

(End of clause)

252.232-7007 Limitation of Government's 2014-04
Obligation.

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) ____ [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ ____ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to

by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year) _____	\$ _____
(month) (day), (year) _____	\$ _____
(month) (day), (year) _____	\$ _____

(End of clause)

252.235-7010 Acknowledgment of Support and 1995-05
Disclaimer.

ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the _____(name of contracting agency (ies)) under Contract No. _____(Contracting agency(ies) contract number(s)).

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the _____(name of contracting agency(ies)).

(End of clause)

252.249-7000 Special Termination Costs. 1991-12

SPECIAL TERMINATION COSTS (DEC 1991)

(a) Definition. "Special termination costs," as used in this clause, means only costs in the following categories as defined in Part 31 of the Federal Acquisition Regulation (FAR)-

- (1) Severance pay, as provided in FAR 31.205-6(g);
 - (2) Reasonable costs continuing after termination, as provided in FAR 31.205-42(b);
 - (3) Settlement of expenses, as provided in FAR 31.205-42(g);
 - (4) Costs of return of field service personnel from sites, as provided in FAR 31.205-35 and FAR 31.205-46(c); and
 - (5) Costs in paragraphs (a)(1), (2), (3), and (4) of this clause to which subcontractors may be entitled in the event of termination.
- (b) Notwithstanding the Limitation of Cost/Limitation of Funds clause of this contract, the Contractor shall not include in its estimate of costs incurred or to be incurred, any amount for special termination costs to which the Contractor may be entitled in the event this contract is terminated for the convenience of the Government.
- (c) The Contractor agrees to perform this contract in such a manner that the Contractor's claim for special termination costs will not exceed \$____. The Government shall have no obligation to pay the Contractor any amount for the special termination costs in excess of this amount.
- (d) In the event of termination for the convenience of the Government, this clause shall not be construed as affecting the allowability of special termination costs in any manner other than limiting the maximum amount of the costs payable by the Government.
- (e) This clause shall remain in full force and effect until this contract is fully funded.

(End of clause)

Section K - Representations, Certification, & Other Statements

REPRESENTATION OF SECURITY CLEARANCE STATUS

(a) Facility Clearance: The Offeror represents that it:

☐ HAS an active [Insert Level] Facility Security Clearance.

☐ DOES NOT HAVE an active [Insert Level] Facility Security Clearance.

(b) Personnel Clearance: The Offeror represents that all personnel proposed for this effort currently possess, or are eligible to obtain, the required security clearance levels as specified in the DD Form 254 (**Attachment 2**).

(c) Accuracy: The Offeror certifies that the information provided in the Security Clearance Roster submitted in Section L is current, accurate, and complete.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10
252.209-7011	Representation for Restriction on the Use of Certain Institutions of Higher Education.	2025-08
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	1995-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.227-15	Representation of Limited Rights Data and Restricted Computer Software.	2007-12		

Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the

resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

[] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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252.204-7017 Prohibition on the Acquisition of 2021-05
 Covered Defense
 Telecommunications Equipment
 or Services-Representation.

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026- O0043)	2026-02	Alternate A Deviation 2026- O0043	2026-02 2026-02
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Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (g) applies.

☐ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

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

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

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov> After reviewing the SAM database information, the

Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.		Title	Date	Change
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

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

(End of provision)

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	2025-01
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IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)

(a) Definitions. As used in this provision-

"Computer software" is defined in-

(1) The 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in-

(1) The 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

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

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

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

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

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

Technical Data or Computer Software to be Furnished With Restrictions1 ____(LIST)5	Basis for Assertion2 ____(LIST)	Name of Person Asserted Rights Category3 ____(LIST)	Asserting Restrictions4 ____(LIST)
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1 For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

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

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

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

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

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by

paragraph (d) of this provision with its offer may render the offer ineligible for award.

