

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1   42
2. CONTRACT (Proc. Inst. Ident.) NO. W911SR-11-D-0003		3. EFFECTIVE DATE 22 Sep 11		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACTING DIVISION E-465 LEITZAN ROAD ABERDEEN PROVING GROUND MD 21010-5401		CODE W911SR	6. ADMINISTERED BY (If other than Item 5) DCMA MARYLAND - S2101A 217 EAST REDWOOD STREET SUITE 1203 BALTIMORE MD 21202-5299		CODE S2101A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) S M RESOURCES CORPORATION, INC. NEELU MODALI 10104 SENATE DR STE 202 LANHAM MD 20706-4393			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT
CODE 3GRB1			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM
11. SHIP TO/MARK FOR EDGEWOOD CHEMICAL & BIOLOGICAL CENTER JOHN BARCZAK BUSINESS SERVICE OFFICE E5183 BLACKHAWK RD BLDG E3947 (RDCB-DPO-PC) APG-EA MD 21010-5424		CODE W91B94	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ338
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					
15G. TOTAL AMOUNT OF CONTRACT					<b>\$0.00</b>
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return... <i>comes to issuing office</i> ) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. ( <i>Attachments are listed herein.</i> )			18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>W911SR-09-R-0018-0001</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) <u>Neelu Modali CEO</u>			20A. NAME OF CONTRACTING OFFICER <u>Sherry L. Compton, Contracting Officer</u> TEL: _____ EMAIL: _____		
19B. NAME OF CONTRACTOR BY <u>[Signature]</u> (Signature of person authorized to sign)		19C. DATE SIGNED <u>9/22/2011</u>	20B. UNITED STATES OF AMERICA BY <u>Sherry L. Compton</u> (Signature of Contracting Officer)		20C. DATE SIGNED <u>22 Sep 11</u>

Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES AND PRICE

B.1 TYPE OF CONTRACT

This is an Indefinite Quantity/Indefinite Delivery (IDIQ) contract with Cost Plus Fixed Fee and Firm Fixed Price task orders.

B.2 CONTRACT MINIMUM AND MAXIMUM QUANTITIES (EFFORT)

Pursuant to FAR Clause 52.216-22, entitled: Indefinite Quantity, the contract Minimum and Maximum Quantities (effort) shall be task orders with dollar values as follows:

Minimum quantity/value: \$100,000.00

Maximum quantity/value: \$48,500,000.00.

B.3 Cost Principles and Procedures.

The Cost principles and procedures in subpart 31.2 of the FAR are incorporated herein by reference for determining reimbursable cost per FAR 31.103(b).

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Env. Sciences Support Services CPFF Environmental Sciences Support Services FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
			TOTAL MAX COST + FEE		\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Env. Sciences Support Services FFP Environmental Sciences Support Services FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00 NTE

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contractor Manpower Reporting	UNDEFINED			NSP
<p>The Contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract per paragraph C.3.7.5 of the attached Statement of Work.</p> <p>FOB: Destination</p>					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004					NSP
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Contract Data Requirement

See Paragraph C.3.7.4 of SOW  
FOB: Destination

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NET AMT

## Section C - Descriptions and Specifications

STATEMENT OF WORK**SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK STATEMENT****TITLE: U.S. ARMY EDGEWOOD CHEMICAL BIOLOGICAL CENTER (ECBC) ENVIRONMENTAL SCIENCES SUPPORT SERVICES CONTRACT**C.1.0 Scope.

## C.1.1 Background.

C.1.1.1 The Edgewood Chemical Biological Center (ECBC) provides executive management of Army and Joint Service Nuclear, Biological, and Chemical (NBC) defense research development, and engineering programs for NBC defense systems, and serves as the single executive agent throughout each program's life cycle. The ECBC is headquartered at the Edgewood Area of Aberdeen Proving Ground (APG), Maryland.

C.1.1.2 Objective. The objective of this contract is to obtain environmental, safety, health, and research support for operations at ECBC activities. Environmental support will be in the form of sample collection analysis using Government instrumentation in fixed and mobile laboratories. Safety and health support will be in the form of site inspections at workplaces using chemical agents, biological agents and other hazardous materials. Research support will be in the form of scientific research into the environmental fate, effects, and detection of chemical and biological agents.

C.2.0 Applicable Documents. For the purposes of this performance SOW, "Required", as it applies to this paragraph, means that the requirements contained in the directly cited document are contractually applicable to the extent specified. The term "For Guidance Only" means the document is not contractually required and is provided for guidance and information only. Documents specified below are required unless otherwise specified. (Additional documents will be referenced in individual task orders.)

C.2.1 Military Handbook(s).

C.2.1.1 MIL-HDBK-245D, Handbook for Preparation of Statement of Work, 3 April 1996. (For Guidance Only.)

C.2.2 Other Government Documents.

C.2.2.1 Environmental Protection Agency (EPA) SW 846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, Revision 6, February 2007.

(This publication is available from: <http://www.epa.gov/epawaste/hazard/testmethods/sw846/online/index.htm>.)

C.2.2.2 Army Regulation (AR) 385-10, the Army Safety Program, 27 August 2007 (rapid action revision effective 7 November 2008).

C.2.2.3 Department of the Army Pamphlet (DA Pam) 385-69, Biological Defense Safety Program, 31 December 1993.

(ARs may be obtained from: <http://www.army.mil/usapa/epubs/index.html>.)

C.3.0 Requirements.

C.3.1 Tasks: The Contractor, as an independent contractor and not as an agent of the Government, shall furnish the necessary resources (except for those delineated in the separate task orders as Government furnished property or assistance), to accomplish tasks of the types set forth below.

C.3.1.1 Subtask 1: Scientific Research.

C.3.1.1.1 The Contractor shall determine and identify the environmental fate and effects associated with standard and candidate chemical agents and materiel, the breakdown reaction products, and the mechanisms of reaction.

C.3.1.1.2 The Contractor shall perform literature searches and survey technology based on standard and candidate chemical and biological (CB) agents. The Contractor shall use this information to supplement the fate and effect data determined in C.3.1.1.1.

C.3.1.2 Subtask 2: Engineering Design.

C.3.1.2.1 The Contractor shall develop non-complex equipment or mechanical components, engineering designs, drawings and specification requirements for monitoring, disposal and demilitarization equipment IAW ELIN B001

C.3.1.2.2 The Contractor shall review and prepare commercial engineering drawings for monitoring, disposal and demilitarization equipment IAW ELIN B001.

C.3.1.3 Subtask 3: Fabrication Services.

C.3.1.3.1 The Contractor shall fabricate, assemble, modify, and complete prototype hardware systems for:

- a. Fixed and mobile environmental testing and monitoring;
- b. Waste collection and management; and
- c. The demilitarization of military chemical protective equipment.

C.3.1.4 Subtask 4: Process Development.

C.3.1.4.1 The Contractor shall develop collection, management, and disposition processes for:

- a. Military unique materiel;
- b. Waste or surplus chemical compounds; and
- c. Waste minimization consistent with pollution prevention.

C.3.1.4.2 The Contractor shall:

- a. Develop chemical process equipment designs, material flow diagrams, piping plans, and process control instrumentation;
- b. Calibrate, maintain, and operate process engineering equipment and facilities at the Edgewood Area of APG, MD;
- c. Perform decontamination, minimization, and demilitarization of chemical materiel.

C.3.1.5 Subtask 5: Testing (Environmental Sampling and Analysis).

C.3.1.5.1 The Contractor shall:

- a. Design environmental quality and compliance tests and prepare test plans in accordance with (IAW) task order specified formats;
- b. Develop new methods for the environmental testing of materiel;
- c. Document test results and evaluations, and submit test reports IAW task order specified formats;
- d. Develop chemical reference spectra;

- e. Evaluate innovative chemical instrumentation;
- f. Develop air monitoring and soil analysis plans; and
- g. Review, validate and perform quality checks of operations IAW International Standards Organization (ISO) and Chemical Agent Standard Analytical Reference Material (CASARM) requirements and guidelines.

