

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 36	
2. CONTRACT NO.		3. SOLICITATION NO. W911NF-07-R-0006	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 Mar 2007	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) See Item 7		CODE	TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7 until 02:00 PM local time 10 Apr 2007
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME VONETTA GOODSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 919-549-4291	C. E-MAIL ADDRESS vonetta.goodson@us.army.mil
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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)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

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

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

SECTION B SUPPLIES OR SERVICES AND PRICES

B.1

Contract Type

The Army Research Office (ARO) anticipates awarding a five-year, cost plus fixed fee, Indefinite Delivery Indefinite Quantity (IDIQ) contract in support of the Faculty Research and Engineering Program (FREP) and the High School Science and Mathematics Faculty Program (HSSMFP). A performance-based acquisition for these services will be utilized for this procurement in conjunction with Contract Line Item Numbers (CLIN) 0001 and 0002.

B.2

Contract Line Item Numbers

CLIN 0001: Administrative and Management Support for the FREP

This CLIN includes the costs to manage and administer the FREP as defined in Section C, Statement of Work (SOW). The estimated quantity is the number of hours proposed by the contractor over a five year period of performance. Based on historical data, the government awarded 45 delivery orders over the five year period in support of the FREP. This CLIN will be performance based as defined in Section C.

CLIN 0002: Administrative and Management Support for the HSSMFP

This CLIN includes the costs to manage and administer the HSSMFP as defined in Section C, Statement of Work (SOW). The estimated quantity is the number of hours proposed by the contractor over a five year period of performance. Based on historical data, the government awarded 65 delivery orders over the five year period in support of the HSSMFP. This CLIN will be performance based as defined in Section C.

<u>ITEM NO.</u>		<u>EST QTY</u>	<u>UNIT ISSUE</u>		<u>ESTIMATED AMOUNT</u>
0001	FREP Administrative Management		Hours	Max Cost	_____
				Fixed Fee	_____
				Total Cost And Fee	_____

<u>ITEM NO.</u>		<u>EST QTY</u>	<u>UNIT ISSUE</u>		<u>ESTIMATED AMOUNT</u>
0002	HSSMFP Administrative Management		Hours	Max Cost	_____
				Fixed Fee	_____
				Total Cost And Fee	_____

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

The following applies to both the Faculty Research and Engineering Program and the High School Science and Mathematics Faculty Program.

C.1 Background

The Faculty Research and Engineering Program (FREP) was established by the Army Research Office (ARO) as a summer program for university & college professors to work in Army laboratories, centers and organizations. The FREP is now administered year round in an effort to provide increased flexibility to government organizations and faculty members. The FREP continues to offer university and college professor's opportunities to collaborate with government scientists on short term technical projects at government laboratories. Government agencies are still encouraged to host a faculty member over the summer; however, a research effort of up to 60 working days may be planned over the course of a one year period of performance. The FREP also allows for the location of the research effort to be split between the government lab and the faculty member's home office.

The High School Science & Mathematics Faculty Program (HSSMFP) was created for outstanding 7th to 12th grade teachers in the following disciplines: math, physics, general science, engineering, chemistry, psychology, computer science and biology to conduct research in Army laboratories, centers and organizations. Government organizations are still encouraged to host a teacher over the summer; however, a research effort of up to 60 working days may be planned over the course of a one year period of performance.

Information describing these programs is available on the Army Research Laboratory (ARL) website, <http://www.arl.army.mil/main/main/default.cfm?Action=6&Page=8>, under the section entitled Funding Opportunities.

This is a continuing requirement. The incumbent is Battelle Memorial Institute at 505 King Avenue, Columbus, OH 43201.

C.2 Statement of Work

C.2.1 Objective

The program objectives of the FREP are: (a) advance government scientific and engineering research; (b) stimulate the exchange of ideas among the academic community and government scientists; and (c) enhance the research capabilities of participating faculty members.

