Notice to Offerors: The Government intends to engage in the discovery, development, and integration of novel science and technologies **ONLY** in the Indo-Pacific region and **DOES NOT** support engagements in Continental United States.

One-Step Open Broad Agency Announcement (BAA)

Overview Information

Federal Agency Name: Pacific Air Force (PACAF)
374th Contracting Squadron/Specialized Contracting Flight (374 CONS/PKS)
Yokota Air Base, Fussa-shi, Tokyo, Japan

Broad Agency Announcement Title: US Army Combat Capabilities Development Command (DEVCOM) Indo-Pacific Fundamental Research Collaboration Opportunities

Broad Agency Announcement Type: This is the initial announcement.

Broad Agency Announcement Number: FA5209-22-S-0001

Catalog of Federal Domestic Assistance (CFDA) Number(s): N/A

ONE-STEP SOLICITATION:

FULL PROPOSAL DUE DATE: The offerors shall submit the Full Proposals that meet the needs of DEVCOM Indo-Pacific Fundamental Research Collaboration Opportunities within 60 months (5 years) after the date of this initial publication of this Open BAA.

Submission:

System for Award Management (SAM): An Offeror/Contractor is required to obtain the Unique Entity Identifier and to be registered in SAM, https://sam.gov/, when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this BAA. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. See FAR 52.204-7, SAM, and FAR 52.204-13 SAM Maintenance.

Proposal: Interested applicants are required to submit proposals. The submission shall be made electronically either via email or DoD SAFE Site, https://safe.apps.mil/. Please note that the maximum email file size the Government can receive is 20 MB and DoD SAFE is to be used for submissions larger than that. If use of the DoD SAFE site is desired, prior to submission, offerors must email the Contracting POC to ask for a drop-off request for the site.

Solicitation Request: The Government is soliciting full proposal on the research effort described below.

Type of Contract/Instrument: It is anticipated that awards under this BAA will generally be Firm-Fixed Price. However, the Government reserves the right to award the contract type best suited to the nature of research proposed. Please note: Cost reimbursement contracts require successful offerors to have an accounting system considered adequate for tracking costs applicable to the contract.

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Estimated Program Cost: Ceiling value of all awards made under this Open BAA is $9,500,000.00. It is anticipated that any individual award will not have a value less than $5,000.00, however contract values may vary due to individual circumstances.

Anticipated Number of Awards: The Government anticipates multiple awards for this announcement. However, the Government reserves the right to award zero, one, or more awards for all, some or none of the solicited effort based on the offerors' ability to perform desired work and funding fluctuations.

Brief Program Summary: The purpose of this BAA is to solicit fundamental (basic and applied) research collaboration of full proposals, as defined in National Security Decision Directive (NSDD) 189, *National Policy on Transfer of Scientific, Technical and Engineering Information*, 21 September 1985. Example types of collaboration include:

1) Seed projects with research institutions (1-5 years, $20-500K USD in value)
2) Symposia, conference, and or workshop support (in part or in whole) to provide a venue for the exchange of ideas in areas of Army interest
3) Foreign Technology Assessment Support, in partnership with an Army Lab or Center collaborator to research, develop, and exchange prototype materials and technologies for evaluation
4) International Technology challenges, where a specific problem statement is posed and short ideas for potential solutions are solicited.
    a. Prize money ($10-60K USD) will be awarded to solutions deemed interesting and likely to succeed
    b. Potential follow-on seed project award to further develop the proposed solution

Information on the research areas of interest to this BAA can be found in Attachment 6, Statement of Objective(s).

Communication Between Prospective Offerors and Government Representatives: Dialogue between prospective offerors and Government representatives is encouraged until submission of a full proposal. We realize the preparation of a research proposal often represents a substantial investment of time and effort by the applicant. Therefore, in an attempt to minimize this burden, we strongly encourage applicants interested in submitting proposals to make preliminary inquiries as to the general need for the type of research effort contemplated, before expending extensive effort in preparing a detailed proposal or submitting proprietary information. Discussions with any of the Technical POC shall not constitute a commitment by the Government to subsequently fund or award any proposed effort. Only Contracting Officers are legally authorized to commit the Government. After submission of a proposal, questions should be addressed to the Contracting POC only.

