SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING | PAGE OF PAGES: 1 | 102

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	W911NF26RA009	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY — CODE: W911NF

W6QK ACC-APG DURHAM
RTP DIVISION, 800 PARK OFFICE DRIVE SUITE 4229
RESEARCH TRIANGLE PAR, NC 27709-2211
UNITED STATES
NNEKA IWELU, EMAIL: NNEKA.R.IWELU.CIV@ARMY.MIL TELEPHONE: (919) 549-4316

8. ADDRESS OFFER TO *(If other than item 7)*

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 04:00 PM *(Hour)* local time 15 JUL 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	NNEKA IWELU	919	549-4316		NNEKA.R.IWELU.CIV@ARMY.MIL

11. TABLE OF CONTENTS

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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 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 Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

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

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐		

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 OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	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.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Created On:
17 Apr 2026, 07:33 AM Central Daylight Time

DRAFT

Section A - Solicitation/Contract Form

Instrument Name: Trusted Partner Program

Product Service Code : AJ12

Request for Proposals (RFP) Highlights

1. Vision Statement: Provide the Army and other Joint Warfighter partners with a quick-reaction contracting vehicle to enable rapid Research, Development, Technology, and Evaluation (RDT&E) work with external academic partners on sensitive projects CUI+, i.e. Controlled Unclassified Information (CUI), Secret (SEC), and Top Secret (TS) across a range of handling procedures (Secure Compartmented Information) (SCI) and Special Access Program (SAP).

2. This is the official draft Request for Proposals (RFP) under **W911NF-26-R-A009**. All questions and comments concerning this RFP must be submitted in writing to the email address below. Verbal questions/comments will not be entertained.

*** Questions and/or comments to the draft RFP should be submitted to the following email address: usarmy.rtp.devcom-arl.mbx.aro-tpp@army.mil ***

A cutoff date for receipt of industry written questions and comments on the draft RFP is **4:00 PM Eastern Time** on **01 May 2026**.

3. 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.

4. This requirement is eligible for Institutes of higher education and non-profit research institutions as defined at both 20 U.S.C. (S) 1001 or 15 U.S.C. (S) 638(e)(8).

5. The primary North American Industry Classification System (NAICS) code for this acquisition is 541714 - Research and Development in Biotechnology (except Nanobiotechnology). Other related NAICS codes covering Physical, Engineering, and Life Sciences (except Biotechnology - such as 541715 would be excepted as well. The Business Size Standard for each of these codes are 1,000 employees. The primary Product and Service Code (PSC) is AJ12; however, individual task orders may contain a different PSC.

6. The total maximum ceiling for this contract shall not exceed **$400M** throughout the life of the contract(s), that is inclusive of Options.

7. The ordering period for the Indefinite Delivery Indefinite Quantity Multiple Award (IDIQ MA) contract(s) will be up to ten (10) years consisting of one (1) 60-month base ordering period and one (1) 60-month optional ordering period. Award is anticipated by September 2026. The timing and number of task orders are subject to funding availability and Government requirements. The Government anticipates, but not limited to, roughly 3-5 Task Order Requests (TORS) per year, however the number of tasks may vary.

8. The Government intends to award up to five (5) Offerors base IDIQ award. This is an estimate, and the Government reserves the right to award a different number of contracts, including more or less than the anticipated range, or to make no award.

9. The Government will only accept one (1) proposal from each Prime Contractor submitting a proposal. For example, if ABC Corporation has multiple divisions, the corporation must decide which division will submit a proposal. Failure to adhere to this term may result in all proposals from the Corporation being rejected. Additionally, only the legal entity/Prime Contractor(s) receiving an IDIQ award may submit Task Order Proposals (TOPs) in response to Task Order Requests (TORs) received.

10. The Contractor (including the Prime Contractor and any teaming partners/subcontractors) must be registered in the System for Award Management (SAM) (www.sam.gov) to receive a contract award.

11. This RFP should not be discussed with **ANY** Government employee **except** either the Contract Specialist, **Nneka Iwelu**, OR the Contracting Officer, **Tahissha Holman**. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive solicitation.

