

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   43	
2. CONTRACT NO.		3. SOLICITATION NO. W911NF-10-R-0004	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 20 Jul 2010	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)		CODE	
TEL: FAX:			<b>See Item 7</b>		TEL: FAX:		

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ 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 \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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### OFFER (Must be fully completed by offeror)

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

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

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

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

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

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

**Section A – Solicitation Contract Form**

A-1 The RDECOM Contracting Center, Contracting Division anticipates awarding a single Indefinite Delivery Indefinite Quantity (IDIQ) two year, hybrid contract that will contain a Firm Fixed Price CLIN and a Cost Plus Fixed Fee CLIN in support of the Scientific Services Program (SSP). The contract will have a minimum order of \$100,000.00 and a maximum order of \$94,000,000.00. A performance-based acquisition for services will be utilized for this procurement. All offerors are encouraged to propose a Section B that is innovative and that offers the best value.

A- 2. The contractor’s proposal will be evaluated with the factors Technical Capability, (2) Management Capability, (3) Past Performance, (4) Price, and (5) Small Business Participation Plan listed in descending order of importance. See evaluation factors in Section M.

A-3. This solicitation is subject to availability of funds.

A-4. Proposals in response to this solicitation are due on Monday, August 23, 2010, 2:00 PM Eastern Standard Time.

**Section B - Supplies or Services and Prices**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		500	Task Orders		

Administrative Management  
 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 task order and its associated modifications (administrative and funding changes) and reports through completion and closeout.

FOB: Destination

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MAX  
NET AMT

ITEM NO SUPPLIES/SERVICES  
0002

Scientific and Technical Services

Cost Plus Fixed Fee - This CLIN includes individual Statements of Work as provided in task orders in support of the STAS program defined in Section C, Statement of Work. Cost will be negotiated for each task order.

FOB: Destination

ESTIMATED COST \$94,000,000.00

ITEM NO SUPPLIES/SERVICES  
0003

Contractor Manpower Reporting

Firm Fixed Price - This CLIN provides costs associated with Contractor Manpower Reporting. The contractor shall determine whether to price or not separately price the requirement. Contractor Manpower Reporting applies only to Army organizations that receive or benefit from contracted services. Based on historical data, 177 task orders are awarded as Army tasks annually. This CLIN will account for the costs to input reporting on the Army tasks.

FOB: Destination

ESTIMATED COST \$1,000.00

## **Section C - Descriptions and Specifications/Statement of Work**

**C.1 Scope:** The Scientific Services Program (SSP) is a fast, straightforward contract mechanism that enables all federal government organizations to obtain scientific/technical services needed to accomplish their organizational goals and mission objectives. Through the SSP, non-government scientists, engineers, and other individuals with unique scientific and highly technical expertise can be quickly subcontracted to perform short term, well defined efforts. The different areas of performance include: Chemical Sciences, Life Sciences, Materials Science, Physics, Medical and Health Sciences, Electronics, Computing Sciences, Environmental Sciences, Mathematics, Engineering Sciences, Modeling and Simulation, Network Sciences, Psychology and Social Sciences.

The contractor shall provide non-personal, intermittent, short-term scientific and technical services known as STAS for the solution of specific problems related to research and development funded by various Government commands and/or agencies. The problem to be solved in each task shall be scientific and/or technical. The SSP program is not designed to provide advisory and assistance services (e.g., program management activities, open ended advisory functions, market/business analytical activities, evaluation of agency operations, on-going support to internal operations, etc. Nor is the program designed to fill agency staffing shortfalls or to circumvent personnel ceilings and competitive employment procedures.

These services shall be provided via Contract Line Item 0002 (task orders) and shall not exceed an 18 month performance period. The contractor shall make an independent search for personnel with the required skills necessary for the identified tasks. The contractor must be able to locate and subcontract with qualified individuals, universities, nonprofit organizations and industrial organizations (large and small business). The contractor must also possess the capability to conduct 35% of the STAS requirements by using its own facilities and staff.

