010)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. Detailed instructions can be found on the Contractor Manpower Reporting Application (CMRA) website in the CMRA “Contractor User Guide” or “Subcontractor User Guide”. The contractor must create an account upon entering the site and is required to completely fill in the required information at the CMRA website: <https://cmra.army.mil>.

The required information includes:

- (1) Unit Identification Code (UIC) of the Army Requiring Activity that would be performing the mission if not for the contractor: \_\_\_\_\_ *(Enter the Army Requiring Activity’s UIC here).*
- 253 Command of the Requiring Activity that would be performing the mission if not for the contractor: \_\_\_\_\_ *(Enter Command of the Requiring Activity here).*
- 254 Contracting Officer (KO) and contact information: \_\_\_\_\_ *(Enter KO’s name, phone number, and email address).*
- 255 Contracting Officer’s Representative (COR) and contact information: \_\_\_\_\_ *(Enter COR’s name, phone number, and email address).*
- 256 Federal Service Code (FSC) reflecting services provided by contractor (and separate FSC for each subcontractor if different). If there are multiple FSCs for an Order number, enter a separate data record for each FSC.
- 257 Location where contractor and subcontractor(s) perform the service, including the city, state, zip code, and country. When service is performed at an overseas location, state only the city and country. If there are multiple Locations for an Order number, enter a separate data record for each Location. *(Note: If there are many location records that need to be entered, the Bulk Loader function is available which allows the transfer of information from a contractor’s system to the secure web site. The Bulk Loader Template and Bulk Loader Instructions may be downloaded from the web site.)*
- 258 Contractor Type (prime or subcontractor).
- 259 Direct labor hours (including subcontractors) for each FSC.
- 260 Direct labor dollars paid this reporting period (including subcontractors) for each FSC.
- 261 Weapons system support indication: \_\_\_\_\_ *(Enter yes or no).*

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

Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachments to the Solicitation

Attachment 1	Quality Assurance Surveillance Plan (QASP)
Attachment 2	Security Form DD 254
Attachment 3	Labor Category Descriptions
Attachment 4	Cost/Price Format Spreadsheet
Attachment 5	Performance Risk Assessment Questionnaire
Attachment 6	Contract Data Requirements Lists (CDRLs)
Attachment 7	Cross Reference Matrix

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
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-18	Place of Manufacture	SEP 2006
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	JUN 2008
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.211-7003	Item Identification and Valuation	AUG 2008
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006

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) (MAY 1999)

(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 (b)(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)

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(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; 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 [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(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 subsidiary, 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)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(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 (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 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) (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.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(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--

(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)(6)(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.

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

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(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

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Listed Countries of Origin

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-----  
(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)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

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

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

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

### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES  NO

(End of clause)

### AMCAC 52.0237-4005 ACCOUNTING FOR CONTRACT SERVICES (NOV 2006)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <http://cmra.army.mil>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;

- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including subcontractors);
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors);
- (7) Total payments (including subcontractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different);
- (9) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (10) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (11) Presence of deployment or contingency contract language; and
- (12) Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

#### 252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712

(2) The small business size standard is 500 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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

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

INSTRUCTIONS

## SUBMISSION OF PROPOSALS

## L.1 SUBMISSION OF PROPOSALS

- L.1.1 GENERAL. Proposals are due by 10:00 AM PST on 13 Dec 2010 to the Points of Contract (POCs) listed below.

US Navy Medicine Research and Development  
Naval Health Research Center (NHRC)  
ATTN: Dr. Edward Gorham, Deputy Director, Scientific Support Office  
140 Sylvester Road  
San Diego, CA 92106  
(619) 524-9876 / Edward.Gorham@med.navy.mil

The Procuring Contracting Officer (PCO) for this solicitation is:  
US Army RDECOM Contracting Center,  
Natick Contracting Division,  
Warfighter Protection Education and Training  
ATTN: Brian Murphy, Contracting Officer  
13501 Ingenuity Drive  
Orlando, FL 32826-3276  
407-384-5198 / Brian.Murphy3@us.army.mil

- (A) The Government will make contract awards in two Lots (1. Full & Open Lot and 2. Small Business Set-Aside Lot). Offerors shall submit a proposal in response to the OMNIBUS III solicitation. **Small Business Offerors shall submit a separate proposal for consideration in both Lots.** For Large Business Offerors, proposal submission shall address all evaluation factors set forth in Section L & Section M of the solicitation. To be considered for award in the Full & Open Lot, Small Business Offerors shall address all evaluation factors set forth in Section L & Section M. To be considered for award in the partial Small Business Set-Aside Lot, Small Business Offerors shall address all evaluation factors set forth in Section L and Section M except Small Business Participation Plan. They shall not submit a subcontracting plan in the Administrative Volume.
- (B) Award Date: The anticipated award for this requirement is April 2011. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.
- (C) All acceptable proposals must demonstrate the Offeror has an understanding of the requirements and associated risks as well as possesses the resources and acumen in supporting Research and Development efforts as well as providing services and process infrastructure in support of Research and Development. The Government considers statements that the prospective Offeror understands, can or will comply with the specifications, and/or statements paraphrasing the requirements or parts thereof to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory.
- (D) Any data previously submitted in response to another solicitation, whether submitted to the US Army RDECOM Contracting Center, Natick Contracting Division or another agency, 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.