C.3.1.5.2 The Contractor shall analyze and test chemical materiel, air, water, soil, and other solid media samples for Chemical Warfare Material (CWM) as it applies to human safety and environmental hazards. Tests shall be IAW the EPA SW-846 or as specified in the individual task orders.

C.3.1.5.3 The Contractor shall perform sampling and analysis for Resource Conservation and Recovery Act (RCRA) characterization, toxic pollutants, and hazardous substances at Government and Contractor laboratory, test, production, maintenance, depot, and demilitarization facilities within the continental United States (CONUS).

C.3.1.6 Subtask 6: Measuring and Test Equipment (Calibration and Maintenance of Chemical Instrumentation).

C.3.1.6.1 The Contractor shall calibrate, maintain in operational status, and be responsible for the Government furnished measuring, test and support equipment used in conjunction with the tasks awarded under this contract. The Government-furnished equipment (i.e., flow meters, balances, thermometers, regulators, zero air generators, water bath, centrifuge and other future identified instruments) and testing will be specified in each task order. The calibration and maintenance work shall include filter systems, hood certification and Vapor Control System (VCS) testing.

C.3.1.6.2 The Contractor shall identify, calibrate and adjust chemical instrumentation (i.e., miniature chemical agent monitors (MINICAMS), Gas Chromatograph (GC), Gas Spectrometer Mass Spectrometer (GC/MS), Fourier Transform Infrared (FTIR) Spectroscopy and other future identified instruments) at prescribed intervals, or prior to use, against nationally recognized standards, e.g. National Institute of Standards and Technology. If no standards exist, the basis used for calibration shall be as specified by the Government and as required by an individual task order.

C.3.1.6.3 The Contractor shall establish, document, and maintain calibration procedures, including details of equipment type, identification number, location, frequency of checks, check method, acceptance criteria, and the action to be taken when results are unsatisfactory.

C.3.1.6.4 The Contractor shall ensure that all measuring and test equipment is accurate and precise to the applicable standards identified by the individual Task Order.

C.3.1.6.5 The Contractor shall apply to the measuring and test equipment a label or indicator which identifies the item and shows a record of the approval for the calibration status.

C.3.1.6.6 The Contractor shall maintain calibration records for measuring and test equipment. Calibration records shall be made available for review by the Government.

C.3.1.6.7 The Contractor shall, when measuring and test equipment is found to be out of calibration, review the documents for prior calibration testing and determine whether or not the previous inspection results are valid.

C.3.1.6.8 The Contractor shall verify from the instrument operating procedures that environmental conditions are suitable for the particular calibrations, measurements, and tests being carried out. The particular operating conditions shall be recorded as part of the calibration record.

C.3.1.6.9 The Contractor shall ensure that the handling, preservation, and storage of measuring and test equipment is such that the accuracy and fitness for use is maintained.

C.3.1.6.10 The Contractor shall safeguard all measuring and test equipment from adjustments which would invalidate the calibration setting.

C.3.1.6.11 The Contractor shall calibrate, maintain, and operate process engineering equipment and facilities at the Edgewood Area of APG, MD. The contractor shall perform decontamination and minimization of chemical materiel generated during sample analysis prior to disposal.

C.3.1.7 Subtask 7: Plans and Systems Analysis.

C.3.1.7.1 The Contractor shall prepare a simulation model and a calculation of contamination levels and effects around laboratory, test, production, maintenance, depot, and demilitarization facilities within the continental United States (CONUS).

C.3.1.7.2 The Contractor shall perform maximum credible event analysis (e.g. worst case accidental upset).

C.3.1.7.3 The Contractor shall assess the environmental and occupational safety impact of long and short term exposure to chemical contaminants.

C.3.1.8 Subtask 8: Safety, Surety, Health and Security Planning, Audits, and Inspections.

C.3.1.8.1 The Contractor shall perform and document hazard analyses associated with chemical agent, biological organisms and toxins, radiation and industrial operations, projects, and facilities.

C.3.1.8.2 The Contractor shall define criteria and processes to reduce hazards to personnel and the environment in laboratory facilities.

C.3.1.8.3 The Contractor shall identify chemical and physical properties of materials used in projects or facilities.

C.3.1.8.4 The Contractor shall develop plans and standing operating procedures (SOPs) for the safe removal, storage, use, and accountability of chemical agents and hazardous materials.

C.3.1.8.5 The Contractor shall prepare and analyze chemical accident and incident documentation, access control procedures, and security plans. The Contractor shall maintain chemical agent accountability records for use and disposal of the near-drinking water level of agent concentration. The Contractor shall work under the same controls as the Government regarding chemical agents and hazardous materials.

C.3.1.8.6 The Contractor shall perform safety inspections of laboratory, industrial, warehouse, and storage facilities and field sites assigned to the Edgewood Chemical Biological Center (ECBC). The task order will specify the Occupational Safety and Health Administration (OSHA) safety standards to be used as criteria.

C.3.1.8.7 The Contractor shall assure that the laboratory hoods and hood alarms in ECBC are in compliance with Department of Army (DA) and OSHA regulations and guidelines.

C.3.1.8.8 The Contractor shall make recommendations to the ECBC Safety and Health Office whether to certify laboratory hoods as safe to use or not according to OSHA and Army regulations and guidelines.

C.3.1.8.9 The Contractor shall input data into a database of actively used and inactive laboratory hoods for the ECBC Safety and Health Office.

C.3.1.8.10 The contractor shall identify and document safety and security risks (potential safety and security hazards) that are associated with laboratory operations, project performance, or facilities.

C.3.1.8.11 The Contractor shall evaluate existing, or prepare new, security design criteria and define ways to reduce risks and hazards for Government review and approval.

C.3.1.8.12 The Contractor shall operate a chemical materiel inventory system and a hazardous waste tracking system. The material inventory system tracks orders, purchases, distribution, and storage of hazardous chemicals. The waste tracking system tracks storage and disposal of obsolete, out-of-date, and unwanted chemicals and wastes in compliance with the Resource Conservation and Recovery Act (RCRA) and other environmental regulations and pollution prevention programs as specified by the Government.

C.3.1.9 Subtask 9: Environmental Activities (Waste, Materiel Disposal and Handling).

C.3.1.9.1 The Contractor shall perform first entry (initial) and in-process (during) chemical agent air monitoring for activities conducted at chemical agent materiel storage sites.

C.3.1.9.2 The Contractor shall test and assess the design, integrity, and effectiveness of facility waste and effluent controls, sewer and drain lines, disposal systems, and monitoring systems.

C.3.1.9.3 The Contractor shall develop an air, water, and soil sampling plan.

C.3.1.9.4 The Contractor shall identify methods for reducing environmental risks during the process of decontamination, demilitarization, and disposal of toxic compounds, end-item materiel, and process equipment.

C.3.1.9.5 The Contractor shall identify strategies and prepare documentation for obtaining RCRA permits for various storage and treatment facilities within the continental United States (CONUS).

C.3.1.9.6 The Contractor shall develop demilitarization plans and recommend improvements to existing demilitarization plans. The Contractor shall develop facility disassembly and disposal plans.

C.3.1.9.7 The Contractor shall develop procedures and instructions for disposal and demilitarizing of materiel and for hazardous waste treatment and minimization. This shall include classifying items for demilitarization, i.e. determining the extent to which components are hazardous waste or non-hazardous waste and the disposal options for each.

C.3.1.9.8 The Contractor shall develop storage tank removal plans, conduct sampling and analysis on the tank's unknown contents and the surrounding media of soil or concrete.

C.3.1.9.9 The Contractor shall prepare tank closure plans and required documentation for these actions for Government review and approval.