The contractor may assess a fixed fee for performance of effort on CLIN 0002. However, the contractor may not access a fee on pass through tasks. The offeror is able to propose costs under CLIN 0001 to account for risk associated with managing subcontracts.

The contractor shall be responsible for all work accomplished regardless of the performer (prime or subcontractor).

**C.2 Task Order Procedures and Cost:** For each potential task order, the contractor shall receive a Request for Proposal (RFP) which includes a Statement of Work (SOW). The SOW delineates the specific scientific/technical problem to be solved (other than the lack of in-house capability and/or staff) and the services to be acquired by the Government. The details for these services shall be described using active voice verbs such as study, investigate, analyze, interpret, evaluate or assess. For services that the prime contractor will perform under CLIN 0002, the prime is able to propose a fee associated with the task. This fee will be negotiated prior to awarding the task order.

The contractor shall provide a proposal to the Government in accordance with the RFP within 15 calendar days. Based on historical data approximately 300 RFPs will be issued annually. Out of the 300 RFPs issued annually, 15 urgent RFPs will be anticipated annually requiring a 2 work-day turnaround.

The cost for management and administration of task orders (C-2 through C-8) shall be included in CLIN 0001.

**C.3 SSP Database:** The contractor shall maintain the Government's database of over 6,000 analysts/resources that provides program services. The database is an operating system with Datatrieve as the data entry and retrieval language. The database contains information on the analysts such as education and years of experience. The database also contains information regarding the company size. The database shall remain the property of the Government and shall be furnished to the succeeding contractor along with all documentation and associated data on the database upon completion of the contract.

**C.4 Task Order Tracking System:** The contractor shall have a task order tracking system. The contractor's tracking system will provide the contractor and the Government the current status of any and/or all task 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 task order award, the task order number, the task order subject, the sponsoring Government activity, date of the task order completion, the date the task order was terminated, the amount negotiated for each task order, the names of subcontractors, deliverables received and other information relative to a task order. The task order tracking system will be evaluated under Management Capability.

C.5 Security Clearance: The contractor shall ensure that persons (subcontractors or prime contractor employees) performing effort under task orders have security clearances (if applicable) commensurate with those required by the task order. The contractor is responsible for the administration of all security requirements in accordance with the applicable National Industrial Security Program Operating Manual (NISPO) found at <http://www.fas.org/sgp/library/nispom/nispom2006.pdf>. The contractor shall be responsible for 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.

The contractor shall have facilities and personnel to handle classification up to and including Top Secret per DoD 5220.22-M (National Industrial Security Program Operating Manual (NISPOM)). Security requirements will be set out in each individual classified task SOW and DD Form 254.

C.6 Scientific Staff: The contractor shall have a diversified, highly qualified, and highly trained staff to manage the program and to provide non-personal scientific, technical and analytical services under CLIN 0002. The contractor must also possess the capability to conduct 35% of the STAS requirements by using its own facilities and staff. 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.

C.7 Contract Closeout: The contractor shall close all task orders under the Scientific Services Program within one year of receiving the final technical report. In closing out the task order the contractor shall verify that all technical requirements have been met, verify that the final report and any other deliverables have been provided to the funding agency, verify the final voucher and release have been received and verify any inventions have been disclosed. If task orders are not closed out in a year, the contractor's past performance will reflect a negative rating.

C.8 Contract Policy #10-3 Accounting for Contract Services Clause 5152.0237-4005

Applicability: The following clause applies to Contracts, Purchase Orders, and Task and Delivery Orders that include services (which are not included in overhead costs). Classified contracts are reported to the U.S. Army Force Management Support Agency at their SIPRNET address (703-805-4188, DSN 655, STU 4331). Excluded: Construction, Utilities, Grants, Other Transactions, and reimbursable funding sources funding Army requirements (Foreign Military Sales & civil works) 21 Nov 06 - AC 5152.0237-4005.