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

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

L-1. Introduction

This section provides instructions for preparing and submitting a proposal in response to this solicitation. Offerors are required to prepare their proposals in accordance with the instructions provided herein. Failure to furnish a complete proposal that conforms to these instructions may result in the proposal being considered non-responsive and, therefore, ineligible for award. All communications regarding this solicitation shall be directed to the Contracting Officer.

All information necessary for the review and evaluation of an application must be contained within the proposal. No other material will be provided to those evaluating applications. An initial review of the proposal will be conducted to ensure compliance with the requirements of this solicitation.

L-2. General Instructions

L-2.1. Proposal Submission: Proposals shall be submitted electronically via **email to the provided email source.**

L-2.1.1 Video Submission: Secure Facilities Demonstration

In addition to the written volumes, the Offeror shall submit a video pitch demonstrating its capabilities and facilities for handling and storing sensitive information at the Controlled Unclassified Information (CUI) level. The video must adhere to the following requirements:

1. Content Requirements: The video must visually and narratively demonstrate the Offeror's capabilities related to:
 - a. Physical Security: A tour of the CUI facilities, including but not limited to, access control points (e.g., badge readers, keypads), perimeter security, and monitoring systems.
 - b. Handling Protocols: A demonstration or role-play of the Offeror's procedures for marking, handling, and discussing CUI. This should showcase their understanding of need-to-know and proper security protocols.
 - c. "Behind the fence" Infrastructure: A tour of the research, experimentation, prototyping, or other technical science and engineering infrastructure within CUI spaces, including how that is managed and maintained, whether capabilities are flexible (equipment can be brought into, or removed from the space), and the processes for managing those transitions.
 - d. Destruction Capability: A demonstration or description of the approved methods for destroying CUI materials.
 - e. Secure IT Environment: A high-level, unclassified overview of the secure network environment, highlighting separation between networks of different classification levels.

2. Format and Length:

- File Format: MPEG-4 (.mp4)
- Resolution: 1080p (1920x1080) High Definition
- Duration: The video shall be between 3 and 7 minutes in total length. Content beyond the 7-minute mark will not be evaluated.

3. Security and Classification:

- The video itself must be Unclassified. Do not, under any circumstances, show or discuss actual classified information. The purpose is to demonstrate capability and process, not to transmit classified data.
- The video should be considered "Controlled Unclassified Information (CUI)" due to the sensitive nature of the security capabilities being demonstrated.

4. Submission Method: - TBD -

****** A proposal that fails to submit the required video pitch will be considered non-responsive and may be removed from further consideration. ******

L-2.2. Due Date:

Final Proposals (i.e. Final RFPs) are due no later than **15 July 2026 at 16:00 Eastern Time (ET)**. Proposals received after this date and time will not be evaluated.

L-2.3. Questions/Answers Regarding the Draft and Final Solicitation:

All questions must be submitted in writing to the Contracting Officer and Contract Specialist no later than **01 May 2026 at 16:00 ET for the Draft RFP AND no later than 22 June 2026 at 16:00 ET for the FINAL RFP**. Questions received after these deadline dates may not be answered. All questions and answers will be provided to all potential Offerors via website postings (*for the draft RFP*) and via an Amendment to the solicitation (*for the final RFP*).

L-2.4. Proposal Format:

An initial review of the applications will be conducted to ensure compliance with the requirements of the solicitation. Failure to comply with the requirements of the solicitation may result in a proposal receiving no further consideration for award.

All proposal volumes shall be submitted as separate, searchable Adobe PDF files.

Pages shall be 8.5 x 11 inches with a minimum of 1-inch margins on all sides.

Text shall be Times New Roman, 12-point font.

Tables and figures may use a font no smaller than 10-point.

Each page shall be numbered consecutively within its volume.

L-3. Proposal Structure and Content

The proposal shall be organized into the five (5) volumes listed below. Each volume shall be a separate, self-contained document. Pages in excess of the noted page limits in each of the proposal requirements below will be removed from the application packet and will not be evaluated.

