

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 94	
2. CONTRACT NO.		3. SOLICITATION NO. W911QY-15-R-0018	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 16 Apr 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY W6QK ACC-APG NATICK 1564 FREEDMAN DRIVE FORT DETRICK MD 21702		CODE W911QY	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
TEL: FAX:		See Item 7		TEL: FAX:			

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

SOLICITATION

9. Sealed offers in original and 5 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 L.5 until 05:00 PM local time 02 Jun 2015
(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 LEO FRATIS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (240)586-1523	C. E-MAIL ADDRESS leo.j.fratiss.civ@mail.mil
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OFFER (Must be fully completed by offeror)

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

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

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		20	Each		
	FFP First Article Production Lot of LFI Strips, Agent Specific, Base Year FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1,490,000	Each		
	FFP LFI Strips for a Specific Agent, Base Year FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003
FFP
Positive/Negative LFI Strips, Base Year
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004
OPTION
FFP
First Article Production Lot of LFI Strips, Agent Specific, Option Year 1
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FFP LFI Strips for a Specific Agent, Option Year 1 FOB: Destination	2,340,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	FFP Positive/Negative LFI Strips, Option Year 1 FOB: Destination	400,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	FFP First Article Production Lot of LFI Strips, Agent Specific, Option Year 2 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	FFP LFI Strips for a Specific Agent, Option Year 2 FOB: Destination	2,490,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	FFP Positive/Negative LFI Strips, Option Year 2 FOB: Destination	400,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	FFP First Article Production Lot of LFI Strips, Agent Specific, Option Year 3 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	FFP LFI Strips for a Specific Agent, Option Year 3 FOB: Destination	2,790,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	FFP Positive/Negative LFI Strips, Option Year 3 FOB: Destination	400,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	FFP First Article Production Lot of LFI Strips, Agent Specific, Option Year 4 FOB: Destination	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	FFP LFI Strips for a Specific Agent, Option Year 4 FOB: Destination	2,070,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	FFP Positive/Negative LFI Strips, Option Year 4 FOB: Destination	400,000	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	COST Travel FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	CDRL FFP A001 - Status Report FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	CDRL FFP A001 - Status Report FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	CDRL FFP A001 - Status Report FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	CDRL FFP A001 - Status Report FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	CDRL	12	Each		
OPTION	FFP				
	A001 - Status Report				
	FOB: Destin				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	CDRL	1	Each		
	FFP				
	A003 - Inspection and Test Plan				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	CDRL	1	Each		
	FFP				
	A007 - Configuration Management Plan				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	CDRL	1	Each		
	FFP				
	A008 - Quality Program Plan				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	CDRL FFP A009 - First Article Qualification Test Plan and Procedures	1	Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	CDRL FFP A002 - Report, Production or Delivery Problem(s)		Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	CDRL FFP A004 - Request for Deviation (RFD)		Each		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	CDRL FFP A005 - Specification Change Notice (SCN) FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	CDRL FFP A006 -Engineering Change Proposal (ECP) FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	CDRL FFP A010 - Test/Inspection Report FOB: Destination	1	Each		

NET AMT

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	3.00		20.00	
0002	290,000.00		1,490,000.00	
0003	50,000.00		200,000.00	
0004	1.00		10.00	
0005	500,000.00		2,340,000.00	
0006	200,000.00		400,000.00	
0007	1.00		10.00	
0008	500,000.00		2,490,000.00	
0009	200,000.00		400,000.00	
0010	1.00		10.00	
0011	500,000.00		2,790,000.00	
0012	200,000.00		400,000.00	
0013	1.00		10.00	
0014	500,000.00		2,070,000.00	
0015	150,000.00		400,000.00	

Section D - Packaging and Marking

Package end items in accordance with commercial packaging practices for delivery of LFI strips to a Government-designated end-item manufacturer in such a manner as to best maintain product integrity, maintenance of temperature and humidity requirements.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government

0028 Destination
0029 Destination
0030 Destination

Government
Government
Government

Destination
Destination
Destination

Government
Government
Government

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

ORDERING PERIODS

The ordering periods for the base and option years are as follows:

Ordering Period	CLINs	Dates
Base	0001, 0002, 0003, 0017	1 Oct 2015 - 30 Sep 2016
Option Year 1	0004, 0005, 0006, 0018	1 Oct 2016 - 30 Sep 2017
Option Year 2	0007, 0008, 0009, 0019	1 Oct 2017 - 30 Sep 2018
Option Year 3	0010, 0011, 0012, 0020	1 Oct 2018 - 30 Sep 2019
Option Year 4	0013, 0014, 0015, 0021	1 Oct 2019 - 30 Sep 2020

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

(1) Document type. The Contractor shall use the following document type(s).

Combo

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

Destination

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>HQ0490</u>
Issue By DoDAAC	<u>W911QY</u>
Admin DoDAAC	<u>W911QY</u>
Inspect By DoDAAC	<u>W56XNH</u>
Ship To Code	<u>W56XNH</u>
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

deborah.j.hoffman.civ@mail.mil
bryan.d.necciai.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

deborah.j.hoffman.civ@mail.mil

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

(End of clause)

CONTRACTING OFFICER

The Contracting Officer is

Leo Fratis

Army Contracting Command-Aberdeen Proving Ground/Natick Division

110 Thomas Johnson Drive,

Frederick, MD 21702

E-mail: leo.j.fratis.civ@mail.mil

Phone: (240)586-1523

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2015
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
(JULY 2013)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly

compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
 - (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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 \$10,000., the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of \$7,000,000;
 - (2) Any order for a combination of items in excess of \$7,000,000; or
 - (3) A series of orders from the same ordering office within 5 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2020.

(End of clause)

52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

- (1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and
- (2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--
 - (i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or
 - (ii) Death or bodily injury.
 - (d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
 - (e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--
 - (1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;
 - (2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or
 - (3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--
 - (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
 - (iii) A separate and complete major industrial operation in connection with the performance of this contract.
 - (f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.
 - (g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--
 - (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
 - (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment No.	Description	No. of Pages
1	DoD Contract Security Classification Specification (DD254)	2
2	Critical Reagents Program Security Classification Guide	11

Contract Data Requirements Lists

Data Item No.	Description
A001	Status Report
A002	Report, Production or Delivery Problems
A003	Inspection and Test Plan
A004	Request for Deviation (RFD)
A005	Specification Change Notice (SCN)
A006	Engineering Change Proposal (ECP)
A007	Configuration Management Plan
A008'	Quality Program Plan
A009	First Article Qualification Test Plan and Procedures
A010	Test/Inspection Report

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.219-1	Small Business Program Representations	OCT 2014
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a

signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334519..

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

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

() Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.215-6 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)

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

- (1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) () Outside the United States.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as

indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract

resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20 Alt I	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate I	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Leo Fratis, Army Contracting Command - Aberdeen Proving Ground/Natick Division, 110 Thomas Johnson Drive, Suite 240, Frederick, MD 21702.

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

PROPOSAL SUBMISSIONS

L.1 INTRODUCTION

L.1.1 The Government intends to make a single contract award. Offerors shall submit three (3) proposal volumes cited below (See TABLE 1 – Proposal Volumes) and address all evaluation factors set forth in Evaluation Factors for Award of this solicitation.

L.1.2 The Government anticipates an award date in 1QFY16 for this requirement.

L.1.3 The POC for this solicitation is:
 Army Contracting Command-Aberdeen Proving Ground (ACC-APG),
 Natick Contracting Division (NCD)
 ATTN: Leo Fratis
 110 Thomas Johnson Drive, Suite 240
 Frederick, MD 21702
 (240)586-1523/leo.j.fratis.civ@mail.mil

L.2 SEQUENCE OF EVENTS

L.2.1 The Government will employ informal source selection techniques to evaluate proposals, conduct discussions, if necessary, and determine the successful Offeror in this acquisition. "Offer," for the purposes of this solicitation, shall be defined as a response to the solicitation that, if accepted, would bind the Offeror to perform the resultant contract. The following Table summarizes the anticipated sequence of events from RFP Release through contract award:

Event Completion	Date
RFP release	4/16/2015
Submit any questions for clarifications	4/30/2015
Receive intent to participate in Product Demonstration Model (PDM)	4/21/2015
GFM to Participants	5/5/2015
Product Demonstration Model (PDM) submission	6/2/2015
Proposal Receipt	6/2/2015
Contract Award	10/1/2015

L.2.2 The following describes the sequence of events Offerors can expect during proposal evaluation and discussions:

- a. Offerors shall submit any questions for clarifications regarding the RFP IAW the event table above. The Government will provide responses to all questions usually within 5 business days of the end of the question period by a solicitation amendment.

- b. Offerors will submit their proposal IAW the table above and SF33, block 8. The Offeror's proposal shall be submitted in accordance with the paragraph below entitled "PROPOSAL PREPARATION INSTRUCTIONS."
- c. Upon receipt, the proposals will be reviewed for completeness and compliance with RFP requirements. The proposals will receive a detailed evaluation employing the process and criteria identified in Evaluation Factors for Award of this solicitation. In accordance with FAR 15.306(b), the Government may conduct exchanges with Offerors after receipt of proposals. If required, the Government will request clarifications prior to competitive range determinations.
- d. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). However, the Government reserves the right to conduct discussions and request proposal revisions if the Contracting Officer later determines them to be necessary. If a competitive range is established, the Government may limit the number of proposals to the greatest number that will permit an efficient competition amongst the most highly rated proposals. For those Offerors in the competitive range, the Government will issue Evaluation Notices, which shall be answered by the Offeror. In addition to reviewing proposals, the Government may perform pre-qualification site visits in order to verify information contained in an Offeror's proposal, to include visits to proposed subcontractors.
- e. The Contracting Officer will request a Final Proposal Revision (FPR) from those Offerors within the competitive range. The Contracting Officer will establish a common due date and time for the submission of FPRs.
- f. The Government reserves the right to reject any proposal if data specified above is not submitted with a revision or, if submitted, is inadequate to establish the acceptability of the FPR. Any revision received after the closing time and date will be considered a late Offer in accordance with this provision.

L.3. GENERAL

In order for proposals to receive full consideration for award, the Offeror shall ensure that the information furnished in support of the proposal is factual, accurate, and complete. Failure to provide the information requested by this Request for Proposal (RFP) may render the Offeror's proposal incomplete and ineligible for further consideration for award. A proposal can be associated with only one Product Demonstration Model submission.

L.4. PRODUCT DEMONSTRATION MODEL (PDM) SUBMISSIONS

The purpose of the Product Demonstration Model (PDM) is to identify Offerors who can produce LFI strips that meet the performance criteria required by the CRP. The Request For Proposal (RFP) will provide instructions (Attachment 2, Product Demonstration Model Plan) to the Offerors on how to participate. Offeror's that agree to participate will be provided Government Furnished Material (GFM) to develop and test their PDM. The PDM will be sent to an intermediary, who will blind the PDM for an independent evaluation by the CRP's Conformance Test Laboratory (CTL). The PDM is a one-time demonstration of the Offeror's ability to meet the performance criteria and is not subject to discussion or Offeror's improvement. The PDM will represent the most important Subfactor in the evaluation of Technical capabilities from Offeror's proposals. Proposals will be evaluated independently of the PDM.