Accounting for Contract *Services* (OCT 2008):

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 must create and account before entering the site and 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 subcontractors);
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors);

- (7) Total payments (including subcontractors);
- (8) Predominant Federal *Service* Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different);
- (9) 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 subcontractors perform the work (specified by zip code in the United **States and nearest city, country, when in an overseas location, using standardized nomenclature provided** on website),
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

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

Contractors may use a direct Extensible Markup Language (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 D - Packaging and Marking**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with standard commercial practices. Reports may be required to be submitted electronically as well as in hardcopy.

**Section E - Inspection and Acceptance**

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

APR 1984

**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 PERFORMANCE PERIOD**

The performance period of the contract is 24 months after the date of award. In accordance with FAR 52.216-18 Ordering, any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Therefore, a task order period of performance could go beyond the performance period of the basic contract.

**F.2 PLACE OF PERFORMANCE**

The place of performance for CLIN 0001 will be at the contractor's facility, and the place of performance for CLIN 0002 will be identified in the task orders.

**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 task orders issued. All invoices must be submitted monthly in accordance with DFARS 252.232-7003 through Wide Area Workflow at <https://wawf.eb.mil>.

b. Monthly invoices shall be submitted for reimbursement of costs under CLIN 0002 through Wide Area Workflow. Submit all invoices electronically at <https://wawf.eb.mil> using the procedures found in DFARS 252.232-7003. Invoices from various ordering agencies will be paid by the appropriate DFAS office.

**G.3 APPROPRIATION AND FUNDING DATA (A/F)**

A/F data will be cited on individual task orders, and payments shall be made sequentially from accounting classification reference numbers (ACRNs) for each task order unless otherwise specified in the task order.

**G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT**

The following person is designated as the contractor's point of contact.

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

## **Section H - Special Contract Requirements**

### **H.1 RELEASE OF INFORMATION**

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.”

In addition, any reports, abstracts, presentations require approval by the COR and Contracting Officer.

### **H.2 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.3 KEY PERSONNEL**

a. 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 below. After the initial 90-day period, the Contractor shall submit the information required to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

b. 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.4 – LIMITATION OF PAYMENTS FOR INDIRECT COSTS (Defense Appropriation 2010)**

Pursuant to DOD APPROPRIATIONS ACT, FY 2010. Public Law 111-118, 19 December 2009, no funds made available under that act may be used to pay indirect costs that exceed thirty-five percent of the total amount of the agreement for basic research. This limitation may continue subsequent to fiscal year appropriation acts. This act applies to task orders that are funded with DoD basic research funding (6.1).

Any funds provided under that Act for this agreement are identified herein. Indirect costs exceeding thirty-five percent of the total amount to be reimbursed from that appropriation will be considered unallowable and will not be reimbursed. If subsequent audit indicates indirect costs exceeding thirty-five percent of the total amount paid from this appropriation have been disbursed, the recipient will refund the amount over the statutory limitation to the Government.

These funds are made available from Fiscal Year 2010 Defense Basic Research Appropriations and are subject to the reimbursement limit of indirect costs set forth in the Department of Defense Appropriations Act, 2010 (P.L. 111-118).

**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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	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
52.215-18	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
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-50	Combating Trafficking in Persons	FEB 2009
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
52.228-5	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
52.229-7	Taxes – Fixed Price Contracts with Foreign Governments	JAN 1991
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-9	Taxes- Cost Reimbursement Contracts with Foreign Governments	MAR 1990
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
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
52.233-3	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
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984

52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	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
52.244-5	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
252.204-7008	Export-Controlled Items	APR 2010
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
252.227-7000	Non-Estoppel	OCT 1996
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
252.227-7037	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
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	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

### **CLAUSES INCORPORATED BY FULL TEXT**

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

52.216-19 -- Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$750,000.00,
- (2) Any order for a combination of items in excess of \$750,000.00.
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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 Surveillance Plan	TBD
3	Performance Based Standards	08 March 2010
4	DD 254 Contract Security Classification Form	TBD
5	Contract Data Requirements List	07 April 2010

**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
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 Bidders**

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

**PROVISIONS 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 anticipates awarding a contract that contains a Firm Fixed Price and Cost Plus Fixed Fee CLIN. This contract will be an 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.