12. The Government will not accept any assumptions, alternate terms, alternate conditions, caveats, or exceptions with proposals. If an offeror includes any assumptions, alternate terms, alternate conditions, caveats, or exceptions with proposals, the proposal may not be considered for award.

***** ARTIFICIAL INTELLIGENCE (AI) SOURCES MAY BE USED TO SUPPORT ADMINISTRATIVE TASKS DURING THE EVALUATION PROCESS. *****

Artificial Intelligence (AI) tools may be used to support administrative tasks during the evaluation process, such as document organization, summarization, or data sorting. AI will not independently determine evaluation ratings, make award-ready recommendations, or replace evaluator judgement. AI will assist, but not replace, any Government Selecting Official's (GSO) judgment.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	BASE PERIOD Research CLIN, IAW Statement of Objectives (SOO) entitled "Trusted Partner Program (TPP)" set forth in Section C. The maximum total contract value for this five-year BASE PERIOD is $200,000,000.00. Pricing Arrangement: Cost Plus Fixed Fee	1	Job		
0002	BASE PERIOD Research CLIN, IAW Statement of Objectives (SOO) entitled, "Trusted Partner Program (TPP)" set forth in Section C. The maximum total contract value (ceiling) for this five-year BASE PERIOD is $200,000,000.00. Pricing Arrangement: Firm Fixed Price	1	Job		
0003	BASE PERIOD CLIN. DD Form 1423 Contract Data preparation, in accordance with DD Form 1423, Contract Data Requirements List (CRDL) from base IDIQ contract (Exhibit A). The contractor is required to deliver all data listed and the price attributable to the data shall be included in the total price of the Task Order. ***NOT SEPARATELY PRICED*** Pricing Arrangement: Firm Fixed Price	60	Months		
Option Line Item	OPTION PERIOD Research CLIN, IAW Statement of Objectives (SOO) entitled "Trusted Partner Program (TPP)" set	1	Job		

1001	forth in Section C. The maximum value for the five-year OPTION PERIOD is $200,000,000.00. Pricing Arrangement: Cost Plus Fixed Fee				
Option Line Item 1002	OPTION PERIOD Research CLIN, IAW Statement of Objectives (SOO) entitled, "Trusted Partner Program (TPP)" set forth in Section C. The maximum value for the five-year OPTION PERIOD is $200,000,000.00. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1003	OPTION PERIOD CLIN. DD Form 1423 Contract Data preparation, in accordance with DD Form 1423, Contract Data Requirements List (CRDL) from base IDIQ contract (Exhibit A). The contractor is required to deliver all data listed and the price attributable to the data shall be included in the total price of the Task Order. ***NOT SEPARATELY PRICED*** Pricing Arrangement: Firm Fixed Price	60	Months		

Section C - Description/Specifications/Statement of Work

STATEMENT OF OBJECTIVES

for

THE U.S. ARMY COMBAT CAPABILTIES DEVELOPMENT COMMAND (DEVCOM)

ARMY RESEARCH OFFICE (ARO) TRUSTED PARTNER PROGRAM (TPP) MULTIPLE AWARD IDIQ CONTRACT

1. Introduction

The U.S. Army Combat Capabilities Development Command (DEVCOM) Army Research Office (ARO) anticipates awarding a Multiple Award Indefinite Delivery Indefinite Quantity IDIQ Contract up to five (5) Offerors however, the Government reserves the right to award more or fewer contracts depending on the proposals received. This effort will establish a cadre of trusted partners made up of academic entities, both Institutes of Higher Education and their Associated Entities, that are capable of rapidly beginning work on sensitive basic and applied scientific research across the breadth of disciplinary perspectives relevant to the U.S. Army. The selected group of partners/Offerors will cover both basic and applied research, as well as advanced technology development, which can be uniquely facilitated with dedicated and trusted academic partners capable of handling, producing, and storing sensitive information and work products.

