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

1) GENERAL INSTRUCTIONS

a) The Procuring Contracting Officer (PCO) and Contract Specialist (CS) are the sole point of contact for this acquisition. Offerors are prohibited from engaging in exchanges with DMEA technical personnel regarding this Request for Proposal (RFP). Offerors shall address any questions or concerns regarding this acquisition to both the PCO and CS. Written requests for clarification shall be sent to the PCO and CS at the addresses located in the solicitation. Questions and comments will be addressed via the SAM.gov posting, with the Offeror's identity removed. Most questions and comments will be generalized to apply to a broader audience.

b) Offerors shall provide their proposals in electronic format (Adobe Acrobat Document (PDF)) with fully searchable text. Hypertext links shall be used to facilitate navigation within electronic documents. The electronic copies of the proposal shall be submitted via email as detailed below. The proposal shall not contain compressed files. Password protected files are allowed to be submitted but it is the responsibility of the Offeror to verify the file opens and the Government has received the password. The Government shall have the right to load the Offeror's proposed electronic data on a secure server within an approved Government source selection facility.

c) This acquisition will be performed in a phased approach and as such there will be submissions at different intervals. More information is detailed below and throughout the solicitation. R2A proposals submitted shall consist of Volumes 1-4, soft copy forms, as delineated in Table 2.1 below. It is the Offeror's responsibility to ensure the proposal's completeness. Each volume shall be delivered via email to both the PCO and CS. Proposal shall be a submitted via email to both the PCO and CS emails, ryan.c.tung.civ@mail.mil and nicholas.s.roberts8.civ@mail.mil. Pages in each volume shall be numbered sequentially. Government evaluators are not responsible for discerning the intended significance of information contained in the non-narrative data. Pages that are intentionally left blank shall state, "Page intentionally left blank." Furthermore, the Government will not assume that an Offeror possesses any resources unless specifically addressed in the proposal. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation or for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their capabilities, resources, facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.

d) Additionally, the Offeror shall fill out and submit the front page of this Request for Proposal (RFP) SF 1449 and also fill out and sign all Amendments.

e) The R2A proposals must be valid for 365 days from the due date of the proposal.

f) The Government reserves the right to award this effort based on the initial proposal, as received, without discussion, in accordance with Revolution Federal Acquisition Regulation Overhaul (R-FAR) 52.215-1. Therefore, each initial proposal should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions and request proposal revisions as necessary.

g) Offerors shall use a paragraph numbering system that correlates with the section L & M throughout all documents in the proposal.

h) The proposal shall include all data and information requested in Section L and shall be submitted in accordance with these instructions. In developing the proposal, Offerors shall comply with all the requirements contained in the R2A RFP. The contract types specified in the solicitation are mandatory. Alternative proposals will not be accepted for this acquisition.

i) Classified information shall not be presented in proposals. Technical experience obtained from currently classified performance shall not be cited or referenced in proposals. Proposals containing classified information will be forwarded to the cognizant security organization for investigation and may result in a determination that the proposal is non-responsive to the solicitation. All proposed technical experience shall be summarized at a non-classified component level.

j) If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale.

2) Basic Principles

The results of the DMEA engineering task risk analysis have been used to develop the evaluation criteria. The R2A prime contractors are expected to have a significant technical role in all task orders issued under the R2A contract. Therefore, DMEA is strongly interested in the resources and program organization of the prime Offeror. The prime Offeror is the entity with which DMEA could have a resulting contract. As such, the prime would be held fully responsible for the contract performance, regardless of any arrangements between the prime Offeror and its proposed subcontractors, team members, vendors or other associates. In addition, the in-house experience level of the prime Offeror has a direct bearing on their ability to select, manage, and control any required subcontractors/team members. Therefore, the resources and management of the prime Offeror versus any proposed subcontractors/team members is an important part of the technical evaluation.

a) Definitions

i) For the purposes of this source selection, proposed subcontractors, vendors, companies without team arrangements, or other associates who are not the "prime Offeror" nor considered "in-house" to the prime Offeror. In-house efforts are those performed by the prime Offeror only. The evaluation team will use the following definitions for the source selection evaluation:

(1) A single company with its own CAGE code – This includes:

(a) Parent companies proposing to use their wholly owned entities in the performance of the R2A, and

(b) Offerors who are wholly owned entities proposing to use other wholly owned entities of the parent company in the performance of the R2A.

