

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   37	
2. CONTRACT NO.		3. SOLICITATION NO. W911NF-06-R-0007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 17 Jul 2006	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY US ARMY RDECOM ACQ CTR - W911NF 4300 S. MIAMI BLVD DURHAM NC 27703			CODE W911NF	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	
TEL: FAX:					TEL: FAX:		

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

**SOLICITATION**

9. Sealed offers in original and 9 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7 until 02:00 PM local time 16 Aug 2006  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME VONETTA GOODSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 919-549-4291	C. E-MAIL ADDRESS vonetta.goodson@us.army.mil
---------------------------	----------------------------	---	--

**11. TABLE OF CONTENTS**

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	12-17
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	3-4	X J	LIST OF ATTACHMENTS	17
X D	PACKAGING AND MARKING	5	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X E	INSPECTION AND ACCEPTANCE	5	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
X F	DELIVERIES OR PERFORMANCE	6			
X G	CONTRACT ADMINISTRATION DATA	7-9	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	18-33
X H	SPECIAL CONTRACT REQUIREMENTS	10-11	X M	EVALUATION FACTORS FOR AWARD	34-37

**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
---------------------------------------	--	---------------	----------------

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
---	--

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
---	----------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
--	--	----------------

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

**SECTION B SUPPLIES OR SERVICES AND PRICES**

**B.1**

**CONTRACT TYPE**

The Army Research Office (ARO) anticipates awarding a five-year, cost reimbursable, Indefinite Delivery Indefinite Quantity (IDIQ) contract in support of the Scientific Services Program (SSP). A performance-based acquisition for services will be utilized for this procurement in conjunction with Contract Line Item Number (CLIN) 0001. All offerors are encouraged to propose a Section B that is innovative and that offers the best value.

**B.2**

**CONTRACT LINE ITEM NUMBERS (CLIN)**

This is a hybrid contract that contains a Firm Fixed Price CLIN and a Cost Reimbursable CLIN as follows:

CLIN 0001: Administrative Management of the Scientific and Technical Services

Firm Fixed Price - This CLIN includes the costs to manage and administer the Short-Term Analysis Services (STAS) as defined in Section C, Statement of Work (SOW). The unit price is the price to manage a single delivery order and its associated modifications (administrative and funding changes) and reports. This CLIN will be performance based and the standards are identified in Attachment (3).

CLIN 0002: Scientific and Technical Services

Cost Reimbursable - This CLIN includes individual Statements of Work as provided in delivery orders in support of the STAS program defined in Section C, Statement of Work. Pricing and funding for this effort will be included within each individual delivery order under this cost contract line item number (future pricing).

<b><u>ITEM NO.</u></b>		<b><u>EST QTY</u></b>	<b><u>UNIT ISSUE</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
<b>0001</b>	<b>Administrative Management</b>	<b>1,000</b>	<b>STAS DO</b>	_____	_____

<b><u>ITEM NO.</u></b>		<b><u>EST QTY</u></b>	<b><u>UNIT ISSUE</u></b>	<b><u>ESTIMATED AMOUNT</u></b>
<b>0002</b>	<b>Scientific and Technical Services</b>	<b>1,000</b>	<b>DO</b>	<b><u>\$95,000,000.00</u></b>

**SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT SCIENTIFIC SERVICES PROGRAM**

C-1 The contractor shall provide non-personal, intermittent, short-term scientific, technical and analytical support services for the solution of problems related to research and development funded by various Government commands and/or agencies. These support services shall be provided via Contract Line Item 0002 (delivery orders). The contractor shall make an independent search for personnel to solve these problems. This includes the capability to locate and subcontract with individuals, universities, nonprofit organizations and industrial organizations (large and small business). The contractor must also possess the capability to conduct 25% of the STAS requirements by using its own facilities and staff. The contractor shall be responsible for all work accomplished regardless of the performer (prime or subcontractor).

C-2 For each potential delivery order, the contractor shall receive a Request for Proposal (RFP) which includes a SOW. The SOW delineates the service to be acquired by the Government. The SOW involves services that can be described using active voice verbs such as study, investigate, analyze, interpret, evaluate or assess. Upon receipt of the RFP, the contractor shall provide a proposal including the qualifications of key personnel to perform the requested services to the Contracting Officer within 10 calendar days. Approximately 15 urgent RFPs are anticipated annually, requiring a 2 work-day turnaround. The contractor shall inform the Contracting Officer if additional time is required. The Contracting Officer in turn will negotiate the cost proposal and other factors with the contractor. Following successful completion of negotiations a delivery order will be awarded under CLIN 0002. The cost for management and administration of delivery orders shall be included in CLIN 0001.

C-3 The contractor shall maintain the Government's database of analysts/resources that may provide program services. The database is an operating system with Datatrieve as the data entry and retrieval language. A compatible contractor system may be acceptable. The database shall remain the property of the Government and shall be delivered to the succeeding contractor or to the Government upon completion of the contract.

C-4 The contractor shall outline a plan for ongoing advertisement of the SSP machinery to diverse, potential new government customers.

C-5 The contractor shall establish and deliver within 60 days of contract award: 1) procedures to promptly process routine and urgent RFPs, 2) procedures to determine daily rates to be paid scientific professionals, 3) procedures to reimburse subcontractor costs, and 4) procedures to document subcontractor selection (competition).

C-6 The contractor shall establish and maintain a system for preparing recurring reports to enable successful management of the SSP. As a minimum, these reports shall include:

a. Delivery Order Reports - Interim: Each delivery order will contain specific reporting requirements which normally shall be brief oral, and interim reports to the sponsor.

b. Delivery Order Reports – Final: Each delivery order requires a final written report detailing accomplishments to be delivered to the Government sponsor and the contractor. The contractor will be required to keep on file the Government copy of all final deliverables, pursuant to FAR 4.7. Upon contract completion, these files will be transferred to the succeeding contractor or to the Government.

c. Special Reports: The contractor shall provide special reports and ad hoc (additional) information when requested by the Contracting Officer.

d. Monthly Reports: The contractor shall provide monthly reports on delivery orders made each month which include:

- (1) Task Control Number (TCN)
- (2) Contracting Officer Representative
- (3) Agency
- (4) Performers
- (5) RFP Date
- (6) Proposal Date
- (7) Award Date
- (8) Number of days it took to submit a proposal
- (9) days between proposal and award.

e. Fiscal Year Report: Provide an annual report (2 copies) of the scientific, technical and analytical services provided during the fiscal year. Annual reports shall consist of the following (contractor format is acceptable):

- (1) Statistics on awards (number, cost, command, etc.).
- (2) Significant scientific or technical developments or accomplishments.
- (3) Cumulative costs for program management and delivery orders.
- (4) A list of sponsors (command and agency) and the number of tasks by subprogram.
- (5) A list of tasks by sponsor, delivery order number, objective, cost, etc.