ARO is seeking the ability to:

1.1. Rapidly develop CUI-through-TS/SCI Science and Technology (S&T) projects

1.2. Apply unique solutions and innovative ideas

1.3. Characterize new technologies and system concepts that provide evolutionary, revolutionary, and disruptive capabilities

1.4. Enable S&T transitions through the use of prototyping or other industry methods to ensure the technology has military utility

2. Overall Scope

The S&T research requirements for this IDIQ includes but is not limited to the following:

2.1. Basic and applied research

2.2. Data science and analytics

2.3. Technology development

2.4. Digital Architecture

2.5. Modeling and simulation

2.6. Experimentation and testbed development

2.7. Integration and demonstration

2.8. Technology Transition to military capabilities

3. Objectives

3.1. To expand the Army's access to innovative thinking and accelerate its ability to transition technologies from basic research to capability development, experimentation, and fielding. More specifically, TPP seeks to establish a cadre of trusted academic partners and associated research Offerors capable of rapidly undertaking Controlled Unclassified Information through Top Secret /Sensitive Compartmented Information (CUI-through-TS/SCI) projects across the following breadth of technical areas provided in 3.2 below.

3.2. *Technical Areas of Interest*

ARO is seeking for all Academia Offerors/Institutions to provide support in the following Army focused **six (6) technical fields** of interest (with some non-exhaustive examples of CUI+ type projects in each field):

3.2.1. Biology (non-medical focus): Exploring the potential of biological systems for Army applications, including synthetic biology, biomaterials, and bio-integrated technologies, including cognitive enhancement and integrated sensors.

3.2.2. Material Science: This research area focuses on producing and analyzing advanced materials and their interactions. This includes understanding how materials behave and interact under extreme conditions, such as weapon impacts.

3.2.3. Electronics: Advancing capabilities in sensing, counter-sensing, electronic warfare, and spectrum protection.

3.2.4. Chemistry: Designing and developing advanced materials with exceptional properties, including lightweight strength, self-healing capabilities, and novel manufacturing processes. Developing innovative solutions for power generation, storage, conversion.

3.2.5. Information Sciences: Leveraging computational power, AI, and secure networks to enhance military operations. Research includes using artificial intelligence for decision-making, investigating human-technology teaming, and securing information across all operational domains through advanced cyber defense and encryption.

3.2.6. Physics: Exploring the frontiers of quantum computing/information, advanced timing technologies, photonic/electronic devices based on emerging quantum materials, and directed energy technologies (including lasers).

3.3 Interdisciplinary Projects

Furthermore, there may be interdisciplinary projects that require the Offerors assemble teams of people with disparate expertise from across two or more of the above listed technical fields to successfully address the research questions or goals. Below are example interdisciplinary projects. Any attempts to deliver with interdisciplinary projects shall require the combined expertise of **at least two (2)** of the six (6) technical fields outlined above.

3.3.1. Applied Artificial Intelligence (AAI): focused on the rapid integration of AI into all manner of DoW operations to achieve efficiency and decision superiority. Likely to involve integration of *Information Sciences* with *Electronics*.

3.3.2. Biomanufacturing (BIO): harnessing living systems to produce capabilities at scale, accelerating the development and deployment of biomanufacturing solutions to support critical missions. Will require Biology, with integration from other fields depending on application, including *Material Science*, *Electronics*, *Chemistry*, and *Physics*.

3.3.3. Contested Logistics Technologies (LOG): overcoming the challenges of disrupted or denied logistical pathways, especially for protracted conflict. There is a lot of space for innovative solutions in this space leveraging recent developments in fields like *Biology*, *Material Science*, *Chemistry*, and *Information Sciences*.

3.3.4. Quantum and Battlefield Information Dominance (Q-BID): ensuring warfighter access to advanced capabilities to maintain communications in degraded or denied conditions, maneuver in the electromagnetic spectrum, and sense adversary capabilities. Coordination among *Physics*, *Electronics*, *Chemistry*, and *Information Sciences* will be required to deliver on these capabilities.

3.3.5. Scaled Directed Energy (SCADE): the rapid scaling of high-energy lasers and high-power microwave systems with widely accessible, low-cost-per-shot response options. To deliver on these capabilities, and proactively protect the warfighter against similar adversary capabilities,

integration amongst the following fields at least will be crucial: *Biology*, *Electronics*, *Materials Sciences*, *Chemistry*, and *Physics*.