Address technical questions to the Technical POC:
Primary: ITC IPAC Org Mailbox, usarmy.hardy.futures-cmd.mbx.itc-pac@army.mil

Address contracting questions to the Contracting POC:
Primary: Mr. Kazuhito Urano, 374 CONS/PKS, Unit 5228, Bldg 620 Yokota Air Base, Fussa-shi Tokyo 197-0001, Phone Number: 011-81-42-530-5846, E-mail: kazuhito.urano.jp@us.af.mil
Alternate 1: Lt Ariel N. Parker, 374 CONS/PKS, Unit 5228, Bldg 620 Yokota Air Base, Fussa-shi Tokyo 197-0001, Phone Number: 011-81-42-552-2510 Ext 57507, E-mail: ariel.parker.1@us.af.mil
Alternate 2: Mr. Joshua B. Grubb, 374 CONS/PKS, Unit 5228, Bldg 620 Yokota Air Base, Fussa-shi Tokyo 197-0001, Phone Number: 011-81-42-552-2510 Ext 57499, E-mail: joshua.grubb@us.af.mil
Note: Please be sure to state "BAA FA5209-22-S-0001" on the subject line of your email inquiry to above POCs. An automated reply will be generated and serve as proof of email receipt.

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Full Text Announcement

I. Program Description: 374 CONS/PKS, Yokota Air Base, is soliciting the technical and cost proposals on the following research efforts:

1. **Statement of Objective/Description of Technical Area(s):** Please see Attachment 6, Statement of Objective(s) (SOO).

2. **Within Scope Modifications:** Potential offerors are advised that due to the inherent uncertainty of research and development efforts, awards resulting from this announcement may be modified during performance to make within scope changes, to include but not limited to, modifications which increase overall contract ceiling amount.

3. **Deliverable Items**
   a. **Data Items:** See Attachment 5, DD Forms 1423-1, Contract Data Requirements List (CDRL). Not all CDRLs will be required for each award made under this BAA, and additional CDRLs may be added based on the specific circumstances of individual proposals.
   b. **Software:** Software may be a deliverable for certain awards. See attached DD Forms 1423-1.
   c. **Hardware:** Manufacturing demonstration articles, test articles/samples, and contractor acquired property may be a deliverable for certain awards.

4. **Schedule**
   a. **Overall effort:** Period of performance on each resulting award will vary. This solicitation will be open for 60 months (5 years) from the date of initial publication of this Open BAA.
   b. **Data Items:** Specified as individual CDRLs on individual awards.
   c. **Software:** Non-commercial, Specified on individual awards.
   d. **Hardware:** Specified on individual awards.

5. **Other Requirements**
   a. This announcement incorporates FAR and supplement provisions and clauses by reference. The full text of provisions and clauses can be found at https://www.acquisition.gov.
   b. **OPSEC:** See attached SOO for OPSEC guidance.
   c. **Export Control:** Information involved in this research effort will, in most cases, be subject to Export Control (International Traffic in Arms Regulation (ITAR) 22 CFR 120-131, or Export Administration Regulations (EAR) 15 CFR 710-774). If effort may be subject to export control, then a Certified DD Form 2345, Militarily Critical Technical Data Agreement, shall be submitted with a proposal.
   d. **Export-Controlled Items:** As prescribed by DFARS 225.7901-4, DFARS 252.225-7048, "Export-Controlled Item (JUN 2013)" is contained in this solicitation. This clause shall be contained in ALL resulting contracts.
   e. **Contractor Performance Assessment Reporting System (CPARS)** may apply to contract awards resulting from this BAA. If applicable, interim and final evaluations of contractor performance for contract awards will be prepared in accordance with AFFARS 5342.1503. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) will be prepared annually (at a minimum). Awardees will be requested to provide a POC to receive notifications of the opportunity to provide feedback. The contractor will be permitted 60 days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the

Assessing Official, whose decision will be final. Copies of the assessments, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions for other procurements

6. **Other Information**

a. **Government Furnished Property (GFP) availability:** It is unlikely that GFP will be made available under any award resulting from this BAA, however, it is possible. If GFP is required, in accordance with FAR 45.201(b), the contractor is responsible for all costs related to making the property available for use, such as payment of all transportation, installation or rehabilitation costs.