C.3.1.9.10 The Contractor shall prepare and conduct training that is in compliance with environmental laws and regulations at Government facilities with a certified and qualified environmental instructor. The Contractor shall prepare and conduct operation and field equipment training that is in compliance with applicable laws and regulations at Government facilities with a certified and qualified instructor.

C.3.1.9.11 The Contractor shall perform the following activities at laboratory, test, production, maintenance, depot, and demilitarization facilities:

- a. Prepare National Environmental Policy Act (NEPA) documentation, closure plans, and hazard risk assessments (HRAs) for operations being planned or performed;
- b. Conduct record searches on past operations;
- c. Conduct pre-operational and historical surveys; and
- d. Conduct environmental audits and inspections.

C.3.1.10 Subtask 10: Meetings, Conferences, Demonstrations, and Symposia.

C.3.1.10.1 The Contractor shall organize and conduct meetings, conferences, demonstrations and symposia for the U.S. Army Research, Development and Engineering Command (RDECOM) and ECBC projects or programs for presentation to a diverse audience or to Government personnel.

C.3.1.10.2 The Contractor shall generate pamphlets, visual aids and briefing packages for presentations for Government review and approval.

C.3.1.11 Subtask 11: Support for Chemical Services and Operations.

C.3.1.11.1 The Contractor shall operate, service, and maintain chemical support operations for ECBC at chemical equipment maintenance and issue activities.

C.3.1.11.2 The Contractor shall operate, and maintain accountability of personal protective clothing, ammunition, and ammunition-related items databases.

C.3.1.12 Subtask 12: Environmental Planning and Operations.

C.3.1.12 .1 The Contractor shall maintain and operate the Laboratory Information Management System (LIMS) regarding performance of the sample collection and analysis and screening analysis of environmental samples for chemical agent materials and performance of characterization analysis.

C.3.1.12 .2 The Contractor shall maintain and operate an off-the-shelf PC-based scheduling system to coordinate assignments of analysts and technicians for supporting off-post remediation efforts and enter information from sample tags into the Horizon Laboratory Information System (HLIS). The system utilizes the Internet to facilitate scheduling and checking of busy and free times for workers.

C.3.1.13 Subtask 13: Safety and Security.

C.3.1.13.1 The Contractor shall support the implementation of a biological safety program and biological surety program IAW AR 385-10. This assistance shall include laboratory inspections, review of SOPs, hazard analysis, incident analysis, safety plan development, and operator training.

C.3.1.13.2 The Contractor shall support the Physical Security Office with implementation of the Biological Physical Security Program IAW the draft AR 190-17 and 42 CFR 73.

C.3.1.13.3 The Contractor shall assist the Physical Security Office with the Chemical Physical Security Program IAW AR 190-59.

C.3.1.14 Subtask 14: Administrative and Clerical.

C.3.1.14.1 The Contractor shall provide administrative and clerical support to prepare and maintain all required documentation in support of all tasks contained within this performance SOW.

C.3.2 Assignment of Task Orders.

C.3.2.1 The Contractor shall commence work upon creation of specific task orders by the Contracting Officer.

C.3.2.2 Urgent Tasks. When the task is of urgent need and the value of the proposed work is estimated to be less than \$100,000.00, the Contracting Officer will forward the proposed task order to the contractor for evaluation view overnight mail, electronic mail, or facsimile transmission. Within 48 hours of receipt of the proposed task order, the Contractor shall submit to the Contracting Officer by electronic mail, a preliminary proposal. If the proposal is considered realistic, reasonable, and acceptable, the Contracting Officer may initiate a task order to commence work after satisfying all applicable statutory and regulatory requirements.

### C.3.3 Performance of Tasks.

C.3.3.1 The Contractor shall identify all correspondence, reports, drawings, and other pertinent papers furnished under the contract with the contract number and appropriate task order number.

C.3.3.2 Changes to task orders shall be made by the Contracting Officer only by task order modifications. The Contractor shall not deviate from the task order at the direction of any individual other than the Contracting Officer. Only the Contracting Officer has the authority to make such changes.

C.3.3.3 Cost Accounting. The Contractor shall segregate, account for, and voucher cost by individual task order.

C.3.4 Travel. The Contractor shall travel as follows: (An average trip shall be two (2) weeks.)

C.3.4.1 Continental United States (CONUS) Travel. The Contractor shall travel to various Formerly Used Defense (FUD) sites during the performance of this contract. This effort shall require support at multiple sites simultaneously. Travel locations, duration and personnel requirements will be identified in the individual task orders.

C.3.4.2 Outside the Continental United States (OCONUS) Travel. The Contractor shall travel to OCONUS sites during the performance of this contract. Travel locations, duration and personnel requirements will be identified in the individual task orders.

C.3.4.2.1 Passports. Contractor personnel shall have a valid passport and three (3) photographs with each visa application. All necessary paperwork for visas will be prepared by the US Government. Passport information and photographs shall be submitted to the Contracting Officer's Representative (COR) assigned to the task order requiring OCONUS travel upon award of the task order so that the required paperwork can be prepared.

C.3.4.2.2 Personnel Requirements. The Contractor shall provide two (2) individuals to travel with US Government personnel on OCONUS missions.

C.3.4.2.3 Transportation. The Contractor shall coordinate all transportation and lodging arrangements with the Government.

C.3.4.3 The Contractor shall provide support to US Government personnel as follows: pack and unpack all equipment; inspect all equipment for damage during shipment; report to the US Government personnel all equipment damage; support the US Government personnel in setting up all equipment and in conducting real time monitoring.

C.3.4.4 Overtime. During peak periods or programs that have mandatory time constraints for reporting results, the Contractor shall be required to work more than an eight (8)-hour day. These periods will require, on average, ten (10) hours of overtime per week (Monday through Friday) per trip throughout the duration of the task.

C.3.4.5 The Contractor shall provide individuals who possess a Commercial Driver's License when required by individual task order.

C.3.4.5.1 The Contractor shall maintain a record for each employee involved in the transportation program. This includes copies of all documents, such as: safe driving record, a valid driver's license, current motor vehicle bodily-injury liability and property damage insurance.

C.3.4.5.2 The Contracting Officer's Technical Representative (COTR) maintains vendor certificates and contract records. State driving records, license verification, training, and insurance will be reviewed by the COTR on an annual basis or as required by an individual task order. The COTR must provide approval prior to contractor assignment of a new contract driver, upon an accident event, and at any other time at the discretion of the COTR.

C.3.5 Safety. The Contractor shall coordinate with the Safety and Health Office for work involving hazardous items, chemical or biological agents, toxins, known or suspect carcinogens or radiation emitting sources. The Safety and Health Office points of contact will be provided by the COR upon contract award.

C.3.6 Security.

C.3.6.1 This contract is unclassified.

C.3.6.2 The contractor shall not use foreign nationals on this contract unless approved by the Contracting Officer. When requesting approval, the contractor shall furnish full name, date of birth, place of birth, citizenship, registration number, type of visa, port of entry, and type of position in which employee will be utilized. Previously approved foreign nationals must be re-approved if the nature of their work under this contract differs from that performed under the prior year's contract. The Contractor shall submit a copy of the work visa or green card with an abbreviated Curriculum Vitae and a justification to the Contract Specialist for review by the Security Office and subsequent approval by the Contracting Officer.

C.3.6.3 The contractor shall provide individuals who possess a favorable National Agency Check (NAC) or higher and the ability to obtain and maintain a mobility badge, exchange badge, and computer access to DOD computer systems and local area networks.

C.3.7 Administration.

C.3.7.1 The contractor shall provide progress reports in accordance with (IAW) Exhibit Line Item Number (ELIN) A001.

C.3.7.2 The contractor shall provide a final comprehensive report IAW ELIN A002. The final report shall include detailed descriptions of the work accomplished.

C.3.7.3 For all publication(s) of a technical paper or presentation resulting from this contract, the Contractor shall make attribution to, and include as a co-author, those Government personnel who made research contributions to the contract subject matter being published in the same manner and to the same extent as the principle author would do for its own peers, assistants, or students.