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

The contract awarded as a result of this solicitation will be an indefinite task 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- Contracting 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**

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 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. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.arl.army.mil/www/default.cfm?Action=6&Page=8>. The identity of the author and associated company name of the question will not be published. All questions must be received 2 days prior to the closing date of the RFP. If questions are received after that date it will **not** result in an extension to the proposal due date.

### **L.3 INCUMBENT CONTRACTOR**

This requirement is currently being performed under ARO Contract W911NF-07-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.

### **L.6 INCURRING COSTS**

The Government 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.

### **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. Each resume shall be limited to 3 pages.

**L.9 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.10 HAND-CARRIED OFFERS**

All hand-carried offers shall be delivered to:

U.S. Army Research Office  
RDECOM Contracting Center  
Research Triangle Park Contracting Division  
ATTN: Vonetta Y. Goodson, W911NF-10-R-0004  
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-10-R-0004 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.11 DELIVERIES BY MAIL**

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

U.S. Army Research Office  
RDECOM Contracting Center  
Research Triangle Park Contracting Division  
Attn: Vonetta Y. Goodson, W911NF-10-R-0004  
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) and label it with the solicitation number. Be sure to advise the DCAA that the proposal is "For Official Use Only" and "Source Selection Information—See FAR 3.104".

**L.12 PROPOSAL PREPARATION**

a. 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.

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

c. 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.13 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 for task orders. 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/www/default.cfm?Action=6&Page=8>  
The point of contact for the reference library is Ms. Vonetta Goodson, [vonetta.goodson@us.army.mil](mailto:vonetta.goodson@us.army.mil)

**L.14 ORAL PRESENTATION**

Oral presentations are not anticipated.

**L.15 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 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>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>
1	L-20	Technical and Management Capability	1	6	50
2	L-21	Past Performance	1	6	10
3	L-22	Price	1	6	N/A
4	L-24	Quality Assurance Plan	1	6	10
5	L-25	Small Business Participation Plan	1	6	N/A

**L.16 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, resumes, 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. 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.

**L.17 COST OR PRICING INFORMATION**

All cost or pricing information shall be addressed ONLY in the Price Volume, Volume III. The Section B Schedule of the RFP shall include the Total Amount for CLIN 0001 for a 2-Year Period of Performance. CLIN 0002 will not be priced as it is reserved for task orders and has a not to exceed amount identified. The offeror will support/document costs proposed pursuant to Volume III requirements.

**L.18 CLASSIFIED INFORMATION**

The SSP contract will have a Top Secret Clearance and a DD254 will be required for this contract as Attachment 4. The Top Secret Clearance and DD 254 are required based on task orders that have historically been awarded under the SSP Contract.

**L.19 ELECTRONIC OFFERS**

In addition to hard copy submission, electronic copies are required to be sent to [BAA@arl.army.mil](mailto:BAA@arl.army.mil).

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

**L.20 VOLUME 1 TECHNICAL AND MANAGEMENT CAPABILITY**

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. 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 and Management Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. The proposal will be evaluated against the Technical and Management 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 and Management 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 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 Technical Capability
- (6) Factor 2 Management Capability

d. Specific Content- The offeror must state the proposed approach to meeting the requirements of each 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.21 VOLUME 2 PAST PERFORMANCE (10 PAGES MAXIMUM)**

a. Past performance information is required on a minimum of 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.

The offeror shall also address the following: 1) written procedures to promptly process routine and urgent RFPs, 2) procedures to determine daily rates to be paid scientific professionals provide explanation as to why this statement is included, 3) procedures to reimburse subcontractor costs, 4) procedures to evaluate subcontractor performance, and 5) procedures to document subcontractor selection (competition).

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 \_\_\_\_\_”.

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.