(c) Offerors proposing as a prime in the performance of the R2A as a separate entity possessing a unique CAGE code and who are wholly owned entities of a parent company.

(2) Two or more companies which form a "contractor team arrangement" to act as a potential prime contractor in accordance with FAR Companion (FC) 9.000. This action will form a new, separate entity that will have its own CAGE code. Sufficient documentation must be provided as evidence of the arrangement between the parties. Typically, this would be a copy of the actual agreement. This new entity (the contractor team arrangement) will have the power to speak for and to contractually commit specified resources of the parent companies or will have their own resources to commit.

(3) Sufficient documentation must be provided as evidence of the arrangement within the company. Typically, this would be evidenced by the proposal response regarding Program Organization and the level of corporate signature on the proposal. Subcontractors, vendors, companies without team arrangements, or other associates which are proposed to fulfill the R2A requirements are defined as and will be evaluated as a classical prime-subcontractor relationship.

b) Proposal Organization

i) The Offeror shall prepare the proposal as set forth in Table 2.1 below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each R2A proposal volume are described in paragraph 3.0 below.

Table 2.1 – R2A Proposal Organization/Breakdown

Volume	Title	Page Limit
1	Technical Capabilities and Management Proposal	50
	Signed SF 33 and Amendments	
	Technical Capability	
2	Past Performance	20
3	Price Proposal	unlimited
4	Exceptions to Solicitation	unlimited

ii) Pages containing text shall be typewritten on 8½ x 11-inch paper format, with no less than single line spacing. The type of font shall be Times New Roman and the type size for text shall be no smaller than ten (10) point, with proportional spacing permitted. Type size for Figures and Tables shall be no smaller than eight (8) point, with single spacing permitted and no restriction on lines per page. Margins on all four (4) edges of each sheet will be at least one inch.

iii) Proposals shall not be supplemented by reference documents. Mandatory attachments shall be in the format provided in the solicitation attachments. Deviations from the instructions will be reviewed by the PCO to ensure that no contractor receives a competitive advantage. Deviations resulting in a competitive advantage for an Offeror will result in the proposal being returned to the Offeror as noncompliant with the solicitation requirements. Proposal pages in excess of the maximum will be removed by the PCO starting from the back of the proposal volume and returned to ensure that they are not evaluated. Cover sheets, dividers, blank pages, table of contents, glossaries, lists of tables and/or figures, acronym lists and consent letters (e.g. PCO authorization for rent-free, non-interference use of Government-owned property) are not included in page count.

iv) Cost/Price Evaluation. In accordance with R-FAR 15.104(b)(1)(ii)(B) price or cost will not be evaluated at the IDIQ level.

c) Identification

i) The prime Offeror's company name, logo or other identifying marks may be used as required in any volume.

ii) The proposal shall clearly identify the proposed subcontractors by name and location.

iii) Each volume shall be a separate .PDF format document and the volume number, title, and Offeror's identity shall be printed in the middle of the first page (cover page).

d) Cross-Referencing

i) Each proposal volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within proposal volumes is permitted where its use would conserve space without impairing clarity.

e) Labeling

i) Each proposal shall clearly indicate R2A and the Offeror's name.

ii) The Offeror is responsible for ensuring that the appropriate markings, including those prescribed in accordance with R-FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and R-FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information, are contained within their proposal.

f) Electronic Offers

i) As addressed in paragraph 1)b) above, Offerors shall submit all proposal volumes in a READ ONLY format. The file structure for each proposal shall be saved as a separate file and shall be named accordingly (Volume 1-4). Identify the following data on the cover page of each volume

(1) Offeror (Company Name):

(2) CAGE

(3) UEID

(4) Proposal Title: R2A

(5) Date (Prepared/Submitted)

3) VOLUME 1 – Technical Capabilities and Management Proposal

Note: Do not include price information in this volume.