- (E) Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal, are neither necessary nor desired.
- (F) If a discrepancy exists between the original paper copy of the proposal and the CD copy required to be submitted, the original paper copy will take precedence.
- (G) The Government reserves the right to request additional information after receipt of Offeror's response to the RFP.
- (H) The proposal shall be valid for not less than 180 calendar days from the proposal due date. The Offeror shall make a clear statement that the proposal is valid until such date in the Administrative Volume of the proposal.
- (I) Files shall not contain classified information.
- (J) Interested parties shall submit questions regarding this solicitation by electronic mail to lindsey.crockett@us.army.mil with the solicitation number in the subject line and using the format provided in the attachment to the solicitation. The Government will answer all questions through the issuance of a solicitation amendment prior to the deadline for final proposal submissions, provided it receives those questions not later than the date specified in the RFP. Questions received after the deadline may not be answered prior to proposal submission. The Government does not anticipate extending the closing date for receipt of offers.
- (K) Offerors are cautioned that in order for their proposal to be eligible for award, the proposal shall be in compliance with all of the terms and conditions set forth in the RFP.
- (L) A company with multiple Divisions (and each division registered separately in CCR) is permitted to submit a separate proposal by Division for award consideration. However, Offerors are cautioned that if one company submits separate proposals from multiple Divisions, each Division's proposal should address the full RFP requirements uniquely based on their particular Division's capabilities. For example, management processes, small business participation plans, and/or past performance submissions of a different Division may not be used in support of the Division submitting the proposal. The proposal must be specific to the Division submitting the proposal.

#### L.1.2 STRUCTURE:

- (A) *PROPOSAL MAILING/DELIVERY.* The Government does not authorize submission of telegraphic or facsimile offers for this solicitation. The Offeror shall mark the outside shipping container with the RFP Number for this solicitation, W911QY-10-R-0027. Offerors shall mail/deliver proposals as follows:

US Navy Medicine Research and Development  
Naval Health Research Center (NHRC)  
ATTN: Dr. Edward Gorham, Deputy Director, Scientific Support Office  
140 Sylvester Road  
San Diego, CA 92106  
(619) 524-9876 / Edward.Gorham@med.navy.mil

If the Offeror hand carries the proposal and/or any final proposal revision (as applicable), the Offeror shall notify the Contract Specialist by email 48 hours in advance of the intent to hand deliver the proposal. The email must include the name of the organization, along with the name and phone number of the individual delivering the proposal in order to arrange a delivery time.

For a hand-carried proposal, the Offeror shall obtain a Proposal Receipt Form from the Contract Specialist identified in paragraph L.1.3 of the solicitation. The Specialist will annotate the date and time of proposal

receipt, the number of boxes received and signs in the “Signature of Contract Specialist” portion of the form. The Contract Specialist will also provide a copy of the Proposal Receipt Form to the Offeror. The Contract Specialist’s signature only denotes the receipt of the proposal; s/he is not responsible for the proposal contents.

(B) *PROPOSAL FILES.*

Format - Written. Offeror’s written proposal submission shall be submitted in Microsoft Word 2003 format, clearly indexed, and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right - 1”

Gutter – 0”

From Edge – Header, Footer - 0.5”

Page Size, Width – 8.5”

Page Size, Height – 11”

Printed on Single Side

Orientation - Portrait

The following additional restrictions apply:

Pages shall be single-spaced and each paragraph shall be separated by at least one blank line. The Offeror will use a standard, 12-point minimum font size in Times New Roman font. The Offeror may use a reduced font size, not less than 8-point, and landscape orientation for Tables and illustrations. Foldout sheets are not allowed. Align all text in “Align Left.” Do not “Justify” text. Use a single column (vice double column) text format.

All printed pages shall contain the phrase: “SOURCE SELECTION INFORMATION” (printed or stamped) in addition to referencing the FAR 3.104 proprietary data notice provided on the front/cover page.

File Packaging - Offerors shall submit all volumes in standard size 3-ring binders that will facilitate the insertion of change pages and additional information the Offeror may be required to provide during the source selection process.

(C) *PROPOSAL VOLUMES.* The proposal must consist of Volumes I through V, as set forth in the below Table.

Volume	Title	Page Limitations	Copies
I	<b>Administrative:</b> Section I – Executive Summary Section II – Solicitation Documents Section III – DCAA or NIH accounting system approval and financial responsibility determination Section IV – Other than Cost or Pricing Data Section V – Subcontracting Plan Section VI – OCI Mitigation Plan Section VII – Representations and Certifications	Sec I – 5 pg limit Sec II – No pg limit Sec III – No pg limit Sec IV – 10 pg limit Sec V – 10 pg limit Sec VI – 10 pg limit Sec VII – No pg limit	2 CD-ROM and 2 hard copies

II	<b>Management:</b> Sub-factor 1 – Organizational Plan and Management Approach Sub-factor 2 – Management of Resources Sub-factor 3 – Contract Management Approach Appendix A – Key Personnel Resumes	Management Volume – 30 page limit Appendix A – No page limit for resumes combined; two page limit per resume	2 CD-ROM and 2 hard copies
III	<b>Cost/Price:</b>	No page limit	2 CD-ROM and 2 hard copies
IV	<b>Performance Risk Assessment:</b> Section I – Contract Description Section II – Contract Performance Section III – Performance Risk Assessment Questionnaire (not included in proposal page count)	Limit 2 pages per contract for a total limit of 20 pages total.	2 CD-ROM and 2 hard copies
V	<b>Small Business Participation Plan:</b>	10 page limit total	2 CD-ROM and 2 hard copies

- (D) Information shall be confined to the appropriate volume to facilitate independent evaluation. The proposals shall be clear and concise, logically assembled (with all pages appropriately numbered), as well as indexed and cross-indexed to the applicable parts of the Request for Proposal (RFP) as appropriate. Pages over the maximum page limitation for any volume, evaluation factor, or evaluation sub-factor will be excluded from evaluation. Exceptions to the page limitations are, if required: cover pages, indices/tables of contents, and divider pages, and cross-reference matrix.