b. **Base Support / Network Access** is not anticipated to be made available under any resulting award.

c. **Multiple awards subject to Fair Opportunity:** Not anticipated.

d. **Data Rights Desired:**

(1) Noncommercial Technical Data: Unlimited Rights
(2) Noncommercial Computer Software (NCS): Unlimited Rights
(3) NCS Documentation: Unlimited Rights
(4) Commercial Computer Software Rights: Customary Commercial License consistent with Federal statutes and regulations

DEVCOM, International Technology Center Indo-Pacific (ITC IPAC) and 374 CONS/PKS are engaged in the discovery, development, and integration of novel science and technologies in the Indo-Pacific region. As such, rights in noncommercial technical data and NCS developed or delivered under this award are of significant concern to the Government. The Government will therefore evaluate any restrictions on the use of noncommercial technical data, NCS, and NCS documentation which could result in transition difficulty or less-than full and open competition for subsequent development of this technology.

In accordance with DFARS 252.227-7013(b)(1) and 252.227-7014(b)(1), the Government shall receive unlimited rights in all noncommercial technical data and computer software developed exclusively with Government funds.

In accordance with DFARS 252.227-7013(b)(2) and DFARS 252.227-7014(b)(2), the Government shall receive Government Purpose Rights in all noncommercial technical data and computer software developed with mixed funding. "Developed with mixed funding" means, "development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government award, and partially with costs charged directly to a government award. Offerors that propose delivery of noncommercial technical data, NCS, or NCS documentation subject to Government Purpose Rights should fully explain how a portion of the data was developed at private expense. Specifically, offerors must explain what noncommercial technical data, NCS, or NCS documentation developed with costs charged to indirect cost pools and/or costs not allocated to a Government award will be incorporated, how the incorporation will benefit the program, and address whether those portions or processes are segregable.

Offerors that propose delivery of noncommercial technical data with Limited Rights, NCS with Restricted Rights, or NCS documentation with Limited Rights will be considered. Proposals should fully explain what noncommercial technical data, NCS, or NCS

documentation developed with costs charged to indirect cost pools and/or costs not allocated to a Government award will be incorporated and how the incorporation will benefit the program and whether those portions or processes are segregable.

Offerors shall include the data rights assertions as required by DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions. The assertions list is included in Attachment 2, Section K – Representations and Certifications, and submit with the proposals. Assertions must be completed with specificity. Each assertion must identify the technical data or computer software to be delivered and the associated item, component, or process developed exclusively or partially at private expense to which it pertains. Nonconforming data rights assertion lists will not be accepted until submitted in accordance with DFARS 252.227-7017.

Terms used in this section are defined in the clauses at 252.227-7013, Rights in Technical Data-Noncommercial Items, and 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

THIRD PARTY SOFTWARE (COMMERCIAL AND NONCOMMERCIAL):

If any such software, noncommercial or commercial, is not reasonably identifiable at proposal submission, it must still be approved by the Contracting Officer prior to incorporation. This obligation to obtain pre-approval by the Contracting Officer, as described above, continues throughout contract administration.

Noncommercial Computer Software:

DFARS 252.227-7014(d) describes requirements for incorporation of third party noncommercial copyrighted computer software and computer software documentation and is incorporated as follows:
The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in DFARS 252.227-7014(b), and prior to delivery of such—
(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or
(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.
In addition, all noncommercial computer software will receive the appropriate level rights set forth in DFARS 252-7014(b), which could include: Unlimited rights, GPR, Restricted Rights, or specifically negotiated license.