3.3.6. Scaled Hypersonics (SHY): scaling production, lowering costs, and widely fielding hypersonic weapons with exceptional speed, survivability, and ability to strike targets from long ranges with precision. Many fields contribute to this capability beyond *Physics*, including *Material Science, Information Science*, *Chemistry*, and *Electronics.*

*** END OF NARRATIVE ***

Requirements

To establish a cadre of trusted partners made up of external academic entities, both Institutes of Higher Education and their Associated Entities, capable of rapidly spinning up activity on basic scientific research across the breadth of disciplinary perspectives at ARO.

0001
Product Service Code : AJ12

0002
Product Service Code : AJ12

0003
Product Service Code : AJ12

Section D - Packaging and Marking

D.1. Packing and Packaging:

The contractor shall ensure that the preservation, packing, packaging and marking of the deliverable items called for under this contract are compliant with State and Federal Department of Transportation requirements and the Contractor's best commercial practices to prevent hazards of shipment and handling and to ensure safe delivery at destination.

D.2 Marking:

The contractor shall tag or mark all technical data deliverables under this contract with the following information:

1. Contract Number
2. Title of the project
3. Contractor's Name
4. Contractor Address
5. A description of the deliverables;
6. Identify whether there is classified or sensitive information within the deliverable.

*** END OF NARRATIVE ***

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-9	Inspection of Research and Development (Short Form).	1984-04		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-11	Higher-Level Contract Quality Requirement.	2014-12		

Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

____[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and

inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

Section F - Deliveries or Performance

F.1. Place of Performance

The contractor shall commence work upon assignment of a specific task order by the Contracting Officer. The work shall be accomplished at the location specified in the task order. Specific work locations and hours, if applicable, will also be specified in the task order. Inspect by/Accept by chart noted in Section E is subject to change based on task order requirements. This will be addressed at the task order level.

F.2. Period of Performance

F.2.1. The base ordering period for the Trusted Partner Program (TPP) Multiple Award IDIQ contract is five (5) years, with a potential five (5) year optional ordering period. IDIQ awards and minimum guarantee task orders are expected to be awarded by September 2026.

F.2.2. The optional ordering period may be exercised pursuant to FAR 52.217-9, Option to Extend the Term of the Contract.

F.2.3. The period of performance for orders will be determined at the Task Order.

*** END OF NARRATIVE ***

0001	**Quantity** 1 Job **Address and POC** **Period of Performance** From 10 Sep 2026 To 09 Sep 2031
0002	**Quantity** 1 Job **Address and POC**

	Period of Performance From 10 Sep 2026 To 09 Sep 2031
0003	**Quantity** 60 Months **Address and POC** **Period of Performance** From 10 Sep 2026 To 09 Sep 2031
Option Line Item 1001	**Quantity** 1 Job **Address and POC** **Period of Performance** From 10 Sep 2031 To 09 Sep 2036
Option Line Item 1002	**Quantity** 1 Job **Address and POC** **Period of Performance** From 10 Sep 2031

	To 09 Sep 2036
Option Line Item 1003	**Quantity** 60 Months **Address and POC** **Period of Performance** From 10 Sep 2031 To 09 Sep 2036

Section G - Contract Administration Data

G.1. Contractor Performance Assessment Reporting System (CPARS)

The use of the Contractor Performance Assessment Reporting System (CPARS) is required to document contractor performance in support this Trusted Partner Program (TPP) Multiple Award IDIQ contract for ARO as well as on each individual order. To ensure timely completion of contractor performance reports/assessments within CPARS, specific roles within the CPARS system will be assigned as follows:

- Assessing official: Contracting Officer and/or appointed Contracting Officer Representative (COR)

- Contractor Representative: **[**Designated contractor representative for each award**]**

*Training for all persons responsible for the preparation and review of performance assessments is available online at: https://www.cpars.gov/cparsweb/lc

G.2. Performance Requirements Summary (PRS)

A performance requirements summary (PRS) will be incorporated in each order. The Contracting Officer, COR, and the contractor shall use the requirements and standards outlined in the PRS to monitor and evaluate contractor performance.

G.3. Special Invoicing Instructions

Special invoicing instructions will be provided for each order as appropriate.

G.4. Government Minimum Obligation

The Government has no obligation to issue any orders except for the minimum guarantee of $2,500.00. The first task order will be funded at the minimum ordering level and will be issued concurrently with the IDIQ contract. The government anticipates awarding an initial task order to all Prime contractors in the amount of $2,500.00 to support kick-off activities.