The Offeror shall write each volume on a stand-alone basis so 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 Cross-Reference Matrix (Section J Attachment 7) correlates the evaluation criteria in Section M with the information the Offeror shall submit in the proposal. The Offeror shall complete the Cross-Reference Matrix by indicating the proposal volume/paragraph corresponding to Section L and Section M and include a copy in each Volume.

The CD-ROM submission for each volume shall contain one copy of the respective proposal volume in Microsoft (MS) Office 2003 Suite (MS Word 2003, MS Excel 2003) and one copy in Adobe Acrobat “.pdf” format. Security permissions on the “.xls,” and “.doc” files shall be set to allow the Government to select, cut, paste, and print text and graphics without the need for a password. The Offeror shall submit subcontractor proprietary or sensitive information on a separate CD-ROM (appropriate number of copies according to volume number) in a separate sealed envelope marked with prime and subcontractor identifying information. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the original paper copy will take precedence.

### L.1.3 Disclosure of Proposal

Information contained in the Offeror’s management/technical, past performance or price/cost must be released under the Freedom of Information Act (FOIA) (5 U.S.C. 552) upon request from the public except to the extent it contains trade secrets and privileged or confidential commercial or financial information. Unsuccessful offer proposals will not be released pursuant to a FOIA request. See FAR 52.215.1 regarding restriction on disclosure and use of the data.

## L.2 FACTORS TO BE EVALUATED

### L.2.1 PROPOSAL CONTENTS – General (Administrative Volume I).

(A) Section I – Executive Summary: A letter formally transmitting the proposal shall include:

1. Master Index. A master index that identifies the location of all major topics provided in each volume.
2. Statement of Compliance. Each offer shall include a statement indicating complete compliance with the solicitation in the Administrative volume, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).
3. Format and Content. Each Offeror shall describe any deviations from the specified proposal format and content. If the Offeror's proposal differs from these guidelines, state the differences, and explain the reason.
4. Security Clearance. Each Offeror shall provide, if applicable, disclosure of the level of their Facility Security Clearance (personnel only, not facility) and their cognizant DSS office (address, name, phone, e-mail).

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

1. Section A. Solicitation/Contract Form and any subsequent amendments.
2. Section G. Contract Administration Data.

(C) Section III – In the Administrative volume, the Offeror shall provide the company's cognizant DCAA and DCMA offices. Additionally, the Offeror shall provide certification of its accounting system if their expectation is to be awarded a CPFF type contract. Offerors are advised that award cannot be made for a contract until it is eligible for a DCAA approved accounting system.

(D) Section IV – Submission of information other than cost or pricing data- Due to adequate competition, certified cost and pricing data is not required. However, the Government requires information other than cost or pricing data to determine the cost and price realism of competing offers or to evaluate competing approaches. The Offeror shall provide the following information: advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal; a comparison of previously proposed prices and previous Government and commercial prices with prices proposed under this effort; and a comparison with competitive published price lists or published market prices. Offeror format is acceptable.

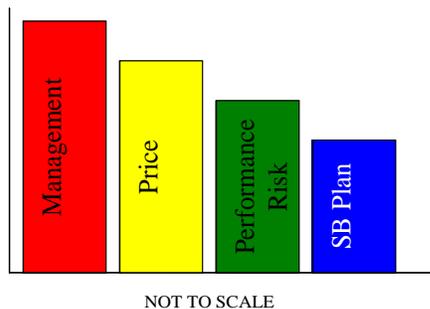
(E) Section V – Subcontracting Plan. Each Offeror shall provide, if applicable, a summary describing the teaming or subcontracting arrangement established for this RFP and a signed document (format as established by Offeror) indicating a legally binding agreement (i.e., Teaming Agreements) among the parties. Identify each proposed team member by company name and address. The Offeror shall submit a subcontracting plan in accordance with FAR Clause 52.219-9 and DFARS Clause 252.219-7003 (for reference see FAR 19.704 and DFARS 219-704). The negotiation of a subcontracting plan shall not be considered as reopening of negotiations closed by a Final Proposal Revision.

(F) Section VI– Organizational Conflict of Interest Mitigation Plan. Offerors shall include its mitigation plan in accordance with the clauses and provision listed elsewhere in the RFP.

- (G) Section VII – Representations and Certifications. Online Representations and Certifications Application (ORCA). Using ORCA, the Offeror shall enter their Representations and Certifications information once for use on all Federal contracts. Offerors must be registered in ORCA. Please refer to the website: <https://orca.bpn.gov/>

### L.2.2 FULL & OPEN LOT

The evaluation factors for the Full & Open Lot include four (4) factors: Management, Cost/Price, Performance Risk and Small Business Participation Plan. Management is more important than Cost/Price. Cost/Price is more important than Performance Risk Assessment. Performance Risk Assessment is more important than Small Business Participation Plan. Small Business is the least important factor. The relative order of importance is depicted below.



- (A) FACTOR I – MANAGEMENT: All sub-factors are equally important. The ratings for the three sub-factors will be rolled up into a single rating for the Management factor. To be eligible for consideration for award, a rating of no less than “GOOD” must be achieved for the Management factor and each subfactor.