C-7 The contractor shall have a delivery order tracking system. The contractor's tracking system will provide the contractor and the Government the current status of any and/or all delivery orders. The tracking system will provide information such as: the date the contractor received the RFP from the Government, the date the contractor submitted the proposal to the Government, the date of negotiations, the date of delivery order award, the delivery order number, the delivery order subject, the sponsoring Government activity, date of the delivery order completion, the date the delivery order was terminated, the amount negotiated for each delivery order, the names of subcontractors, deliverables received and other information relative to a delivery order.

C-8 The contractor shall ensure that persons (subcontractors or prime contractor employees) performing effort under delivery orders have security clearances (if applicable) commensurate with those required by the SOW. The contractor is responsible for the administration of all security requirements in accordance with the applicable National Industrial Security Program Operating Manual (NISPO). This will include obtaining appropriate security clearances, conducting security briefings and security debriefings of subcontractors and complying with the reporting requirements of the NISPO. The contractor shall notify each subcontractor in writing of his or her responsibilities.

C-9 The successful offeror will have a diversified, highly qualified, and highly trained staff to manage the program and to provide non-personal scientific, technical and analytical services. Contractor shall establish networks and contacts within the various scientific disciplines to assist in locating the necessary personnel and expertise outside of the contractor's staff that can accomplish the required work. The contractor shall be responsible for all work accomplished under subject contract regardless of the performer (prime or subcontractor).

C-10 The contractor shall close all delivery orders under the Scientific Services Program within one year of receiving the final technical report. If problems arise with receiving the final technical report please notify the contracting officer immediately.

C-11 A performance-based acquisition for services will be utilized for this procurement in conjunction with CLIN 0001, administrative management. See Performance Standards (Attachment 3)

## **SECTION D PACKAGING AND MARKING**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with standard commercial practices. Where special or unusual packing is specified such packing details must be the subject of an agreement independently arrived at between the government and the contractor. However, reports may be requested to be submitted electronically.

## **SECTION E INSPECTION AND ACCEPTANCE**

52.246-9 Inspection Of Research And Development (Short Form)

APR 1984

### **E.1 QUALITY ASSURANCE PLAN**

The Contractor's Quality Assurance Plan will be submitted as Volume 4 with the proposal and negotiated with the contractor at the time of contract award. See Section L for proposal requirement.

### **E.2 TECHNICAL DIRECTION**

The Government Contracting Officer's Representative (COR) may provide technical direction and general guidance to the Contractor and key resource personnel.

As used herein, "Technical Direction" is direction to the Contractor that fills in details, suggests possible lines of inquiry, or otherwise completes the general scope of the work. "Technical Direction" must be within the terms of this contract, shall not change or modify the contract in any way, and shall not constitute changes (as described in the following clauses entitled FAR 52.243-1 Alt V "Changes – Fixed Price" (Aug 1984), and FAR 52.243-2 Alt V "Changes-Cost Reimbursement" (Aug 1984) which may only be accomplished by the Contracting Officer.

**SECTION F DELIVERIES OR PERFORMANCE**

52.242-15 Alt I Stop-Work Order - Alternate I  
52.247-34 F.O.B. Destination

AUG 1984  
NOV 1991

**F.1 TERM OF CONTRACT**

The term of the contract is for a period of five years beginning 01 November 2006.

**F.2 PLACE OF PERFORMANCE**

The place of performance for CLIN 0001 will be identified at award, and the place of performance for CLIN 0002 will be identified in the delivery orders.

**F.3 ORDERING PROCEDURES**

a. Services to be furnished under this contract shall be ordered by the issuance of a task or delivery order (sent to the Contractor via electronic mail/fax from the Contracting Officer.

b. All orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any task or delivery order.

c. An order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**F.4 CONTRACT DELIVERABLES**

The following contract deliverables are minimum requirements. The offeror is not limited to providing only those documents, and is encouraged to propose additional operational documentation as part of their proposal.

Note: Additional deliverables may be negotiated and specified in the contract award.

Provided in the chart below is a summary of the required deliverables:

	<u>ITEM</u>	<u>SCHEDULE</u>	<u>DELIVER TO</u>	<u>REF</u>
a.	Proposals for RFP	10 calendar days after receipt	Contracting Officer	C-2
b.	Proposals in response to Urgent RFP	2 working days after receipt	Contracting Officer	C-2
c.	SSP Award Procedures	60 days after contract award	Contracting Officer	C-5
d.	DO Interim Report	As requested by the sponsor	Sponsor	C-6a
e.	DO Final Report	At completion of DO performance period	Sponsor	C-6b
f.	Special Reports - Adhoc	As requested by the Government	Contracting Officer	C-6c
g.	SSP Fiscal Year Report	1 November of each year	Contracting Officer	C-6e

## **SECTION G CONTRACT ADMINISTRATION DATA**

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

DEC 1991

### **G-1 PAYMENT INFORMATION AND INQUIRIES**

The DFAS office indicated in Block 25 of the SF 33 should be contacted for information or inquiries regarding payments on this contract. Telephonic inquiries may be made on 1-888-332-7742 or electronic inquiries on <http://www.dfas.mil/money/vendor/index.htm>.

### **G-2 INVOICES**

a. Payment for management and administration (CLIN 0001) shall be based upon the number of delivery orders (units) issued. An invoice may be submitted monthly.

b. Bi-monthly invoices may be submitted for reimbursement of costs under CLIN 0002. Invoices for CLIN 0002 may include negotiated fee for tasks performed by prime contractor.