All Product Demonstration Models (PDM) delivered in response to this solicitation shall reflect the following on the address label:

- a. Solicitation Number: W911QY-15-R-0018
- b. Respondent's unique PDM identification number
- c. Antigen 1 or 2

Product Demonstration Model (PDM) must be delivered to:

Critical Reagents Program
ATTN: Melody Zacharko
57th Street, Building E3835
Aberdeen Proving Ground, MD 21010

L.5. PROPOSAL SUBMISSION

All proposals delivered in response to this solicitation shall reflect the following on the address label:

- a. Solicitation Number: W911QY-15-R-0018
- b. The legend: "TO BE DELIVERED UNOPENED TO CONTRACTING OFFICER at the address identified below"
- c. The volume(s) and copy number(s) contained in each box

All proposal documents must be delivered to:

ATTN: Contracting Officer Leo Fratis
110 Thomas Johnson Drive, Suite 240
Frederick, MD 21702

Please do not submit a transmittal letter with your proposal. Such a letter is unnecessary and statements therein frequently create conflicts or ambiguities, raising the possibility that your proposal takes exception to the terms and conditions of the solicitation. The Government will provide a receipt onsite if the proposal is hand delivered.

L.5.1 Proposals shall be submitted in three (3) volumes - Volumes I, II, and III. Volumes I and II shall be VOID of any proposal price information. Each volume shall be a stand-alone document and shall clearly and completely provide the information being requested. The three (3) Areas, 1) Administrative, 2) Technical, Past Performance, Small Business Participation and 3) Price, corresponding to the required Volumes will be evaluated as part of the source selection evaluation process described in Evaluation Factors for Award of this solicitation.

L.6. INTELLECTUAL PROPERTY

Offerors shall provide sufficient information to enable the Government to determine the requirements of FAR Part 27.102 and DFAR Parts 227.7102-1 & 7103-1 are met.

L.7 ELECTRONIC PROPOSAL SUBMISSION

Electronic Submission - Each volume shall also be submitted on separate CD-ROMs in PDF format, except that the electronic submission shall be compatible with Microsoft Windows 2007, Microsoft Excel 2007 and Adobe Acrobat 8.0. For the Integrated Master Schedule (IMS), in addition to a high level presentation in PDF format, the Offeror shall submit an electronic copy (MS Project 2007 format) with schedule data in "Read Only" format that shows all predecessors and links. The files shall be virus and malware free. All passwords shall be removed. Electronic submission shall be submitted in a non-compressed PC format.

L.7.1 Electronic Submission – The technical and program management volumes shall be submitted on separate CD-ROMs in PDF format except for the Cost Section, which shall be submitted as a “Read Only” Microsoft Excel file, showing all formulas and links, including:

The electronic submission shall be compatible with Microsoft Windows XP, Microsoft Excel 2007 and Adobe Acrobat 8.0. For the Integrated Master Schedule (IMS), in addition to a high level presentation in PDF format as part of the Program Management submission, the Offeror shall submit an electronic copy with schedule data in “Read Only” Microsoft Project file that shows all formulas and links. The files shall be virus and malware free. All passwords shall be removed.

L.8 DELIVERY INSTRUCTIONS

Each of the three (3) volumes shall be contained in separate binders.

L.8.1 The Offeror’s written proposal submission shall be 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.

Proposals shall be formatted as follows:

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

L.8.2 The following additional restrictions apply:

a. 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. Tables or figures may be printed on foldout sheets, not to exceed 11 x 17 inches. Each foldout sheet will count as 1 page towards the maximum page count for each volume. Align all text in “Align Left.” Do not “Justify” text. Use a single column (vice double column) text format.

b. All printed pages shall contain the phrase: “SOURCE SELECTION INFORMATION” (printed or stamped) in addition to the FAR 3.104 proprietary data notice.

c. 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.

d. All documents must have the submittal date in the headers.

L.9 PERIOD FOR ACCEPTANCE OF OFFERS

Written offers will remain valid for 180 days after closing of solicitation (this is the period of time over which the Offeror’s proposal should remain valid in order to give the Government sufficient time to conduct source selection).

L.10 PRE-AWARD SURVEY

A Pre-Award Survey may be conducted by the Government to examine the Offeror’s record of integrity and business ethics (which includes satisfactory compliance with the law including tax, labor and employment, environmental, antitrust, and consumer protection laws), technical ability, production capacity, management

structure, financial capability, accounting systems, security controls/clearances, labor resources, performance record and ability to meet required schedules. This survey may include a facility audit.

L.11 RFP COSTS

The Offeror will not be reimbursed for any costs incurred prior to the effective date of the contract.

L.12 DISCLOSURE OF PROPOSAL

L.12.1 Information contained in the Offeror's technical/management or price proposal may be released under the Freedom of Information Act (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. If the Offeror's proposal contains material meeting this description which is customarily maintained in confidence in the course of the Offeror's business and which is not otherwise publicly available, and if the Offeror does not want it disclosed to the public, he shall mark the title page with the legend that follows: See FAR 52.215.1 regarding restriction on disclosure and use of the data.

“This proposal, furnished in response to RFP No W911QY-15-R-0018 may contain trade secrets and/or privileged or confidential commercial or financial information. This information is maintained in confidence in the course of the Offeror's business and is not otherwise publicly available. The Offeror submits this information to the Government in confidence and understands that it is received with that intent. This information shall not be released or disclosed outside the Government under the Freedom of Information Act (5 U.S.C. 552) or under any other circumstances.”

L.12.2 Proposals so marked will be accepted by the Government in confidence and will not be released provided that the Offeror and/or the Government can show, upon request under the Freedom of Information Act, that disclosure would either (1) impair the Government's ability to obtain necessary information in the future or (2) cause substantial harm to the competitive position of the Offeror.

L.13 PROPOSAL PREPARATION INSTRUCTIONS

The Offeror shall prepare the proposal set forth as shown in the table provided below. Each volume shall be clearly labeled. One copy of each volume shall be marked as original.

VOLUME	VOLUME TITLE	COPIES	PAGE LIMIT
I	Administrative	2, 1 CDs	As necessary
II	Technical (Manufacturing Capabilities, Program Management), Past Performance and Small Business Participation	5, 2 CDs	75
III	Cost/Price and Contract Documentation	2, 1 CDs	As necessary

- a. 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 Request for Proposal (RFP) as appropriate. Pages over the maximum page limitation for Volume II will be excluded from evaluation.
- b. 11 x 14 inch pages may be used for graphics and will count as one page.
- c. The Offeror shall write each volume on a stand-alone basis so that the Government can evaluate its contents without cross-referencing to other volumes of the proposal. Information must be included in

- the designated volumes to be considered in the evaluation. Information cross-referenced to another volume will not be evaluated within that factor review.
- d. The CD submission for each volume shall contain one copy of the respective proposal volume. The Offeror shall submit subcontractor proprietary or sensitive information on a separate CD (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 CD copy, the original paper copy will take precedence.
 - e. Glossary of Abbreviations or Acronyms - Each volume shall contain a glossary of all abbreviations and acronyms used.
 - f. Exceptions to the page limitations are, if required: cover pages, indices/tables of contents, volume/SOW/RFP cross-references, glossary of abbreviations or acronyms, and divider pages.

L.14 PROPOSAL CONTENTS - General.

Volume I - ADMINISTRATIVE

Section 1 - Executive Summary - A letter formally transmitting the proposal shall include:

- a. Master Index. Identifies the location of all major topics provided in each volume.
- b. Statement of Compliance. Each Offeror 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).
- c. 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.

Section 2 - Solicitation Documents and SF33 Provisions. Each Offeror shall complete blank lines and provide signatures for the provisions and contract sections indicated below without modification to the files. An authorized official of the firm shall sign the proposal and complete/sign all provisions and certifications requiring original signature. A .pdf file shall be created to capture the signatures for submission in the Administrative volume electronic submission.

Section 3 - The Offeror shall provide cognizant Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA) Offices, Facilities Security Officer (FSO) POC, Defense Security Service (DSS) office information, as applicable.

Section 4 - Subcontracting Plan.

The Offeror shall provide, if applicable, a summary describing any teaming or subcontracting arrangements established for this RFP. The summary shall reflect each proposed 1st-tier team member by company name and address, and describe the arrangement, amount and type of work performed by each company, and financial arrangements. The Offeror shall include a signed .pdf document (format as established by the Offeror) indicating a legally binding agreement (i.e., Teaming Agreement) among the parties.

The offeror shall propose a subcontracting management approach to include analysis of subcontractor selection (i.e. list selection criteria), choice of subcontract types, and the plan for incentivizing contractors and assuring subcontractors meet cost, schedule, and performance requirements. The offeror shall describe how subcontract competition will be sought, promoted, and sustained throughout delivery and identify any known barriers to

increasing subcontract competition and how to overcome any such barriers. The offeror shall propose an approach to managing subcontractors, which defines the mechanisms for interactions/communications/data access. Furthermore, the offeror shall explain its method for avoiding Subcontractors in financial distress and how the offeror would rectify a situation where a Subcontractor's financial situation became problematic while under contract. The offeror shall present mechanisms for managing and interfacing key Subcontractors/Consultants and the Government to include discussion of its techniques for communicating with its subcontractors/consultants, its plan for ensuring that performance is at the level required to ensure timely and effective contract execution. Steps planned for compliance with the Competition in Subcontracting clause (FAR 52.244-5) to include all functions to be performed by any entity or group of entities under a subcontract shall be addressed.

Section 5 - Representations and the Offeror shall register in Online Representations and Certifications Application (ORCA) for the NAICS code assigned to this effort 334519. Offerors must be registered in System for Award Management (SAM) site at <https://www.sam.gov>. Offerors shall enter their Representation and Certification information once for the NAICS code applicable to this RFP, 334519, for use on all Federal Contracts.

L.15. Volume II Technical Content

Offerors are encouraged to ensure their proposal includes all items/areas set forth in Section M as items/areas that will be evaluated.

L.15.1. Technical

L.15.1.2. Manufacturing Capabilities

L.15.1.2.1 Manufacturing Facility

L.15.1.2.1.1 Provide a detailed description of the Offeror's personnel, facilities, and equipment that will be used, or acquired (if acquiring new equipment or facilities Offeror shall describe in detail when these will be in place) to be fully operational and able to meet the manufacturing requirements outlined in the SOO Section L, Attachment 1.

L.15.1.2.1.2 Provide a detailed description of the provisions to insure a physically secure manufacturing facility and protection of the information technology assets and data.

L.15.1.2.1.3 Provide a description of the provisions to insure storage requirements of Government provided materials during emergencies.

L.15.1.2.1.4 Provide a detailed description of the ability of the Offeror's manufacturing facility to: (1) achieve and maintain a temperature, humidity, and environmentally controlled production environment limiting product exposure to particulates and other environmental contaminants; (2) maintain facilities security, temperature, and humidity monitoring systems; and (3) comply with security clearance requirements listed in the DD254 and CRP Security Classification Guide.

L.15.1.2.2 Standard Operating Procedures

Describe the manufacturing facility's standard operating procedures in sufficient detail such that the Government may evaluate the Offerors understanding of standard operating procedures requisite of a manufacturing facility (e.g., equipment preventative maintenance program/practices and inventory management practices)

L.15.1.2.3 Quality Control

L.15.1.2.3.1 Provide a detailed description of the Offeror's (and Subcontracts; if applicable) quality control system so that the Government may assess the Offeror's ability to manufacture and deliver LFI strips on schedule, intact, and in accordance with Government Specifications.