C.3.7.4 Each task order assigned to the Contractor will have specific identified contract deliverables on the Contract Data Requirements Lists (CDRL). Deliverable items and Government furnished materials and assistance will be specified in each task order. As a minimum, each task order will require the Contractor to prepare and submit monthly progress reports.

C.3.7.5 Contractor Manpower Reporting. The Contractor shall perform manpower reporting as follows:

C.3.7.5.1 The contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract using the format provided at the following web address: <https://cmra.army.mil>. The Contractor shall report directly to the website. The Contractor shall include the following:

Contract Number (W911SR-09-D- )  
Requiring Activity Unit Identification Code (W91B94)  
Command (Edgewood Chemical Biological Center)  
Contractor Contact Information  
Federal Service Code  
Direct Labor Hours  
Direct Labor Dollars  
Location Information

C.3.7.5.2 The Contractor shall provide the estimated total cost (if any) (CLIN 0003) incurred to comply with this reporting requirement. The reporting period shall be the period of performance not to exceed 12 months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year.

C.3.8 On-Site Workers. Except where otherwise specified in an individual task order, for contractor personnel working on-site, the Contractor shall appoint a Program Manager, who shall have authority over and responsibility for their Contractor personnel. In the absence of the Program Manager, an Alternate shall be appointed by the contractor to serve as Program Manager. In accordance with FAR 37.104(d), the Contractor shall not perform personal services. The Government will coordinate with the Contractor’s program manager for assignment of work tasks to on-site contractor personnel. The contractor support personnel working on-site shall:

C.3.8.1 Implicitly consent to Government searches, monitoring and surveillance, including audio and video recording of actions and conversations while entering and working on the Government facility.

C.3.8.2 Wear a Common Access Card (CAC) or a DA Form 1602, Contractor Identification Card, attached above the waist or on a lanyard around the neck at all times while in any Government-owned or controlled building or facility.

C.3.8.3 Wear a company-provided picture badge if a CAC is not available. The picture badge shall contain the employee’s name, company name, and a badge issue and expiration date.

C.3.8.4 Label contractor workstations and offices with employee and company name.

C.3.8.5 Identify themselves as a contractor when answering government telephones. All email shall have an auto-generated caveat in the name field that distinctly identifies the person as a contractor.

C.3.8.6 Not sign memoranda or other documents which in any way implies that they are making a decision on behalf of the Government.

C.3.8.7 Not attend meetings as the sole representative of ECBC with the Department of the Army (DA), DoD or other agencies.

C.3.8.8 Identify themselves as a contractor employee at the start of all meetings.

C.3.9 Performance Outcomes. The outcomes to be satisfied under this contract include high quality, cost effective performance with consistent adherence to schedule requirements in meeting environmental monitoring laboratory support needs. A general Quality Assurance Surveillance Plan (QASP) is provided as guidance (as Attachment 1 to Section J). However, the contractor’s performance will be assessed using a QASP specific to each task order.

C.3.10 List of Acronyms.

APG	Aberdeen Proving Ground
AR	Army Regulation
CAC	Common Access Card
CASARM	Chemical Agent Standard Analytical Reference Material
CB	Chemical and Biological
CDRL	Contract Data Requirement List
CFR	Code of Federal Regulations
CONUS	Continental United States
COR	Contracting Officer’s Representative
DA	Department of the Army
DID	Data Item Description
DOD	Department of Defense

DSL	Document Summary List
ECBC	Edgewood Chemical Biological Center
ELIN	Exhibit Line Item Number
GC	Gas Chromatograph
EPA	Environmental Protection Agency
GS/MS	Gas Chromatograph/Mass Spectrometer
FOUO	For Official Use Only
FTIR	Fourier Transform Infra-Red
FUD	Formerly Used Defense
HRA	Health Risk Assessment
IAW	In accordance with
ISO	International Standards Organization
LIMS	Laboratory Information Management System
NBC	Nuclear, Biological, and Chemical
NEPA	National Environmental Policy Act
OCONUS	Outside the Continental United States
OPSEC	Operational Security
OSHA	Occupational Safety and Health Administration
RCRA	Resource Conservation and Recovery Act
RDECOM	Research, Development and Engineering Command
SOO	Statement of Objectives
SOP	Standing Operating Procedure
SOW	Statement of Work
US	United States
VCS	Vapor Control System

CLAUSES INCORPORATED BY FULL TEXT

RDECOM CC 001-10

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

The required information includes:

- (1) Unit Identification Code (UIC) of the Army Requiring Activity that would be performing the mission if not for the contractor: \_\_\_\_\_ (Enter the Army Requiring Activity's UIC here).
- (2) Command of the Requiring Activity that would be performing the mission if not for the contractor: \_\_\_\_\_ (Enter Command of the Requiring Activity here).

- (3) Contracting Officer (KO) and contact information: \_\_\_\_\_ (Enter KO's name, phone number, and email address).
- (4) Contracting Officer's Representative (COR) and contact information: \_\_\_\_\_ (Enter COR's name, phone number, and email address).
- (5) Federal Service Code (FSC) reflecting services provided by contractor (and separate FSC for each subcontractor if different). If there are multiple FSCs for an Order number, enter a separate data record for each FSC.
- (6) Location where contractor and subcontractor(s) perform the service, including the city, state, zip code, and country. When service is performed at an overseas location, state only the city and country. If there are multiple Locations for an Order number, enter a separate data record for each Location. (Note: If there are many location records that need to be entered, the Bulk Loader function is available which allows the transfer of information from a contractor's system to the secure web site. The Bulk Loader Template and Bulk Loader Instructions may be downloaded from the web site.)
- (7) Contractor Type (prime or subcontractor).
- (8) Direct labor hours (including subcontractors) for each FSC.
- (9) Direct labor dollars paid this reporting period (including subcontractors) for each FSC.
- (10) Weapons system support indication: \_\_\_\_\_ (Enter yes or no).

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

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

Section D - Packaging and Marking

D.1 PACKING AND PACKAGING OF DATA

All data to be delivered by the contractor under this contract shall be packaged for shipment in accordance with standard commercial practices that will afford protection against deterioration and physical damage for safe delivery to destination.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

## F.1 Consignment and/or Delivery of Shipments

Specific instructions for the delivery of items under this contract will be included in each Task Order.

## F.2 Period of Performance

All work under this contract, including delivery of data, shall be completed by sixty (60) months after the date of the contract, which is the date included in paragraph (d) of the contract clause entitled, "Indefinite Quantity" (FAR 52.216-22). No Task Orders will be issued under this contract after the ordering period which is specified in paragraph (a) of the clause entitled, "Ordering" (FAR 52.216-18).

## F.3 Delivery of Data

Preparation and delivery of data under individual Task Orders shall be in accordance with the requirements, quantities, and schedule set forth in the Contract Data Requirements List prepared for each Task Order.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 mths. ADC		EDGEWOOD CHEMICAL & BIOLOGICAL CENTER JOHN BARCZAK BUSINESS SERVICE OFFICE E5183 BLACKHAWK RD BLDG E3947 (RDCB-DPO-PC) APG-EA MD 21010-5424 410-417-2778 FOB: Destination	W91B94
0002	60 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B94
0003	60 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B94
0004	60 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B94

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

## 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

***ACC-APG(SCRT) 5152.232-4003, Wide Area Workflow (WAWF) Information and Instructions – For Firm Fixed Price Contracts and/or CLINs***

***(Contracting Personnel reference OPARC Advisory 11-24 for fill-in instructions. Contracting personnel, please delete these sentences in italics after fill-ins are completed.)***

The Vendor shall submit payment requests and receiving reports electronically for supplies/services rendered in Wide Area Workflow (WAWF) at the website: <https://wawf.eb.mil>. WAWF is a secure, web-based system which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of invoices and acceptance documents.