### **G-3 DELIVERY ORDERS**

The services required under CLIN 0002 - Section B, Supplies and Services will be requested by the Contracting Officer as required. For each acceptable SOW received from a sponsor, the Contracting Officer shall issue the contractor a RFP for the work desired. The contractor shall respond to the RFP with a proposal to accomplish the SOW. Government personnel will evaluate the proposal. If it is acceptable technically and financially, the Contracting Officer will award a DO normally within 5 working days subsequent to receipt of the proposal. Should the proposal not be acceptable, the contractor shall be notified immediately with relevant comments. Upon receipt of a signed DO from the Contracting Officer, the contractor shall take appropriate action to begin performance.

### **G-4 RELEASE OF INFORMATION**

a. All reports generated hereunder in any form (interim, draft and/or final) shall contain a disclaimer statement on the cover of the report similar to the following:

“The views, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless so designated by other documentation.”

b. A provision essentially as follows shall be included in each subcontract:

“The subcontractor will be free to utilize raw data and/or information generated during the course of this study without restrictions except the subcontractor will not publish interim or final technical reports nor publish data directly identifiable with the SSP, the ARO, or the contractor without the written approval of the Contracting Officer”.

### **G-5 APPROPRIATION AND FUNDING DATA (A/F)**

A/F data will be cited on individual delivery orders. Payments shall be made sequentially from accounting classification reference numbers.

## G.6 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the points of contact during the performance of the contract.

a. Contracting Officer Representative (COR) - A COR will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR. This letter will clarify to all parties to the contract the responsibilities of the COR. **At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.**

b. Contracting Officer- The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

## G.7 CONTRACTING OFFICER REPRESENTATIVE (COR) -- TECHNICAL DIRECTION

The Contracting Officer hereby designates the individual named below as the Contracting Officer Representative.

NAME: (to be designated at contract award)  
ADDRESS: (to be designated at contract award)  
PHONE NO: (to be designated at contract award)

The COR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

**G.8 POINT OF CONTACT FOR CONTRACT ADMINISTRATION**

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ INTERNET  
ADDRESS: \_\_\_\_\_

**G.9 SUBCONTRACTS/CONSULTANT ARRANGEMENTS**

a. When so required by FAR Part 44, the offeror's proposal shall identify all subcontracts/consultant arrangements proposed. Specifically, the following information shall be provided to the Contracting Officer:

- (1) Company name of each subcontractor, or the individual name in the case of independent consultants;
- (2) Names of each subcontractor corporate officers;
- (3) Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and
- (4) Scope of work to be performed by each subcontractor/ consultant.

b. Furthermore, throughout the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions or changes in subcontract/consultant arrangement entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the above-specified items of information for any subcontract/consultant arrangement that the Contractor proposed subsequent to contract award. The government may consider revision to this requirement if the contractor has a government approved purchasing system in accordance with FAR Part 44.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 ORGANIZATIONAL CONFLICT OF INTEREST

a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

b. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c. Remedies - The Contracting Officer may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the government may terminate the contract for default, or pursue such other remedies as may be permitted by law or the contract.

d. The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

### H.2 KEY PERSONNEL

a. The Contractor shall identify key personnel by position as shown below:

Position

Name

\_\_\_\_\_

\_\_\_\_\_

b. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

### **H.3 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

### **H.4 – CONTRACTOR MANPOWER REPORTING**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

**SECTION I CONTRACT CLAUSES****52.252-2 CLAUSES INCORPORATED BY REFERENCE**

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

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil>

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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-11 Alt I	Cost Contract--No Fee Alternate I	APR 1984
52.216-15	Predetermined Indirect Cost Rates	APR 1998
52.216-18	Ordering	OCT 1995
52.216-21	Requirements	OCT 1995
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005

52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-6	Royalty Information	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
52.230-2	Cost Accounting Standards	APR 1998
52.230-7	Proposal Disclosure--Cost Accounting Practice change	APR 2005
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	AUG 1996
52.233-3	Protest After Award	AUG 1996
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
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991

52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
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 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
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	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
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
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

252.232-7007	Limitation Of Government's Obligation	APR 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.235-7002	Animal Welfare	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
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)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
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**

The following full-text clauses are applicable to CLIN 0001 and CLIN 0002:

#### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the Chief of the U.S. Army RDECOM Acquisition Center-RTP Division** and shall not be binding until so approved.

(End of clause)

#### 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective

bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **SECTION J List of Documents, Exhibits and Other Attachments**

<b><u>Attachment Number</u></b>	<b><u>Title</u></b>	<b><u>Dated</u></b>
1	Small Business Subcontracting Plan	TBD
2	Quality Assurance Plan	TBD
3	Performance Based Standards	TBD

**SECTION K Representations, Certifications and Other Statements of Offerors**

**Note:** Offerors are required to submit representations and certifications on-line at <https://orca.bpn.gov/>

**CLAUSES INCORPORATED BY REFERENCE:**

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.222-25	Affirmative Action Compliance	APR 1984
52.226-2	Historically Black College or University and Minority Institution Representation	MAY 2001
52.227-15	Statement Of Limited Rights Data And Restricted Computer Software	MAY 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

**SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-4	Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions	JUN 1988
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	JUN 2005
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

exception should be granted, and whether the price is fair and reasonable.

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

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

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

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

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a five-year, Cost Reimbursable, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

#### AMCAC 52.216-4003 NOTICE – ADEQUACY OF ACCOUNTING SYSTEM (AUG 1999)

The contract awarded as a result of this solicitation will be an indefinite delivery indefinite quantity type. The successful offeror is required by FAR 16.301-3 to have an adequate accounting system. The adequacy of a

contractor's accounting system is determined in a review performed by the cognizant Defense Contract Audit Agency.