L.15.1.2.3.2 Provide an Inspection and Test Plan to be used in contract execution that ensures a quality end product is manufactured to Government specifications. The Inspection and Test Plan shall include, but not be limited to, processes for assessment of the following areas: inspection of components upon receipt, in-process inspections, physical inspections of LFI strip, and operational testing of the LFI strip (i.e., testing in the Hand Held Assay configuration). Describe test results and specifications that will be included in the Certificate of Conformance. The Offeror shall include in the Inspection and Test Plan a description of a stability test plan (out to four years) for LFI strips that minimally includes a rationale for testing periodically and number of units to test.

L.15.1.2.3.3 Provide a First Article and Production Article Test Plan that includes a sampling plan using ANSI/ASQC Standard Z1.4-2003 or equivalent for reference. A First Article Test (FAT) is required on the first lot of each type of LFI strip while a Production Article Test (PAT) is required each time a lot of LFI strips are manufactured to assure that performance is in accordance with Government specifications.

L.15.1.2.4 Configuration Management Plan (CMP)

Provide a CMP (policies and procedures) that will be employed through the life of the contract. The Offeror shall discuss how these processes and procedures have been used in the past and how they will be altered to support this acquisition.

L.15.1.3 Program Management Section

L.15.1.3.1 Statement of Work (SOW).

The Offeror's proposed SOW shall be based on and address all requirements in the attached Government SOO. The Offeror's SOW shall reference and incorporate all Government specifications unaltered as listed in Section J of this RFP. The final proposed SOW, when accepted by the Government, will be incorporated into the contract at time of award. For that reason, this section shall be a stand-alone document.

L.15.1.3.2 Program Management Plan (PMP)

L.15.1.3.2.1 The approach to managing and integrating the various aspects of the required work shall be described in detail so that the Government may assess associated risks of the Offeror's ability to manage the contract and meet all terms and conditions.

L.15.1.3.2.2 Describe the Offeror's management organization, assignment of functions, duties and responsibilities, management procedure and reporting requirements for the conduct on contractually imposed tasks, projects, and deliveries. The Offeror shall include a description of any functional oversight.

L.15.1.3.2.3 Present mechanisms for interactions/communications/data access between Program Management and the Government, to include how processes will be updated (e.g., managing and interfacing with key Subcontractors and the Government).

L.15.1.3.2.4 Describe management relationships or techniques that will be used to supplement day-to-day processes and procedures.

L.15.1.3.2.5 Provide a risk management plan that identifies all risk and the risk mitigations to be employed.

L.15.1.3.2.6 Provide a Master Schedule to include but not limited to, First Article Testing and Production Article Testing.

L.15.1.3.2.7 Subcontracting Plan. If the Offeror is other than small business, the Offeror shall include a Subcontracting Plan as outlined in FAR 52.219-9.

L.15.1.3.3 Quality Management System (QMS)

L.15.1.3.3.1 Demonstrate an effective Quality Management System equivalent to ISO 9001/2000 standards. The QMS shall integrate the various internal processes within the organization and provide a process approach for project execution.

L.15.1.3.3.2 Describe in sufficient detail a Quality Assurance Plan (QAP). The QAP shall include, but not be limited to, quality standards in the following areas: facilities, equipment, personnel, methods, practices, records, controls and procedures to ensure appropriate corrective action of nonconforming material and response to Government relayed customer complaint or quality deficiency report.

L.15.1.3.4 Personnel Qualifications

The proposal shall include a Curriculum Vitae and bibliographic data for the Program Manager and Directors (or equivalent) of QA/QC, Risk Management, and Manufacturing. Key Positions must be identified at the time of proposal submission. The technical proposal must also contain Curriculum Vitae and bibliographic data for Consultants and Subcontractor Key Positions. Resumes shall include relevant education, background, recent experience, specific accomplishments, and current security clearance levels. If Key Positions are not presently employed by the Offeror, a description of the terms of the commitment(s) must be presented.

L.15.2 Past Performance Information

The Offeror shall provide Performance Information using the format shown in Instructions to Offerors, Section L, Attachment 9. Relevant efforts are defined as those serving as a prime contractor or major subcontractor filling multiple delivery supply orders with a scope of work that is the same or similar to the work the Offeror or first-tier subcontractor is proposing to perform on this effort.

The Offeror shall provide three (3) submissions reflecting their past performance within the last three (3) years. If applicable to the Offeror, submission of past performance information at the delivery order level will count as separate submissions (i.e., Citation of multiple orders under a single IDIQ type contract does not constitute a single submission). By submission of past performance data, the Offeror: 1) authorizes the Government to seek and use information from commercial sources to verify performance on past commercial contracts, if applicable; and 2) constitutes consent from subcontractors/consultants, teaming partners, and/or joint venture partners to release past performance information to the Offeror in order for the Offeror to respond to such information, if required by the Government.

All information required pertains to all proposed first-tier subcontractors/consultants with whom the Offeror is teaming, as well as the Offeror. The Offeror shall submit with its proposal the first tier subcontractors' letter(s) of consent allowing the Government to disclose the subcontractors' past performance to the Offeror during negotiations.

Contract Descriptions

Past performance information on all contracts (as a prime or subcontractor) during calendar years 2011, 2012, 2013 and 2014 relevant to the efforts required by this solicitation shall be submitted. In addition, any and all contracts terminated for cause in whole or in part during the past five (5) years, to include those currently in the process of such termination are considered relevant and the Offeror shall provide past performance information for those contracts. Information shall include the following:

- Role as prime or subcontractor
- Place of performance, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) numbers
- Contracting activity, current address, telephone and FAX numbers

- Procuring Contracting Officer's (PCO) name, current telephone and FAX numbers
- Technical representative/Contracting Officer's Representative (COR) name, current telephone and FAX numbers
- Contract Administrative Activity and the Administrative Contracting Officer's (ACO) name, current telephone and FAX numbers
- Contract Number/Contract Type
- Awarded Cost
- Final or projected final cost
- Original delivery schedule; final or projected final delivery schedule

For each of the contracts described above the Offeror shall describe the objectives achieved detailing how the effort is similar to the requirements of this solicitation. For any contracts which did not/do not meet the original requirements with regard to scheduled delivery dates the Offeror shall provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. . The Offeror shall also provide a copy of any cure notices or show-cause letters received on each contract listed and description of any corrective action taken. For any terminated contracts, the Offeror shall indicate the type and reasons for the termination.

In addition, the Government reserves the right to use alternative resources to gather past performance information to include, but not be limited to, Past Performance Information Reporting System (PPIRS), commercial contracts, contracting officer Information and other sources.

Past Performance Questionnaire (Section L Attachment 10): Offerors are required to ensure information from the requisite customer of the programs included as Past Performance submissions in Volume II get to the Government in its assessment of performance risk for each Offeror. The Offeror shall provide the Past Performance Questionnaire, provided as Section L, Attachment 4 to the Customer Program Manager or the Contracts POC identified in Part F of each Past Performance submission included in Volume II of the Offeror's proposal. The Offeror shall complete Part A of the questionnaire prior to sending to the applicable POC for completion. The Offeror shall advise the reporting Government Agency or commercial entity that completed Past Performance Questionnaires are considered Source Selection Sensitive in accordance with FAR 3.104. Under no circumstance shall completed Past Performance Questionnaires be returned to the Offeror by the respondent. All completed Past Performance Questionnaires shall be sent only to the Government POC, Leo Fratis, via e-mail leo.j.fratis.civ@mail.mil. Offerors shall ensure that completed questionnaires are submitted to the Government no later than one day before the proposal due date (Offeror shall advise the responding Government agency or commercial entity of the applicable date). Completed Past Performance Questionnaires will not count towards the page limit for Volume II as set forth in paragraph 10, Proposal Preparation Instructions, Table 1- Proposal Volumes of the RFP.

L.15.3 Small Business Participation Plan

The Offeror shall complete a small business participation plan, (Section L Attachment 11).

Volume III – COST/PRICE AND CONTRACT DOCUMENTATION

Section A: Complete the OFFER part of the Standard Form (SF) 33 format. An official having the authority to bind the firm contractually must sign the SF33. If this individual is not an officer of the company, the proposal shall be accompanied by some form of written evidence of the individual's authority to bind the company, under contract, to a particular course of action. This might include such evidence as a written delegation of said authority, signed by an officer of the company.

In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost data may be required to support cost reasonableness. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine cost reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror shall be required to submit cost data.

Contract Documentation

The purpose of this section is to provide information to the Government for preparing the contract document. The Offeror's proposal shall include a signed copy of the cover SF 33 and RFP Sections shown below:

Section A – Solicitation/Contract Form, Standard Form 33. Offeror shall complete blocks 12 through 18.

Section B – Supplies or Services and Costs. Offeror shall complete cost information for all CLINs.

Section F – Deliveries or Performance. Proposed delivery schedule.

Section J – Exhibits and Attachments

Section K – Representations, Certifications, and other Statements of Offerors. Completed representations, certifications, acknowledgments, and statements.

Any exceptions taken to terms and conditions as shown in the solicitation shall be identified. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation.

In accomplishing the duties related to the source selection process, the aforementioned firm may require access to proprietary information contained in the Offeror's proposal. Therefore, pursuant to FAR 9.505-4, the firm must execute an agreement with the Offeror which states that they will (1) protect proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished.

It is the responsibility of each Offeror to contact the above firm and to take all reasonable steps that may be required to obtain the required FAR 9.505-4 agreement. To expedite the evaluation process, it is requested that each Offeror contact the above firm to effect execution of such agreement prior to submission of proposals. Each Offeror shall submit copies of the agreements with their Proposal

QUESTIONS CONCERNING THIS SOLICITATION

Offeror questions and requests for clarification shall be submitted via e-mail to leo.j.fratis.civ@mail.mil

Section L, Attachment 1: Statement of Objectives**Statement of Objectives (SOO):
Manufacture of Lateral Flow Immunoassay (LFI) Strips
For Critical Reagents Program****Background**

The Critical Reagents Program (CRP) supports the manufacture of Lateral Flow Immunoassay (LFI) strips for assembly into end items for the Biological Defense Joint Biological Point Detection System (JBPDS) and the Joint Portal Shield (JPS) System, as well as individual Hand Held Assays (HHA) used for domestic preparedness, Homeland Defense, counter-terrorist operations and by Other Government Agencies (OGA).

Mission Statement

To serve as the principle resource of high quality, validated, and standardized biological reference, materials, reagents, and assays that meet the technology-development and sustainment needs of the Department of Defense and its partners; support the biological defense community's mission by facilitating the transition of new technologies and coordinating their advanced development, efficient production and timely distribution.