<u>VOLUME</u>	<u>TITLE PAGE</u>	<u>PAGE LIMIT</u>
I	Technical Proposal	30 total
II	Management Proposal	10 total
III	Past Performance	None
IV	Small Business	None
V	Cost & Business Structure	None
VI		

	Solicitation & Offer Documents	None
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*****NOTE: Title pages, tables of contents, and a glossary of acronyms do not count against the page limits. CVs and the Technical Expertise Matrix required in Volume I do not count against its page limit.*****

L-3.1. Volume I: Technical Proposal

This volume shall address the Offeror's technical capabilities and approach, directly corresponding to Factor 1: Technical.

The proposal shall contain the following sections:

L-3.1.1. Technical Expertise & Alignment: The Offeror shall provide a matrix mapping the institution's research expertise to the six (6) technical fields as located in the Attachments section of this draft RFP under Section J. The Offeror shall provide a written narrative to accompany the matrix which details their unique capabilities in each of the technical areas, at the following security tiers: Unclassified, Control Unclassified Information, Secret Collateral, and Above Secret Collateral. The narrative should focus on research and experimentation infrastructure, equipment, prototyping capabilities, and other resources at the institution that would enable them to meet Army needs, especially highlighting behind the fence (within access controlled secure spaces/IT networks) facilities and capabilities. The Offeror shall indicate the strength of their expertise in each area using the provided scoring rubric and drop-down menus.

(SEE SECTION 'J' ATTACHMENT 3: TPP Matrix)

For the purposes of determining whether an individual has a Defense Counterintelligence and Security Agency (DCSA) adjudicated clearance appropriate for the matrix, consider: 1) Public Trust clearance (for access to CUI) - Tier 1 and above; 2) Secret Collateral (SEC) - Tier 3 and above; 3) Above SEC Collateral - Tier 5. The matrix will not count against the page limit. More information about these security clearances and cost schedules can be found at: <https://www.dcsa.mil/Personnel-Vetting/Billing-Rates-Resources/> and in the table in the Attachments section of this draft RFP.

(SEE SECTION 'J' ATTACHMENT 4: Implementation of Federal Investigative Standards Tiered Investigations)

L-3.1.2. SECURITY CLEARANCE REQUIREMENTS

L-3.1.2.1 Facility Security Clearance (FCL)

The Offeror shall provide its Commercial and Government Entity (CAGE) Code and a copy of its current Facility Security Clearance (FCL) verification letter issued by the Defense Counterintelligence and Security Agency (DCSA).

L-3.1.2.2 Personnel Security Clearance (PCL)

For all individuals identified as "Key Personnel", the Offeror shall provide a Security Clearance Roster. "Key personnel" should be defined to include faculty and research staff who currently hold active security clearances (Tier 1, Tier 3, and Tier 5). This roster shall be attached as an appendix to this volume and will not count against the page limit for this section.

This roster must include:

- Full Name
- Clearance Level (e.g., Secret, Top Secret/SCI)
- Date of Last Adjudication/Investigation

*****NOTE: *Do not submit social security numbers. Verification will be performed by the Government via the Defense Information System for Security (DISS).* *****

L-3.1.3. Research Approach & Innovation: The Offeror shall provide a detailed narrative outlining their plan for conducting "cutting-edge research" and "pioneering advancements." This section must demonstrate an understanding of how to transition technology from basic research to applied solutions. Offerors should include information about patents they hold which have been utilized by the Department of War (DoW), especially the Army, in the last 5 years (please provide patent numbers), including via start-ups or licensing to Industry.

L-3.1.4. Facilities & Secure Infrastructure:

The Offeror shall provide a comprehensive description of all relevant facilities and infrastructure contributing to their self-score in the above rubric, broken down by CUI, Collateral SEC, Above Collateral SEC, and any unclassified unique facilities and capabilities at their institution. Details should include:

- A list and description of available laboratory and research facilities.
- Specific details of the IT network infrastructure, including its current certification level for processing classified information (CUI to TS/SCI), segmentation, and cybersecurity measures.
- Details on any "rapid experimentation lab" that facilitates quick prototype development.
- The institution's DCSA-adjudicated CAGE code(s), facility clearance level(s), date(s) of authorization, and details on any planned upgrades.