AMCAC 52.223-4000 NOTICE TO OFFERORS – USE OF CLASS I OZONE-DEPLETING SUBSTANCES (JAN 2000)

a. In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the clean Air Act (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

b. To comply with this statute, the Government has conducted a best effort screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C or the statement of work of this document.

c. If offerors possess any special knowledge about any other OSD required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

AMCAC 52.230-4001 DISCLOSURE STATEMENT FORM (OCT 2003)

Disclosure Statement Form CASB-DS-1 is not enclosed in this solicitation package. Any offeror meeting the criteria in FAR 52.230-3 for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (see the Federal Directory of Contract Administration Components at: <http://home.dema.mil/casbook/casbook.htm>) to obtain a copy of the form or for a template, go to: <http://www.dcaa.mil/casb.htm>. If the form cannot be obtained in from these sources, the offeror will advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Vonetta Y. Goodson, U.S. Army RDECOM- Acquisition Center, Research Triangle Park Contracting Division, P.O. Box 12211, Research Triangle Park, North Carolina 27709-2211.

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

(End of provision)

#### AMCAC 52.233-4052 AMC-LEVEL PROTEST PROGRAM APR 2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternate Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest, unless otherwise justified, to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing.

To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to: HQ, Army Materiel Command or Facsimile number (703) 806-866/8875  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527

Packages sent by FedEx or UPS should be addressed to: HQ, Army Materiel Command  
Office of Command Counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

AMC-Level Protest Procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

If Internet access is not available, contact the contracting officer to obtain the AMC-Level Protest Procedures.

#### **L-1 INVITE AND RECEIVE OFFEROR SUBMISSIONS**

Offerors who wish to respond to this solicitation shall submit all documents as defined in Section L.9 (INFORMATION TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION). Offerors shall submit statutorily required Certifications and Representations for review through the On-line Representations and Certifications Application. (See Section K).

All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L-9 of the solicitation by the proposal due date will not be considered for further evaluation.

#### **L-2 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted electronically to [vonetta.goodson@us.army.mil](mailto:vonetta.goodson@us.army.mil). Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at [www.aro.army.mil/](http://www.aro.army.mil/). The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by 2PM E.S.T. 16 August 2006. Receipt of late questions will **not** result in an extension to the proposal due date.

#### **L-3 INCUMBENT CONTRACTOR**

This requirement is currently being performed under ARO Contract DAAD19-02-D-0001. The current contractor is Batelle Memorial Institute, 505 King Avenue, Columbus, OH 43201-2693.

#### **L-4 EVALUATION OF PROPOSALS**

The Army Research Office will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

#### **L-5 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR 52.215-1, The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer

determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **L-6 INCURRING COSTS**

The Army Research Office shall not be obligated to pay any cost incurred by the offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Army for the expenditure of public funds in connection with this procurement.

#### **L-7 AMENDMENTS TO PROPOSALS**

Amendments to proposals shall be submitted prior to the solicitation closing date as a complete revised proposal and labeled "Revised Proposal." Change pages will not be accepted.

#### **L-8 KEY PERSONNEL**

The offeror shall identify key positions by title and the personnel by name who will fill them (See Section H.3 Key Personnel).

The offeror shall provide resumes for key personnel. Resumes shall be limited to 3 pages.

#### **L-9 INFORMATION TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION**

##### **Program Structure and Objectives**

The Scientific Services Program is designed to provide scientific, technical and analytical services for solution of problems related to research and development projects within the Government. The Government has a continuing need to acquire these types of services to assist in solving problems common to various missions of agencies and commands. The ARO mission statement requires that the ARO provide these types of services to various elements of the Government. The contract is segregated into 2 segments: (1) prime contractor's administrative management of the program and (2) non-personal scientific, technical and analytical services to accomplish specific tasks via delivery orders. CLIN 0001 provides funds for the contractor's personnel to manage the entire program. This CLIN is performance-based and measurable performance standards will be established. CLIN 0002 provides the mechanism through which the ARO may task the contractor to provide the required services for solution of problems related to research and development within the Government via delivery orders. See Section C. The prime contractor must have the capability to conduct 25% of the STAS requirements.

#### **L-10 VOLUMES**

The contractor shall submit the SSP proposal in 4 volumes:

- Volume 1 Technical Capability
- Volume 2 Past Performance
- Volume 3 Cost
- Volume 4 Quality Assurance Plan

**L-11 PROPOSAL COVER PAGE**

The contractor shall complete the provided form in Section L, Appendix A herein. The form provides information required by the Government and shall be utilized as the proposal cover page.

**L-12 HAND-CARRIED OFFERS**

All hand-carried offers shall be delivered to:

U.S. Army Research Office  
RDECOM Acquisition Center  
Research Triangle Park Contracting Division  
ATTN: Vonetta Y. Goodson, W911NF-06-R-0007  
4300 South Miami Boulevard  
Durham, North Carolina 27703-9142

Any method of delivery other than the U.S. Postal Service shall be considered hand-carried and offeror's are responsible for receipt at the designated place and time (see FAR 15.208). Hand-carried offers shall be submitted in sealed envelopes and shall be marked with the solicitation number W911NF-06-R-0007 on the outermost commercial mail pouch or envelope. In addition, the outermost envelope shall be clearly marked with the time specified for receipt and the name and address of the offeror.

**L-13 DELIVERIES BY MAIL**

Offers to be delivered by mail shall be addressed as follows:

U.S. Army Research Office  
RDECOM Acquisition Center  
Research Triangle Park Contracting Division  
Attn: Vonetta Y. Goodson, W911NF-06-R-0007  
P.O. Box 12211  
Research Triangle Park, North Carolina 27709-2211

Request the offeror submit 1 copy to the cognizant Defense Contract Audit Agency (DCAA). Be sure to advise the DCAA that the proposal is "For Official Use Only" and "Source Selection Information—See FAR 3.104".

**L-14 PROPOSAL PREPARATION**

a. The offeror's proposal must include all data and information requested by Section L - Instructions To Offeror (ITO). Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.

b. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements. Offerors shall assume that the Government, having no prior knowledge of the offeror's facilities and experience, will base its evaluation on the information presented in the offeror's proposal.

c. The proposal shall not contain elaborate brochures or documentation, binding, detailed artwork, or other embellishments.

d. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals for six months. Unless the offeror requests otherwise, the Government will destroy extra copies of unsuccessful proposals.