The Vendor shall self-register at the web site.

Available Training – For questions on how to use WAWF, including how to submit your document, please go to: [www.wawftraining.com](http://www.wawftraining.com). A WAWF practice site is available at: <https://wawftraining.eb.mil>. Follow the directions in the “Training Instructions” link in the left column to practice.

For questions or issues regarding technical issues, contact the Ogden, UT Help Desk at:

Email: [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil)

CONUS Only: 1-866-618-5988

Commercial Fax: 801-605-7453

Commercial Phone: 801-605-7095

Commercial Fax DSN: 388-7453

Commercial Phone DSN: 388-7095

Questions or issues concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) office listed below:

DFAS Location:

DFAS Vendor Pay Phone Number:

Note: Vendor, please have your purchase order/contract/delivery order number(s) ready when calling about payments.

Vendor shall submit requests for payment per contract terms, and the Government shall process requests for payment per contract terms.

Instructions to create payment requests: Vendor shall create the type of document(s) to request payment as indicated by the check(s) below.

- Invoice as 2-in-1 (Services Only)
- Construction Payment Invoice
- Commercial Item Financing
- Performance Based Payment
- Progress Payment
- Invoice and Receiving Report (Combo)

Instructions for routing documents: The codes listed below will be required to route your documents through WAWF.

Cage Code: 3GRB1  
Issue by DoDAAC: W911SR  
Admin by DoDAAC: S2101A  
Inspect by DoDAAC: W91B94  
Accept by DoDAAC: W91B94  
Ship to DoDAAC: W91B94  
Local Processing Office DoDAAC: W91B94  
Payment Office DoDAAC: HQ0338

When Vendor submits a document, WAWF will prompt asking for “additional email submission” after clicking “Signature”. Vendor shall enter the following email addresses to expedite the review and verification process:

Procurement Contracting Officer: Sherry Compton  
Administrative Contracting Officer: DCMA Baltimore  
Contracting Officer’s Representative: John Barczak  
ACOR: Debora Meranski

Email Addresses for Points of Contact (POC):

Administrative Contracting Officer: [dcma.baltimorecasd@dcma.mil](mailto:dcma.baltimorecasd@dcma.mil)  
Inspector: [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)  
Acceptor: [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)  
Receiving Office/Ship to POC: [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)

Procurement Contracting Officer: [sherry.l.compton.civ@mail.mil](mailto:sherry.l.compton.civ@mail.mil)  
Contracting Officer's Representative(s): [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)  
Additional Points of Contact: [deborak.k.meranski.civ@mail.mil](mailto:deborak.k.meranski.civ@mail.mil)

**ACC-APG(SCRT) 5152.232-4004, Wide Area Workflow (WAWF) Information and Instructions – For Cost-Type Contracts, Grants, and/or CLINs, including Time & Materials and Labor Hour**

***(Contracting Personnel reference OPARC Advisory 11-24 for fill-in instructions. Contracting personnel, please delete these sentences in italics after fill-ins are completed.)***

The Vendor shall submit payment requests electronically for supplies/services rendered in Wide Area Workflow (WAWF) at the website: <https://wawf.eb.mil>. WAWF is a secure, web-based system which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of vouchers and approval documents.

The Vendor shall self-register at the web site.

Available Training – For questions on how to use WAWF, including how to submit your document, please go to: [www.wawftraining.com](http://www.wawftraining.com). A WAWF practice site is available at: <https://wawftraining.eb.mil>. Follow the directions in the “Training Instructions” link in the left column to practice.

For questions or issues regarding technical issues, contact the Ogden, UT Help Desk at:

Email: [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil)

CONUS Only: 1-866-618-5988

Commercial Fax: 801-605-7453

Commercial Phone: 801-605-7095

Commercial Fax DSN: 388-7453

Commercial Phone DSN: 388-7095

Questions or Issues concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) office listed below:

DFAS Location: DFAS Columbus Center –HQ0338  
DFAS-CO/South Entitlement Operations  
P.O. Box 182264  
Columbus, OH 43218-2264

DFAS Vendor Pay Phone Number: 800-756-4571

Note: Vendor, please have your purchase order/contract/delivery order/assistance instrument, i.e., grant, cooperative agreement, other transaction, number(s) ready when calling about payments.

Vendor shall submit requests for payment per contract/assistance instrument terms, and the Government shall process requests for payment per contract/assistance instrument terms.

Instructions to create payment requests: Vendor shall create the type of document(s) to request payment as indicated by the check(s) below.

- Construction Payment Invoice
- Progress Payment
- Cost Voucher
- Grant and Cooperative Agreement Voucher

Instructions for routing documents: The codes listed below will be required to route your documents through WAWF.

Cage Code: 3GRB1

Issue by DoDAAC: W911SR

Admin by DoDAAC: S2101A

Reviewer/Approver for Interim Payments of Cost Vouchers: John Barczak

Reviewer/Approver for Final Payment of Cost Vouchers: John Barczak

Grant Approver:

Ship to DoDAAC: W91B94

Local Processing Office DoDAAC: W91B94

Payment Office DoDAAC: HQ0338

When Vendor submits a document, WAWF will prompt asking for “additional email submission” after clicking “Signature”. Vendor shall enter the following email addresses to expedite the review and verification process:

Procurement Contracting Officer: Sherry Compton

Administrative Contracting Officer: DCMA Baltimore

Contracting Officer’s Representative(s): John Barczak

ACOR: Debora Meranski

Email Addresses for Points of Contact (POC):

Administrative Contracting Officer: [dcma.baltimorecasd@dcma.mil](mailto:dcma.baltimorecasd@dcma.mil)

Procurement Contracting Officer: [sherry.l.compton.civ@mail.mil](mailto:sherry.l.compton.civ@mail.mil)

Contracting Officer’s Representative(s): [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)

Reviewer/Approver for Interim Payments of Cost Vouchers: [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)

Reviewer/Approver for Final Payment of Cost Voucher: [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)

Grant Approver:

Receiving Office/Ship to POC: [john.m.barczak.civ@mail.mil](mailto:john.m.barczak.civ@mail.mil)

Additional Points of Contact:

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

Section H – Special Contract Requirements

CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer’s Representative            DEC 1991

**H.1 SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY**

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. Contractor’s place of performance, the Government-owned property listed in paragraph (d) below for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in paragraph (d) below.

(c) If the property is not received in accordance with the schedule set forth in (d) below, the Contractor shall immediately notify the Contracting Officer in writing.

(d) Government-Furnished Property Delivery Schedule:

DESCRIPTION	QUANTITY	UNIT OF MEASURE	TIME OF DELIVERY
"To be specified in individual Task Orders"			

**H.2 ADDITIONAL INFORMATION – GOVERNMENT-FURNISHED PROPERTY**

The following is a list of the types of Government-Furnished Items which may be provided for use by the Contractor under specific Task Orders (see 52.0000-4025 Schedule of Government-Furnished Property):

H.2.1 Government-Furnished Materials. Representatives of this category are:

- a. Nonhazardous chemical solid and liquid standards;
- b. Protein and peptide standards;
- c. Diluted surety compounds;
- d. Immunological compounds;
- e. Biochemical compounds;
- f. Nucleic acid compound;
- g. Toxins and toxoids;
- h. Bacteria (benign or attenuated);
- i. Viruses (benign or attenuated);
- j. Buffer solutions or their components;
- k. Solvents (e.g. acetonitrile and methanol at approximately 1 gallon/month);
- l. Test sample material;
- m. Enzymes;
- n. Biopolymer standards;
- o. High purity gases;
- p. Liquid nitrogen;
- q. Chromatographic and electrophoretic supplies;
- r. Polymerase chain reaction (PCR) and DNA synthesis supplies;
- s. Substrates;
- t. Chromophores;
- u. Fluorophores;

- v. Linkers;
- w. Mass spectrometric supplies; and
- x. Other expendable items.