*** END OF NARRATIVE ***

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		

252.204-7006	Billing Instructions-Cost Vouchers	2023-05
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

H.1. Minimum Guarantee and Ordering Procedures

Orders will be awarded in accordance with FAR 16.505. The Government has no obligation to issue any orders except for the minimum guarantee of $2,500.00, which will be met through issuance of the first task order award. The government anticipates awarding an initial task order to all Prime contractors in the amount of $2,500 to support kick-off activities.

H.2. Task Order Proposal Process

H.2.1. Task Order types may include - Cost, Cost Plus Fixed Fee, or Firm-Fixed-Price (FFP).

H.2.2. Best Value Tradeoff source selection approaches may be used at the task order level.

H.2.2.1. Best Value Tradeoff Procedures:

A tradeoff process is appropriate when it may be in the best interest of the Government to consider award to other than the lowest priced proposal or other than the highest technically rated proposal. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the most highly rated technical proposal.

At the task/delivery order level the following apply:

All evaluation factors will affect contract award and their relative importance will be clearly stated in the Task Order Request (TOR); and

The TOR will state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price.

H.2.2.2. The Government estimates that the task orders may be issued on a cost reimbursement or firm-fixed priced basis.

H.2.2.3. The Contract Data Requirements List (CDRL) that is incorporated into the Base IDIQ Section J is applicable to task orders unless otherwise specified at the task order level.

H.2.2.4. SPECIFIC: The contractor shall commence work upon award of a specific task order by the Contracting Officer. The work shall be accomplished at the location specified in the task order.

H.2.2.5. TASK ORDER REQUEST (TOR): The task order request constitutes the specific work packages and functions assigned to the contractor within the scope of work and contracted for task orders issued by the Contracting Officer. TORs include specific instructions and details regarding the requirements to be performed.

H.2.2.6. TASK ORDER REQUEST FORMAT: Proposed TORs will contain sufficient information to allow the contractor to prepare the task order proposal. The proposed TOR will contain as a minimum the following:

a. TOR Number

b. Proposal Instructions

c. Evaluation Criteria and Basis for Award

d. Description of Requirement (PWS)

e. Deliverables

f. Contract Requirements Data Lists (CDRL)

g. Performance Location

h. Security Classification

i. Period of Performance

j. Procurement History, as applicable

k. COR and Technical Monitor, as applicable

l. Government Furnished Property, as applicable

m. Theater Business Clauses, as applicable

n. Special Clauses and Notes to Awardees

o. Key Personnel

H.2.2.7. TASK ORDER PROCESS

Market research is anticipated to occur prior to issuing the TOR. Once market research is complete, the Government will issue the TOR to include all requisite information regarding proposal submission and evaluation. The Government will comply with the requirements outlined DFAR 215.5 regarding Task Order debriefings.

Offerors will have between 14 and 21 calendar days to submit proposals for task orders. However, this period may be shortened due to urgent requirements, and the final submission deadline will be specified in each individual task order. Awardee shall submit to the KO, a written Task Order Proposal (TOP) within the time specified in the TOR, and shall contain as a minimum, the following:

a. TOR Number

b. Contract Number

c. Authorized Negotiator Point of Contact

d. TOR Content as prescribed in TOR Instructions

e. Technical Proposal to include Performance Schedule and Milestones

f. Cost Proposal to include as a minimum; a complete breakdown of direct, indirect, and/or other direct cost such as travel and materials, and any subcontractor cost information as applicable.

g. A cost narrative with sufficient documentation necessary to adequately support and explain each individual cost element proposed.

h. Data Rights and Assertions

H.3. SPECIAL INSTRUCTIONS FOR TASK ORDER PROPOSAL (TOP) SUBMISSIONS:

H.3.1. COST TASK ORDERS

Pursuant to FAR 16.302(A) - A cost contract is a cost-reimbursement contract in which the contractor receives no fee.

(B) A cost contract may be appropriate for research and development work, particularly with nonprofit educational institutions or other nonprofit organizations.