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:

## **L.22 VOLUME 3 PRICE**

### **a. Price information supporting CLIN 0001 (Section 1)**

These instructions are to assist the offeror in submitting the Price Volume that is required to evaluate the proposal. Compliance with these instructions are mandatory and failure to comply shall result in an unfavorable evaluation of the offeror's proposal. Note that unrealistically low or high proposed 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.

### **b. Organization**

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

- (1) Table of Contents
- (2) Section 1 Price 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 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. The offeror must have a system that has been approved by the Government.

### **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. The offeror must have a system that has been approved by the Government.

### **e. Accounting System**

The offeror shall have an accounting system that is approved by the Defense Contract Audit Agency (DCAA). Also, identify any deviations from the standard procedures in preparing this proposal.

### **f. Past Experience-Based Estimates**

Where pricing 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 pricing 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. In addition, the schedule shall provide labor classification statements for each category of labor proposed (prime and subcontracts) 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 to ensure adequate evaluation of price should competition not be sufficient.

<b><u>CLIN 0001</u></b>	<b><u>Total</u></b>	<b><u>2 Year Program</u></b>
<b><u>Element</u></b>	<b><u>Hours</u></b>	<b><u>Total</u></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 2 Years and provide written support for proposed costs.

<b>CLIN 0001</b>	<b>FY1 \$</b>	<b>FY2 \$</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 task orders. Based on historical pricing CLIN 0002 costs are estimated at \$94 million for the 2-year contract.

**L.23 PROPOSAL DOCUMENTATION**

The following items shall be included in the contractor’s proposal. The successful offeror’s proposal shall be incorporated into the contract by reference.

- a. Signed copy of the Standard Form (SF) 33 Solicitation, Offer and Award, and Sections A through Section J.
- b. Solicitation/Contract Form: Complete pricing information in Section B, CLIN 0001, of the contractual document.
- c. 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. Any exceptions taken should be detailed in Volume I Technical and Management Capability. Include a section titled “Exceptions”.
- d. 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/>.

- e. 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.

**L.24 VOLUME 4 QUALITY ASSURANCE SURVEILLANCE PLAN-** The contractor shall submit a Quality Assurance Surveillance Plan in support of this requirement. The Quality Assurance Surveillance Plan will be evaluated as part of the management capability evaluation

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

- (1) Sampling and measuring techniques for the contract. This plan will ensure attainment of the Acceptable Performance Level in the Statement of Work. 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) Address how verification will be accomplished to insure that all orders have been processed in full.
- (6) Address the safeguarding and protection of privacy information.

Failure to execute 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 must be supplied at no additional cost to the Government.

**L.25 VOLUME 5 SMALL BUSINESS PARTICIPATION PLAN**

All Offerors (both large and small businesses) are required to complete a Small Business Participation Plan to be evaluated under Small Business Participation Evaluation Factor. The offeror shall articulate how the offeror intends to meet the small business goals described in the Small Business Evaluation Factor.

The offeror's proposal must meet the **minimum mandatory Total Small Business goal of 20%** (through collective small business participation from any type of small business or sub-category small business). The **subcategory** small business goals are **NOT mandatory**. However, the Government will evaluate the proposals to determine which offeror(s) propose the best value in terms of meeting all the Small Business Participation goals herein.

**Small Business Participation Plan (Form)**

(a) Check the applicable size and categories for the **PRIME** offeror -- Check all applicable boxes:

Large Prime

**or**

- Small Business Prime; also categorized as a
  - Small Disadvantaged Business
  - Woman-Owned Small Business
  - HUB Zone Small Business
  - Veteran Owned Small Business
  - Service Disabled Veteran Owned Small Business
  - Historically Black College/Univ or Minority Institution

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors):

When combined, Large and Small Business totals must equal 100%.

**Example:** If Prime proposes a price of \$1,000,000 (including all options), and small business(es) will provide \$250,000 in services/supplies as a prime or subcontractor, the % planned for small businesses is 25%; and 75% for large business equaling 100%.

**Percentage of Total Contract Dollars/Price**

Total Percentage planned for Large Business(es) \_\_\_\_\_%

Total Percentage planned for Small Business(es) \_\_\_\_\_% = \$ \_\_\_\_\_

**Total: 100%**

When combined, Large and Small Business totals must equal 100%.