Commercial Computer Software:

For commercial computer software, the Government will neither accept nor execute a DD Form 250 for such software deliverables until the Contractor obtains from all third party software suppliers and/or vendors (Licensor) licenses for any commercial computer software to be delivered that are consistent with Federal Statutes, Federal Case Law, and Federal Regulations. The following is a non-exhaustive list of terms and conditions which are

inconsistent with Federal law and shall not be included in the commercial computer software license agreement between the Licensor and the Government:
1. The license shall not subject the Government to a contingent liability or a liability that is indefinite or indeterminate, including but not limited to: indemnification clauses, unilateral price increases, the right to attorney fees, automatic assessment of charges, or automatic renewal provisions. These provisions constitute obligations in advance or in excess of an appropriation and violate the Anti-Deficiency Act.
2. The license shall be governed by Federal Statutes, Federal Case Law, and Federal Regulations, and shall not be subject to the laws or jurisdiction of any municipality, state, or foreign country. The license shall not bind the Government to litigation in a particular forum or venue or require the Government to participate in arbitration.
3. The license shall not include non-substitution language that would preclude or limit the Government from using another vendor/reseller and/or product to fulfill Government requirements.
4. The Licensor shall not have the authority to unilaterally terminate the license. All remedies available shall be consistent with the Disputes and Termination Clauses in the underlying basic contract.
5. The Licensor shall not have the right to enter the premise or monitor Government networks for the purpose of auditing the use of the license.
6. The Licensor shall not have the authority to control or otherwise influence any litigation between a third party and the Government. The United States Department of Justice has the sole authority to represent the Government in all litigation matters.
7. The Licensor shall not use the fact that the Government is using the Licensor's products in any notification or advertisement to the public (e.g., no publicity rights permitted).
8. The license shall not require automatic updates or give Licensor the authority to unilaterally replace the software.

[IF APPLICABLE] Additionally, the Contractor may be required to obtain licenses that comply with the following terms and conditions, based on the Government's needs:

1. [IF APPLICABLE] The license shall not disclaim all warranties through use of an "as is" provision.
2. [IF APPLICABLE] The license shall neither restrict the Government from using the product at various sites nor limit use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the [PROGRAM NAME]. In performance of the [PROGRAM NAME], Government personnel as well as Government contractors may use the software, subject to any negotiated limits on number of users, as applicable.
3. [IF APPLICABLE] [The license shall not limit the Government's use of the software at other Government and Government contractor sites.] [The license shall authorize the Government to use the software at the following sites: [list].
4. [IF APPLICABLE] The license shall not restrict the Government from copying or embedding elements of accessible code into other applications (e.g., nesting code, derivative works).

The Contractor may obtain agreement from the Licensor to insert the clause below in its respective software licenses intended to be transferred to the Government:
"In the event that any of the provisions of the [Software License] are determined to be inconsistent with Federal law or do not otherwise satisfy the Government's needs, the parties to the [Software License] hereby agree that such provisions shall be null and void as they

pertain to the Government. Specifically, the following sections are hereby deleted from the [Software License] [and/or amended as indicated below]:
[Section X: deleted; Section Y: amended as follows […]"

If the Licensor will not agree to the terms and conditions cited herein and/or as contained in DFARS 227.72, the Contractor shall retain the current license on behalf of and for the benefit of the Government if permissible under its license and such use will not subject the Government to the terms of the license. If the software in question is required to be delivered to the Government, the Licensor must grant the Government a sublicense that allows the Government to use the software to meet its requirements.
The Contractor shall provide documentation to clearly correlate or map any commercial computer software to be delivered to:
a) Contract Line Item Numbers (CLINS);
b) Contract Data Requirements Lists (CDRLs);
c) Paragraphs in the SOW; and
d) Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain commercial computer software corresponding to certain software license agreement(s) are physically located on the system to be delivered under the contract.

II. Award Information

1. **Anticipated Award Date:** Date will vary for individual proposals.

2. **Anticipated funding:** For the program (not per contract) FY22 $1.9M/; FY23 $1.9M/; FY24 $1.9M/; FY25 $1.9M /; FY26 $1.9M. No individual award price shall be awarded for less than $5,000.00 nor more than $9,500,000.00, however contract values may vary due to individual circumstances. Efforts may be performed and funded over multiple fiscal years.

   This funding profile is an estimate only and not a contractual obligation for funding. All funding is subject to change due to Government discretion and availability. Potential offerors should be aware that due to unanticipated budget fluctuations funding in any or all areas may change with little or no notice.

III. Eligibility Information

1. **Eligible Offeror**: This is an unrestricted solicitation. Small businesses, nonprofit, and not-for-profit organizations located in the Indo-Pacific are encouraged to propose.