H.3.2. LIMITATION OF PASS-THROUGH CHARGES

FAR 52.215-22, Limitation on Pass-Through Charges-Identification of Subcontract Effort and 52.215-23 Limitation on Pass-Through Charges: FAR 52.215-22, Limitation on Pass Through Charges- Identification of Subcontract Effort and 52.215-23, Limitation on Pass Through Charges are applicable to this requirement. If subcontractor costs proposed exceed 70% of the total costs to be performed, Contractors must comply with the subject clauses by providing sufficient information for the Contracting Officer to determine the added value along with assessment of fee and indirect costs. This information will be used as part of the best value decision and evaluation of all elements of costs.

H.3.2 SUBMITTAL OF SUBCONTRACTOR FULLY DISCLOSED PROPOSAL

In order to facilitate expedience when evaluating proposals in response to TORs it is important that the following be adhered to. It is an acceptable practice for Prime contractors to utilize subcontractors in response to requirements. However, costs associated with the prime and "subcontractor" partnership must be evaluated for its fair and reasonableness. "Undisclosed" or "loaded" cost does not allow a proper cost analysis.

Therefore, the following must be adhered to:

H.3.3.1. FAR 52.215-12 "Subcontractor Certified Cost or Pricing Data" must be adhered to and required information shall be provided as part of the Prime contractors proposal submissions by the TOR due date.

H.3.3.2. Prime contractors are responsible for ensuring that fully disclosed rates are provided for evaluation of proposals in response to TOR.

H.3.3.2.1. Subcontract proposals <$2 million. The Prime Contractor must provide a cost analysis that fully supports the reasonableness of subcontractor costs to include an analysis of costs and fee/profit.

H.3.3.2.2. Subcontract proposals >$2 million. Prime Contractor must provide a cost analysis that fully supports the reasonableness of subcontractor costs to include an analysis of costs and fee /profit. In addition, Prime contractors must either provide along with prime proposals or ensure that subcontractors provide a complete breakdown of costs to include subcontractor cost and fee/profit proposed to the KO by the closing date. See format in Table 15-2 of FAR 15.408 for guidance. Primes shall require subcontractors TO submit fully disclosed rates to the contracting officer by the closing date of the TOR. FAILURE TO PROVIDE THIS INFORMATION BY THE TOR CLOSING DATE MAY RESULT IN PROPOSALS BEING ELIMINATED FROM CONSIDERATION OF TASK ORDER AWARDS.

In the event a subcontractor cannot provide detailed information to enable the Prime contractor to conduct a detailed cost analysis (e.g. commercial pricing), the Prime contractor shall conduct an analysis with the information submitted and provide a summary of what was analyzed and what prohibited further analysis. Similarly, if a subcontractor must submit proprietary cost information directly to the Government, the Prime contractor shall conduct as detailed of an analysis as possible using fully burdened rates and other information available, while also having the subcontractor provide proprietary information directly to the Government.

H.3. FEE/PROFIT ON TRAVEL AND EQUIPMENT COSTS

Fee or Profit is not authorized for Prime or Subcontractors on travel, stipend, and equipment costs. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000.00.

H.4. TRAVEL

H.4.1. Travel arrangements, including extended travel, shall be provided to and are subject to approval by the COR in advance of travel (regardless of the dollar value).

H.4.2. Costs for transportation shall be based upon mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of the travel as set forth in the Joint Travel Regulations (JTR).

H.4.3. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. Using Government funds to pay for premium travel (including first and business class) is not allowable unless specifically authorized. Exceptions for the use of premium travel shall be approved in writing by the COR prior to travel.

H.4.4. Contractors are required to register all OCONUS travelers in the Synchronized Deployment and Operational Tracker (SPOT) system as the single source to track all deployed contractor personnel supporting DoD military operations worldwide. Upon approval and signature by the Contracting Officer a letter of authorization (LOA) will be generated.

H.4.5. Additional compensation including danger or hardship pay, if necessary to obtain and/or retain contractor personnel, shall be considered reasonable and allowable only to the extent that they do not exceed the rates in effect at the time of travel as set forth by the Department of State.

H.5. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

H.5.1. The term "Organizational Conflicts of Interest (OCI) is defined in Federal Acquisition Regulation (FAR) 2.1; also see FAR 9.502 (c). An "OCI may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition.