(c) Please indicate the total percentage of participation to be performed by each type of small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

**Example:** Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Gentleman Concierge (SDB, HubZ and WOSB) performing 3%. Results equate to: SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%; 0% HBCU/MI). SDVOSBs are also VOSBs automatically; however VOSBs are not automatically SDVOSBs.

- Small Disadvantaged Small Business \_\_\_\_\_%
- HUB Zone Small Business \_\_\_\_\_%
- Woman Owned Small Business \_\_\_\_\_%
- Service Disabled Veteran Owned SB \_\_\_\_\_%
- Veteran Owned Small Business \_\_\_\_\_%
- Historically Black College/Minority Inst \_\_\_\_\_%

(d) List principle supplies/services to be performed by Small Businesses:

**Example:** If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below in which they qualify.

Name of Company	Identify Type of Service/Supply
<b>Small:</b>	
_____	_____
_____	_____
_____	_____
<b>Small Disadvantaged:</b>	
_____	_____
_____	_____
_____	_____
<b>Women-Owned Small:</b>	
_____	_____
_____	_____
_____	_____
<b>HUB Zone Small:</b>	
_____	_____
_____	_____
_____	_____
<b>Veteran Owned Small:</b>	
_____	_____
_____	_____
_____	_____
<b>Service Disabled Veteran Owned Small:</b>	
_____	_____
_____	_____
_____	_____
<b>Historically Black College/Univ or Minority Institutions:</b>	
_____	_____
_____	_____

**(e)** Describe the extent of commitment to use small businesses (for example, what types of commitments if any are in place for this specific acquisition either -- written, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.)

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**(f)** Large Business Sub Contracting Past Performance: Describe the extent to which you attained applicable goals for contracts that required you to submit a Subcontracting Plan. You may include copies of up to three SF 294s (Subcontracting Report for Individual Contracts) or SF 295s (Summary Subcontract Report) to validate your past performance. You may also submit an explanation of your efforts, where you failed to meet goals.

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**Small Business Sub-Contracting Plan  
Required for Large Business Offerors (only)**

**Separate from the Small Business Participation Plan**, large business offerors must also submit a Subcontracting Plan (Individual Contract Plan) as required by FAR 52.219-9. Large businesses will not be eligible for award if they fail to submit an acceptable Subcontracting Plan. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. In accordance with DFARS 215.304 (c), when an evaluation assesses the extent that small businesses and HBCUs are specifically identified in proposals, the small businesses and HBCUs considered in the evaluation shall be listed in any subcontracting plan submitted.

Subcontracting Plans will be evaluated on an **ACCEPTABLE / UNACCEPTABLE** basis:

(a) Does the Subcontracting Plan adequately respond to each of the required elements of FAR 52.219-9(d) paragraphs (1) through (11)?

(b) Are the commitments in the Subcontracting Plan comparative to the commitments in the SB Participation Plan?

**SSP PROPOSAL COVER SHEET**

W911NF-10-R-0004

**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 6 Copies of Proposal:</p>
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<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>
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<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>	
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<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>
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<p>8. Proposal is valid until (minimum of 3 months)</p>	<p>9. Proposed Total Amount</p>
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<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>
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<p>12. Offerors Representative Authorized to Conduct Negotiations:</p>
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<p>13. Signature:</p>
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## **Section M - Evaluation Factors for Award**

### **M.1 Basis For Contract Award:**

This is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR), and Defense Federal Acquisition Regulation Supplement (DFARS). 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 Government's stated importance of evaluation criteria. To arrive at a best value decision, the government will review the specified criteria; Technical Capability, Management Capability, Past Performance, and Price as described below. The Government intends to award without discussions but reserves the right to invoke discussions if required. 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 Source Selection Evaluation Board (SSEB) will conduct a structured evaluation that examines an offeror's ability to understand and perform the Government's requirements. The evaluation factors to be utilized are (1) Technical Capability, (2) Management Capability, (3) Past Performance, (4) Price, and (5) Small Business Participation Plan. The order of importance is in descending order. Technical Capability is significantly more important than Management Capability which is more important than Past Performance which is more important than Price which is more important than the Small Business Participation Plan. A color system will be employed for the evaluation Technical Capability, Management Capability, and Past Performance. Price and the Small Business Participation Plan will be evaluated pursuant to the AFARS and FAR Supplements.