L-3.2. Volume II: Management Proposal

This volume shall address the Offeror's management capabilities, directly corresponding to Factor 2: Management. The proposal shall contain the following sections:

L-3.2.1. Security Management Plan: The Offeror shall detail their plan and processes for:

- Tracking personnel security clearances.
- Ensuring compliance with DCSA adjudication and keeping facilities up-to-date.
- Research Risk Protection. The Army Research Risk Assessment Program (ARRP) is an adaptive risk management security program applied to Army funded research designed to help protect Army Science and Technology (S&T) by identifying possible vectors of undue foreign influence.
- Handling, producing, and/or storing sensitive information and work products, citing experience and familiarity with relevant DoD policies.
 - Descriptions should be broken down by CUI, Secret Collateral, and above Secret Collateral.

L-3.2.2. Program, Personnel, and IP Management: The Offeror shall detail their overall management approach, including:

- A description of the proposed management structure for the 5-year base ID/IQ and the 5-year Option Period, along with competing for task orders.
- A narrative of the institution's experience with ID/IQ contracts and task order competitions.
- A list of 3-5 key faculty members for each relevant focus area, including their relevant experience and active security clearance tier from DCSA, and an abbreviated 2-page CVs for all technical/key personnel shall be attached as an appendix to this volume and will not count against the page limit. CVs should include:
 - Up to 10 publications most closely related to the six (6) technical areas and/or CTA associated inter-disciplinary projects. For publications that are CUI or above, please provide the Defense Technical Information Center (DTIC) accession number, or other

publicly and CUI appropriate information. Patents, copyrights, or software systems developed may be substituted for publications. Do not include additional list of publications, invited lectures, etc.

- List of persons, other than those cited in the publication list, who have collaborated on a project or a book, article, report or paper within the last 4 years. Negative reports should be indicated.
- Names of graduate and post graduate advisors and advisees and the time period of that specific relationship.
- Offerors should provide their number of staff that hold active security clearances (Tier 1, Tier 3, and/or Tier 5), with details about how many of those people are subject matter experts in Army relevant technical disciplines (i.e. faculty, research staff, students).
- A description of the institution's intellectual property (IP) policy and its approach to managing IP from government-funded research.

L-3.2.3. Collaboration Plan: The Offeror shall describe, in the case that they are unable with their own faculty and infrastructure to meet the requirements of a task or project, their approach to finding partners with appropriate subject matter expertise, infrastructure, and/or clearance.

L-3.3. Volume III: Past Performance

This volume shall be used to assess Factor 3: Past Performance.

The Offeror shall:

- Identify five (5) relevant past performance references from contracts occurring within the last five (5) years. Relevance is defined as projects of similar scope (ARO technical fields), complexity, and security (handling CUI or higher). Indicate if you are the prime or the subcontractor.
- The Offeror shall distribute the Past Performance Questionnaire (PPQ) provided in the attachment to the Points of Contact (POCs) for each of the past performance references identified in their proposal.
- The Offeror shall instruct their references to complete the PPQ and submit it directly to the Government via email to the Contracting Officer and the Contract Specialist provided in this RFP. The subject line of the email shall read: 'PPQ for W911NF-26-R-A009 [Insert Offeror Name].
- Completed PPQs must be received by the Government no later than the proposal closing date and time. The Offeror shall NOT collect or submit the completed PPQs in their proposal volume. PPQs submitted directly by the Offeror will not be accepted or evaluated.