#### **L-15 REFERENCE LIBRARY**

A reference library has been established containing a description of the program, a sample source list (subcontractors) and potential offeror's questions and answers. The SSP website provides a SOW sample, and a pricing sample. The reference library also provides a list of Government sponsors. The provided lists are not all inclusive but are considered representative. The question and answer section are questions asked by offerors and responses provided by the government. The reference library should assist in providing an offeror a greater understanding of the SSP.

The reference library is located at <http://www.arl.army.mil/main/main/default.cfm?Action=29&Page=254>. The point of contact for the reference library is Ms. Vonetta Goodson, [vonetta.goodson@us.army.mil](mailto:vonetta.goodson@us.army.mil)

#### **L-16 ORAL PRESENTATION**

Oral presentations are not anticipated.

#### **L-17 ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS**

The offeror shall prepare the proposal as set forth in the proposal organization table below. The titles and contents of the proposal shall be as defined in this table, all of which shall be with the required page limits and within the number of copies specified in the table below. The contents of each proposal volume are described in the ITO paragraph as noted in the table below. Each volume of the proposal should be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name, address and Point of Contact (POC) information. The same identifying data should be placed on the spine of each binder (except POC). Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

<b>VOLUME NUMBER</b>	<b>ITO PARAGRAPH NUMBER</b>	<b>VOLUME TITLE</b>	<b>NUMBER OF ELECTRONIC COPIES (CD'S)</b>	<b>NUMBER OF HARD COPIES</b>	<b>MAX PAGE LIMIT</b>
I	L-22	Technical Capability (Technical and Management)	1	9	50
II	L-23	Past Performance	1	9	10
III	L-24	Cost	1	9	40
IV	L-25	Quality Assurance Plan	1	9	N/A

**L-18 PAGE LIMITATIONS**

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When both sides of a sheet of paper display printed material, it shall be counted as 2 pages. The Executive summary, cover pages, tables of contents, tabs, and glossaries are excluded from page count (the pages shall be numbered). Page size shall be 8.5 X 11 inches, not including foldouts. Pages shall be single-spaced with 1.0 line spacing. The font size shall be no smaller than 10. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1-inch margins on the top and bottom and side margins. Pages shall be numbered sequentially by volume. Electronic proposals are required in the form of CD's formatted for Microsoft Office 2000 or newer and formatted for 8.5 X 11 inches. Legible tables, charts, graphs and figures may be used whenever practical to depict organizations, systems and layout, schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 X 17 inches in size. Foldout pages shall fold entirely within the volume and shall be counted as a separate page. Foldout pages may be used only for large tables, charts, graphs, diagrams, and schematics; not for text.

**L-19 COST OR PRICING INFORMATION**

All cost or pricing information shall be addressed ONLY in the Cost Volume, Volume III. The Section B Schedule of the RFP shall include the Total Amount for CLIN 0001 for a 5-Year Period of Performance. CLIN 0002 will not be priced as it is reserved for delivery orders. The offeror will support/document costs proposed pursuant to Volume III requirements.

**L-20 CLASSIFIED INFORMATION**

The SSP contract will be unclassified.

**L-21 ELECTRONIC OFFERS**

In addition to the hard copies requested electronic copies are required in the following format:

One CD is required for each volume formatted for Microsoft Office 2000 (or newer) and formatted for 8.5 X 11 inches.

**L-22 VOLUME I TECHNICAL CAPABILITY (50 PAGES MAXIMUM)**

a. Executive Summary (Introduction) - A concise narrative summary entitled "Executive Summary" of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal. The narrative summary is excluded from the page count and evaluation.

b. General- The Technical Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. The proposal will be evaluated against the Technical Capability Factors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology used for accomplishing/satisfying the Technical Capability Factors. All the requirements specified in the solicitation are mandatory. By proposal submission, the offeror is representing that the firm will perform all the requirements specified in the solicitation. Do not merely reiterate the objective or reformulate the requirements specified in the solicitation.

c. Organization- The Technical Capability volume shall be organized according to the following general outline:

- (1) Table of Contents
- (2) List of Table and Drawings, if applicable
- (3) Glossary, if applicable
- (4) Cross Reference Matrix
- (5) Factor 1 Subcontract Administrative Capability
- (6) Factor 2 Management Information System (MIS)
- (7) Factor 3 Promoting the Program
- (8) Factor 4 Research and Development Management Capability
- (9) Factor 5 Research and Development Performance Capability

d. Specific Content- The offeror must state the proposed approach to meeting the requirements of each Technical Capability factor, as well as associated risks in terms of Technical Capability performance and/or schedule. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements. Suggest a realistic “work-around” or risk mitigation for identified risks that will eliminate or reduce risk to an acceptable level.

**L-23 VOLUME 2 PAST PERFORMANCE (10 PAGES MAXIMUM)**

a. Past performance information is required on 3 contracts that the offeror considers most relevant in demonstrating the ability to perform the proposed effort. The form provided in d. below shall be completed for each of the contracts. On a continuation sheet provide rationale supporting offeror assertion of relevance.

b. Organization- The past performance volume shall be organized according to the following general outline:

- (1) Table of Contents
- (2) Glossary, if applicable
- (3) Cross Reference Matrix, if applicable
- (4) Form – Contract # 1 (and Continuation Sheets, if applicable)
- (5) Form – Contract # 2 (and Continuation Sheets, if applicable)
- (6) Form – Contract # 3 (and Continuation Sheets, if applicable)

Offerors are cautioned that the Government will use data provided by each offeror in this volume and may obtain data from other sources in the evaluation of past performance.

c. Specific Content- Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. This may allow the offeror to be considered a higher confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required.

d. Submittal Form- The offeror shall provide the information requested in the form provided below for 3 current contracts. Information may be provided on an 8 1/2 X 11 sheet of paper. Entitle the sheet “VOLUME II Past Performance Information Form on previous contract numbered \_\_\_\_\_”.