The HSSMFP objectives are: (a) advance the science and mathematical interests of the U.S. Army, (b) provide teachers with a working exposure to U.S. Army research and development; (c) enhance research and teaching abilities; (d) develop a hands-on appreciation of the professional challenges undertaken by scientists and mathematicians; and, (e) provide a personal experience base from which teachers may counsel and encourage students to pursue the science and mathematics curricula.

C.2.2 Scope

The contractor shall provide administrative support services in support of the Faculty Research and Engineering Program and the High School Science and Mathematics Faculty Program. These support services shall be provided via Contract Line Items 0001 and 0002. The contractor shall provide administrative services to publicize the programs, recruit applicants, and process applications in support of these programs. The contractor shall create and maintain websites in support of the programs and maintain a database. The contractor shall establish an appropriate agreement for each task, obtain DoD security clearances when required, pay invoices, monitor conformance to time and funding limitations, and obtain all final reports. The sponsoring government organization is represented on each task by its designated Contracting Officer's Representative (COR) who monitors the technical progress of the selected faculty member and teacher.

C.2.3 Technical Requirements

C.2.3.1 Creation and maintenance of internet website: The contractor shall establish an internet website containing all relevant information about the Programs. The website shall contain the following information: 1) program description; 2) list of participating labs and schools; 3) contact information for the lab and high school coordinators; and 4) an online application process. The website shall be maintained and updated periodically whenever there is a need to do so. There shall be capability for interested faculty and teachers to submit applications electronically via the website.

C.2.3.2 Advertising and promotion: The contractor shall use suitable means and techniques to reach out and advertise the programs to potential faculty and teacher participants. The outreach efforts should provide a brief description of the programs and should refer interested faculty and teachers to the website.

C.2.3.3 Maintenance of database of candidates: The contractor shall compile and maintain a database containing past and present applicants and participants. The database shall also contain analysts/resources that may provide program services in the future. This information is in possession of the incumbent and will be given to the contractor upon award of the contract. A compatible contractor system may be acceptable. The database shall remain the property of the Government and shall be delivered to the succeeding contractor or to the Government upon completion of the contract.

C.2.3.4 Active recruitment: The contractor shall actively recruit and assist potential applicants to apply to the programs. The contractor shall provide assistance, by phone, email, fax, or regular mail to faculty members and teachers who are interested in the Programs. The contractor shall be responsible for soliciting technical areas of interest from Government agencies and, after coordination with the contracting office, for announcing these areas of interest to university and high school faculty representatives for the programs.

C.2.3.5 Processing of applications: The contractor shall receive applications from interested candidates and send the applications and the candidate resumes to the respective Government agency for selection of a candidate. The agency will then forward recommendation sheets to the contracting officer for submission of a Request for Proposal. The contractor shall facilitate the submission of applications by electronic means (e.g., via the website or email); shall receive, log-in, sort, and otherwise process the applications; and shall assure that the applicants are eligible to participate in the programs. Participation in these programs is limited to United States citizens. For the FREP, participation is limited to a US Citizen working at an accredited American institution of higher education. Under the FREP, travel expenses to/from the laboratory and per diem are reimbursed in accordance with the current Federal Travel Regulations. The HSSMFP is limited to U.S. Citizens who are high school teachers that live within commuting distance to the sponsoring organization because travel and per diem are not allowed under the HSSMFP.

C.2.3.6 Payment of invoices and other expenses to participants: The contractor shall process invoices for the participants and shall make payments for travel and other expenses to the participants, as provided by the terms of the programs. The contractor shall keep accurate accounting of funds received for the Programs.

C.2.3.7 Award Procedures: The contractor shall establish contract award procedures to 1) promptly process routine and urgent Request for Proposals, 2) determine daily rates to be paid faculty members, 3) reimburse subcontractor costs, and (4) document the selection process for faculty/teachers.