H.2.2 Operations conducted with Research, Development, Test and Evaluation (RDTE) dilute solutions and/or hazardous work environments may require the fit and use of Government-furnished personal protective equipment for Contractor employees and compliance to policies governing these programs. Optical inserts for Contractor personnel will be provided as required when the Contractor provides prescription requirements for individual personnel to the Contracting Officer and/or Contracting Officer's Representative.

### H.3 GOVERNMENT-FURNISHED EQUIPMENT

Historically the Government has provided the Contractor with the following equipment necessary to complete requirements contained in the performance statement of work. It is anticipated that the same, or similar, equipment will be furnished as part of this procurement effort.

- a. Gas Chromatographs (GC) with dual Flame Photometric Detectors (FPDs)
- b. Gas Chromatographs (GC) with Mass Selective Detectors (MSD)
- c. Gas Chromatographs (GC) with Thermal Conductivity Detectors (TCD)
- d. Gas Chromatographs (GC) with Flame Ionization Detectors (FID)
- e. Miniature Automatic Continuous Air Monitoring System (MINICAMS)
- f. Thermal desorption units
- g. High Pressure Liquid Chromatographs (HPLC) with various detectors

### H.4 LIMITATION OF COSTS OR FUNDS

In accordance with the clauses FAR 52.232-20 of this contract entitled Limitation of Costs dated APR 1984 and 52.232-22 entitled Limitation of Funds dated APR 1984, the notice required thereby shall be provided to the designated Procuring Contracting Office with email being an acceptable form of submission. Failure to comply with the above notice requirement imposes the risk of continued performance on the contract without reimbursement to the Contractor for cost incurred over and above the estimated cost or allotted amount stated in the contract.

### H.5 LIMITATION OF GOVERNMENT'S OBLIGATION

In accordance with DFARS 252.232-7007 of this contract entitled Limitation of Government's Obligation dated May 2006, the notice required thereby shall be provided to the designated Procurement Contracting Office with email being an acceptable form of submission. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT". When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

### H.6 GOVERNMENT- CONTRACTOR RELATIONSHIPS

a. The Government and the Contractor understand and agree the support services to be delivered under this contract by the Contractor are nonpersonal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal civilian employee or military member.

(2) Be placed in a position of command, supervision, direction, or evaluation over DA Military or civilian personnel, or personnel of other contractors or become a part of a Government organization.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a nonpersonal services contract.

(3) Contractor will not be paid for performance of personal services. Therefore, in the event Contractor (or its employee) is directed by any Government employee to perform tasks that the Contractor believes are personal services, the Contractor should take no action until he has contacted the Contracting Officer to determine the appropriate course of action.

#### H.7 IDENTIFICATION OF EMPLOYEES (APRIL 1990)

The Contractor shall be responsible for requesting from the Contracting Officer such identification for each employee as may be approved/directed by the Contracting Officer. Identification media are issued to employees as representative of the Contractor and may include US Army Knowledge Online (AKO) email accounts. The Contractor is, therefore, responsible for the proper use and return of all identification media. Identification media are for the personal use of the individual to whom issued. Misuse of issued identification media (e.g., alteration, or allowing use by other persons) will result in expulsion/debarment of the individual from the applicable installation or facility. Issued identification shall immediately be returned to the issuing office upon release of the employee to whom it was issued, or upon termination/completion of the contract.

(a) The Contractor shall use only U.S. citizens, or non-U.S. citizens lawfully residing in the United States, who produce evidence of legal authority to be employed in the United States.

(b) The Contractor shall utilize only qualified, responsible, and capable people in the performance of this contract, and shall remove from performance any employee whom the Contracting Officer determines to have endangered persons or property, or whose continued employment under this contract is inconsistent with the interests of military security.

(c) The Contractor shall not employ in the performance of this contract any person with a record of serious arrest(s). The discovery of such a record may result in expulsion/debarment of the individual from the applicable installation or facility. If required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of persons employed on the project.

(d) All motor vehicles operated by the Contractor or employees, subcontractor and suppliers within the boundaries of the applicable installation or facility must be registered with the Provost Marshal, if registration is required under current regulations. A currently valid state vehicle registration, driver license, and proof of liability insurance coverage are required to be presented for registration.

(e) All Contractor employees, subcontractors and suppliers at the applicable installation or facility will be bound by all applicable State and Federal laws and published regulations/rules, including local traffic and parking regulations, which are consistent with the motor vehicle laws of the State of Maryland, and are enforced by authorized, government security personnel. Any person violating any applicable rule, regulation or statute may be denied access to the applicable installation or facility.

(f) All Contractor employees, subcontractors and suppliers at the applicable installation or facility will comply with governing policies for gaining network access and for securing and using email accounts.

## H.8 SECURITY PROVISIONS

H.8.1 This contract is unclassified.

H.8.2 Contractor personnel shall have a favorable National Agency Check (NAC) or higher to gain unescorted access to secured Government buildings and shall be able to obtain and maintain a mobility badge, exchange badge, and computer access to DoD computer systems and local area networks.

H.8.3 The Contractor shall have an approved Department of Defense (DoD) investigation to access Government information technology systems

H.8.4 The Contractor shall provide individuals with the ability to access surety areas, secured areas and areas considered to be "down range" on the Edgewood Area of APG, MD.

H.8.5 In accordance with restrictions required by Executive Order 12470, The Arms Export Control Act (Title 22, USC Sec 275), The International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign nationals will be permitted to work on this contract without written prior security review and approval and permission from the Contracting Officer. When requesting such approval, the Contractor shall provide the name of the individual, date and place of birth, country of current citizenship, registration number, port of entry and the proposed position in which the employee will be utilized. The Contractor shall provide a request for review and permission to work for each individual. The request shall include an abbreviated CV of the individual(s), a description of the proposed work, and a scanned copy of both sides of their Green Card or Work Visa. Requests for approval shall be submitted to the Procuring Contracting Officer.

## H.9 GUIDANCE ON DOCUMENTATION OF DATA REQUIREMENTS

The following information is furnished to provide guidance with respect to the abbreviations and codes utilized in various blocks of DD Form 1423, Contract Data Requirements List.

Block 7, DD Form 250 Requirement. This block designates the location (source or destination) for performance of Government Inspection and acceptance. The applicable codes for inspection and acceptance are cited below. The Government activity to perform the destination acceptance task is entered in Block 14 as the first addressee.

### Code Inspection Acceptance

SS *Source (DD Form 250)	*Source (DD Form 250)
DD Destination (DD Form 250)	Destination (DD Form 250)
SD *Source (DD Form 250)	Destination (DD Form 250)
DS Destination (DD Form 250)	*Source (DD Form 250)

\*\*LT Letter of Transmittal only  
 NO No inspection or acceptance required  
 XX Inspection/acceptance requirements specified elsewhere in contract.

\*Source indicated contractor's facility.  
 \*\*Use of these symbols is not authorized for engineering data such as drawings and specifications.

Block 8, Approval Code. Item of critical data requiring specific advance written approval, such as test plans, are identified by an "A" in this field. Most of these data require submission of a preliminary draft prior to publication of a final document. When advanced approval is not required, this field is blank.

Block 10, Frequency. The codes used in this block are cited below:

DAILY Daily	BI-MO Each two months	OTTME One time
WEEKLY Weekly	QTRLY Quarterly	ONE/R One time and revision
BI-WE Each two weeks	ANNLY Annually	R/ASR Revision as required
MTHLY Monthly	SEMIA Each six months	DFDEL Deferred delivery
ASREQ As required	2TIME Two separate	ONE/P One time preliminary
(see Notes A/B Submittals draft)		
CHG P AS REQ Change pages as required		

NOTE A: Block 13 is used for further explanation. NOTE B: When data is of recurring type, it will be submitted at end of reporting period established in field unless otherwise indicated in Data Preparation Instructions or in Blocks 12 or 13 of DD Form 1423.