1. Contract Number: _____ - - - - _____ Prime _____ Subcontractor
2. Contractor (Name, Address and Zip Code) CAGE CODE: _____ DUNS NO. _____
3. Type of Contract (Mark appropriate box with an X) _____ Negotiated _____ Sealed Bid _____ Fixed Price _____ Cost Reimbursement _____ Hybrid
4. Complexity of Work: _____ Difficult _____ Routine
5. a. Program Title:  b. Description of Work:  c. Period of Performance:  d. Place of Performance:  e. Relevancy of Work:
6. a. Contract Dollar Value: _____ b. Status: _____ Active _____ Complete
7. a. Date of Award: _____ b. Contract Completion Date: _____
8. Type and Extent of Subcontracting:
9. a. Name, Address, Telephone Number and email address of the Contracting Officer:  b. Name, Address and Telephone Number and email address of the Contracting Officer's Representative (COR), Administrative Contracting Officer (ACO), or other reference as applicable:

e. Organization Structure Change History- Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what Past Performance is relevant to this acquisition. Offerors shall provide an explanation of organizational changes necessary to clarify relevancy of Present/Past Performance.

#### **L-24 VOLUME 3 COST (40 PAGES MAXIMUM)**

a. Cost information supporting CLIN 0001 (Section 1)

These instructions are to assist the offeror in submitting the Cost Volume information other than cost or pricing data that is required to evaluate the reasonableness and realism. Compliance with these instructions is mandatory and failure to comply may result in an unfavorable evaluation of the offeror's proposal. Note that unrealistically low or high proposed costs or prices may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Offers should be able to demonstrate reasonableness and realism. The burden of proof for credibility of proposed costs/prices rests with the offeror.

b. Organization

Each offeror shall submit a Cost volume with its proposal. The Cost volume shall be organized according to the following general outline which includes the following sections:

- (1) Table of Contents
- (2) Section 1 Cost Information CLIN 0001
- (3) Section 2 Contractual Documentation of Sections A through K

c. Estimating System

The offeror shall provide a summary description of the offeror's standard estimating system or method used in preparing the cost proposal. The summary description shall cover separately each major cost element (e.g., direct material, engineering labor, indirect costs, other direct costs, overhead, G&A, etc.). Also, identify any deviations from the offeror's standard estimating procedures in preparing this proposal. Indicate whether the system has been approved by the Government and if so, provide evidence of such approval.

d. Purchasing System

The offeror shall provide a summary description of the offeror's purchasing system or methods used in preparing the proposal (e.g., how material requirements are determined, how sources are selected when quotes are obtained, the assurance of quality, etc.). Also, identify any deviations from the standard procedures of the offeror in preparing this proposal. Indicate whether the system received Government approval and if so, provide evidence of such approval.

e. Accounting System

The offeror shall indicate whether the offeror's accounting system is Government approved and if so, provide evidence of such approval. Also, identify any deviations from the standard procedures in preparing this proposal.

f. Past Experience-Based Estimates

Where cost estimates are based upon past experience, the offeror shall identify the past experience, explain how the past experience relates to the current effort (including similarities and differences), and how cost data available from the past experiences was adapted to the current effort.

g. Schedule of Hours by Labor Skill Mix

The offeror shall submit a schedule showing total proposed hours summarized by labor skill mix. This schedule is to include identified subcontractors and inter-divisional transfer(s) hours. In addition, the schedule shall provide labor classification statements for each category of labor proposed (prime, subcontracts, and inter-divisional) describing position qualifications (education, years of experience, etc).

h. Subcontractors

The offeror shall submit a listing of the proposed subcontractors, if any, for CLIN 0001 showing (a) the supplier, (b) description of effort, (c) type of contract with subcontractors, (d) price and hours proposed by each, and (e) price and hours included in prime's proposal to the Government.

i. Major Material Items

The offeror must submit a listing of each major material item proposed with an extended value exceeding \$5,000.00 showing nomenclature, part number, quantity required, unit price and extended price.

j. Schedule of Rates

A schedule showing proposed direct and indirect rates by year shall be provided. This schedule is to include prime contractor, and subcontractor rates. **If subcontractor rates are not available to the prime contractor, the prime contractor shall direct the subcontractor to submit rate package directly to the Contracting Officer.**

k. Total Contract Cost Summary

A total program cost summary is required, by major cost elements for CLIN 0001 using the format below.

<b>CLIN 0001</b>	<b>Total</b>	<b>5 Year Program</b>
<b>Element</b>	<b>Hours</b>	<b>Total</b>
Material		
Direct Labor		
Direct Labor Overhead		
Subcontracts		
Other Direct Costs		
G&A		
Estimated Cost		
Facility/Capital Cost of Money		
Subtotal		
Profit/Fee		
Total		

The offeror shall also provide a cost summary by major cost elements for CLIN 0001 using a similar format found below (may add elements) for each of the 5 Years (1 November to 30 October) and provide written support for proposed costs.

<b>CLIN 0001</b>	<b>FY1 \$</b>	<b>FY2 \$</b>	<b>FY3 \$</b>	<b>FY4 \$</b>	<b>FY5 \$</b>	<b>Total \$</b>
<b>Element</b>						
Material						
Direct Labor						
Direct Labor O/H						
Subcontracts						
Other Direct Costs						
G&A						
Estimated Cost						
Facility/Capital Cost of Money (FCOM)						
Subtotal						
Profit/Fee						
Total						

The offeror shall not propose costs for CLIN 0002 at this time. CLIN 0002 costs will be negotiated prior to the issuance of delivery orders. Based on historical pricing CLIN 0002 costs are estimated at \$95 million for the 5-year contract.

## **L-25 CONTRACTUAL DOCUMENTATION**

a. The purpose of Section 2 of the cost volume is to provide information to the Government for preparing the contractual document and the supporting contract file. The offeror's proposal shall include a signed copy of the Standard Form (SF) 33 Solicitation, Offer and Award, and Sections A through Section J as Volume 3, Section 2. Signature by the offeror on the SF33 constitutes an offer, which the Government may accept. The original copy should be clearly marked under separate cover and should be provided without any punched holes.

b. Solicitation/Contract Form: Complete pricing information in Section B, CLIN 0001, of the contractual document.

c. The successful offeror's proposal shall be incorporated into the contract by reference.

d. In the event exceptions are taken to any terms and conditions of the contractual document, to any of its formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain the impact, if any, on the performance, schedule, cost and specific requirements of the solicitation.

e. Section K – Representations, Certifications, and other Statements of Offerors

Offeror shall complete required fill-ins found in the representations, certifications, acknowledgements and statements found online at <https://orca.bpn.gov/>.

f. Section J – Attachment and Exhibits

If the offeror is other than a small business concern, include a Subcontracting Plan (Attachment 1) in accordance with FAR 19.702. The plan must be approved by the Contracting Officer prior to contract award. The subcontracting plan is not included in the cost volume page count.