C.2.3.8 Request for Proposal (RFP) Procedures: Organizations are invited to submit a SOW describing the research project to the contractor at any time during the year. The SOW should include title, objective, specific tasks, level of effort, and period of performance. A faculty member or teacher may be recommended on the SOW to perform the work. If none exists, the SOW will be posted on the FREP/HSSMFP web site for 2 weeks and faculty members and teachers who are listed in the database will receive an email notification directing them to the on-line SOW and application form. To be considered, interested faculty members and teachers are required to complete the on-line application and submit it along with their curriculum vitae to the contractor.

At the end of the 2 weeks, the contractor forwards all applications to the sponsoring organization for review. The government agency selects a qualified faculty candidate and submits the required funding to ARO, which then sends out a Request for Proposal to the contractor. The RFP includes a Statement of Work that delineates the service to

be acquired by the Government. Upon receipt of the RFP, the contractor shall provide a proposal to the Contracting Officer within 7 calendar days. Any urgent RFPs shall require a 2 work-day turnaround. The contractor shall inform the Contracting Officer if additional time is required. The Contracting Officer in turn will negotiate the cost proposal and other factors with the contractor. Following successful completion of negotiations a delivery order will be awarded under the appropriate Contract Line Item Number.

C.2.3.9 Delivery Order Procedures: The contractor shall have a delivery order tracking system. The contractor's tracking system will provide the contractor and the Government the current status of any and/or all delivery orders. The tracking system will provide information such as: date contractor received the RFP from the Government, the date the contractor submitted the proposal to the Government, the date of negotiations, the date of delivery order award, the delivery order number, the delivery order subject, the sponsoring Government activity, date of the delivery order completion, the date the delivery order was terminated, the amount negotiated for each delivery order, the names of faculty members, deliverables received and other information relative to a delivery order.

C.2.3.10 Other Contractor Responsibilities: The contractor shall during the summer that precedes each program year, solicit technical areas of interest from participating user agencies. The contractor shall update the web pages of both programs describing the program's objectives, conditions of participating, and the technical areas of interest to the Army user agencies. The web pages also describe how to apply to the program. An HSSMFP announcement is mailed to principals and department chairs at high schools within a 25-mile radius of each participating laboratory. When e-mail addresses are available, the contractor also e-mails notices to each candidate who has applied to the programs during the past 3 years.

Applicants are encouraged to submit electronic copies of their resumes or, if available the web address of their on-line resume. The contractor shall compile a database of these addresses and create a separate web page for each participating laboratory, providing details about applicants to their facility. This web page is largely computer-generated and contains the name of each applicant, his/her interest areas, and the web address of his/her resume. The contractor puts any resumes not already on-line on the website. After the application deadline, these web pages are made available to potential sponsors. The contractor shall ensure the website is secured, due to any security issues that could arise.

Currently, participants in the HSSMF and FREP are paid at fixed rates per day, respectively. These rates are reviewed periodically with the ARO and revised when necessary. Because these tasks involve effort directed toward a specific goal for a specified period of time, the nature of the risk is different from when there is primarily a specific technical objective. The contractor established specific milestones, such as "start of work," "midpoint of work," and delivery of the final technical report" for payment of increments.

C.2.3.11 CloseOut Procedures: The contractor shall close all delivery orders under the programs within one year of receiving the final technical report. Failure to close delivery orders out within a year could result in a reduction in fee. If problems arise with receiving the final report, please notify the contracting officer immediately.

C.2.3.12 Performance-Based Requirements: A performance-based acquisition of services will be utilized for this procurement in conjunction with the performance standards established for CLINs 0001 and 0002. See performance standards.

C.2.3.13 Security: The contractor shall ensure that persons performing effort under delivery orders have security clearances (if applicable) commensurate with those required by the SOW. The contractor is responsible for the administration of all security requirements in accordance with the applicable National Industrial Security Program Operating Manual (NISPO). This will include obtaining appropriate security clearances, conducting security briefings and security debriefings of faculty and complying with the reporting requirements of the NISPO. The contractor shall notify each faculty member in writing of his or her responsibilities.