The Contracting Officer will review and analyze (PWS/SOW/SOO) under this contract prior to issuance of a Task Order Request and determine that no OCI has been identified, potential or otherwise. However, Awardees shall make a preliminary disclosure to the Contracting Officer, prior to the due date for receipt of Task Order Proposals, of any OCI issues the Awardee has identified. Such preliminary disclosure will allow the Contracting Officer more time to assess both the potential OCI and the Awardees proposed strategy to negate or mitigate the OCI.

This assessment may be crucial since, per FAR 9.504(e), the Contracting Officer may not award the task order/delivery order to a Contractor with an OCI that cannot be negated or mitigated. If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing contract, the Contracting Officer will take the necessary action to delete that requirement and/or mitigate any conflict of interest that may be present. The Contractor agrees that the Government may, up to three years after acceptance of all programmatic documentation to be delivered under applicable Task Orders, restrict the Contractors future participation in any resulting program managed system acquisition action(s).

H.6. FEDERAL HOLIDAYS

H.6.1. Contractor personnel performing at a Government site shall observe federal holidays and other days identified in this section unless otherwise indicated in an order. The Government observes the following days as holidays:

New Years Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

In addition to the days designated as holidays, the Government may also observe any day designated by Federal Statute, Executive Order, or Presidents Proclamation.

H.7. ADDITIONAL CLAUSES

Additional clauses may be added to orders issued under this contract as applicable.

H.8. OTHER CONSIDERATIONS

H.8.1. Additional CLINs may be added to orders if necessary to meet the requirements of the order. For example, CLINs may be added for ancillary items or data requirements.

H.8.2. The Government will not reimburse contractors for bid and proposal costs.

H.9. USE OF ON/OFF-RAMP PROVISIONS

a. The Government intends to maintain a pool of highly qualified and competitive contract holders throughout the life of this Multiple Award IDIQ contract. To achieve this, the Government reserves

the right, at its sole discretion, to periodically add new contractors ("on-ramping") and/or remove existing contractors ("off-ramping"). The Government reserves the right to resolicit for additional IDIQ base participants.

The Government anticipates utilizing on-ramp and off-ramp procedures throughout the life of the contract. Future on-ramp awards will be evaluated using similar scope and procedures, and will be valid for the remaining duration of the contract. Off-ramp procedures may be utilized to remove contractors as deemed necessary.

H.10. TRACKING OF SMALL BUSINESS PARTICIPATION GOALS

All offerors will be evaluated on their small business commitment for the proposed acquisition and their prior commitment utilizing small businesses in performance of prior contracts. The evaluated Small Business Participation Plan (SBPP) and accepted goals be incorporated in the resultant contract (s).

It is anticipated that the offeror's proposed levels of small business participation in each category will be met across the base IDIQ level - at the conclusion of the base 5-year period and at the conclusion of the subsequent 5-year option period (i.e. this will include cumulative performance across all orders during those base contract periods). Offerors will be required to submit small business reports discussing their compliance on a semi-annual basis throughout performance, to include but not limited to a break down by task order and a cumulative roll-up across all task orders.

*** END OF NARRATIVE ***

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	2026-02		
52.216-7	Allowable Cost and Payment. (Alternate II)	2026-02	Alternate II	2012-08
52.216-11	Cost Contract-No Fee.	1984-04		
52.216-11	Cost Contract-No Fee. (Deviation) (Alternate I)	1984-04	Alternate I	2026-02
52.217-2	Cancellation Under Multi-year Contracts.	1997-10		
52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02		
52.223-23	Sustainable Products. (Deviation)	2026-02		
52.224-3	Privacy Training.	2017-01		

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.227-11	Patent Rights-Ownership by the Contractor. (Alternate III)	2014-05	Alternate III	1989-06
52.227-13	Patent Rights-Ownership by the Government.	2007-12		
52.227-14	Rights in Data-General.	2014-05		
52.227-14	Rights in Data-General. (Alternate I)	2014-05	Alternate I	2007-12
52.227-14	Rights in Data-General. (Alternate III)	2014-05	Alternate III	2007-12
52.227-14	Rights in Data-General. (Alternate IV)	2014-05	Alternate IV	2007-12
52.227-14	Rights in Data-General. (Alternate V)	2014-05	Alternate V	2007-12
52.227-17	Rights in Data-Special Works.	2007-12		
52.228-7	Insurance-Liability to Third Persons.	1996-03		
52.232-2	Payments under Fixed-Price Research and Development Contracts.	1984-04		
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-18	Availability of Funds.	1984-04		
52.232-20	Limitation of Cost. (Deviation)	2026-02		
52.232-22	Limitation of Funds. (Deviation)	2026-02		