**L-26 VOLUME 4 QUALITY ASSURANCE PLAN-** The contractor shall submit a Quality Assurance Plan in support of CLIN 0001, Administrative Management. The Quality Assurance Plan will be evaluated as part of the technical capability evaluation and will not have a set page limit.

This plan shall, at a minimum, address the following.

- (1) Sampling and measuring techniques for CLIN 0001. This plan will ensure attainment of the Acceptable Performance Level in the Statement of Work for CLIN 0001. This plan must be agreeable to both the Government and Contractor and must use one of the following methods: 100% inspection, Customer Feedback, Random Monitoring, or Periodic Sampling. The plan must detail the procedures to be utilized to insure inspection will be taken from all phases of work flow.
- (2) Where and by whom daily contractor process controls and inspections will be performed. Contractor shall state the number of people that shall be permanently assigned to this program and their assignments.
- (3) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating and ascertaining the causes of deficiencies.
- (4) How and when daily inspection and tests or reviews will be held to check for: 1) errors and 2) timeliness.
- (5) Describe how verification will be accomplished to insure that all orders have been processed in full.
- (6) Describe the safeguarding and protection of privacy information.

Failure to maintain the plan submitted and approved by the Government may result in the Government's termination of the contract for default.

All requested quality control samples (for use by Government representatives) must be supplied at no additional cost to the Government.

SSP PROPOSAL COVER SHEET  
W911NF-06-R-0007

Section L  
Appendix A

<p>1. Submit 9 Copies of Proposal to:</p> <p>U.S. ARMY RESEARCH OFFICE RDECOM Acquisition Center Research Triangle Park Contracting Division Attn: Vonetta Y. Goodson P.O. Box 12211 Research Triangle Park, North Carolina 27709-2211</p>	<p>2. Name of Offeror submitting 9 Copies of Proposal:</p>
--	--

<p>3. Commercial and Government Entity Code:</p> <p>_____</p>	<p>4. Data Universal Numbering System Number (DUNS):</p> <p>_____</p>	<p>5. Taxpayer ID Number:</p> <p>_____</p>
---	---	--

<p>6. Offer to check appropriate "Type of Business":</p> <p><input type="checkbox"/> Large Business    <input type="checkbox"/> Small Business    Type of Small Business: _____</p> <p><input type="checkbox"/> Educational    <input type="checkbox"/> HBCU    <input type="checkbox"/> Hispanic    <input type="checkbox"/> Indian Tribal</p> <p><input type="checkbox"/> Non-Profit    <input type="checkbox"/> Not-For Profit    <input type="checkbox"/> Other (Specify) _____</p>	
---	--

<p>7. The offerors proposal includes the following:</p> <p><input type="checkbox"/> GFE    <input type="checkbox"/> GFP    <input type="checkbox"/> GFI    <input type="checkbox"/> Government Purpose Rights Data    <input type="checkbox"/> Proprietary Data</p> <p><input type="checkbox"/> Unlimited Rights    <input type="checkbox"/> Limited Rights</p>
---

<p>8. Proposal is valid until (minimum of 3 months)</p>	<p>9. Proposed Total Amount</p>
---	---------------------------------

<p>10. Cognizant Audit Agency (DCAA) Address and Point of Contact:</p>	<p>11. Questions on proposal shall be addressed to the offerors named representative:</p>
--	---

<p>12. Offerors Representative Authorized to Conduct Negotiations:</p>
--

<p>13. Signature:</p>
-----------------------

**SECTION M EVALUATION FACTORS FOR AWARD:****M-1 Basis For Contract Award:**

This is a best value source selection conducted in accordance with Army Material Command Pamphlet 715-3 (AMC-P 715-3), Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR) and local procedures. Award will be made to the offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the RFP requirements and is judged to represent the best value to the government. The best value is the most advantageous offer, price, past performance, and other factors considered, providing best technical quality, business aspects, risks, and price, and in consonance with the Governments stated importance of evaluation criteria. To arrive at a best value decision, the government will review the specified criteria; Technical Capability, Past Performance, and Cost as described below. The Government intends to award without discussions but reserves the right to invoke discussions if required. The government intends to select ONE offeror for the Scientific Services Program. However, pursuant to FAR 15.305(b) the Government may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

**M-2 Evaluation Criteria and Their Relative Order of Importance**

The following areas will be evaluated: technical capability, cost, and past performance. The order of importance is in descending order. Technical capability is slightly more important than cost/price and significantly more important than past performance.

**M-3 Evaluation Factors**

3.1 The government will conduct a structured technical capability evaluation that examines an offeror's ability to understand and perform the Government's requirements. The factors to be evaluated under Technical Capability are as follows:

a. Subcontract Administrative Capability: The offeror must demonstrate the capability to employ administrative staff and expertise to award, negotiate, and manage R&D subcontracts, including modifications and reporting requirements, interfacing routinely and effectively with both task order performers and Army Research Office program management.

b. Management Information System (MIS): The offeror must describe the data systems, procedures, techniques, and methods that he will employ to support management of the SSP, including the ability to produce sortings against both fiscal and technical content of task order records.

c. Promoting the Program: The offeror must outline a plan for ongoing advertisement of the SSP machinery to diverse, potential new government customers, neither under the auspices of nor assuming the participation of Army managers.

d. Research and Development Management Capability: The offeror must designate technical managers with the academic and experiential backgrounds to analyze scientific statements of work within many disciplines, and to correlate them with resumes of potential performers and/or of potential peer reviewers.

e. Research and Development Performance Capability: The offeror must demonstrate that his corporate affiliates employ technical personnel covering a broad enough range of specialties so as to be able to execute at least 25% of the SSP task orders that may be placed in a typical year.