C.2.4 Reports

C.2.4.1 Delivery Order Reports - The contractor shall establish and maintain a system for preparing recurring reports to enable successful management of the FREP and HSSMFP programs. As a minimum, these reports shall include:

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

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

c. Monthly Reports: The contractor shall provide monthly reports which include, 1) Delivery Order Number, 2) Contracting Officer Representative, 3) Agency, 4) Performers, 5) RFP Date, 5) Proposal Date, 6) Award Date, 7) Number of days it took to submit a proposal, 8) days between proposal and award.

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

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

C.3 Personnel Requirements

C.3.1 Personnel Qualifications

The contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are anticipated to support the tasks:

3.1.1 The contractor shall be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel, and PowerPoint.

3.1.2 The contractor shall have experience in creating and maintaining databases.

3.1.3 The contractor shall have experience in developing and maintaining internet websites.

PERFORMANCE BASED STANDARDS

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

REMEDIES FOR NONPERFORMANCE AT THE AQL ESTABLISHED

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

SECTION D PACKAGING AND MARKING

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

SECTION E INSPECTION AND ACCEPTANCE

E.1 QUALITY ASSURANCE PLAN

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

E.2. TECHNICAL DIRECTION

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

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

SECTION F DELIVERIES OR PERFORMANCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

F.2 TERM OF CONTRACT

The term of the contract is for a period of five years after the award date.

F.3 PLACE OF PERFORMANCE

The place of performance will be at the contractor's facility.

F.4 ORDERING PROCEDURES

- a. Services to be furnished under this contract shall be ordered by the issuance of a task or delivery order (sent to the Contractor via electronic mail/fax from the Contracting Officer (CO)).
- c. All orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any task or delivery order.
- d. An order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

F.4 CONTRACT DELIVERABLES

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

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

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

	<u>ITEM</u>	<u>SCHEDULE</u>	<u>DELIVER TO</u>
a.	Proposals for RFP	7 calendar days after receipt	Contracting Officer
b.	Proposals in response to Urgent RFP	2 working days after receipt	Contracting Officer
c.	Program Award Procedures	60 days after contract award	Contracting Officer
d.	Weekly Status Report	On a weekly basis	Contracting Officer
e.	DO Final Report	At completion of DO performance period	Sponsor
f.	Special Reports - Adhoc	As requested by the Government	Contracting Officer
g.	Financial Report Monthly	30 days after award and every 30 days thereafter	Contracting Officer
i.	Fiscal Year Report	1 November of each year	Contracting Officer

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

Monthly invoices may be submitted for reimbursement of costs under CLINs 0001 and 0002. Invoices for these Contract Line Item Numbers (CLINs) will include negotiated fee for tasks performed.

G-3 DELIVERY ORDERS

The services required under Section B, Supplies and Services will be requested by the Contracting Officer as required. For each acceptable SOW received from a sponsor, the Contracting Officer shall issue the contractor a RFP for the work desired. The contractor shall respond to the RFP with a proposal within 7 working days to accomplish the SOW. Government personnel will evaluate the proposal. If it is acceptable technically and financially, the Contracting Officer will award a DO normally within 5 working days subsequent to receipt of the proposal. Should the proposal not be acceptable, the contractor shall be notified immediately with relevant comments. Upon receipt of a signed DO from the Contracting Officer, the contractor shall take appropriate action to begin performance.