Where use of subcontractors is proposed, the proposal shall clearly distinguish between the Offeror's and the subcontractor's work and responsibilities. The Government may incorporate Offeror's proposed approaches to meeting the requirements into the awarded contract.

The Technical and Management Proposal shall not exceed 50 pages. This page limit does not include the cover page, table of contents, or list of acronyms. The proposal shall be organized into the following sections, corresponding directly to the requirements outlined in the Statement of Objectives (SOO).

a) Section 1: Technical Capability

i) The Offeror shall return a signed copy of page one (1) of SF 1449 and any/all amendments to this RFP.

ii) Process Technologies

(1) The Offeror shall provide a detailed description of the specific, production-qualified, domestic (U.S. manufactured) semiconductor foundry technologies they offer.

(2) For each technology, specify the lithographic generation, wafer sizes supported (150mm, 200mm, 300mm), and supported operating temperature ranges, and a copy of the ISO 9001:2015 certification.

(3) To verify onshore manufacturing and facility control, the Offeror must:

(a) Explicitly state the physical location (City, State) of the fabrication facilities (fabs) where these technologies are manufactured.

(b) Provide verifiable documentation (e.g., deeds, facility leases, operating agreements, intra-company binding agreements) demonstrating that the prime Offeror owns or controls the facility.

(c) Only facilities owned, controlled, or formally accessed via approved cooperative agreements by the prime Offeror will qualify. For purposes of this requirement, a prime Offeror meets this standard only if the prime Offeror either:

(i) directly owns and operates the facility;

(ii) directly or indirectly owns a majority voting interest in the legal entity that owns or operates the facility;

(iii) is under common corporate control with the legal entity that owns or operates the facility and possesses binding legal rights sufficient to require fabrication of the proposed process technology at that facility;

(iv) possesses a legally enforceable right, through lease, operating agreement, facility-use agreement, intra-company agreement, or equivalent binding instrument, to direct the facility's use for fabrication of the proposed process technology during contract performance; or

(v) holds an active Agreement that grants the prime Offeror explicit operational access and legally enforceable rights to fabricate the proposed process technology at a shared domestic fabrication facility during contract performance.

(vi) Ordinary commercial access to a foundry, including a purchase order, quote, letter of support, memorandum of understanding, non-exclusive supply agreement, teaming agreement, reseller relationship, NDA, or other non-binding arrangement, does not constitute control or approved shared-facility access.

iii) Photomask Sourcing

(1) The Offeror shall describe the Offeror's capability to produce or source production-qualified photomasks for the proposed technologies, noting whether the manufacturing is domestic.

(2) The Offeror shall provide the physical location (City, State) of the photomask manufacturing facility.

iv) Intellectual Property (IP)

(1) The Offeror shall detail and provide a list of the foundational base IP (e.g., standard cell libraries) available for each offered technology. Describe any available reference designs (e.g. LNAs, Power Amplifier) and flows.

v) Process Design Kit (PDK) Support

(1) The Offeror shall confirm and describe the PDKs for the technologies offered and list the Electronic Design Automation (EDA) tools supported (e.g., Cadence, Keysight).

vi) IP Enablement

(1) The Offeror shall propose a legal mechanism to allow TAPO's clients (DIB and program offices) to efficiently access the necessary IP for design and tape-in.

vii) Ancillary Services

(1) The Offeror shall describe the capability to perform or source ancillary services, including design, simulation, test, failure analysis, and packaging support for the offered technologies.

viii) Multi-Project Wafer (MPW) Runs

(1) The Offeror shall provide a description of the company's ability to offer commercial MPW runs for the technologies offered.

ix) Demonstrated Market Capabilities

(1) The Offeror shall submit a comprehensive plan demonstrating their ability and methodology to ensure the continued use, technological relevance, and growth of this contract vehicle over its lifecycle. The plan shall detail at a minimum:

(a) **Scalability & Capacity:** The approach for scaling manufacturing capacity, engineering resources, and administrative support to handle increased task order volume and potential surges in DoD/DIB demand.

(b) **Technology Roadmap:** A forward-looking roadmap demonstrating how the Offeror intends to maintain technological relevance, introduce upgraded processes/IP, and mitigate obsolescence to keep the vehicle attractive to users.