L-3.4. Volume IV: Small Business

All Offerors (both other than small businesses (OTSB) and small businesses) shall submit a Small Business Participation Commitment Document (SBPCD) to provide substantiating documentation for any small business participation anticipated during this requirement. In addition, all Offerors are required to submit a Subcontracting Plan as detailed below:

Subcontracting Plan Information

Only Other Than Small Businesses (OTSB) shall provide a separate Small Business Subcontracting Plan that contains all of the elements required by FAR 52.219-9. The Small Business Subcontracting Plan shall be submitted separately from the information required above and in the SBPCD that both OTSB and small businesses are required to submit. The plan, at a minimum, shall address the elements set forth in FAR Clause 52.219-9(d)(1) through (15). Subcontracting Plans shall reflect and be consistent with the commitments offered in the SBPCD. OTSB Firms shall submit acceptable subcontracting plans to be eligible for award. Subcontracting plans will only be reviewed for acceptability for the Offeror deemed to be apparent awardee. The Small Business Subcontracting Plan will be incorporated into the resultant contract and is excluded from the small business page count limit.

Please note: Universities often meet their small business goals through indirect, institutional purchases rather than direct project subcontracts. Examples include: lab equipment, commercial IT hardware, office supplies, and facility maintenance services from small businesses.

L-3.5. Volume V: Cost & Business Structure

Offerors shall submit a detailed cost proposal for the completion of a sample task that will be provided upon release of the final solicitation. An example of the details that will be required for the budget associated with the sample task is as follows:

(NOTE: The budget shall be submitted in a format provided by the Government and will include the following cost elements, at a minimum. The offeror shall provide a narrative justification for each cost element associated with sample task.)

Cost Element
Budget Justification

Proposed Cost

Direct Labor

- Labor Category 1 (e.g., Principal Investigator)

- Labor Category 2 (e.g., Graduate Students)

Other Labor Categories

Indirect Costs

- Fringe Benefits
- Overhead
- General & Administrative (G&A)

Equipment

Materials & Supplies

Travel

Subcontractors

Other Direct Costs (ODCs)

Total Direct & Indirect Costs

Fee/Profit

Total Proposed Price

Detailed Budget Justification for the Sample Task

The budget justification should provide a clear and detailed explanation for each cost element, sufficient to allow the Government to evaluate the reasonableness of the proposed costs.

Direct Labor: Provide a breakdown of labor categories, proposed hours for each, and fully-burdened labor rates. Justify the labor mix and the number of hours proposed for each task.

Indirect Costs: Identify all proposed indirect rates (e.g., Fringe, Overhead, G&A) and their allocation bases. Provide evidence of a federally approved indirect cost rate agreement (ICRA) or similar documentation. If no such agreement exists, provide detailed budgetary data and historical cost data to support the proposed rates.

Equipment and Materials: Itemize all proposed equipment and materials with a unit cost of \$5,000 or more. Provide a basis for the proposed cost, such as vendor quotes or recent invoices.

Travel: Provide a breakdown of all proposed travel, including the purpose of the trip, number of travelers, destination, duration, and estimated costs for airfare, lodging, and per diem.

Subcontractors: If subcontractors are proposed, provide a separate detailed budget for each subcontractor, following the same format as the prime contractor's budget. The prime contractor must submit a cost or price analysis of each subcontractor proposal.

Other Direct Costs (ODCs): Itemize and justify all other direct costs.

Supporting Documentation

To support the proposed costs, offerors shall provide the following documentation:

- Audit Reports: The most recent three years of financial audit reports. This may include a Single Audit if the Offeror expends \$750,000 or more in federal awards annually.
- Approved Indirect Cost Rate Agreement
- Cost or Pricing Data: If certified cost or pricing data are required, the offeror shall submit them in accordance with FAR 15.408, Table 15-2.
- Subcontractor Documentation: For any proposed subcontractor, provide supporting budget and cost documentation.

L-3.6. Volume V: Solicitation & Offer Documents

The Offeror shall complete and sign the following documents:

- Standard Form (SF) 33, "Solicitation, Offer and Award." The Offeror must complete blocks 12 through 18. Block 17 must be signed by a representative authorized to bind the Offeror.
- All required Representations and Certifications as detailed in Section K of this solicitation.