2. **Cost Sharing or Matching**: Cost Sharing is not required.

3. **Other**:
   a. There are no limits on the number of proposals (if requested) an offeror may submit.
   b. You may be ineligible for award if all requirements of this solicitation are not met on the proposal due date as identified above.

IV. Proposal and Submission Information

1. **Overview**: This Announcement consists of a One-Step Process described in detail below. Full Proposals shall be submitted in accordance with this announcement. There will be no other solicitation issued in regard to this requirement. The Government intends to review full proposals

and award some, all, or none of the proposals received without negotiation/discussion; however, the Government reserves the right to negotiate with those offeror(s) whose proposal is selected for funding.

FULL PROPOSALS ARE BEING SOLICITED AT THIS TIME

Offerors should be alert for any BAA amendments that may change proposal requirements or permit extensions to the proposal submission date.

2. Proposal Instructions:

a. General Instructions:

(1) The offerors submitting a technical and cost proposal at any time before the expiration of this Open BAA, which is 60 months (5 years) after the initial publication. After receipt, proposals will be reviewed in accordance with the award criteria in Section V below. Proposals will be categorized and subsequently selected for negotiations.

(2) Offerors should apply the restrictive notice prescribed in FAR 52.215-1(e) Instructions to Offerors—Competitive Acquisition.

(3) Technical/management and cost/business volumes should be submitted in separate volumes and must be valid for 180 days.

(4) Proposals must reference the announcement number FA5209-22-S-0001 and relevant research area(s).

(5) Offerors must include the cost file(s) spreadsheets, which must be in Microsoft Excel format and include the formulas for calculating cost element bases (i.e., G&A, O/H, etc.), as well as supporting documentation with tables of supporting labor and overhead rates and basis for estimation regarding travel or equipment/material costs (e.g., invoices, quotes, or travel expense estimators).

(6) Offerors are advised that only Contracting Officers are legally authorized to contractually bind or otherwise commit the Government.

(7) The cost of preparing proposals in response to this BAA is not considered an allowable direct charge to any resulting or any other award; however, it may be an allowable expense to the normal bid and proposal indirect cost as specified in FAR 31.205-18.

b. Technical/Management Proposal:

(1) Page Limitations: The following describes proposal page limitations:

a) The Technical/Management Proposal shall be limited to no more than 20 pages. Technical/Management proposals and SOW must be provided in Microsoft Word. Signed pages may be submitted in Adobe.

b) Pages shall be numbered with the last page being no greater than Page 21. The cover pages and principal investigator/additional key personnel information pages (Attachment 8 & Attachment 9) will not be included in the page count and shall not contain any technical information, but only basic information such as the date, proposer's company name, point of contact, proposal title, and rough order of magnitude cost. The page limitation covers all information including indices, photographs, foldouts (counted as 1 page for each 8.5 by 11 portion) tables, charts, appendices, attachments, resumes, etc.

c) The proposal page limit does not include the offeror's proposed SOW; however, the same formatting rules apply to the SOW, which is limited to 10 pages. In addition to the contractor proposed SOW, a Government generated SOW Supplemental Requirements attachment containing additional contracting requirements will be

included in any resulting awards. The SOW attachment is included as Attachment 7 to this BAA.

d) Please Note: The Government will check the proposal and SOW for conformance to the stated requirements. Any pages in excess of the stated page limitation after the format check will not be considered for review purposes.

(2) The Technical/Management proposal(s) shall include a discussion of the nature and scope of the research and the technical approach. Additional information on prior work in this area, descriptions of available equipment, use of base support (if desired), data and facilities and resumes of personnel who will be participating in this effort should also be included as attachments to the technical proposal. This volume shall include a SOW detailing the technical tasks proposed to be accomplished under the proposed effort and suitable for award incorporation. Do not include any proprietary information in the SOW. Refer to the BAA Guide for Industry referenced above to assist in SOW preparation.