(c) **Outreach & Adoption:** The proposed strategy for marketing and promoting the capabilities of this contract vehicle to Defense Industrial Base (DIB) partners and DoD

Program Offices to drive continuous use.

x) Statement of Work (SOW):

(1) The Offeror shall submit a proposed Statement of Work (SOW) that translates the Government's Statement of Objectives (SOO) into specific, actionable, and measurable tasks.

(a) The proposed SOW must detail the scope, methodology, specific deliverables, and performance standards the Offeror will execute to achieve the program objectives. (Note: The SOW will be incorporated into the final IDIQ award).

b) Section 2: Program Management

i) Management Plan

(1) The Offeror shall provide a comprehensive plan for managing the R2A program. Identify key personnel, including the Program Manager, and describe your organizational structure.

ii) Program Management Reviews (PMRs)

(1) The Offeror shall describe the approach for conducting PMRs and providing the status updates listed in SOO Section 6.1.

iii) Data Management

(1) The Offeror shall describe the data management system and the process for providing the USG with access to data such as Work in Progress (WIP) and Wafer Acceptance Criteria (WAC) of the wafer fab-out and tape-ins.

iv) Technology Discontinuance

(1) The Offeror shall describe the process for providing the required 12-month advance notice for any technology discontinuance, as outlined in SOO Section 5.8.

c) Section 3: Corporate Experience and Market Capability

i) The Offeror shall provide a detailed narrative which clearly demonstrates the Offeror's proposed approach to successfully managing and meeting all SOW requirements as more specifically detailed below.

4) Volume II – Past Performance

a) The offeror shall provide a narrative demonstrating the company's ability to support the aerospace and defense market segment. This section should include descriptions of relevant past or current projects with government or Defense Industrial Base (DIB) clients to demonstrate experience and quality of work.

i) The Offeror shall provide a detailed description of your company's experience in providing semiconductor foundry services.

ii) The Offeror shall demonstrate the company's ability to support the aerospace and defense market, including examples of past or current projects with government or defense industrial base (DIB) clients.

5) Volume III - Price Proposal

a) There is no page limit for the Price Proposal.

b) The Price Proposal shall be submitted separately and must not contain any technical information. As this will be a commercial engagement the Government will issues task orders on a Firm-Fixed-Price (FFP) basis.

c) Because specific requirements and quantities will be defined at the individual Task Order level, the offeror shall provide a proposed pricing structure and methodology to be applied to all future task orders. The proposed pricing structure must include:

d) Commercial Rate Card/Catalog: Standard commercial pricing for the process technologies offered in the Technical Proposal (e.g., per-wafer production costs for per technology node, and Multi-Project Wafer (MPW)/shuttle runs).

e) NRE Methodology: The proposed pricing methodology or typical cost structures for Non-Recurring Engineering (NRE) charges such as photomask sourcing.

f) Ancillary Services Pricing: Labor rates, catalogs, or pricing models for ancillary services (e.g., design, simulation, test, failure analysis, and packaging support) if offered separately.

g) IP Access & Licensing: The pricing structure or legal mechanism costs associated with enabling DIB and program offices to access necessary IP (e.g., standard cell libraries) for design and tape-in (for example specialized IP).

h) Order Fulfillment: The proposed pricing methodology for handling order fulfillment, including shipping costs and logistics fees.

i) Discounts: Any proposed volume discounts, tier-based pricing structures, or government-specific concessions.

j) Validity: The proposed pricing structure, forward wafer pricing, rate cards, and other foundational costs should be valid for a minimum of one (1) – two (2) years to establish a reliable baseline for evaluating and awarding future task orders.

k) Alternative Pricing: The Government will consider alternative pricing structures if the offeror demonstrates that the alternative structure aligns with their standard commercial practices and provides a clear methodology for pricing future task orders.

6) Volume IV –Administrative and Teaming Arrangements

a) This volume has no page limitation.

b) Teaming/Subcontractor Agreements

i) Please provide a copy of any applicable teaming or subcontracting agreements.

ii) There is no page limitation for the teaming or subcontracting agreements.