L.3.6.1. Use of Artificial Intelligence (AI) tools in Proposal Evaluation

L.3.6.1.1. Use of AI tools in Support of Evaluations: The Government may employ AI as a tool to assist in the analysis and review of offeror proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with request for task order proposal / solicitation requirements, and highlighting areas of potential strength, weakness, or risk.

L.3.6.1.2. Maintaining Inherently Governmental Functions: Notwithstanding the use of AI tools to support the evaluation process, all final evaluation judgements, including the assignment or assessment of adjectival ratings, best value determinations, and source selection decisions, will be made exclusively by duly appointed Government personnel. The Government retains sole

responsibility for all inherently governmental functions and will not delegate decision making authority to any AI tool.

L.3.6.1.3. Offeror Confidentiality and Data Protection: The AI tools utilized by the Government will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection sensitive information. The AI tool will be an output-only system. Any generated report data is not saved. No proposal data will be transmitted to or processed by external, non-Government systems without appropriate safeguards and authorizations in place.

L.3.6.1.4. Offerors shall submit proposals that are clear, concise, and readily readable. To ensure accurate analysis by automated evaluation tools and maintain the integrity of the source selection process, the following restrictions apply:

L.3.6.1.5. Visible Text Only: All proposal content must be presented as visible text. The inclusion of any concealed text is strictly prohibited. Concealed text includes but is not limited to: Micro-text (text with a font size below 8pt); White text on a white background; Text utilizing colors that render it indistinguishable from the background; Text hidden within images or graphics.

L.3.6.1.6. Font and Size: Proposals must adhere to the following font and size requirements: Font Family: Times New Roman Font Size: 12-point, no smaller than 10-point in any table or graphic

L.3.6.1.7. Formatting Consistency: All text must apply uniform formatting throughout the proposal. Variations in font size, color, or style that the Government deems manipulate or obscures the readability of content are prohibited.

L.3.6.1.8. Compliance Verification: The Government may conduct technical verification to ensure compliance with these requirements. Proposals found to contain concealed or manipulated text will be considered non-compliant and may be rejected.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	2026-02		
52.216-27	Single or Multiple Awards.	1995-10		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation)	2026-02		

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a ____ [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		
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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. Upon request, the Contracting Officer will make their full text available. 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. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____ [Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. 1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

(End of clause)

52.252-5 Authorized Deviations in 2020-11
Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)," and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: ____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32

CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Section M - Evaluation Factors for Award

M-1. General Information

The Government will award one or more Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts to the responsible Offeror(s) whose proposal, conforming to the solicitation, is determined to represent the best value to the Government, price and other factors considered. 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/price and technical standpoint. The Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.

M-2. Basis for Award

The Government will conduct a trade-off process in accordance with FAR 15.101-1, considering the evaluation factors outlined below. All non-cost factors, when combined, are significantly more important than the Cost/Price factor. The evaluation factors are:

Factor	Title	Importance
Factor 1	Technical	Most Important
Factor 2	Management	Less Important than Technical
Factor 3	Past Performance	Less Important than Management
Factor 4	Small Business	Less Important than Past Performance
Factor 5	Cost & Business Structure	Least Important Non-Cost Factor

A proposal must be rated **at least** "Acceptable" for Factors 1, 2, and 4 to be eligible for award.

M-3.1. Initial Compliance Review

An initial review of each proposal will be conducted to ensure compliance with the instructions in Section L. Proposals that fail to meet the following requirements may be considered non-responsive and removed from further consideration:

Submission by the due date and time specified in L-2.2.

Adherence to the format and page limitations specified in L-2.4.

Submission of all required volumes (I-V).

Submission of the required Video Pitch as specified in L-2.1.1.

Completion and signature of all required forms in Volume V.