G-4 APPROPRIATION AND FUNDING DATA (A/F)

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

G.5 CONTRACT ADMINISTRATION

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

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

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

G.6 CONTRACTING OFFICER REPRESENTATIVE (COR) -- TECHNICAL DIRECTION

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

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

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

G.7 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

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

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

G.8 SUBCONTRACTS/CONSULTANT ARRANGEMENTS/TEAMING ARRANGEMENTS

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

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

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

(c) In accordance with the Federal Acquisition Regulation (FAR), Part 9.6, Contractor Team Arrangements are defined as a potential prime contractor that agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. Contractor team arrangements may be desirable from both a Government and industry standpoint in order to enable the companies involved to --

- (1) Complement each other's unique capabilities and
- (2) Offer the Government the best combination of performance, cost, and delivery for the system or product being acquired.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FEDERAL HOLIDAYS

For information purposes, the following days are observed as Federal holidays (also available):

<http://www.opm.gov/>

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Inauguration Day (when applicable)

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

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

<u>Position</u>	<u>Name</u>
_____	_____

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

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

H.4 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," and "Insurance-Liability to Third Persons (FAR 52.228-7)," the Contractor will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

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

H.6 – CONTRACTOR MANPOWER REPORTING

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

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

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

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

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

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	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
52.215-8	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
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-11 Alt I	Cost Contract--No Fee Alternate I	APR 1984
52.216-18	Ordering	OCT 1995
52.216-21	Requirements	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.219-1	Small Business Program Representations	MAY 2004
52.219-3	Notice of Total HubZone Set-Aside	JAN 1999
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
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
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-17	Section 8(A) Award	DEC 1996
52.219-18	Notification of Competition Limited to Eligible 8(A) Concerns	JUN 2003
52.219-18 Alt I	Notification of Competition Limited to Eligible 8(A) Concerns (June 2003) Alt I	APR 2005
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
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-6	Royalty Information	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (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

52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
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
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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) 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

<u>Attachment Number</u>	<u>Title</u>	<u>Dated</u>
1	Quality Assurance Plan	TBD

SECTION K Representations, Certifications and Other Statements of Offerors

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

CLAUSES INCORPORATED BY REFERENCE:

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

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The full text of a solicitation provision may be accessed electronically at this address:

<http://www-far.npr.gov/>

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

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

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
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	OCT 1997
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
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

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

(End of provision)

L.1 INVITE AND RECEIVE OFFEROR SUBMISSIONS

Offerors who wish to respond to this solicitation shall submit all documents as defined in Section L.9 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review through the On-line Representations and Certifications Application. (See Section K).

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

L.2 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to vonetta.goodson@us.army.mil. 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/main/main/default.cfm?Action=6&Page=8> under the Solicitation title. The identity of the author and associated company name of the question will not be published.

L.3 INCUMBENT CONTRACTOR

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

L.4 EVALUATION OF PROPOSALS

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

L.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.6 INCURRING COSTS

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

L.7 AMENDMENTS TO PROPOSALS

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

L.8 KEY PERSONNEL

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

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

L.9 INFORMATION TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION

The offeror shall submit the following information in accordance with the instructions set forth in this section.

L.10 VOLUMES

The contractor shall submit the FREP and HSSMFP proposal in 4 volumes:

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

L.11 PROPOSAL COVER PAGE

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

L.12 HAND-CARRIED OFFERS

All hand-carried offers shall be delivered to:

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

Any method of delivery other than the U.S. Postal Service shall be considered hand-carried and offeror's are responsible for receipt at the designated place and time (see FAR 15.208). Hand-carried offers shall be submitted in sealed envelopes and shall be marked with the solicitation number W911NF-07-R-0006 on the outermost commercial mail pouch or envelope. In addition, the outermost envelope shall be clearly marked with the time specified for receipt and the name and address of the offeror.

L.13 DELIVERIES BY MAIL

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

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

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

L.14 PROPOSAL PREPARATION

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

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

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

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

L.15 REFERENCE LIBRARY

A reference library has been established containing the FREP and HSSMFP history, and potential offeror's questions and answers. This site website provides a description of the program, SOW samples, pricing samples and other related information. The questions and answers are questions asked by offerors and the Government's provided answer. The reference library should assist in providing an offeror a greater understanding of the FREP and HSSMFP.