1. *Sub factor I: Organizational Plan and Management Approach:* The offeror shall describe its ability to meet the challenges of managing Navy Medicine requirements. The offeror shall describe its management lines of authority and responsibilities and identify the span of control for its managers. The Government will evaluate the Offeror’s approach for managing cost, performance and schedule of delivery/task orders, including key management metrics used on a routine basis to track program progress. The Government will also evaluate the Offeror’s data management and real-time sharing of information with the Government.
2. *Sub factor II: Management of Resources:* The Offeror shall provide a plan for recruiting personnel with appropriate qualifications/skill levels and knowledge. The plan should not only include the establishment of its workforce but also its approach to obtain necessary facilities, equipment and materials required to meet contract objectives.

The offeror shall identify individuals and provide resumes for the Key Personnel. If any proposed key personnel are not currently employed with the offeror, the offeror should submit letters of commitment along with the person’s resume. The offeror should also complete the Key Personnel Matrix that identifies the number of personnel directly assigned to the organization that is responsible for contract performance, the labor categories of all assigned personnel, and level of security clearance for each assigned individual. If an individual is proposed as a contingency hire, it must be noted. A contingency hire is an individual who has signed a commitment to work in the event the contract is awarded to the offeror.

3. *Sub factor III: Contract Management Approach:* The offeror shall describe its approach for assuming contract management and administration responsibilities. The offeror shall provide its approach to contract phase-out.

Additionally, the Offeror's must demonstrate that adequate procedures are in place to ensure overall contract performance is achieved at a satisfactory quality level. This includes TO processing and tracking accuracy, quality of delivery, quality of delivered products and services.

- (B) **FACTOR II – COST/PRICE:** Although the Cost/Price factor will be evaluated, it will not be rated, the Offeror's Price must also be found to be fair and realistic as compared to other government contracts and fair market rates. At the contract level, labor rates as well as overhead costs and fees will be evaluated in comparison to the Independent Government Cost Estimate (IGCE), Competitor Listed Pricing and historical information. Future task order awards will be evaluated for price reasonableness and adequacy of the level of effort proposed.

- (C) **FACTOR III - PERFORMANCE RISKASSESSMENT:** In order to be eligible for consideration for award, a rating of no less than "LOW RISK" must be achieved for the Performance Risk Assessment factor.

Previous CPARS ratings and questionnaires will be used in the proposal evaluations. Offerors shall submit a list of up to 10 Government contracts (prime and major subcontracts) in performance or awarded during the past 3 years, which are relevant to the efforts required by this solicitation.

Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

1. **Section I - Contract Descriptions:** This section shall include the following information:
  - a. Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
  - b. Government contracting activity, current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
  - c. Government's technical representative/COR, current e-mail address, telephone and fax numbers.
  - d. Government contract administration activity, the Administrative Contracting Officer's name, current e-mail address, telephone and fax numbers.
  - e. Government contract administration activity's Pre-Award Monitor's name, current e-mail address, telephone and fax numbers.
  - f. Contract Number (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers).
  - g. Contract Type (specified type, such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.)). Award contract price.
  - h. Final or projected final price.
  - i. Original delivery schedule, including dates of start and completion of work.

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

2. **Section II – Performance:** Offerors shall provide a narrative explanation of each contract listed in Section 1. This narrative shall describe the objectives achieved and detail how the effort is relevant to the requirements of this solicitation. Offerors shall include all performance aspects of schedule, performance and supportability, including the offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules; 4) ability to resolve technical problems quickly and effectively; 5) professional concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors.

For any contracts that did not/do not meet original schedule or technical performance requirements, offerors are to provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

3. **Section III – Performance Risk Assessment Questionnaire:** For all contracts identified in Section 1, Performance Risk Assessment Questionnaires must be completed and submitted. The offeror shall complete Part I of the Performance Risk Assessment Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POC's shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist within 30 days of the release of the RFP, to lindsey.crockett@us.army.mil. The offeror shall also e-mail to the Contract Specialist a list of all the POC's who were sent a questionnaire. The Government must receive this list 15 days after release of the RFP. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address and the date with which the document was received by the POC (month/day).

- (D) **FACTOR IV – SMALL BUSINESS PARTICIPATION PLAN:** In order to be eligible for consideration for award, a rating of no less than "ACCEPTABLE" must be achieved for the Small Business Participation Plan factor. All offerors are required to submit a Small Business Participation Plan information in accordance with DFARS 215.304 that include the following regarding the type of business of subcontractors:

- Large
- Small (also check type of Small Business below)
  - Small Non-Disadvantaged Business
  - Small Disadvantaged Business
  - Woman-Owned Small Business
  - HUB Zone Small Business
  - Veteran Owned Small Business
  - Service Disabled Veteran Owned Small Business

Universities submitting a proposal as prime under this lot are required to submit a Socio-economic University Participation Plan in lieu of a Small Business Participation Plan.

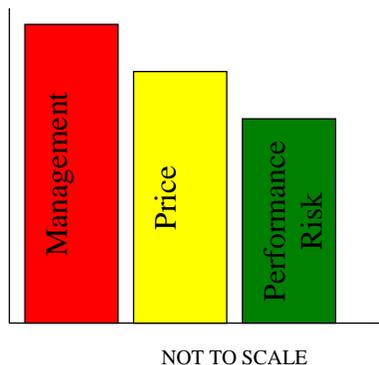
Offerors' Small Business Participation Plan should demonstrate:

A clear identification of participating with the various Small Business Social Economic groups (SBs, VOSBs, SDVOSBs, HUBZONE SBs, SDBs, WOSBs, and/or HBCU/Misc); a depiction of the extent of commitment to use such firms by including a summation and the signature pages for teaming or

subcontracting agreements in the proposal; an explanation of the complexity and variety of the work small firms are to perform; the realism of the proposed SB Plan; documentation verifying Past Performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan; and the extent of participation of such firms in terms of the value of the total acquisition.