Program Objective

The Contractor shall:

- C.1. Deliver LFI strips for the detection of approximately 14 – 20 antigens (analyte specific) and positive/negative controls strips in accordance with Government specifications within the time limits of Section F as ordered at prices and quantities pursuant to Section B CLINs that are manufactured using Government – furnished antibodies in production environment limiting exposure to particulates and other environmental contaminants in a manner consistent with this RFP, and resultant Statement of Work (SOW), and in a manner that allows for manufacturing yield sufficient to meet Government delivery order requirements and all other requirements of the contract to include Government conformance testing and internal contractor testing without affecting Government quantity requirements specified in Government delivery orders.
- C.2. Deliver LFI strips to a Government-designated end-item manufacturer¹ in such a manner as to best maintain product integrity.
- C.3. Have temperature and humidity controlled production/storage areas.
- C.4. Have facility temperature, humidity, and security monitoring.
- C.5. Have provisions to insure storage requirements of Government provided materials during emergencies.
- C.6. Have equipment preventative maintenance program.
- C.7. Provide Certificate of Conformance with each manufacturing lot of LFI strips.
- C.8. Use proven commercial or military best inventory management practices to store Government Furnished Material (antigens and antibodies) under the appropriate storage conditions as required by the label or other Government provided storage conditions to maximize performance integrity and shelf life.
- C.9. Have and maintain Quality Control Inspection and Test Plan to include First Article and Production Lot Testing, Stability Test Plan, and Sampling Plan (using ANSI/ASQC Standard Z1.4-2003 or equivalent for reference)

¹ Currently, the Government-designated end-item manufacturer is located in the Baltimore-Washington area.

to ensure LFI meet Government acceptance criteria. A First Article Test (FAT) is required on the first lot of each type of LFI strip while a Production Article Test (PAT) is required each time a lot of LFI strips are manufactured to assure that performance is in accordance with Government specifications. A subset of each First Article and Production lot of LFI strips will be incorporated (by Contractor) into Hand Held Assay configuration and delivered to Government-appointed Test Facility for First Article and Production Lot acceptance testing. The Government will review results from the CTL's First Article testing and will approve/disapprove based on the results. The Inspection and Test Plan shall include, but not be limited to, processes for assessment of the following areas: inspection of components upon receipt, in-process inspections, physical inspections of LFI strip, and operational testing of the LFI strip (i.e., testing in the Hand Held Assay configuration). Describe test results and specifications that will be included in the Certificate of Conformance. The Contractor shall include in the Inspection and Test Plan a description of a stability test plan for LFI strips that minimally includes a rationale for testing periodically and number of units to test. A final Inspection and Test Plan shall be provided for Government review thirty (30) days post contract award. A final First Article and Production Article test plan shall be provided for Government approval sixty (60) days after contract award.

C.10. Have and maintain a Configuration Management Plan that ensures baselines are defined, changes proposed are necessary, appropriate, and acceptable to the Government and the integrity of the deliverables is maintained.

C.11. Have and maintain Standard Operating Procedures for all procedures associated with manufacturing, storage, and shipping of LFI strips to assure compliance with contractual requirements and all local, state, and federal regulations and Standards.

C.12. Have and maintain a Quality Management System (QMS) equivalent to ISO 9001: 2008 standards to ensure the LFI strips are produced, stored, and distributed in accordance with Government requirements. Have and maintain a Quality Assurance Plan (QAP). A QAP that is integrated with all aspects of the contract shall be provided for Government approval thirty (30) days after date of contract award.

C.13. Comply with the CRP Security Classification Guide and DD254 (attachments 13 and 14 in Section J of the contract) to include obtaining and maintaining a Secret level DoD facility clearance with appropriately cleared personnel, as necessary.

C.14. Have and maintain a Program Management Plan to include (refer to Section L Program Management of this RFP):

C.14.1 Risk Management Plan

C.14.2 Master Schedule

C.15. Travel as requested to support CRP requirements; unforeseen technical issues requiring travel to CRP Headquarters, End Item Assembler or Conformance Test Laboratory and be available to participate in teleconferences. Travel costs will be approved by the Contracting Officer Representative (COR) on an as needed basis to attend to product performance issues that cannot at other times be solved telephonically or any other way. The Government may elect to specify specific skill sets or areas of expertise as it determined is appropriate for the purpose of the travel requirement. Travel shall be in accordance with the Joint Travel Regulations.

C.16. Provide information requested in Department of Defense 1423 (Contract Data Request Lists; CDRLs), see Section J:

- o A001- Monthly Status Report
- o A002- General Incident Report
- o A003- Inspection and Test Plan
- o A004- Request for Deviation (RFD)
- o A005- Specification Change Notices (SCN)
- o A006- Engineering Change Proposals (ECP)
- o A007- Configuration Management Plan
- o A008- Quality Assurance Plan

- o A009- First Article Test Plan
- o A010- FAT/Inspection Test Report

Section L, Attachment 2: Product Demonstration Model Plan

Product Demonstration Model Plan

1.0 PURPOSE

The purpose of this Lateral Flow Immunoassay (LFI) Product Demonstration Model (PDM) is to identify Respondents who can produce LFI strips that meet the performance criteria required by the CRP. The CRP is responsible for supplying LFI strips for assembly into end items including individual Hand Held Assays (HHA), Biological Sampling Kits, Operational/Training Panels and carriers for Joint Biological Point Detection System and Joint Portal Shield. The Government is procuring end item manufacture under a separate contract. For the purpose of this PDM, LFI strips will be tested for performance in a HHA end item configuration in accordance with performance specifications (Attachment 4).

This PDM represents the most important Subfactor in the evaluation of Technical capabilities from Respondents proposals. The PDM is a one-time demonstration of the Offeror's ability to meet the performance criteria and is not subject to discussion or Offeror's improvement. A PDM can be associated with only one proposal submission.

2.0 PDM PROCESS

Upon release of the Request for Proposals (RFP), 16 April 2015, Respondents must submit a Request to Participate and a signed LFI PDM Participation Agreement by 21 April 2015. A Request to Participate and Acceptance Memorandum (PAM) will be sent by email to each Respondent by 30 April 2015. The Respondent's unique PDM identification number to be used in lieu of company name and Government Furnished Material (GFM) will be shipped to all Respondents by 5 May 2015. Respondents will be notified by email on the day of shipment. The Government will consider PDM questions from Respondents beginning with the RFP release up to the date of GFM shipment.

Individual PDMs are comprised of a single LFI strip assembled into a plastic test carrier. Each Respondent will manufacture LFI strips that conform to performance specifications provided below, load strips into Government provided carriers, and submit PDMs for independent performance testing at a Government appointed Conformance Test Laboratory in accordance with packaging and shipping procedures to be provided in Section L.4. PROPOSAL and PRODUCT DEMONSTRATION MODEL (PDM) SUBMISSIONS and Section L Attachment 3. PDM materials do not require Biosafety Level (BSL) 3 containment but it is recommended they are handled under BSL2 conditions.

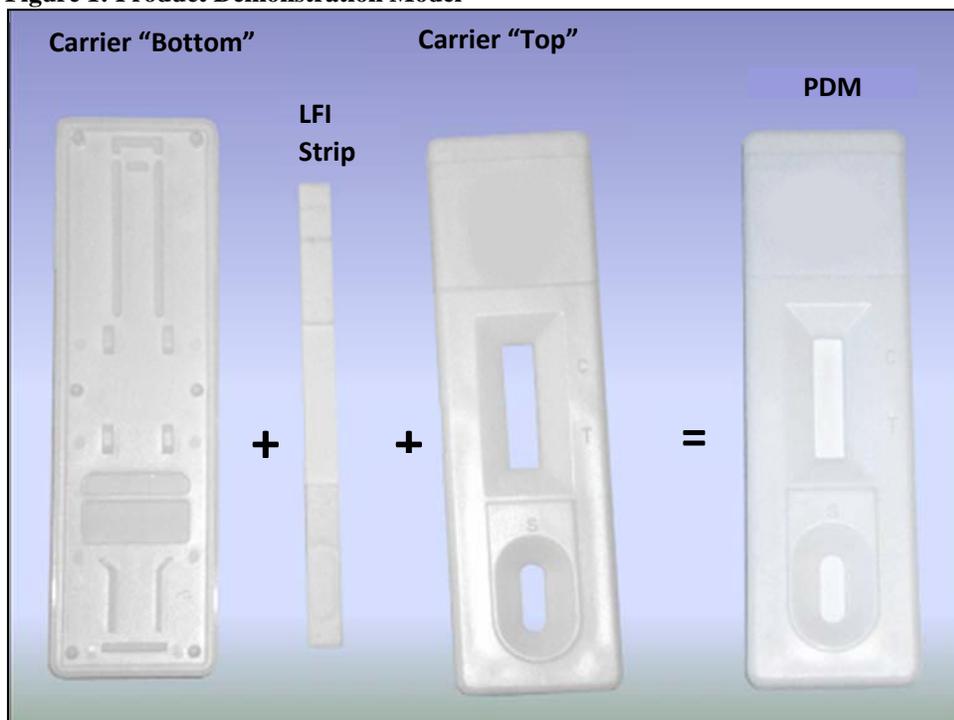
Respondents must prepare and ship PDMs to Aberdeen Proving Ground (APG) such that they are received by or before 2 June 2015. Respondents are solely responsible for the timely delivery of PDMs to the APG by the deadline. Respondents who executed the PAM, that fail to submit the minimum number of PDMs, or if PDMs are received after the PDM submission deadline, will receive an overall Unacceptable rating for the PDM Evaluation Subfactor in the RFP. No PDMs will be accepted after 2 June 2015. Respondents still must reply to the RFP portion of the procurement by 2 June 2015. However, an Unacceptable rating for the PDM Evaluation Subfactor will result in an overall Unacceptable result on Technical Factor. Failure to submit a PDM may result in rejection of your proposal.

Definitions:

Carrier: plastic top and bottom (Government provided) [see **Figure 1**]

LFI Strip: Immunochemical assay strip (Respondent provided) manufactured in accordance with specifications listed on Government - furnished LFI Strip Drawing [**Section L attachment 4**]

Product Demonstration Model (PDM): a carrier + LFI strip (see **Figure 1**).

Figure 1: Product Demonstration Model

3.0 TECHNICAL REQUIREMENTS

3.1 GOVERNMENT FURNISHED MATERIAL (GFM)

Eligible Respondents will be provided GFM specified in **Table 1**.

Table 1: Government Furnished Material

Item	Description
Antigens (Ag)	<ul style="list-style-type: none"> Antigen 1 – 1.0 ml (4.19e8 cfu/ml) Antigen 2 – 1.0 ml (3.09e10 cfu/ml)
Specificity panel	<ul style="list-style-type: none"> Panel of 28 relevant environmental and biological entities
Antibody set for Antigen 1* (Ab are not affinity purified)	<ul style="list-style-type: none"> Polyclonal Antibody 1 (1 mg)
Antibody set for Antigen 2* (Ab are not affinity purified)	<ul style="list-style-type: none"> Polyclonal Antibody 2 (1 mg)
Carrier (top and bottom)	<ul style="list-style-type: none"> 620 tops 620 bottoms
Specifications and Procedures	<ul style="list-style-type: none"> LFI physical specifications (drawing) PDM assembly instructions Packaging and shipping procedures
Scanner Reference Standard**	<ul style="list-style-type: none"> Scanner units (intensity) ladder

*Labeling or conjugating of antibodies is the responsibility of the Respondent

**Reference standard will have several test line intensities that can be used to normalize Respondents scanner to the CAMAG™ TLC-3 scanner values.

3.2 PDM TEST PLAN

Respondent must submit 300 PDMs per antigen (i.e., 600 PDMs total). PDMs will be analyzed for non-specific reactivity, sensitivity, specificity, and antigen response. PDMs will be selected at random for testing in accordance with Table 1.