Block 11, As of Date (AOD). When data is submitted only once, this block indicates the number of days the data is to be submitted prior to the end of the reporting period; e.g., "15" would place the AOD for this report at 15 days prior to the end of each month, quarter, or year. Further guidance is shown in Block 13 or 16 as required.

Block 12, Date of First Submission. This block indicates the initial data submission date (Year/Month/Day). When data has already been submitted and will be resubmitted, the date of the next submission is entered. When the contract starts: date has not been established, this block indicated the number of days after the contract start date that the data is due; e.g., 30 DAC. Further information, if required, is contained in Block 13. Classified dates are not cited in this form. "DFDEL" indicates deferred delivery.

Block 13, Date of Subsequent Submission/Event Identification. When data is submitted more than once, the date(s) of subsequent submission(s) is indicated in this block. When submission of data is based on the initiation of a specific event or milestone, this information is cited in this block (when such information classified the form, this block is left blank). Example: "NLT 15 days before the start of production;" "45 days before first article," etc.

Block 14, Distribution and Addresses. Addresses and number of copies (regular/reproducible) to be forwarded to each addressee is cited in this block; e.g., DTIC-20/0. Addresses are indicated by office symbols (i.e., DRSMC-XYZ), contractor initials, DoD Handbook H-4 codes, and Command initials. A list explaining these symbols, etc., is attached to the form. When reproducible copies are required (second number), the type of copies required will be cited in this block or Block 16.

NOTE: Unless otherwise cited in Block 10, entries in Blocks 3 through 9 on DD Form 1664, Data Item Descriptions, are for informational purposes only and are not contractually binding.

## H.10 MANDATORY TRAINING

H.10.1 Contractor personnel will be required to complete mandatory training mandated by higher headquarters, such as Department of the Army, or by individual task orders. Such training may include, but is not limited to, antiterrorism training, information assurance, operations security, and security awareness.

H.10.2 Contractor personnel may be required to complete mandatory annual training in the following specialty areas, as applicable, and not limited to: Environmental Awareness, Hazardous Waste Operations and Emergency Response (HAZWOPER), CPR, First Aid, Chemical Agent Safety, Biosafety, and Chemical Surety Material (CSM) RDTE Accountability Training. Required training will be identified on a Task-by-Task basis.

H.10.3 The contractor shall provide individuals who possess a Commercial Driver's License when required by individual task order.

#### **H.11 RESEARCH, DEVELOPMENT, TEST AND EVALUATION (RDTE) DILUTE SOLUTIONS**

This procurement may require the use, handling, transportation, and disposal of RDTE dilute solutions which will require compliance with 29 Code of Federal Regulations (CFR) 1910 and applicable DoD, Maryland Department of the Environment, and local policies governing these solutions.

#### **H.12 CHEMICAL WASTE**

When working on-site at APG-EA, the Contractor shall dispose of chemical waste in accordance with applicable DoD, Maryland Department of the Environment, and local policies governing such waste. In addition, the Contractor shall decontaminate dilute agent waste IAW local policies and procedures to include, but not limited to, ECBC, APG, and Maryland Department of the Environment.

#### **H.13 HAZARDS INFORMATION**

H.13.1 Work issued under this contract may require the contractor to handle hazardous materials, known or suspect carcinogens, and near-drinking water concentration levels of the following chemical agents: Nerve agents GA, GB, GD, GF, and VX; and blister agents HD and L. HD and L are known carcinogens.

H.13.2 All work that the contractor employs involving such hazardous material shall comply with the policies, responsibilities and procedures of applicable regulations, plans, Standing Operating Procedures (SOPs), and manuals to ensure that all operations are conducted in a safe, secure and reliable manner. Mandatory contract requirements include contractor annual training, employee security checks, safety and accountability procedures for transporting to and from ECBC, and submittal of the contractor's Employee Medical Surveillance Plan for applicable work under this contract.

H.13.3 Relevancy of specific applicable documents will be determined by the requirements of each task order.

H.13.4 This procurement request does not require the contractor to use animals, human volunteers or conduct DNA recombinant work.

#### **H.14 MEDICAL SURVEILLANCE PROGRAM**

The Contractor shall provide a medical surveillance program for their personnel in compliance with requirements outlined by the Kirk Army Medical Clinic, Aberdeen Proving Ground (APG), Maryland (MD). Copies of Contractor personnel annual red blood cell cholinesterase (ChE) baselines shall be provided to Kirk Army Medical Clinic, APG, MD, for retention and filing. The Contractor shall provide individuals prepared to come to work medically cleared and with ChE baselines.

#### **H.15 REQUIRED INSURANCE 52.0000-4049**

Pursuant to paragraph (a) of the clause referred to in Section I titled "Insurance -- Liability to Third Persons (FAR 52.228-7) or "Insurance -- Work on a Government Installation (FAR 52.228-5), the Contractor shall maintain the type and minimum amounts of coverage set forth in FAR 28.307-2.

#### **H.16 DUTY STATION AND TRAVEL REQUIREMENTS**

H.16.1 Task orders issued on behalf of this procurement may require work at US government facilities, to include remote sites; contractor facilities; travel both within the continental United States (CONUS) and outside the continental United States (OCONUS); and/or deployment both CONUS and OCONUS. Additionally there may be task orders that require war zone access.

H.16.2 Continental United States (CONUS) Travel. The Contractor shall travel to various Formerly Used Defense (FUD) sites during the performance of this contract. These sites may include: Spring Valley, DC; Redstone, AL; Camp Bullis, TX; Fort Benning, GA; Lowry Bombing and Gun Range, CO; and Fort Segarra, VI. This effort shall require support at multiple sites simultaneously. Travel locations, duration and personnel requirements will be identified in the individual task orders.

H.16.3. OCONUS Travel. The Contractor shall travel to OCONUS sites during the performance of this contract. Travel locations, duration and personnel requirements will be identified in the individual task orders.

H.16.4 Passports. Contractor personnel shall have a valid passport and three (3) photographs with each visa application. All necessary paperwork for visas will be prepared by the US Government. Passport information and photographs shall be submitted to the Contracting Officer's Representative (COR) assigned to the task order requiring OCONUS travel upon award of the task order so that the required paperwork can be prepared.

H.16.5 Transportation. The Contractor shall coordinate all transportation and lodging arrangements with the Government.

H.16.6 The Contractor program manager shall provide a monthly contractor population report to the Contracting Officer and the Contracting Officer's Representative within the first five (5) working days of the month.

#### **H.17 SBA/CONTRACTOR NOTICE 52.0000-4057**

It is agreed that the provisions of the "Termination for Convenience," "Changes," "Disputes," "Default," and "Price Reduction" clauses which are included in the contract between SBA and its Contractor shall be invoked when requested by the Procuring Contracting Officer. If the SBA does not agree with the Procuring Contracting Officer's request, the case shall be referred to the Head of the Contracting Activity or the Principal Assistant Responsible for Contracting.

#### **H.18 NOTICE OF INCORPORATION OF SECTION K 52.0000-4147**

Sections K, L, and M of the solicitation will not be distributed with the contract. However, Section K is incorporated in and forms a part of the resultant contract as though furnished in full text herewith.

#### **H.19 SCHEDULE OF GOVERNMENT-FURNISHED INFORMATION**

H.19.1 The following list of documents provide information that will be used in the performance of Task Orders awarded under this contract. Additional documents may be listed in individual Task Orders.

a. Chemical Agent Standard Analytical Reference Material Quality Assurance Plan for Chemical Agent Air Monitoring (CASARMQAP), Rev 1, 2007

b. Environmental Monitoring Laboratory, Laboratory and Monitoring Quality Control Plan for Chemical Materials Agency (CMA) and For Chemical Agent Standard Analytical Reference Material (CASARM), Rev 0, 2004.

c. Air Monitoring Plan (AMP) for specific sites.

d. IOP MT-11, DAAMS Tubes Monitoring Procedures, Revision 16, September 2007.