### **M.3 Evaluation Factors**

The government will conduct a structured evaluation that examines an offeror's ability to understand and perform the Government's requirements.

Technical Capability will be evaluated as follows:

- (a) **Research and Development Performance Capability:** The offeror must demonstrate that its corporate affiliates employ technical personnel covering a broad enough range of specialties as those listed in paragraph C.1 of the Statement of Work so the offeror can execute 35% of the SSP task orders that may be placed in a typical year. The offeror must also 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 in the database.
- (b) The offeror must demonstrate their capability to conduct 35% of the STAS requirements by using its own facilities. The offeror should explain how their facilities are sufficient in size to accommodate staff, computer networks, equipment, etc.

In addition, the offeror must have the capability to employ administrative staff and the expertise to award, negotiate, and manage research subcontracts, including modifications and reporting requirements, interfacing routinely and effectively with both subcontractors and Army Research Office program management. The Government will review the offeror's resumes to include education/experience, publications, consulting experience, and professional associations.

- (c) **Execute Scientific Tasks:** The offeror must outline a plan to execute the high volume of Request for Proposals (RFPs) received from the government. The Government will review the plan for specific information on how the offeror plans to process proposals in a timely manner.

Management Capability will be evaluated as follows:

- (a) Management Information System (MIS): The offeror must describe the data systems, procedures, techniques, and task order tracking system that will be employed to support management of the SSP. The Government will review the information provided to see what methods are proposed and how they will support management of the SSP. For example, what cost monitoring and reporting will enhance managing the SSP.
- (b) Quality Assurance Plan: The offeror must submit a plan that provides techniques and process controls for managing the program. The Government will review the information provided to see the plan provides ways to ensure requirements in the Statement of Work meet government expectations, and a sampling and inspection program.

Past Performance will be evaluated 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, (5) provided quality products, and (6) experience in performing research.

(b) Cost Control: (1) cost proposals accurately represented required work; and (2) cost information was accurate, complete and reasonable.

(c) Small Business: The offeror: (1) demonstrated the ability to subcontract to Small Businesses; (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

(d) Relevancy: The offeror must demonstrate through past performance the magnitude and complexity of related efforts performed. The offeror will provide past performance information on a minimum of 3 current contracts of a similar nature.

Price

**Price will be evaluated on the basis of the competitive offerors received. In addition, the government will review the realism, reasonableness, and affordability of price within funding constraints.**

The following techniques may be utilized to determine fair and reasonableness of price, should adequate price competition not exist, (1) a comparison of previously proposed prices with current proposed prices for the same or similar services, and (2) comparison with similar services in a related industry.

**Small Business Participation Plans**

Small Business Participation Plans (from large and small businesses) will be evaluated on the basis of:

- (a) The extent to which Small Business (SB) firms are specifically identified in proposals;
- (b) The extent of commitment to SB firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);
- (c) The complexity and variety of the work small firms are to perform;
- (d) Past performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan; and
- (e) The extent of participation of SB firms in terms of the value of the total acquisition and the extent of which the proposals meets or exceeds RDECOM's small business participation goals for this acquisition.

**M.4 Color Rating**

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

- (a) The scale below reflects the colors and the definition of each color to be used in the evaluation of Technical and Management capability.

<b><u>COLOR</u></b>	<b><u>DEFINITION</u></b>
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.
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.

- (b) 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. The currency and relevance of the information, source of the information, context of the data and general trends in the offeror's performance will be considered.

(c) The scale below reflects the colors and the definition of each color to be used in the evaluation of Past Performance.

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.
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).