52.232-25	Prompt Payment.	2017-01		
52.232-25	Prompt Payment. (Alternate I)	2017-01	Alternate I	2002-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation)	2026-02		
52.233-3	Protest after Award. (Deviation)	2026-02		
52.233-3	Protest after Award. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02		
52.240-92	Security Requirements. (Deviation)	2026-02		
52.240-92	Security Requirements. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02
52.242-1	Notice of Intent to Disallow Costs.	1984-04		
52.243-1	Changes-Fixed Price. (Deviation)	2026-02		
52.243-1	Changes-Fixed Price. (Deviation) (Alternate III)	2026-02	Alternate III	2026-02

52.243-1	Changes-Fixed Price. (Deviation) (Alternate V)	2026-02	Alternate V	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation)	2026-02		
52.243-2	Changes-Cost-Reimbursement. (Deviation) (Alternate V)	2026-02	Alternate V	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	2026-02		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.246-26	Reporting Nonconforming Items.	2024-08		
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04		
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	2016-08		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services. (Alternate I)	2025-08	Alternate I	2025-01
252.227-7015	Technical Data-Commercial Products and Commercial Services.	2025-01		
252.227-7016	Rights in Bid or Proposal Information.	2025-01		
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	1988-04		

252.227-7030	Technical Data-Withholding of Payment.	2000-03
252.227-7037	Validation of Asserted Restrictions on Technical Data.	2025-01
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	2012-06
252.227-7039	Patents--Reporting of Subject Inventions.	1990-04
252.232-7010	Levies on Contract Payments.	2006-12
252.235-7002	Animal Welfare.	2014-12
252.235-7004	Protection of Human Subjects.	2009-07
252.235-7011	Final Scientific or Technical Report.	2019-12
252.242-7006	Accounting System Administration.	2025-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.245-7003	Contractor Property Management System Administration	2025-01
252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-7	Allowable Cost and Payment. (Deviation)	2026-02		

Allowable Cost and Payment (Feb 2026) (Deviation)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the ____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include

contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the

Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 Ordering. 2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ____ through ____[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ____[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ____[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of ____[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within ____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation) 2026-02

Indefinite Quantity (Feb 2026) (Deviation)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule,

there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after ____ [insert date].

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman.	2019-09

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. _____[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e. g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _____[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____(months) (years).

(End of clause)

52.227-11	Patent Rights-Ownership by the Contractor.	2014-05

Patent Rights-Ownership by the Contractor (May 2014)

(a) As used in this clause-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable

under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means-

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights.

(1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License.

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each

subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files

a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights-

(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention-

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor,

and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U. S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. _____[Complete according to agency instructions.]

(k) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.244-2 Subcontracts. 2020-06

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

52.247-1	Commercial Bill of Lading Notations.	2006-02

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____[Name and address of the contract administration office listed in the contract].

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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):

____ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

(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 ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an

affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information

necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ____ Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous

compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

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

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

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

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 Disclaimer. 1995-05

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

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

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

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

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	Basis for Assertion2	Name of Person Asserted Rights Category3	Asserting Restrictions4
____(LIST)5	____(LIST)	____(LIST)	____(LIST)

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.

VOLUME	TITLE PAGE	PAGE LIMIT
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

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 — Proposed Cost
Budget Justification

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		

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 Provisions.	2020-11

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 is 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

<font>BLUE <font color="#0000ff" >COLOR RATING	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 <font color="#9c00ff" >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.
<font>GREEN <font color="#00ff00" >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.
<font>YELLOW <font color="#ffff00">COLOR RATING	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
RED <font color="#ff0000">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

Adjectival Rating	**Description**
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

Adjectival Rating	**Description**
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.

Adjectival Rating	**Description**
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		