3.2 The government will conduct a structured evaluation of cost that examines an offeror's proposal for reasonableness and realism. No rating scales are necessary for cost evaluations as cost is not rated or scored. The criteria will be found in Section M "Evaluation Factors for Award" of the solicitation. (Attachment 2) The Cost Evaluation Team will determine reasonableness and realism as follows:

a. Reasonableness: The Cost Evaluation Team determines reasonableness by: 1) evaluating the separate cost elements and profit/fee in an offeror's proposal; 2) evaluating how well the proposed costs represent what the cost of the contract should be; 3) comparison to the Independent Government Estimate; and 4) historical costs for similar services and/or information provided by the cognizant Defense Contract Audit Agency (DCAA).

b. Realism: The Cost Evaluation Team determines realism by independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are: 1) realistic for the work to be performed; 2) reflect a clear understanding of the requirement; 3) consistent with the unique methods of performance and materials described in the offeror's technical proposal.

The offeror's cost proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, to determine if it is realistic and reasonable.

3.3 The government will conduct a structured past performance evaluation that examines an offeror's past performance to determine an offeror's ability to perform as proposed. The government will gather information from applicable sources through the use of the Past Performance Questionnaire (Attachment 3). The factors to be evaluated under Past Performance are as follows:

a. Program Management: The offeror: 1) provided an experienced manager with the technical and administrative abilities needed to meet contract requirements; 2) hired experienced subcontractors; 3) completed contractual requirements in a timely manner, 4), demonstrated the ability to grasp the program's needs, and 5) provided quality products.

b. Cost Control: 1) no cost over-runs were due to offeror performance; 2) cost proposals accurately represented required work; and 3) cost information was accurate, complete and reasonable.

c. Small Business Participation: The offeror: 1) demonstrated the ability to subcontract to Small Businesses and HBCU/MI; 2) demonstrated the ability to meet subcontracting goals by submitting their Subcontracting Report for Individual Contracts (Standard Form 294) on previous contracts, which reflects a substantial percentage of Small Business Participation

**M-4 Color Rating**

A color rating scale will be utilized in the areas of Technical Capability and Past Performance to depict how well each offeror's proposal meets the factors.

4.1 The scale below reflects the colors and the definition of each color to be used in the evaluation of technical capability.

<b><u>COLOR</u></b>	<b><u>DEFINITION</u></b>
Dark Blue	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements.
Green	High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Yellow	Adequate quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
Pink	Overall quality cannot be determined because of errors, omissions or deficiencies which are capable of being corrected without a major rewrite or revision of the proposal.
Red	A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions can not be corrected without a major rewrite or revision of the proposal.

4.2 The scale below reflects the colors and the definition of each color to be used in the evaluation of Past Performance. The past performance assessment will assess the offeror's demonstrated ability (which includes, if applicable, the extent of its critical subcontractors, teaming partner's involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated past work record.

Dark Blue	Based on offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Green	Based on the offeror's past performance record little doubt exists that the offeror will successfully perform the required effort.
Yellow	Based on the offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort.
Pink	Based on the offeror's past performance record substantial doubt exists that the offeror will successfully perform the required effort.

Red	Based on the offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort.
Unknown Risk	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment (neutral).

4.3 A relevancy determination of the offeror's past performance, (which includes, if applicable, the extent of its critical subcontractors, teaming partners involvement) will be made. The Government will consider an offeror's contracts in aggregate in determining relevancy, should the offeror's past performance lend itself to this approach. For example, an offeror's work experience on 3 past contracts may by definition represent only a *semi-relevant* effort when each contract is considered as a stand-alone effort. However, when said contracts are performed concurrently (in part or in whole) and are assessed in aggregate, the work more accurately reflects a *very relevant* effort. **Once the relevancy assessment is completed, this assessment will be wrapped into an overall color rating for past performance.**

4.4 The following rating scale will be used in assessing Relevancy for Past Performance:

- VERY RELEVANT: Past performance programs involved the magnitude of effort and complexities which are *essentially* what this solicitation requires.
- RELEVANT: Past performance programs involved less magnitude of effort and complexities, including *most* of what this solicitation requires.
- SEMI-RELEVANT: Past performance programs involved much less magnitude of effort and complexities, including *some* of what this solicitation requires.
- NOT RELEVANT: Did not involve any significant aspects of above.

#### **M-5 Sources of Information for Past Performance:**

Information utilized will be obtained from the references listed in the offeror's proposal, and government databases. Evaluation of past performance will include consideration of overall customer satisfaction and conclusions of informed judgment in accordance with references received. Offerors will be given an opportunity to address adverse past performance information if the offeror has not had a previous opportunity to review the rating. The offeror will provide past performance information on a minimum of 3 current contracts.

Attachment (1) Small Business Subcontracting Plan, and Attachment (2) Quality Assurance Plan will be submitted by the offeror.

**PERFORMANCE BASED STANDARDS (ATTACHMENT 3)**

<u>Performance Objective</u>	<u>Performance Standard and Acceptable Quality Level (AQL)</u>	<u>Monitoring Method</u>
Contractor shall support ARO in managing, coordinating, and executing the Scientific Services Program. Support shall include:	IAW individual Task standards	Program Management Review
1. Evidence of effective use of the SSP database.	95% of all data reviewed in accordance with the offeror's competitive procedures contained multiple sources from the database.	Contracting Officer annual on-site reviews.
2. Timely submission of monthly, and annual reports required by the government.	No more than 5% of the reports to the appropriate government contact may be later than the specified time period.	Review spreadsheet that specifies when reports were submitted by the contractor.
3. Quality of service.	No more than 2% of the feedback received about the contractor's service may be negative.	Contracting Officer documents the file with all positive and negative feedback from customers.
4. Outline a plan for SSP advertising.	Report annually on advertising for SSP.	COR reviews recommendations in the plan and discusses with the contractor.
7. Provisionally close SSP orders in a timely manner.	At least 95% of all orders must be closed one year from final submission of the technical report.	Contracting Officer review ARO database.

## REMEDIES FOR NONPERFORMANCE AT THE AQL ESTABLISHED

1. When performance is below standard for a given period of time, increase surveillance or contractor reporting.
2. When contractor is not performing at the AQL set up remediation sessions with the Contracting Officer and COR to determine why they are not meeting the performance standards established in the contract.