Table 1: Number of Individual PDMs Required, per Antigen, to Conduct Performance and Control Testing for a Single Respondent

Performance Test (Section)	Number of PDMs Required (for each Antigen)	Number of Control HHAs Required (for each Antigen)
Non-Specific Reactivity (Section 4.1)	30	10/day of non-specific reactivity testing
Sensitivity (Section 4.2)	30	10/day of sensitivity testing
Specificity (Section 4.3)	84 (3 sets)	84 (3 sets total)
Antigen Response (Section 4.4)	30 (10 PDMs tested at 3 different concentrations)	30 (10 PDMs tested at 3 different concentrations) for each day of testing
Total# PDM to be Tested Per Antigen	~171	

PDMs will be inoculated with 100 µl sample volume and read at 15 min ± 15 seconds. Sample buffer is sterile Phosphate Buffered Saline + 0.1% Triton X-100 and 0.4% Kathon (pH = 7.4).

4.0 PDM PERFORMANCE SPECIFICATIONS

4.1 NON-SPECIFIC REACTIVITY

Non-specific reactivity will be assessed. Any PDM that develops a signal intensity equivalent to or greater than 30 CAMAG™ TLC-3 scanner units in the test window when inoculated with buffer only will be considered positive for non-specific reactivity.

PDMs for both Antigens will be chosen at random and tested for non-specific reactivity. A percentage of tested PDMs exhibiting non-specific reactivity will be calculated.

4.2 SENSITIVITY

Sensitivity testing will be based on a specific concentration of each Antigen. Sensitivity for each Antigen will be assessed at a specific target concentration (provided in the memorandum to eligible Respondents). PDMs for both Antigens will be chosen at random and tested and averages for control and test line intensities will be calculated. The baseline criteria for acceptable test and control line intensities are presented in **Table 2**.

Table 2: Baseline Criteria for Acceptable Test and Control Line Intensities

Average Test Line (Scanner Units*)	Average Control Line (Scanner Units*)
≥ 30 at target sensitivity	≥ 450

*As compared to reference standard provided as GFM. The CTL utilizes a CAMAG™ TLC-3 scanner.

4.3 SPECIFICITY

Specificity will be assessed against a panel of twenty-eight (28) relevant environmental (vehicular, battlefield, non-biological contaminants) and biological entities (near neighbor organisms, suspicious powders, biological contaminants) at concentrations appropriate for CRP requirements. PDMs for both Antigens will be chosen at random and tested against each panel member. Any replicate that develops a signal intensity equivalent to or greater than 30 CAMAG™ TLC-3 scanner units in the test window will render the PDM cross reactive for that environmental/biological entity.

4.4 ANTIGEN RESPONSE

Test line intensity will be measured at three different concentrations for each Antigen to evaluate the ability of the PDMs to achieve significant differences in test line intensity at the three concentrations. PDMs for both Antigens will be chosen at random and tested to calculate the average and standard deviation of test line intensity at each concentration to determine whether or not PDMs have achieved significant differences between the three concentrations.

5.0 PRODUCT DEMONSTRATION MODEL EVALUATION MATRIX

5.1. GENERAL – Responses to PDM of this solicitation will be evaluated based upon an integrated assessment of the evaluation PDM Factors and PDM Subfactors, described below. The results of the PDM evaluation will be used to assign an overall PDM Factor rating. The PDM constitutes one evaluation subfactor in the Technical Factor.

5.2. PDM FACTORS, PDM SUBFACTORS, and PDM ELEMENTS –Four PDM Factors will be used in this PDM evaluation: Non-specific Reactivity, Sensitivity, Specificity and Antigen Response. All Factors are of equal importance. ([Non-specific reactivity = Sensitivity=Specificity = Antigen Response]). The PDM Subfactors and PDM Elements within each PDM Factor are of equal importance. (**Table 4**)

Table 4: PDM Factor Evaluation Matrix

PDM FACTOR	PDM SUBFACTOR	PDM ELEMENT	DESCRIPTION
1			NON-SPECIFIC REACTIVITY
	1		Antigen 1
	2		Antigen 2
2			SENSITIVITY
	1		Antigen 1
		A	Test Line Intensity
		B	Control Line Intensity
	2		Antigen 2
		A	Test Line Intensity
		B	Control Line Intensity
3			SPECIFICITY
	1		Antigen 1
	2		Antigen 2

4		ANTIGEN RESPONSE
	1	Antigen 1
	2	Antigen 2

5.3 INSTRUCTIONS TO RESPONDENTS

The Respondent shall submit PDMs, as specified below (**Table 5**) and in accordance with the shipping and packaging SOPs, at no expense to the Government. Respondents must prepare and ship PDMs to the Government appointed Aberdeen Proving Ground (APG) such that they are received by the APG by 2 June 2015.

Table 5: PDM Quantities to be provided

Item	Number required
PDMs for Antigen 1	300
PDMs for Antigen 2	300

A Respondent may withdraw at any time. Respondents who withdraw from the acquisition are requested to advise the Government in writing. A Respondent who withdraws from the PDM and responds to the RFP will receive an Unacceptable evaluation rating for the PDM Evaluation subfactor in the RFP.

Section L, Attachment 3: Lateral Flow Immunoassay (LFI) Product Demonstration Model (PDM) Request to Participate and Agreement

COMPANY LETTERHEAD

SUBJECT: Solicitation W911QY-15-R-0018, Lateral Flow Immunoassay (LFI) Product Demonstration Model (PDM) Request to Participate

Mr. Leo Fratis
Army Contracting Command – Aberdeen Proving Ground/Natick Division
110 Thomas Johnson Drive, Suite 240
Frederick, Maryland 21702

Dear Mr. Fratis:

(Name of Company) requests to participate in subject Product Demonstration Model. Contact and Shipping information are provided below:

Contact information for all correspondence:

- POC Name _____
- Street Address _____
- City/State/Zip Code _____
- Phone _____
- Email _____

Shipping information for receipt of GFM (No P.O. Boxes):

- Shipping POC _____
- Street Address _____
- City/State/Zip Code _____
- Phone _____
- Email _____

Offeror Company Officer Name/Title (Printed)

Offeror Company Officer (Signature)

Signature Date

LFI PDM PARTICIPATION AGREEMENT

This agreement is between _____ (Recipient) and the Critical Reagents Program, under the auspices and sponsorship of the Joint Program Executive Office for Chemical and Biological Defense - Medical Countermeasure Systems Joint Project Support Office - Critical Reagents Program (JPEO-CBD-MCS-CRP).

Scope of Use. The Recipient may use the material (antigen, antibody, plastic carriers, specificity panel, technical drawings) provided to them by the CRP solely for participation in the LFI PDM (Solicitation W9113M-15-R-0018). Any commercial use of the Material is prohibited.

The Recipient will not disclose information about this PDM, such as the format, specifications, etc., to any other entities.

Upon completion of PDM, the Recipient will provide proof that any and all Material was either (1) consumed in the creation of the PDM or (2) destroyed by the end-user. It is recommended that assays be destroyed by soaking in 5.0% commercial bleach solution for 30 minutes and dispose as medical waste following Federal, State, and local guidelines and regulations.

Safety. The Recipient acknowledges that Material designated as Biosafety Level (BSL) 2 constitutes known pathogens. The Recipient assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the material including, without limitation, taking all appropriate safety and handling precautions to minimize health or environmental risk. Recipient agrees that any activity undertaken with the Material will be conducted in compliance with all applicable guidelines, laws and regulations, including Department of Defense Instruction 5210.89 (DODI 5210.89) for DoD recipients.

Compliance with Laws. Recipient is solely responsible for compliance with all applicable foreign and domestic, federal, state and local statutes, ordinances and regulations, including Department of Defense Instruction 5210.89 (for DoD recipients) and the Export Control Act.

Indemnification. Recipient hereby agrees to indemnify, defend and hold harmless the Department of Defense (DoD), CRP, and its contributors against all third party claims, losses, expenses and damages (including reasonable attorneys fees) arising out of or relating to the use, receipt, handling, storage, transfer, disposal and other activities relating to the material.

Intellectual Property. The DoD, CRP, and/or its contributors shall retain ownership of all right, title, and interest in the Material. The Material is subject to the restrictions noted in the "Scope of Use" section above.

Company Officer
(Signature)

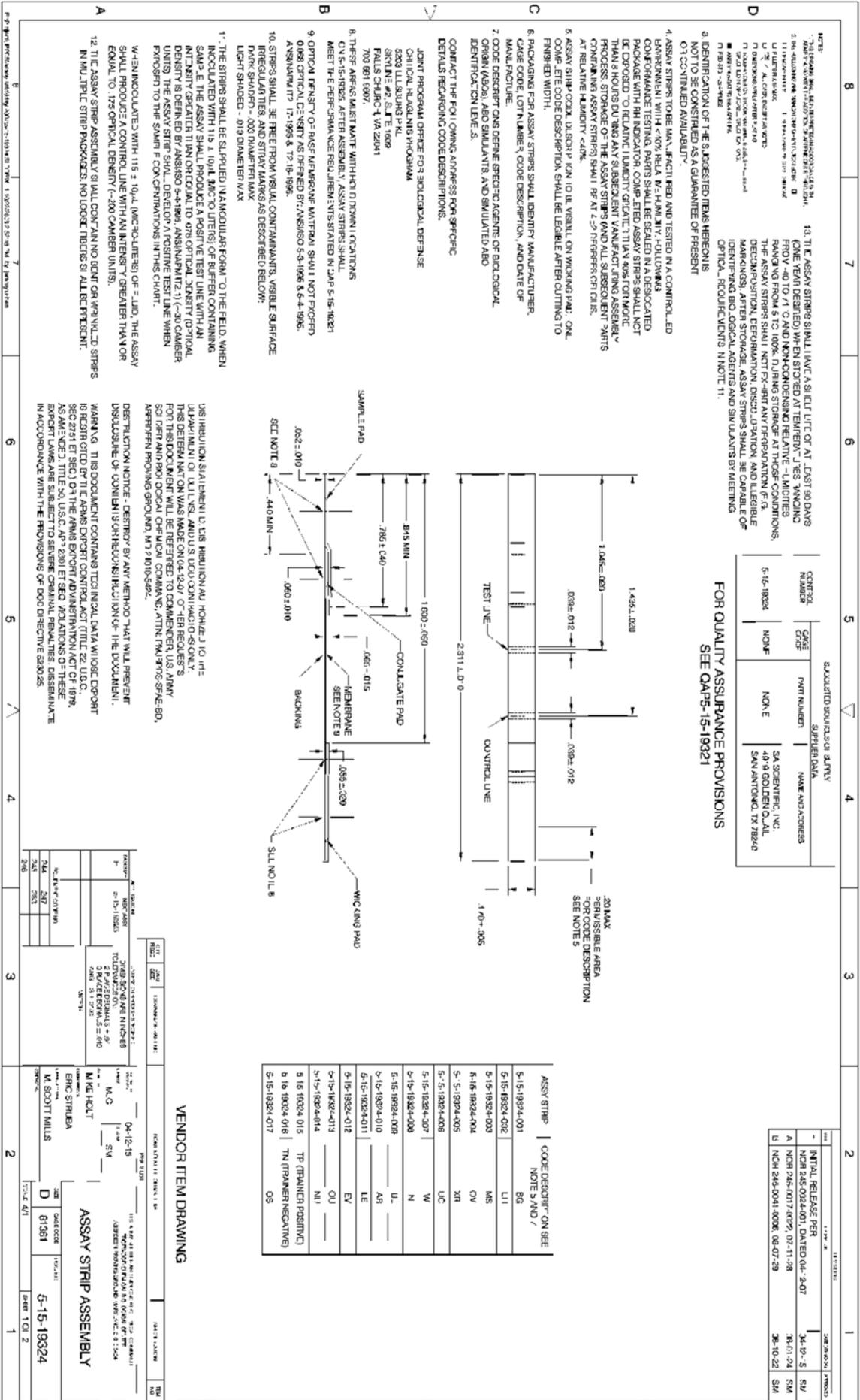
Date

Company Officer Name
(Print)