### L.2.3 SMALL BUSINESS SET-ASIDE LOT

The evaluation factors for the Small Business Set-Aside Lot include three (3) factors: Management, Cost/Price and Performance Risk. Management is more important than Cost/Price. Cost/Price is more important than Performance Risk Assessment. The relative order of importance is depicted below.



(A) **FACTOR I – MANAGEMENT:** All sub-factors are equally important. The ratings for the three sub-factors will be rolled up into a single rating for the Management factor. To be eligible for consideration for award, a rating of no less than “GOOD” must be achieved for the Management factor and each subfactor.

1. *Sub factor I: Organizational Plan and Management Approach:* The offeror shall describe its ability to meet the challenges of managing Navy Medicine requirements. The offeror shall describe its management lines of authority and responsibilities and identify the span of control for its managers. The Government will evaluate the Offeror’s approach for managing cost, performance and schedule of delivery/task orders, including key management metrics used on a routine basis to track program progress. The Government will also evaluate the Offeror’s data management and real-time sharing of information with the Government.
2. *Sub factor II: Management of Resources:* The Offeror shall provide a plan for recruiting personnel with appropriate qualifications/skill levels and knowledge. The plan should not only include the establishment of its workforce but also its approach to obtain necessary facilities, equipment and materials required to meet contract objectives.

The offeror shall identify individuals and provide resumes for the Key Personnel. If any proposed key personnel are not currently employed with the offeror, the offeror should submit letters of commitment along with the person’s resume. The offeror should also complete the Key Personnel Matrix that identifies the number of personnel directly assigned to the organization that is responsible for contract performance, the labor categories of all assigned personnel, and level of security clearance for each assigned individual. If an individual is proposed as a contingency hire, it must be noted. A contingency hire is an individual who has signed a commitment to work in the event the contract is awarded to the offeror.

3. *Sub factor III: Contract Management Approach:* The offeror shall describe its approach for assuming contract management and administration responsibilities. The offeror shall provide its approach to contract phase-out.

Additionally, the Offeror's must demonstrate that adequate procedures are in place to ensure overall contract performance is achieved at a satisfactory quality level. This includes TO processing and tracking accuracy, quality of delivery, quality of delivered products and services.

- (B) **FACTOR II – COST/PRICE:** Although the Cost/Price factor will be evaluated, it will not be rated, the Offeror's Price must also be found to be fair and realistic as compared to other government contracts and fair market rates. At the contract level, labor rates as well as overhead costs and fees will be evaluated in comparison to the Independent Government Cost Estimate (IGCE), Competitor Listed Pricing and historical information. Future task order awards will be evaluated for price reasonableness and adequacy of the level of effort proposed.

- (C) **FACTOR III - PERFORMANCE RISKASSESSMENT:** In order to be eligible for consideration for award, a rating of no less than "LOW RISK" must be achieved for the Performance Risk Assessment factor.

Previous CPARS ratings and questionnaires will be used in the proposal evaluations. Offerors shall submit a list of up to 10 Government contracts (prime and major subcontracts) in performance or awarded during the past 3 years, which are relevant to the efforts required by this solicitation.

Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

1. **Section I - Contract Descriptions:** This section shall include the following information:
  - a. Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
  - b. Government contracting activity, current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
  - c. Government's technical representative/COR, current e-mail address, telephone and fax numbers.
  - d. Government contract administration activity, the Administrative Contracting Officer's name, current e-mail address, telephone and fax numbers.
  - e. Government contract administration activity's Pre-Award Monitor's name, current e-mail address, telephone and fax numbers.
  - f. Contract Number (in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order Numbers).
  - g. Contract Type (specified type, such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, or Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.)). Award contract price.
  - h. Final or projected final price.

- i. Original delivery schedule, including dates of start and completion of work.
  - j. Final, or projected final, delivery schedule, including dates of start and completion of work.
2. **Section II – Performance:** Offerors shall provide a narrative explanation of each contract listed in Section 1. This narrative shall describe the objectives achieved and detail how the effort is relevant to the requirements of this solicitation. Offerors shall include all performance aspects of schedule, performance and supportability, including the offeror’s record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules; 4) ability to resolve technical problems quickly and effectively; 5) professional concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors.

For any contracts that did not/do not meet original schedule or technical performance requirements, offerors are to provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

3. **Section III – Performance Risk Assessment Questionnaire:** For all contracts identified in Section 1, Performance Risk Assessment Questionnaires must be completed and submitted. The offeror shall complete Part I of the Performance Risk Assessment Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POC's shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contract Specialist within 30 days of the release of the RFP, to lindsey.crockett@us.army.mil. The offeror shall also e-mail to the Contract Specialist a list of all the POC’s who were sent a questionnaire. The Government must receive this list 15 days after release of the RFP. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address and the date with which the document was received by the POC (month/day).

#### CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
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
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

#### CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the

submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting 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 cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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)

52.233-2 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 Brian P. Murphy, 13501 Ingenuity Dr, Orlando FL 32826 407-384-5198

(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)

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS FOR AWARD

#### M.1 BASIS FOR AWARD

The Government intends to award contracts to the Offeror(s) whose proposal represents the best value to the Government. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

Award may be made to other than the lowest priced proposal if the Government determines that paying a price premium for the higher rated proposal is warranted. The Government may also award to other than the highest rated proposal, if the Government determines that paying a price premium is not warranted. If a proposal receives a rating of "UNACCEPTABLE" or "HIGH RISK" in any factor, then it will not be considered eligible for award.

The Government intends to award without discussions; however, the Government reserves the right to enter into discussions if deemed necessary by the Contracting Officer. Therefore, Offerors are cautioned that their initial proposal submissions should contain their best terms. The Government will evaluate all proposals in accordance with FAR 15.305(a), and if discussions are to be conducted, establish the competitive range comprised of all of the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors. The decision to establish a competitive range will be made at the sole discretion of the Contracting Officer.

After evaluating all proposals in accordance with FAR 15.305(a), the Contracting Officer may also determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which efficient competition can be conducted. Offerors are therefore advised that the Contracting Officer, for purposes of efficiency, may also limit the number of competitive range Offerors, at their sole discretion.

#### M.2 EVALUATION APPROACH

All proposals shall be evaluated by a team of Government employees. Any participating members will be required to sign and submit a nondisclosure agreement (NDA).

##### M.2.1 FACTOR I – MANAGEMENT (Applicable to both Lots).

(A) SUBFACTOR I: Organizational Plan and Management Approach - The Government will evaluate the proposed organizational and management structure to assess functional comprehensiveness. The Government will evaluate the roles, relationships, and responsibility of each subcontractor and their fit into the contractor's organizational structure. The Government will also assess the completeness and effectiveness of the management structure with regards to roles and responsibilities, lines of authority, span of control, flow of information, and communication strategies amongst the contractor team, subcontractors, requiring activities and external organizations. The Government will assess the effectiveness and realism of the Offeror's approach to managing cost, schedule and performance of the program.

**STANDARD:** The Offeror identifies an organization plan/management structure that clearly identifies the roles and responsibilities of personnel and subcontractors, lines of authority, span of control, communication strategies, and alignment with the proposed SOW. The Offeror identifies an approach for managing cost, schedule and performance and identification of dedicated core resources. The Offeror uses web-based technology to support management of its potentially, nationally deployed work force (e.g., timesheets).

(B) SUBFACTOR II: Management of Resources: The Government will evaluate the effectiveness of the Offeror's proposed approach to obtain, retain, and sustain the right resources, including appropriate personnel, facilities, equipment and materials required to satisfy the requirements and objectives set forth in the RFP. The Government will evaluate the Offeror's ability to manage workload fluctuations. The

Government will evaluate the availability of the contractor's resources. The Offeror will provide resume's of Key Personnel in Appendix A of the Management Volume.

The Government will assess the competency of proposed key personnel in the areas of responsibilities, relevant work experience, and certifications in the main program areas. The Government will assess the rationale used in selecting key personnel that benefit the overall team performance and efficiency.

STANDARD: The Offeror provides an approach to obtain, retain, and sustain resources (personnel, facilities, equipment and materials) which supports and manages workload fluctuations. The Offeror has identified key personnel, in accordance with Section H, and their related areas of responsibility, certifications and relevant work experience. The Offeror has presented a plan having a high probability of success to recruit and retain new personnel, including identification of any staffing agencies, comparable resources, or universities from which to pull personnel resumes.

(C) SUBFACTOR III: Contract Management Approach - The Government will assess the Offeror's proposed approach to provide effective and timely contract management activities. The Government will assess the approach in the following area: subcontract management, ability to monitor contract activities, ability to manage multiple TOs, ability to submit deliverables in a timely manner and identification and resolution of problem areas.

STANDARD: The Offeror provides an approach for managing all contract and subcontract actions and task orders, monitoring contract activities, and identifying and resolving problems. Offeror presents an understanding of the Government's invoicing process via WAWF and preferably has experience in invoicing the Government using FFP 2-in-1 invoices and/or CPFF vouchers.

#### M.2.2 FACTOR II – COST/PRICE (Applicable to both Lots).

In evaluating offers, the Government will perform a price analysis based on adequate price competition, the Independent Government Cost Estimate (IGCE) and historical data. The Government will evaluate the proposed labor rates submitted by each Offeror in a completed Cost/Price Format Spreadsheet provided in Section J of the solicitation. Submission of incomplete Cost/Price Format Spreadsheets will constitute the Offeror's proposal to be non-compliant with the terms and conditions of the RFP and will render the proposal ineligible for award.

Price reasonableness is a matter of the competitiveness of the Offeror's proposal, considering the total price of identified labor, ODCs and travel. The Government will perform a cost analysis based upon an evaluation of the proposed separate cost elements, profit and Fixed Fee. The Government may use various cost analysis techniques to ensure a fair and reasonable cost. Additionally, the Government will use information other than cost and pricing data submitted by the offeror and other data available to the Government to determine realism.

Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more fully burdened labor rate(s) is significantly over or understated as indicated by the application of price analysis techniques. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. As part of this evaluation, the Government may consider DCAA/DCMA audit information and other information the Government deems relevant.

STANDARD: The Offeror provides a fully completed Pricing Volume in accordance with the RFP, providing a rate buildup consistent with DCAA guidelines. The Offeror proposes a fair and reasonable price based on price competition. The cost portion of the proposal is determined as fair and reasonable and realistic. The Offeror must be eligible for a DCAA approved accounting system prior to award.