M-3.2. Factor 1: Technical *(Subfactors are of equal importance)*

The Government will conduct a comprehensive evaluation of the Offeror's overall technical capability to serve as a trusted partner and perform complex research that meets the program's objectives. The evaluation will be based on a thorough assessment of each Offeror's Technical Proposal (Volume I) and the submission of each Offeror's Secure Facilities Demonstration video. The Government will holistically assess the breadth and depth of the Offeror's self-assessed expertise against the six (6) core technical fields listed in the SOO; the credibility and innovativeness of the proposed research approach for transitioning technology from basic research to applied solutions; and the adequacy and security of the Offeror's facilities and infrastructure to perform research at the required classification levels.

Higher ratings will be given to Offerors that demonstrate a clear, comprehensive, and credible technical capability, evidenced by significant expertise with cleared personnel, a strong innovation track record, and robust, verifiable secure infrastructure.

The Government will evaluate each Offeror's proposal based on a demonstrated understanding of the requirements, the quality and comprehensiveness of approach, and the associated risk of unsuccessful performance. Strengths are awarded for aspects that exceed requirements and provide value, while significant strengths are given for exceptional aspects that will be of significant benefit to the Army.

Subfactor 1.1: Technical Expertise & Alignment

This subfactor assesses the Offeror's expertise mapped directly to the six (6) technical fields in the SOO (e.g. - Biology, Material Science, Electronics, Chemistry, Information Sciences, Physics), and the six (6) critical interdisciplinary projects/technical areas as provided in Section C-3.3 of the SOO. Technical Proposals will be considered based on the Technical Merit and Expertise of the Offeror's accompanying narrative support (as outlined in Section L-3); the self-assessing Technical Expertise and Alignment Matrix (provided under Section L-3.1.1) and the CVs and personnel details in the Offeror's Management Proposal (as outlined under L-3.2.2).

Subfactor 1.2: Research Approach & Innovation

This subfactor assesses the Offeror's plan for conducting cutting-edge research and critically transitioning that research into applied capabilities, relevant to the six (6) technical fields as outlined

in the SOO and above. Technical Proposals will be considered based on narrative language provided in Section L-3.1.2, including evidence of past success such as relevant patents utilized by industry and/or the Department of War (DoW).

Subfactor 1.3: Facilities & Secure Infrastructure

This subfactor assesses the Offeror's physical and digital infrastructure for performing research and handling sensitive information, broken down by CUI, Secret, and Above Secret Collateral Tiers, as well as unique infrastructure and capabilities of that University at the fully unclassified level. Technical Proposals will be considered based on the instructions given at Section L-3.1.3 and the CUI capabilities demonstrated from the video submission as mentioned under Section L-2.1.1.

M-3.3. Factor 2: Management

The Government will conduct a comprehensive evaluation of the Offeror's overall management approach to determine its capability to successfully execute the contract. The evaluation will be based on a thorough assessment of the Management Proposal (Volume II). The Government will holistically assess the soundness of the proposed management structure and its experience with ID /IQ contracts; the qualifications and expertise of key personnel; the thoroughness of the plan for managing security requirements (including personnel, facilities, and risk); and the credibility of the plan for collaboration and intellectual property management. A higher rating will be given to Offerors that demonstrate a well-defined, low-risk, and integrated management plan that ensures effective program execution, security compliance, and collaboration.

Adjectival Ratings (for Technical and Management Factors)

The factor ratings excerpted below are for Factors 1 and 2, and focus on the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies, of the Offeror's proposal. The color rating describes how well the proposal meets the terms of the factors.

Combined Technical/Risk Rating Method

Color Rating	Adjectival Rating	Description

BLUE color="#0000ff">COLOR RATING	<font	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
PURPLE COLOR RATING		Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
GREEN COLOR RATING		Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
YELLOW COLOR RATING		Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
RED COLOR RATING		Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is un-awardable, and/or risk of performance is unacceptably high.