Dr. Michael Smith
Director
Critical Reagents Progra

Date

Section L, Attachment 4 – LFI Strip Drawing

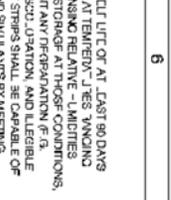


NOTES:

1. THE ASSAY STRIP SHALL BE MANUFACTURED AND TESTED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY. THE ASSAY STRIP SHALL BE STORED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY. THE ASSAY STRIP SHALL BE STORED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY.
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3. IDENTIFICATION OF THE SUSPECTED ITEMS HEREIN IS NOT TO BE CONSIDERED AS A GUARANTEE OF PRESENT OR FUTURE PERFORMANCE.
4. ASSAY STRIPS TO BE MANUFACTURED AND TESTED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY. THE ASSAY STRIP SHALL BE STORED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY.
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6. ASSAY STRIP CODE DESCRIPTIONS SHALL BE LEGIBLE AFTER CUTTING TO FINISHED WIDTH.
7. CODE DESCRIPTIONS DEFINE SPECIFIC AGENTS OF BIOLOGICAL ORIGIN (VIRUS, BACTERIA, AND SIMILAR) AND SIMULATED AGENT IDENTIFICATION LEVELS.
8. THE ASSAY STRIP SHALL BE STORED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY. THE ASSAY STRIP SHALL BE STORED IN A CONTROLLED ENVIRONMENT WITH CONTROLLED TEMPERATURE AND HUMIDITY.
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FOR QUALITY ASSURANCE PROVISIONS
SEE QAPP-15-1924

CONTROL NUMBER	DATE	DESCRIPTION
5-15-1924	04-12-15	INITIAL RELEASE PER NICH 245-001-4001, DATED 04-24-07
5-15-1924	07-11-08	INITIAL RELEASE PER NICH 245-001-4001, DATED 07-11-08
5-15-1924	08-07-09	INITIAL RELEASE PER NICH 245-001-4001, DATED 08-07-09
5-15-1924	08-10-22	INITIAL RELEASE PER NICH 245-001-4001, DATED 08-10-22



CONTROL NUMBER

CONTROL NUMBER	DATE	DESCRIPTION
5-15-1924	04-12-15	INITIAL RELEASE PER NICH 245-001-4001, DATED 04-24-07
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5-15-1924	08-10-22	INITIAL RELEASE PER NICH 245-001-4001, DATED 08-10-22

ASSY STRIP CODE DESCRIPTIONS

ASSY STRIP	CODE DESCRIPTION	SEE
5-15-1924-001	LI	NOTE 5 AND 7
5-15-1924-002	LI	
5-15-1924-003	MS	
5-15-1924-004	CV	
5-15-1924-005	XI	
5-15-1924-006	UC	
5-15-1924-007	W	
5-15-1924-008	N	
5-15-1924-009	U	
5-15-1924-010	AR	
5-15-1924-011	LE	
5-15-1924-012	EV	
5-15-1924-013	OU	
5-15-1924-014	NI	
5-15-1924-015	TP (TRAINER POSITIVE)	
5-15-1924-016	TN (TRAINER NEGATIVE)	
5-15-1924-017	OS	

VENDOR ITEM DRAWING

DATE: 04-12-15
 DRAWN BY: MLO
 CHECKED BY: MLO
 TITLE: ASSAY STRIP ASSEMBLY
 PART NUMBER: 5-15-1924
 REV: 01

ASSAY STRIP ASSEMBLY

DATE: 04-12-15
 DRAWN BY: MLO
 CHECKED BY: MLO
 TITLE: ASSAY STRIP ASSEMBLY
 PART NUMBER: 5-15-1924
 REV: 01

ASSAY STRIP ASSEMBLY

DATE: 04-12-15
 DRAWN BY: MLO
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 PART NUMBER: 5-15-1924
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FOR QUALITY ASSURANCE PROVISIONS
SEE QAPP-15-1924

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ASSY STRIP CODE DESCRIPTIONS

ASSY STRIP	CODE DESCRIPTION	SEE
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5-15-1924-003	MS	
5-15-1924-004	CV	
5-15-1924-005	XI	
5-15-1924-006	UC	
5-15-1924-007	W	
5-15-1924-008	N	
5-15-1924-009	U	
5-15-1924-010	AR	
5-15-1924-011	LE	
5-15-1924-012	EV	
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5-15-1924-015	TP (TRAINER POSITIVE)	
5-15-1924-016	TN (TRAINER NEGATIVE)	
5-15-1924-017	OS	

VENDOR ITEM DRAWING

DATE: 04-12-15
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 PART NUMBER: 5-15-1924
 REV: 01

Section L, Attachment 5 – Antigen Concentrations**Antigen Product Demonstration Model Concentrations**

	Antigen 1	Antigen 2
Stock	4.19E8 cfu/ml	3.09E10 cfu/ml
Sensitivity	7E5 units/ml	3E6 units/ml
Antigen Response Curve Dilution 1	1E6	1E7
Antigen Response Curve Dilution 2	2E6	2E7
Antigen Response Curve Dilution 3	8E6	1E8

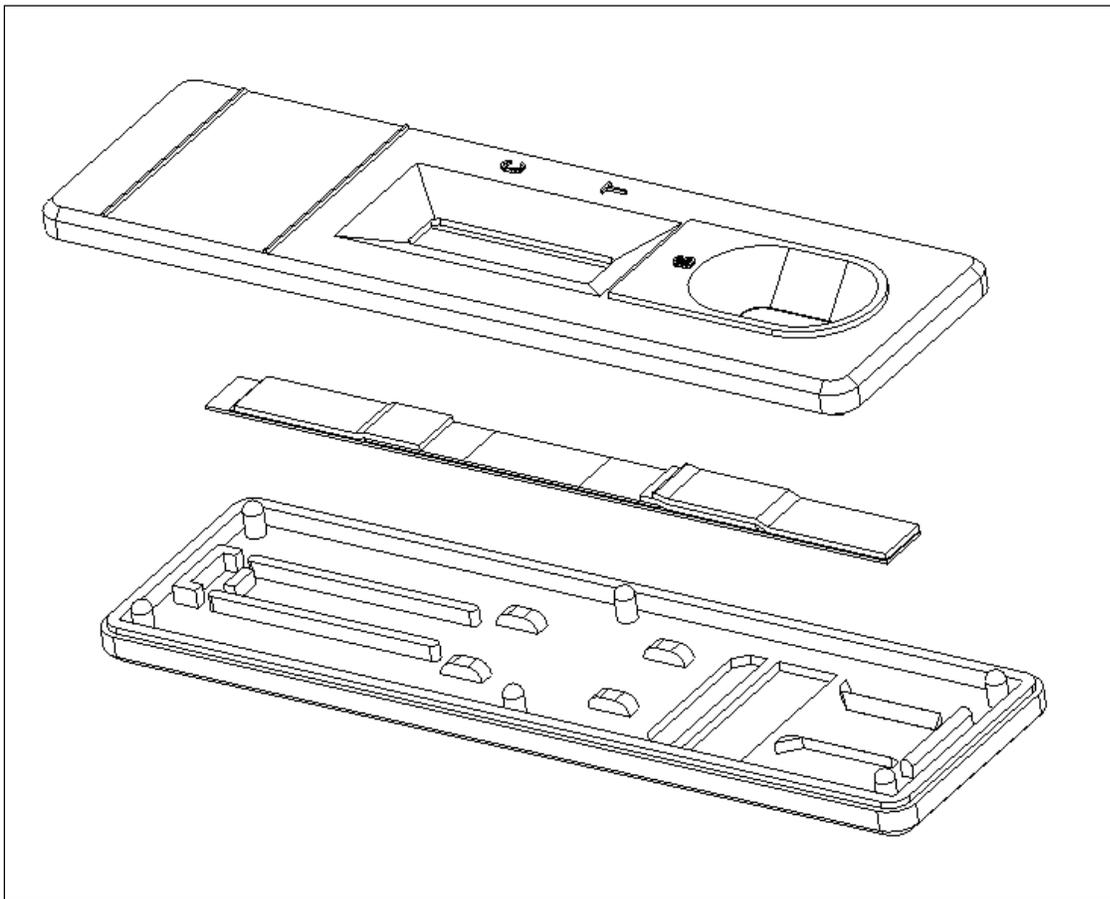
Section L, Attachment 6 – Cross Reactant panel

Product Demonstration Model

CRP#	Organism	CFU/ml Concentration	Stock	Test Conc.
CRP01	Aspergillus niger	2.33E+07	1 mg/ml	3 ug/ml
CRP02	Bacillus anthracis	4.19E+08	1 mg/ml	12 ug/ml
CRP03	Bacillus atrophaeus	1.29E+09	1 mg/ml	3 ug/ml
CRP04	Bacillus cereus	1.61E+08	1 mg/ml	6 ug/ml
CRP05	Bacillus thuringiensis	4.27E+08	1 mg/ml	6 ug/ml
CRP06	Brucella melitensis	2.70E+10	1 mg/ml	6 ug/ml
CRP07	BSA		1 mg/ml	3 ug/ml
CRP08	Burning diesel		1:10 in H2O	straight
CRP09	Burning vegetation		1:10 in H2O	dilute 1:1 in PBS and run straight
CRP10	Clostridium botulinum Toxoid A	1 mg/ml	1 mg/ml	3 ug/ml
CRP11	Coxiella burnetti	1.00E+09	0.13 mg/ml	3 ug/ml
CRP12	Erwinia herbicola	1.50E+10	1 mg/ml	3 ug/ml
CRP13	Escherichia coli	1.90E+09	1 mg/ml	3 ug/ml
CRP14	Francisella tularensis	3.09E+10	1 mg/ml	3 ug/ml
CRP15	Klebsiella pneumoniae	6.00E+11	1 mg/ml	3 ug/ml
CRP16	Loamy soil		1% in PBS	0.1% in PBS
CRP17	Malathion		5 mg/ml	1 mg/ml
CRP18	MS-2 (Phage)	5.25E+12	1.5 mg/ml	3 ug/ml
CRP19	Ovalbumin/Albumin	10 mg/ml	10 mg/ml	3 ug/ml
CRP20	Pseudomonas aeruginosa	5.15E+09	1 mg/ml	3 ug/ml
CRP21	Ricin	1 mg/ml	1 mg/ml	0.3 ug/ml
CRP22	Sage Pollen		4 mg/ml	3 ug/ml
CRP23	SEB toxoid	0.9 mg/ml	0.9 mg/ml	3 ug/ml
CRP24	Shewanella spp	4.25E+09	1 mg/ml	3 ug/ml
CRP25	Vaccinia	7.65E+08	1.8 mg/ml	12 ug/ml
CRP26	VEE	1.10E+10	No data	12 ug/ml
CRP27	Water			straight
CRP28	Yersinia pestis	3.02E+09	1 mg/ml	3 ug/ml
CRP29	Yersinia pseudotuberculosis	3.67E+09	1 mg/ml	3 ug/ml

Section L, Attachment 7 – PDM Assembly Instructions**Assembly Instructions for Product Demonstration Model (PDM):**

1. Each individual PDM requires a single Lateral Flow Immunoassay (LFI) strip that has been cut to the specifications provided in the Assay-Strip drawing (Attachment 3).
2. The LFI strip is positioned into the bottom half of the carrier. The strip shall be positioned membrane side up and the sample delivery pad should be placed under the sample delivery well.
3. Secure the plastic carrier by pressing the top and bottom halves together (**Figure1**).
4. Label each PDM in accordance with the procedure for labeling, packaging, and distribution of PDMs (Attachment 1).