#### M.2.3 FACTOR III - PERFORMANCE RISK ASSESSMENT (Applicable to both Lots).

The Performance Risk evaluation will assess an Offeror's likelihood of success in performing the solicitation requirements as indicated by their record of past performance.

The Government will conduct a Performance Risk Assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Areas of relevance include Research and/or Process Infrastructure. When assessing past performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed major subcontractors as it relates to all solicitation requirements. These requirements include all aspects of schedule, performance and supportability, including the Offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules; 4) ability to resolve technical and management problems quickly and effectively; 5) professional concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors.

Offerors are cautioned that in conducting the Performance Risk Assessment, the Government may use data provided in the Offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the Offerors.

**STANDARD:** The Offeror demonstrates past performance that met cost, schedule, and performance requirements on relevant programs in the context of the Management factor. The Offeror provides past performance that demonstrates their use of management approach and relevant to the Statement of Objectives. The Offeror is attentive to regulations and regulatory processes pertinent to the health industry.

#### M.2.4 FACTOR IV - SMALL BUSINESS PARTICIPATION PLAN (Applicable to Full and Open Lot only).

All Offerors will be evaluated on the level of small business commitment that they are demonstrating for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts. Small businesses submitting a Small Business Participation Plan will not automatically be considered for both lots. The following shall demonstrate small business participation:

1. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
2. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
3. Identification of the complexity and variety of the work small firms are to perform;
4. The realism of the proposal;
5. Past performance of the Offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and, for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan;
6. The extent of participation of such firms in terms of the value of the total acquisition;
7. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DOD) has established small business goals as an assistance to assure small business receives a fair proportion of DOD awards. The Small Business goal is broken down as follows: Small Business: 29% of the total contract value; Small Disadvantaged Business: 5.0% of the total contract value; Woman-Owned Small Business: 5.0% of the total contract value; Historically Underutilized Business Zone (HUB Zone) Small Business: 3.5% of the total contract value; Veteran

Owned Small Business:3.0% of the total contract value and Service Disabled Veteran Owned Small Business:2.5% of the total contract value;

Universities submitting a proposal in the prime position may submit a Socio-economic University Participation Plan in lieu of a Small Business Participation Plan, showing participation of socio-economic universities such as HBCU or Hispanic universities. The aforementioned applies except small businesses are replaced with socio-economic universities.

STANDARD: The Offeror proposes a small business participation goal of at least 25% of the total funded amount of all task orders awarded under this ID/IQC during each ordering period and over the life of the contract. The Offeror describes an approach for achieving its proposed small business participation and subcontracting goals. The approach describes the nature of the work relative to the PWS that small firms are anticipated to perform.

### M3. DEFINITIONS

1. Management Adjectival Rating Definitions. The following rating definitions will be utilized in the evaluation of the factor (the factor will be a “roll-up” of the sub-factor rating):

ADJECTIVE	DEFINITION AND CRITERIA
<b>Excellent</b>	The proposal has exceptional merit and reflects an excellent approach, which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal provides solutions, which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements. <i>Risk Level: Very Low</i>
<b>Good</b>	The proposal demonstrates a sound approach, which is expected to meet all requirements and objectives. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in satisfactory performance. The risk of unsuccessful performance is low as the proposal contains solutions, which are considered feasible and practical. These solutions are further considered to reflect low risk in that they are clear and precise, supported, and demonstrate an understanding of the requirements. <i>Risk Level: Low</i>
<b>Acceptable</b>	The proposal demonstrates an approach, which is capable of meeting all requirements and objectives. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal, solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements. <i>Risk Level: Moderate</i>
<b>Marginal</b>	The proposal demonstrates an approach, which may not be capable of meeting all requirements and objectives. The approach has disadvantages of substance and advantages, which if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance. The risk of unsuccessful performance is high as the proposal contains solutions, which may not be feasible and practical. These solutions are further considered to reflect high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements. <i>Risk Level: High</i>
<b>Unacceptable</b>	The proposal demonstrates an approach which, based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has numerous disadvantages of substance, and advantages which, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in satisfactory performance. The risk of unsuccessful performance is very high as the proposal contains solutions, which are not feasible and practical. The solutions are further considered to reflect very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement. <i>Risk Level: Very High</i>

2. Performance Risk Factor Rating Definitions. A rating of High Risk, Moderate Risk, Low Risk, Very Low Risk or Unknown Risk (as defined below) will be assigned to the Performance Risk Factor.

<b>ADJECTIVAL</b>	<b>DESCRIPTION</b>
<b>Low Risk</b>	Little doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
<b>Moderate Risk</b>	Some doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
<b>High Risk</b>	Significant doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
<b>Unknown Risk</b>	Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

3. Small Business Participation Plan Adjectival Ratings. The following rating definitions will be utilized in the evaluation of the factor:

Adjectival Rating	Extent of Achievement of RFP Small Business Participation Objectives	Extent to which SBP Goal Rationale Supports Achievement of Successful Contract Performance	Extent to which Corporate/Division SB Participation Goals Satisfy RFP Objectives	Realism of Proposed SB Participation Goals Based on Proposal & Performance Risk	Strengths and Weaknesses
<b>Excellent</b>	Proposed Goals Achieve or Nearly Achieve Almost all RFP Objectives	Extensive & Compelling Rationale for All Proposed Goals	Goals Achieve or Nearly Achieve Almost all RFP Objectives	Highly Realistic	Strengths Far Outweigh Weaknesses
<b>Good</b>	Proposed Goals Achieve or nearly Achieve Most RFP Objectives, with meaningful Goals Against Remaining Objectives	Substantive Rationale for Almost All Proposed Goals	Goals Achieve or Nearly Achieve Most RFP Objectives, with meaningful Goals Against Remaining Objectives	Realistic	Strengths Outweigh Weaknesses
<b>Acceptable</b>	Meaningful Goals Proposed Against Almost all RFP Objectives	Reasonable Rationale for the Majority of Proposed Goals	Meaningful Goals Against Almost all RFP Objectives	Somewhat Realistic	Strengths and Weaknesses are Offsetting
<b>Marginal</b>	Meaningful Goals Proposed Against Only Several RFP Objectives	Limited Rationale for the Majority of Proposed Goals	Meaningful Goals Against Only Several RFP Objectives	May Not be Realistic	Weaknesses Outweigh Strengths
<b>Unacceptable</b>	Failed to Propose Meaningful Goals Against Almost All RFP Objectives	Little or No Meaningful Rationale Provided for Proposed Goals	Goals Fail to Satisfy Almost all RFP Objectives	Not Realistic	Weaknesses Far Outweigh Strengths

4. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
5. Strength. Any aspect of a proposal when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.
6. Significant Strength. A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.
7. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance.
8. Significant Weakness. A flaw that appreciably increases the risk of unsuccessful contract performance.

#### M.4 RATING METHOD

Rating Package. Each individual evaluating a factor of the Offeror's proposal will receive a rating package containing the following:

1. Evaluation Procedures and Policies (Sections IV and V of this Plan)
2. Basis for Award, Evaluation Factors and Evaluation Approach (Section M of the RFP and Section II of this Plan)
3. Proposal Instructions (Section L of the RFP and Section II of this Plan)
4. Summary Evaluation Forms (Appendixes B and C)
5. Request for Proposal (RFP)

Rating Structure. The SSEB will evaluate and rate the non-cost factors based upon the definitions and criteria provided above. An adjectival rating will not be assigned to the Cost/Price factor, but a price reasonableness evaluation will be performed.

#### M.5 PROPOSAL EVALUATION

1. All proposals will be received by the Contracting Officer not later than the hour and date given in the RFP. The SSEB Chairperson will control all copies of the Offerors' proposals and other associated data.
2. The Contract Specialist and selected Advisors will review all volumes of each proposal for compliance with the RFP requirements.
3. Evaluators will read the non-cost volumes of the proposal to gain an understanding of the level of the information and determine if errors, omissions or deficiencies exist. These problems will be documented on the applicable evaluation form (see Appendix C) and reported to the respective Factor Chairperson and the SSEB Chairperson. The SSEB Chairperson will notify the PCO of these problems.
4. After completion of reading the proposal, each SSEB member will prepare a proposal evaluation worksheet annotating the strengths/weaknesses/risks for each sub-factor and/or factor applicable to their evaluation area, as set forth in Appendix B. Each Factor Chairperson will review the evaluation data and meet with the evaluation team members to reach consensus and assign an adjectival rating to each non-cost sub-factor and/or factor. The Factor Chairperson will prepare a final evaluation worksheet for each Offeror that includes an overall narrative summary for the respective factor and sub-factors along with recommended factor and sub factor ratings and forward them to the SSEB Chairperson. Each Factor Chairperson will meet with the legal advisor and PCO, following consensus determinations, to review the evaluations for legal sufficiency.
5. The SSEB Chairperson will review the narrative summary and recommended factor ratings and provide an overall summary report (Proposal Evaluation Report). This report will be forwarded to Legal and shall contain the Cost/Price evaluation, and the adjectival assessments for each factor and sub factor and the supporting rationale.
6. Legal will review the report, consult with the SSA and provide feedback to the SSEB Chairperson. The SSEB Chairperson will resolve any issues identified by Legal.
7. If not applicable, proceed to #8. If establishment of a competitive range is necessary, the PCO will forward the range determination to the SSA for confirmation. The PCO may conduct discussions with each Offeror retained in the competitive range. The PCO will give all Offerors within the competitive range an opportunity to submit final proposal revisions by a common cutoff date. Any new information received from the Offerors will be evaluated and documented in a subsequent Evaluation Report. Legal will review the report, consult with the SSA and provide feedback to the SSEB Chairperson. The SSEB Chairperson will resolve any issues identified by Legal.

8. The SSEB Chairperson will prepare the Final Evaluation Report and forward to Legal for submission to the SSA for approval. The Final Evaluation Report will **not** contain a recommendation pertaining to which Offerors should be selected for award.
9. The SSA prepares the Source Selection Decision Document (SSDD).

#### M.6 SOURCE SELECTION.

The SSA will make the final determination of the Offerors selected for award. In making a selection, the SSA is not bound by the findings of the SSEB. The SSA is only limited in that his/her selection must have a rational basis in terms of the evaluation factors/sub-factors in the solicitation and must meet all legal and procedural requirements of the evaluation process. The final decision, which will be an integrated assessment based on the entire evaluation process, will be executed by the SSA. The PCO, after appropriate legal review, will then make the award and debrief the unsuccessful Offerors(s), if requested.

#### M.7 ANNOUNCEMENT OF SELECTION.

The PCO will make the announcement of the selection of a successful contractor directly or through his/her designee.

#### M.8 DEBRIEFING OF UNSUCCESSFUL OFFERORS.

Debriefing will be conducted by the PCO, in concert with the SSEB Chairperson, in a manner that will be prescribed by the PCO.