Further, proposals may be differentiated between each other within adjectival rating tiers through the following:

- **Strength.** An aspect of an Offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.
- **Significant strength.** An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

- **Weakness.** A flaw in the proposal increases the risk of unsuccessful contract performance. See FAR 15.001.
- **Significant Weakness.** A flaw appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.
- **Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.
- **Uncertainty.** Any aspect of a non-cost/price factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake)

Factor 3: Past Performance

The Government will evaluate the Offeror's probability of meeting the solicitation requirements by assessing their record of recent and relevant performance. The evaluation will result in a single confidence rating.

Proposed past performance will be evaluated using the Offeror's proposal, the Contractor Performance Assessment Reporting System (CPARS) , Past Performance Questionnaires and any other sources available to the Government.

The Government will focus its inquiries on the Offeror's record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, The Offeror shall identify up to three recent and relevant projects the Offeror has performed of similar size, scope, and complexity that demonstrate their ability to perform the specified tasks within the last five (5) years in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned an "Unknown Confidence" past performance rating and its proposal will not be evaluated either favorably or unfavorably on past performance. A "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating.

If an Offeror states that they do not have recent or relevant past performance and the Government obtains negative past performance information from a source other than an Offeror's proposal (i.e. CPARS, questionnaires, etc.), then the information may be used to determine the performance confidence rating for that Offeror. The Government does not assume the duty to search for data to cure problems found in proposals.

Confidence Rating Description

Performance Confidence Assessments Rating Method

<u>Adjectival Rating</u>	<u>Description</u>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will successfully perform the required effort.

Evaluation Focus: The Government will assess the relevance and quality of past performance provided by the Offeror's five (5) references from the past five (5) years.

Relevance: Highly relevant projects are those of similar scope (technical fields), complexity (interdisciplinary R&D), and security level (DoW-funded, requiring CUI/Secret/TS handling).

Past Performance Relevancy Rating Method

<u>Adjectival Rating</u>	<u>Description</u>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Quality: Assessment of how well the Offeror performed, focusing on technology transition successes, collaboration, and adherence to cost/schedule. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

Performance Confidence Assessment: The final step is for the team to arrive at a single consensus performance confidence assessment for the Offeror, selecting the most appropriate

rating from the chart below. This rating considers the assessed quality of the relevant/recent efforts gathered to include utilization of small business assessment. Ensure the rationale for the conclusions reached are included.

<u>Adjectival Rating</u>	<u>Description</u>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will successfully perform the required effort.

Factor 4 - Small Business Participation

For Other Than Small Business (OTSB) offerors, the Government will evaluate Small Business Participation based solely on the submission of an acceptable Small Business Subcontracting Plan

in accordance with FAR 52.219-9. To be eligible for award, an OTSB offeror's Subcontracting Plan must achieve a rating of 'Acceptable'. Proposal is Acceptable in accordance with FAR 52.219-9.

Factor 5: Cost & Business Structure

The Government will evaluate the offeror's cost proposal for the sample task to determine if the proposed costs are reasonable, realistic, and complete. The Government's cost realism analysis will assess whether the estimated proposed costs are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the offeror's technical proposal.

M.1 Cost Reasonableness

The Government will evaluate the reasonableness of the total proposed price and individual cost elements. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.2 Cost Realism

The Government will perform a cost realism analysis to determine the probable cost of performance for each offeror. This analysis will consider:

- The offeror's proposed labor rates, labor mix, and estimated hours.
- The realism of the proposed indirect rates, based on a review of the offeror's supporting documentation, including any approved indirect cost rate agreements.
- The necessity and reasonableness of proposed equipment, materials, travel, and other direct costs.
- The probable cost of performance, as determined by the Government, may be used for the purpose of evaluation to determine the best value.

M.3 Completeness

The cost proposal will be evaluated for completeness and compliance with the instructions in Section L. Proposals that are not complete or do not conform to the required format may be considered unacceptable.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation)	2026-02		