The reference library is located at <http://www.arl.army.mil/main/main/default.cfm?Action=6&Page=8> under the solicitation title. The point of contact for the reference library is Ms. Vonetta Goodson, vonetta.goodson@us.army.mil

L.16 ORAL PRESENTATION

Oral presentations are not anticipated.

L.17 ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS

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

VOLUME NUMBER	ITO PARAGRAPH NUMBER	VOLUME TITLE	NUMBER OF ELECTRONIC COPIES (CD'S)	NUMBER OF HARD COPIES	MAX PAGE LIMIT
I	L-22	Technical Capability (Technical and Management)	1	3	30
II	L-23	Past Performance	1	3	10
III	L-24	Cost	1	3	N/A
IV	L-25	Quality Assurance Plan	1	3	N/A

L.18 PAGE LIMITATIONS

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

L.19 COST OR PRICING INFORMATION

All cost or pricing information shall be addressed ONLY in the Cost Volume, Volume III. The Section B Schedule of the RFP shall include the Total Amount for CLINs 0001 and 0002 for a 5-Year Period of Performance. The offeror will support/document costs proposed pursuant to Volume III requirements.

L.20 CLASSIFIED INFORMATION

This contract will be unclassified.

L.21 ELECTRONIC OFFERS

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

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

L.22 VOLUME I TECHNICAL CAPABILITY (30 PAGES MAXIMUM)

a. Executive Summary (Introduction) - A concise narrative summary entitled "Executive Summary" of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost. 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 Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. The proposal will be evaluated against the Technical Capability Factors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology used for accomplishing/satisfying the Technical Capability Factors. All the requirements specified in the solicitation are mandatory. By proposal submission, the offeror is representing that the firm will perform all the requirements specified in the solicitation. Do not merely reiterate the objective or reformulate the requirements specified in the solicitation.

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

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

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

L.23 VOLUME 2 PAST PERFORMANCE (10 PAGES MAXIMUM)

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

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

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

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

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

d. Submittal Form

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

1. Contract Number: _____ - - - - _____ Prime ___ Subcontractor
2. Contractor (Name, Address and Zip Code) CAGE CODE: _____ DUNS NO. _____
3. Type of Contract (Mark appropriate box with an X) <input type="checkbox"/> Negotiated <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid
4. Complexity of Work: <input type="checkbox"/> Difficult <input type="checkbox"/> 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: <input type="checkbox"/> Active <input type="checkbox"/> Complete
7. a. Date of Award: _____ b. Contract Completion Date: _____
8. Type and Extent of Subcontracting:
9. a. Name, Address, Telephone Number and email address of the Contracting Officer: b. Name, Address and Telephone Number and email address of the Contracting Officer's Representative (COR), Administrative Contracting Officer (ACO), or other reference as applicable:

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

L.24 VOLUME 3 COST (NO SET PAGE LIMIT)

a. Cost information supporting CLINs 0001 and 0002 (Section 1)

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

b. Organization

The Cost volume shall be organized according to the following general outline which includes the following sections:

- (1) Table of Contents
- (2) Section 1 Cost Information CLINs 0001 and 0002
- (3) Section 2 Contractual Documentation of Sections C through K

c. Estimating System

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

d. Purchasing System

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

e. Accounting System

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

f. Past Experience-Based Estimates

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

g. Schedule of Hours by Labor Skill Mix

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

h. Subcontractors

The offeror shall submit a listing of the proposed subcontractors, if any, 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

A major material item is considered an item with an extended value exceeding \$5,000.00 showing nomenclature, part number, quantity required, unit price and extended price. Any offeror proposing major material items must submit a listing of those items.

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. CLINs 0001 and 0002 (Section l)

(1). Total Contract Cost Summary

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

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

(2). The offeror shall also provide a cost summary by major cost elements using a similar format found below (may add elements) for each of the years and provide written support for proposed costs.