Figure 1

Section L, Attachment 8 – PDM Labeling and Packaging Instructions**Labeling, Packaging, and Distribution of Product Demonstration Models (PDMs)****A: PDM Labeling and Packaging**

Individual PDMs shall be labeled with the antigen identification number, PDM identification number and manufacture date (mm/yy). Corporate information shall not be printed anywhere on the PDM packaging, to include, but not limited to corporate lot numbers and decals. Package one PDM into a heat-sealed, metallic, moisture-resistant pouch (e.g. VWR, 4x6', heat sealable, catalog number 89085-134) containing one desiccant (e.g. Multisorb Technologies, Inc. MiniPax Absorbing Packets). Each pouch shall be labeled with the antigen identification number, PDM identification number, manufacture date (mm/yy), and the special marking: "NOT FOR DIAGNOSTIC USE". Packaged PDMs shall be stored at 2-8 degrees Celsius. The Respondent shall be responsible for all labeling and packaging materials.

B: PDM Distribution

5. PDMs shall be shipped overnight (e.g., UPS or FedEx) to the Government at the address below.

Critical Reagents Program
ATTN: Melody Zacharko
57th Street, Building E3835
Aberdeen Proving Ground, MD 21010

In order to keep the PDM submission blinded, the return address label of the shipment shall be as follows (**DO NOT USE the corporate/laboratory address**):

ATTN: Leo Fratis
110 Thomas Johnson Dr
Frederick, MD 21702
Phone: (240)586-1523

6. PDMs shall be packaged under appropriate conditions to ensure that the product maintains 2-8°C storage conditions and to prevent damage to the product.
7. The shipment shall contain a packing list. The packing list shall be placed in a zip-lock bag to prevent damage and shall contain package contents (i.e., quantity of each type, antigen identification number, date of manufacture [mm/yy], and PDM identification number).
8. The outer package shall be labeled with "REFRIGERATE IMMEDIATELY UPON RECEIPT at 2-8°C. DO NOT FREEZE".
9. In order to keep the PDM submissions blinded, no corporate designation shall be included on any documentation or packaging sent to the CTL.

Section L, Attachment 9: Past Performance Information

PERFORMANCE INFORMATION

Provide the information this format requests for each program you describe below. Provide comments regarding your performance on the relevant programs you identify.

A. Company Name (Company/Division/Team Member): _____

B. Program Title: _____

C. Contract Specifics:

1. Contract Number: _____

2. Contract Type: _____

3. Period of Performance: _____

4. Contract \$ Value: _____

D. Brief Description Products and Efforts: _____

Agency Supported: _____

Scope of Participation: Prime _____ 1st Tier Sub _____ 2nd Tier Sub _____ Other _____

F. Primary Points of Contact: (Please provide current information on all individuals)

1. Customer Program Manager: (If scope of participation was as a subcontractor or was a commercial contract, provide Contractor's PM or equivalent employee's information)

Name: _____

Office: _____

Address: _____

Phone: _____

Email: _____

2. Procuring Contracting Officer (PCO) or Contract Administrator (if commercial):

Name: _____

Office: _____

Address: _____

Phone: _____

Email: _____

G. Address your execution of the program in terms of cost, schedule, and performance.

H. Describe the work performed and your business processes and procedures employed relative to the primary functional areas critical to the execution of the SOW.

I. Address any technical (or other) area about this program considered unique.

J. Address issues of complexity relative to the cited program.

K. Identify any significant problems encountered on the program and demonstrated corrective action taken.

In addition, the Government reserves the right to use alternative resources to gather past performance information.

Section L, Attachment 10: Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE
SOLICITATION NUMBER: W911QY-15-R-0018
WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION
IAW FAR 3.104

Please complete this questionnaire. Handwritten responses are sufficient. If you need more space than that provided, please attach additional pages or write on the back. Responses will be treated as source selection sensitive information. Scan and email the completed questionnaire to:

NAME: Mr. Leo Fratis
Office ATTN: ACC-APG NATICK CONTRACTING DIVISION
Address 110 Thomas Johnson Drive, Suite 240
 Frederick, MD 21702, USA
Telephone (240)586-1523
Email leo.j.fratis.civ@mail.mil

Explanation of codes:

CODE PERFORMANCE LEVEL

E **EXCEPTIONAL** – Performance meets contractual requirements and exceeds many requirements to the Governments benefit. The contractual performance of the elements being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V **VERY GOOD** – Performance meets contractual requirements and exceeds some requirements to the Government’s benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S **SATISFACTORY** – Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

M **MARGINAL** – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor’s proposed actions appear only marginally effective or were not fully implemented.

U **UNSATISFACTORY** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor’s corrective actions were ineffective.

N **NOT APPLICABLE** – Unable to provide a score. Performance in this area is not applicable to effort assessed.

Please complete the following identifying information and past performance assessment:

A. Contractor: _____

B. Contract number: _____

C. Period of Performance: _____

D. Negotiated price or cost at award: _____

E. Current estimated contract dollar amount: _____

F. Describe product acquired: _____

When Completed – Source Selection Information – See FAR 3.104

Circle the appropriate letter for each item on the questionnaire and provide supporting narrative.

ASSESSMENT ELEMENTS

(1) Contractor’s record of project management, manufacturing, non-clinical work, clinical work, consulting, etc. (as applicable)

E V S M U N

(2) Did the contractor deliver according to the agreed-to schedule? What were the causes of any schedule variances? Did the contractor require assistance to resolve any schedule problems?

E V S M U N

(3) How well did the contractor proactively manage schedule/performance/cost and risks?

E V S M U N

(4) What is your overall rating of the contractor’s performance?

E V S M U N

(5) Contractor’s cost control. Did the contractor deliver at the agreed-to cost/price? Describe the reasons for changes to contract value (e.g., scope changes, overrun/underrun, customer-imposed schedule changes, etc.)

E V S M U N

(6) Identify the contractor's overall strengths and weaknesses.

(7) Given the choice, would you award to this contractor again? Explain.

(8) Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract? Please identify contract/program and point of contact.

(9) Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

(If more comment space is needed, write on back, or attach pages.)

(10) Please provide organization, name, title, address, email, and phone number of the person completing this questionnaire.

Email _____
Phone _____ FAX _____

Section L, Attachment 11 - Small Business Participation Plan

1. All Offerors, both small and large businesses, are required to submit Small Business Participation Plan information in accordance with DFARS 215.304 that shall include the following:
2. Total Contract Value (including options): \$ _____
3. Dollar Value of your participation as a prime contractor: \$ _____
4. Dollar Value and Percentage of Total Contract Value of Subcontracts Planned For:

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

Each percentage above shall be accompanied by detailed supporting documentation regarding individual commitments, if any. Detailed explanations shall also be provided when the planned percentage falls short of the DOD goals.

NOTE: The sum of the dollar values and percentages of Small Non-Disadvantaged and Small Disadvantaged goals should equal the entries for the Total Small. However, the sum of all the percentages under Paragraph (4) need not equal 100% since the prime is not included and individual subcontractors/consultants may be counted towards more than one category. All percentages should use the TOTAL CONTRACT VALUE as a baseline.

- a. List principal supplies/services (be specific) planned to be subcontracted to:

	Name of Company	Type of Service/Supply
Large:		
Small Non-Disadvantaged:		
Small Disadvantaged:		
Small Woman Owned:		
Small HUB Zone:		
Small Veteran Owned:		
Small Service Disabled Veteran Owned:		

NOTE: For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

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

- c. **Extent of Commitment:** Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR, Part 19, as subcontractors/consultants, to included, signed (.pdf copy) teaming arrangements, if any as Appendix I to Volume IV, with no page limitations.

NOTE: In order to verify the veracity of the proposed goals, Offerors shall submit a .pdf copy of signed teaming arrangements as Appendix 1 to Volume IV, with no page limitations.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

M.1. BASIS FOR CONTRACT AWARD

Contract award will be made to that Offeror whose proposal offers the best overall value to the Government based on an integrated assessment of the non-cost and cost related factors. The evaluation factors include: Technical, Past Performance, Small Business Participation Plan, and Cost. The non-cost factors will be rated using color coding and adjectival scales. Cost will be evaluated, but the factor will not receive a color coded adjectival rating. Because this is a best-value procurement, the Government reserves the right to make an award to an Offeror other than the Offeror who submits the lowest total evaluated cost or highest rated proposal. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in Federal Acquisition Regulation (FAR) 15.306(a)). However, the Government reserves the right to conduct discussions and request proposal revisions if the Contracting Officer later determines them to be necessary. If a competitive range is established, the Government may limit the number of proposals to the greatest number that will permit an efficient competition amongst the most highly rated proposals. The Government intends to award one contract

The relative order of importance of evaluation factors is as follows: Technical (Product Demonstration Model, Manufacturing Capability, and Program Management) Factor is more important than Past Performance which is more important than Small Business Participation Plan and when combined are significantly more important than the Cost Factor ([Technical Factor > Past Performance Factor > Small Business Participation Factor] > Cost). Within the Technical Factor, the Product Demonstration Model (Section L, Attachment 2: Product Demonstration Model Plan) subfactor is more important than subfactors Manufacturing Capability and Program Management; which are equal (PDM subfactor > [Manufacturing subfactor = Program Management subfactor])

Any proposal that is evaluated as unacceptable in terms of any of the evaluation factors may be rejected for such reasons. Furthermore, any significant inconsistency between proposed Technical [Product Demonstration Model, Manufacturing Capability, Program Management], Past Performance, Small Business Participation Plan, and Cost submitted, if unexplained, may be grounds for rejection of the proposal due to an Offeror's misunderstanding of the work required or an inability to perform any resultant work under the contract. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal.

The Source Selection Authority (SSA) directs the Source Selection process and selects the Offeror whose proposal represents the "Best Value" to the Government. The SSA performs this analysis by comparing the strengths, weaknesses, and the cost/price of the competing proposals to determine which proposal represents the best value to the Government.

M.1.1 UNACCEPTABLE OFFERS. The Government may render any proposal unacceptable that includes as a minimum:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation.
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal that is unrealistically high or low in cost and/or unrealistic in terms of technical approach.

- c. Contains any unexplained significant inconsistency between the proposed effort and cost, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. Is unbalanced within the meaning of FAR Part 15, or is unbalanced as to costs for the first ordering period and for subsequent ordering periods where costs are significantly high or low for one given period versus another period.
- e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Instructions to Offerors of this solicitation.
- f. Cross references from one volume to another volume. All volumes shall be complete with no cross-referencing between volumes.

M1.2. RESPONSIBILITY. Pursuant to FAR 9.103, contracts will only be placed with contractors that the Contracting Officer determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any and all Offerors.