- e. IOP MT-13, Operation and Maintenance Procedures for the Gas Chromatography Systems, Revision 12, March 2008.
- f. IOP MT-16, Operation and Maintenance Procedures for MINICAMS Mounted in a Mobile Configuration, Revision 13, March 2008.
- g. Field Miniature Automatic Continuous Air Monitoring System (MINICAMS) Model FM-3000 Operation and Maintenance Manual (Draft Copy), undated.
- h. The contractor shall have on site and adhere to the guidelines outlined in the Security Plan for RDTE Solutions Used During Field Operations of the Chemical Applications Division, U.S. Army Edgewood Chemical Biological Center (ECBC), 13 Mar 01.
- i. The contractor shall have on site and adhere to the guidelines outlines in the Chemical Hygiene Plan, U.S. Army Edgewood Chemical Biological Center (ECBC), June 2008.
- j. Preparation of Standing Operating Procedure (SOP), Version 2.0 dated December 2008.
- k. Implementation Guidance Policy for Revised Airborne Exposure Limits for GB, GA, GD, GF, VX, H, HD, HT 18 June 04.
- l. AR 190-59, Chemical Agent Security Program, 11 Sep 06.
- m. All local policies for operations involving military unique chemical agents or other chemicals which fall into the same range of toxicity as chemical agents.

END OF SECTION H

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-15	Defense Priority And Allocation Requirements	APR 2008
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
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	AUG 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data--Commercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) All supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 54 months after contract award.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(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 \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within five (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 ten (10) 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 60 months from contract award.

(End of clause)

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No W911SR-11-D-0003 with the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The contractor, SM Resources hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No W911SR-11-D-0003 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division

(4) That it will notify the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer

all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division.  
(End of clause)

#### 2.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the US Army Contracting Command Aberdeen Proving Ground, Edgewood Contracting Division.

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Insert one or more Internet addresses]*

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Document Type	Description	Pages	Date
Exhibit A	Contract Data Requirements List	2	10 March 2011
Exhibit B	Quality Assurance Surveillance Plan	2	Undated

CDRL

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						FORM APPROVED OMB No. 0704-0188		
Public reporting burden for this collection is estimated to average 330 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to DoD, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY				
		A		TDP _____ TM _____ OTHER <u>General Data</u>				
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR			
<b>Environmental Monitoring Laboratory Support</b>			W911SR-11-D-0003		S M Resources Corporation, Inc			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE				
A001	Contractor's Progress Status and Management Report			Monthly Project Status Report				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE			
DI-MGMT-80227			Para 3.7.1		AMSRD-ECB-PI-OP-M			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
N/A	C	MTHLY	40 CDATO		a. Addressee		b. COPIES	
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION					FINAL	
N/A	0	N/A					D R R r e e a g g f t p t r o	
16. REMARKS.					AMSRD-ECB-PI-OP-M		0 1 0	
4. A copy of the Data Item Description (DID) is available at: <a href="http://assist.daps.dia.mil/quicksearch">http://assist.daps.dia.mil/quicksearch</a> .					AMSRD-ECB-PI-OP-PM		0 1 0	
10. & 12. Submit no later than the tenth day of the following month.					CCAP-SCE		0 1 0	
12. CDATO: Calendar days after award of task order.					DCMA		0 1 0	
14. Provide electronically in Windows XP, Microsoft Office format (Word/PowerPoint/Excel), unless another format is approved by the Government. Electronic addresses will be provided in Paragraph 10.0 of each Task Order.					15. TOTAL		0 4 0	
17. PRICE GROUP				18. ESTIMATED TOTAL PRICE				
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE				
A002	Contractor's Progress Status and Management Report			Weekly Status Report				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE			
DI-MGMT-80227 (Tailored)			PARA 3.7.2		AMSRD-ECB-PI-OP-M			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
N/A	C	WEEKLY	7 CDATO		a. Addressee		b. COPIES	
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION					FINAL	
N/A	0	N/A					D R R r e e a g g f t p t r o	
16. REMARKS.					AMSRD-ECB-PI-OP-M		0 1 0	
4. Only paragraph 10.3.b applies. A copy of the DID is available at: <a href="http://assist.daps.dia.mil/quicksearch">http://assist.daps.dia.mil/quicksearch</a> . Include the following information:								

-Total number of contractors on site -Total number of contractors monitoring task orders -Total number of certified monitoring operators for each analytical method/SOP -Problems encountered and suggested solutions -Recommended changes to procedures -Documentation to support changes to procedures 13. Submit within 3 calendar days after the end of each work week. 14. Provide electronically in Windows XP, Microsoft Office format (Word/PowerPoint/Excel), unless another format is approved by the Government. Electronic addresses will be provided in Paragraph 10.0 of each Task Order.	15. TOTAL	0	1	0
	17. PRICE GROUP	18. ESTIMATED TOTAL PRICE		
G. PREPARED BY Cindy Dietz	H. DATE 27 February 2009	I. APPROVED BY Pamela J. Serra		J. DATE 20 March 2009

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Previous editions are obsolete

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**QASP**

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
FOR  
ENVIRONMENTAL SCIENCES SERVICE CONTRACT**

**1.0 INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) has been developed to ensure systematic quality assurance methods are used in the administration of the Performance Work Statement (PWS). The intent is to ensure that the contractor performs in accordance with the identified performance metrics, the Government receives the quality of services required under the contract and that actual performance goals are achieved.

This QASP describes how the Government will observe, evaluate and document the contractor's performance in meeting the performance standards identified in the contract. Specifically, the QASP will identify the methods for monitoring performance in determining the quality level of services and products delivered under the contract. The intent is to establish and properly execute a QASP that will assist the Government in obtaining quality support services.

**2.0 RESPONSIBILITIES**

The following Government resources shall have responsibility for the implementation of this QASP:

**Contracting Officer** – The Contracting Officer will monitor performance of all necessary actions for effective contracting to ensure compliance with the terms of the contract. It is the Contracting Officer that assures the contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the contractor's performance

**Contracting Officer's Representative (COR)** – The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

**3.0 SURVEILLANCE.** The Contracting Officer's Representative (COR) will perform surveillance based on individual task orders. Overall, the COR will perform a monthly assessment of the contractor's effort to effectively

plan and manage contract requirements and of the quality of support provided to meet cost, performance, and schedule requirements of the contract as well as individual task orders.

<b>Task</b>	<b>Performance Objective</b>	<b>Method of Surveillance</b>	<b>Incentive/Disincentive</b>
<b>Equipment Operation</b>	All equipment will be operated within the required guidelines as indicated in the individual task orders in a safe and efficient manner by trained/certified individuals.	The Government will monitor, and review on a monthly basis to ensure the contractor is meeting all performance objectives.	Past Performance Evaluation(s)
<b>Analysis/ Interpretation Of Data</b>	All analysis/data interpretation will be within the required guidelines as indicated in each individual task order.	The Government will monitor, and review on a monthly basis to ensure the contractor is meeting all performance objectives.	Past Performance Evaluation(s)
<b>Timely Reporting</b>	All reporting will be within the required guidelines as indicated in each individual task order.	The Government will monitor, and review on a monthly basis to ensure the contractor is meeting all performance objectives.	Past Performance Evaluation(s)

The past performance evaluation ratings are as follows:

**Very Good** - Performance meets or exceeds some of the contractual requirements to the Government's benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory** - Performance meets contractual requirements. The contractual performance of the task and sub-task being assessed was accomplished, but did contain some minor problems for which corrective actions taken by the contractor were satisfactory.

**Marginal** - Performance does not meet some contractual requirements. The contractual performance of the task and sub-task being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. If corrective actions were identified, the contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task being assessed contains a serious problem(s) for which the contractor's corrective were ineffective.