	Year 1 \$	Year 2 \$	Year 3 \$	Year 4 \$	Year 5 \$	Total \$
Element						
Material						
Direct Labor to include Rates						
Direct Labor O/H						
Subcontracts						
Other Direct Costs						
G&A						
Estimated Cost						
Facility/Capital Cost of Money (FCOM)						
Subtotal						
Profit/Fee						
Total						

I. Contractual Documentation (Section 2)

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

(2). Solicitation/Contract Form: Complete pricing information in Section B, of the contractual document.

(3). The successful offeror's proposal shall be incorporated into the contract by reference.

(4). 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.

(5). 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/>.

(6). Section J – Attachment and Exhibits

The offeror may include any attachments and exhibits on this section.

L-25 VOLUME 4 QUALITY ASSURANCE PLAN- The contractor shall submit a Quality Assurance Plan in support of CLINs 0001 and 0002, Administrative Management. The Quality Assurance Plan does not have a set page limit.

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

- (1) Sampling and measuring techniques for both CLIN 0001 and CLIN 0002. 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) Describe how verification will be accomplished to insure that all orders have been processed in full.

(6) Describe the safeguarding and protection of privacy information.

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

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

PROPOSAL COVER SHEET
W911NF-07-R-0006

Section L
Appendix A

<p>1. Submit 3 Copies of Proposal to:</p> <p>U.S. ARMY RESEARCH OFFICE RDECOM Acquisition Center Research Triangle Park Contracting Division Attn: Vonetta Y. Goodson P.O. Box 12211 Research Triangle Park, North Carolina 27709-2211</p>	<p>2. Name of Offeror submitting 9 Copies of Proposal:</p>
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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>

<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 the Defense Federal Acquisition Regulation (DFAR) and local procedures. Award will be made to the offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the RFP requirements and is judged to represent the best value to the government. The best value is the most advantageous offer, price, past performance, and other factors considered, providing best technical quality, business aspects, risks, and price, and in consonance with the Governments stated importance of evaluation criteria. To arrive at a best value decision, the Contracting Officer will integrate the COR's evaluations of the specified criteria; Technical Capability, Past Performance, and Cost as described below. The Government intends to award without discussions but reserves the right to invoke discussions if required. The government intends to select ONE offeror for both the FREP and HSSMFP. However, pursuant to FAR 15.305(b) the Government may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

M.2 Evaluation Criteria and Their Relative Order of Importance

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

M.3 Evaluation Factors

(a) Technical Proposal: The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the contracting office; and how administrative tasks such as travel, security and resource requests will be handled. The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

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

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

b. Management Information System (MIS): The offeror must describe the data systems, procedures, techniques, and methods that he will employ to support management of the FREP and HSSMFP programs. Including the ability to create and maintain websites, and databases.

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

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

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

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

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

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

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

b. Relevancy: The offeror must demonstrate through past performance that the magnitude and complexity of previous efforts performed are related and relevant to this requirement.

M-4 Color Rating

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

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

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

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

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

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

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

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

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

M-5 Sources of Information for Past Performance:

5.1 Information utilized may be obtained from the references listed in the offeror's proposal, other customers known to the Government, and others who may have useful and relevant information. Data from previous source selections may be used if the data is recent and relevant. Evaluation of past performance will include consideration of overall customer satisfaction and conclusions of informed judgment in accordance with the past performance questionnaire.

5.2 Offerors will be given an opportunity to address adverse past performance information if the offeror has not had a previous opportunity to review the rating. Recent contracts will be examined to ensure that corrective measures have been implemented. The confidence risk assessment will consider the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the offeror's overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.

5.3 Past performance information will also be considered regarding any critical subcontractors and key personnel. If an offeror, or the proposed key employees of the offeror, ***do not have a past performance history deemed relevant to this solicitation, the offeror will receive a neutral rating.*** The neutral rating will be considered in the overall assessment for a best value decision. The offeror receiving a neutral may not be evaluated favorably or unfavorably on past performance.

5.4 The offeror will provide past performance information on a minimum of 3 current contracts.