M.2. FACTORS AND SUBFACTORS TO BE EVALUATED

Proposals will be evaluated for Proposal and Performance Risk.

PROPOSAL RISK – Proposal risk assesses the Offeror’s approach to accomplish the Statement of Objectives (SOO). Proposal Risk will be evaluated using Risk Rating Scales independent from the Proposal Rating Scales (Adjectival Rating). Proposal risk will be assigned after completing Cost and Technical proposal reviews. An overall proposal risk ranking of Low (L), Moderate (M), or High (H) will be assigned.

PERFORMANCE RISK – Performance risk assesses the Offeror’s ability to successfully complete relevant capabilities and management/risk identification efforts to including the Offerors performance record (Past Performance), if applicable, on similar efforts. Overall performance risk will be assigned after completing Cost and Technical proposal reviews. A risk ranking of Low (L), Moderate (M), or High (H) will be assessed. If no past performance history exists, performance risk will be rated neutral (i.e., neither negative nor positive).

Performance Risk Ratings	
Rating	Description
Low	Has little potential to cause disruption of schedule or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

FACTOR 1 – TECHNICAL**SUBFACTOR 1 – PRODUCT DEMONSTRATION MODEL**

The Government will carry forward the results of the evaluation of PDMs manufactured with Critical Reagents Program reagent's (antigen/antibody) and tested by the Government-appointed Conformance Test Laboratory. A PDM identification number will be used in lieu of company name and will be carried forward through the evaluation process. The ratings will be released to Source Selection Evaluation Board only after proposals have been evaluated. The PDM is a onetime demonstration of the Offeror's ability to meet the performance criteria and is not subject to discussion or improvement.

PDM Factors will be scored using a Color/Adjectival rating scheme. The Color/ Adjectival ratings are defined below.

PDM Factor 1- Non-Specific Reactivity

Do the Antigen 1 and Antigen 2 PDMs each meet Government non-specific reactivity requirements?

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	There are no positive non-specific reactions.
Green	Acceptable	There is one positive non-specific reaction.
Red	Unacceptable	There is more than one positive non-specific reaction.

Determine composite rating for Non-Specific Reactivity.

- a. Any complementary PDM Factor ratings for Antigen 1 and Antigen 2 will result in an overall rating that is equivalent.
- b. If ratings do not agree than rating equals that of the lowest rating.
- c. Any Red/Unacceptable rating will result in an overall Red/Unacceptable rating for the entire PDM.

PDM Factor 2 - Sensitivity

Does the Antigen 1 PDM exhibit test line intensity that meets Government requirements at the indicated concentration?

Technical Ratings	
Color	Description
Pass	The average test line intensity is greater than or equal to 30 scan units.
Fail	The average test line intensity is less than 30 scan units.

Does the Antigen 1 PDM exhibit control line intensity that meets Government requirements at the indicated concentration?

Technical Ratings	
Color	Description
Pass	The average control line intensity is greater than or equal to 450 scan units.
Fail	The average control line intensity is less than 450 scan units.

Does the Antigen 2 PDM exhibit test line intensity that meets Government requirements at the indicated concentration?

Technical Ratings	
Color	Description
Pass	The average test line intensity is greater than or equal to 30 scan units.
Fail	The average test line intensity is less than 30 scan units.

Does the Antigen 2 PDM exhibit control line intensity that meets Government requirements at the indicated concentration?

Technical Ratings	
Color	Description
Pass	The average control line intensity is greater than or equal to 450 scan units.
Fail	The average control line intensity is less than 450 scan units.

Determine composite rating for Sensitivity.

- a. Any complementary PDM Factor ratings for Antigen 1 and Antigen 2 will result in an overall rating that is equivalent.
- b. If ratings do not agree then rating equals that of the lowest rating
- c. Any Red/Unacceptable rating will result in an overall Red/Unacceptable rating for the entire PDM.

PDM Factor 3 - Specificity

Do the Antigen 1 and Antigen 2 PDMs each meet Government specificity requirements?

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	No cross reactivity was identified.
Green	Acceptable	PDM exhibits cross reactivity with 1 - 3 members of a relevant environmental and biological specificity panel. Any or all of the replicates for a given panel member that develops a signal intensity equivalent to or greater

		than 30 CAMAG™ TLC-3 scanner units in the test window will render the PDM cross reactive for that Environmental/biological panel member.
Red	Unacceptable	PDM exhibits cross reactivity with greater than 3 members of a relevant environmental and biological specificity panel. Any or all of the replicates for a given panel member that develops a signal intensity equivalent to or greater than 30 CAMAG™ TLC-3 scanner units in the test window will render the PDM cross reactive for that Environmental/biological panel member.

Determine composite rating for Specificity.

- a. Any complementary PDM Factor ratings for Antigen 1 and Antigen 2 will result in an overall rating that is equivalent.
- b. If ratings do not agree than rating equals that of the lowest rating
- c. Any Red/Unacceptable rating will result in an overall Red/Unacceptable rating for the entire PDM.

PDM Factor 4 - Antigen Response

Do the Antigen 1 and Antigen 2 PDMs each meet Government antigen response requirements?

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	There is a significant difference in test line intensity between the lowest concentration and the middle concentration, AND a significant difference in test line intensity between the middle concentration and the highest concentration.
Green	Acceptable	There is a significant difference in test line intensity between EITHER the lowest concentration and the middle concentration, OR the middle concentration and the highest concentration.
Red	Unacceptable	There is no significant difference in test line intensity between any of the antigen concentrations.

4. Determine composite rating for Antigen Response.

- a. Any complementary PDM Factor ratings for Antigen 1 and Antigen 2 will result in an overall rating that is equivalent.
- b. If ratings do not agree than rating equals that of the lowest rating
- c. Any Red/Unacceptable rating will result in an overall Red/Unacceptable rating for the entire PDM.

The decision matrix for determining the overall PDM Evaluation Factor rating is as follows:

Combined Passing Scores						
	Non-Specific Reactivity	Sensitivity	Specificity	Antigen Response		Final Score
Score	Blue	Blue	Blue	Blue	➔	Blue
Score	Blue	Blue	Blue	Green	➔	Blue
Score	Blue	Blue	Green	Blue	➔	Blue
Score	Blue	Blue	Green	Green	➔	Green
Score	Green	Blue	Blue	Blue	➔	Blue
Score	Green	Blue	Blue	Green	➔	Green
Score	Green	Blue	Green	Blue	➔	Green
Score	Green	Blue	Green	Green	➔	Green

If any Red Rating is received for Non-Specific Reactivity, Sensitivity, Specificity and Antigen Response, then final rating is Unacceptable/Red

Overall PDM Rating definition

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	Three or more Outstanding/Blue ratings for Non-Specific Reactivity, Sensitivity, Specificity and Antigen Response rated then the rating is Outstanding /Blue if no Red Ratings received.
Green	Acceptable	Two or more Acceptable/Green ratings for Non-Specific Reactivity, Sensitivity, Specificity and Antigen Response rated then the rating is Acceptable/Green, if no Red Ratings received.
Red	Unacceptable	If any Red Rating is received for Non-Specific Reactivity, Sensitivity, Specificity and Antigen Response, then rating is Unacceptable/Red*.

SUBFACTOR 2 - MANUFACTURING CAPABILITIES

The Government will evaluate the Offeror’s ability to meet the manufacturing requirements outlined in the SOO. The proposed manufacturing effort including Subcontractors (if any) involved in production will be evaluated as follows:

Manufacturing Facility

The Government will evaluate whether the proposed manufacturing facility has temperature and humidity controlled manufacturing area, proper equipment, and adequate space to conduct operations specified in the Government's Statement of Objective (SOO). The Government will evaluate the proposed manufacturing facility's processes/procedures/stipulations to achieve Biosafety Level 2 containment and obtain or sustain Secret level DoD facility clearance.

Critical Standard Operating Procedures

The Government will evaluate the proposed critical standard operating procedures which may include, but are not limited to: receipt, inspection and inventory of GFM; supply of LFI strips; documentation of LFI strip yield; equipment preventative maintenance program; storage and delivery of components and products; temperature monitoring; training; disaster recovery; the proposed facility security monitoring; and protection of both the product and information technology.

Quality Control Procedures for LFI Manufacture

The Government will evaluate the proposed quality assurance system for its maturity and effectiveness to ensure quality LFI strips are manufactured and delivered to the Government. Specifically, the Government will evaluate the Offeror's plan for quality standards in facilities, equipment, personnel, methods, practices, records and controls.

The Government will evaluate the Offeror's quality control procedures to assure that products are manufactured in accordance with Government requirements as outlined in the SOO.

Configuration Management Plan

The Government's will evaluate whether the proposed Configuration Management Plan outlines detailed procedures for making changes to Government and Contractor controlled documents and procedures.

SUBFACTOR 2 – PROGRAM MANAGEMENT

Statement of Work (SOW)

The Government will evaluate whether the proposed SOW is based upon the SOO and includes all relevant efforts needed to successfully execute the contract requirements.

Program Management Plan

The Government's will evaluate whether the proposed management approach is described in sufficient detail including managing and integrating various aspects of the proposed effort relating to manufacturing so the Government may assess associated risks; approach to managing and interfacing with key Subcontractors; and extraordinary management relationships or techniques. The Government will evaluate the proposed risk management strategies.

Quality Management System

The Government will evaluate the proposed Quality Assurance Plan for inclusion of quality standards in the following areas: facilities, equipment, personnel, methods, practices, records, controls, and procedures to ensure appropriate corrective action in response to nonconforming material and in response to

Government relayed End Item Assembler or quality deficiency report. The Government will evaluate the First Article and Production Article Sampling Plan.

Personnel Qualifications

The Government's will evaluate the Curriculum Vitae and bibliographic data of the Program Manager and other Key Positions such as Directors (or equivalent) of QA/QC, Risk Management and Manufacturing for relevant/appropriate experience and training to ensure successful contract performance. Curriculum Vitae and bibliographic data for Consultants and Subcontractor Key Positions will be evaluated for the same information.

Rating Definitions: These rating are specific to Offeror's proposals.

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

FACTOR 2 – PAST PERFORMANCE

The Government's evaluation will include an analysis of the Offeror's description of relevant ongoing and previous (preceding three years only) relevant Government contracts. If the Offeror has limited government contract experience, the Government will evaluate the Offeror's description of similar contracts with commercial entities, local and/or state governments. This evaluation will include analysis of the Offeror's detailed discussion of experience manufacturing quality products.

Rating definitions:

There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts.

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

The Government will also evaluate the Offeror's Past Performance Questionnaire(s) submitted to the Government by the Offeror's Reference(s). The Offeror is responsible for ensuring Reference(s) Questionnaire submission(s). Failure to receive these data from References shall result in a reduced past performance evaluation.

FACTOR 3 – Small Business Participation Plan

The Government will evaluate the Offeror's Small Business Participation Plan (template, Section L) in accordance with DFARS 215.304 requirements. Failure to receive this plan when required shall result in a deficiency.

Small Business Participation Plan Ratings:

Small Business Participation Plan Ratings		
Color	Rating	Description
Green	Acceptable	Participation plan clearly shows a commitment to small business participation.
Red	Unacceptable	Participation plan does not clearly show a commitment to small business participation.

FACTOR 4 – Cost

The Government will evaluate the price proposed by the Offeror for performing all requirements outline in the RFP. The Offeror's total price will be equal to the unit price times the maximum quantity for each CLIN for base and four option years.