(3) Any questions concerning the technical proposal or SOW preparation shall be referred to the Technical POC.

c. Cost/Business Proposal:

(1) Separate the proposal into a business section and cost section.

a) See Attachment 1 for the Model Contract. Note that the document awarded may include contract line items (CLINs)/clauses/articles in addition to those in the model, and/or some of the CLIN/clauses/articles in the model may be deleted, depending on the specific circumstances of the individual award. Any additions or deletions will be negotiated with the offeror prior to award.

b) The business section should contain all business aspects to the proposed award, such as type of award, any exceptions to terms and conditions of the announcement including the model contract, any information not technically related, etc. Provide rationale for exceptions.

c) Identify any technical data that will be delivered with less than unlimited rights.

d) Limitations on Pass-Through Charges: As prescribed in FAR 15.408(n)(1) & 15.408(n)(2), provisions 52.215-22, "Limitations on Pass Through Charges-Identification of Subcontract Effort (Oct 2009)," apply.

e) Completed Certifications and Representations (Section K) are due with the proposal. Certifications and Representations (Section K) can be found at Attachment 2. Offerors may also be required to submit updated or supplemental Certifications and Representations based on the specifics of their proposal.

f) If an offeror proposes the use of GFP, other than GFP identified in the BAA, the offer must specifically identify each piece of GFP in the Cost/Business Proposal in accordance with FAR 45.202. Include the following information in the proposal:

(i) A list describing all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the Contracting Officer having cognizance of the property);

(ii) The dates during which the property will be used and, for any property that will be used concurrently in performing two or more awards, the amounts of the respective uses in sufficient detail to support prorating the rent;

(iii) The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (Apr 2012); and

(iv) The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property

management plans, methods, practices, or procedures for accounting for property.

(2) Cost Element Breakdown: Clear, concise, and accurate cost proposals reflect the offeror's financial plan for accomplishing the effort contained in the technical proposal. As a part of its cost proposal, the offeror shall submit the information outlined below, together with supporting breakdowns utilizing Attachment 3 – Cost Proposal Template. All direct costs (labor, material, travel, computer, etc.) as well as labor and overhead rates should be provided by contractor fiscal year (CFY). Detailed cost element breakdowns by Government Fiscal Year or calendar year are not required. See Attachment 4 (Cost Proposal Template Instructions) for additional instructions on filling out Attachment 3. The supporting schedules may include summary level estimating rationale used to generate the proposed costs. The cost element breakdown should include the following if applicable.

a) Direct Labor: Direct labor should be detailed by number of labor hours by category of labor.
b) Labor and Overhead Rates: Direct labor hours, with their applicable rates, must be broken out and the bases used clearly identified. The source of labor and overhead rates and all pricing factors should be identified. If the rates are based on current experience in your organization, provide the historical base used and clearly identify all escalation, by year, applied to derive the proposed rates. If computer usage is determined by a rate, identify the basis used and rationale used to derive the rate.
c) Material/Equipment: List all material/equipment items by type and kind with associated costs and advise if the costs are based on vendor quotes, data and/or engineering estimates; provide copies of vendor quotes and/or catalog pricing data.
d) Subcontractor Costs: Submit all subcontractor proposals and analyses with your cost proposal (See FAR 15.404-3(b)). If the subcontractor will not submit cost and pricing information to the offeror, this information must be submitted directly to the Government for analysis. On all subcontracts and interdivisional transfers, provide the method of selection used to determine the subcontractor and the proposed award type of each subcontract. An explanation shall be provided if the offeror proposes a different amount than that quoted by the subcontractor. The offeror's proposal must:

(i) Identify principal items/services to be subcontracted.
(ii) Identify prospective subcontractors and the basis on which they were selected. If non-competitive, provide selected source justification.
(iii) Identify the type of contractual business arrangement contemplated for the subcontract and provide rationale
(iv) Identify the basis for the subcontract costs (e.g., firm quote or engineering estimate, etc.).
(v) Identify the cost or pricing data submitted by the subcontractor.
(vi) Provide an analysis of the proposed subcontract in accordance with FAR 15.404-3(b). Provide an analysis concerning the reasonableness, realism and completeness of each subcontractor's proposal. If the analysis is based on comparison with prior prices, identify the basis on which the prior prices were determined to be reasonable. The analysis should include, but not be limited to, an analysis of: materials, labor, travel, other direct costs and proposed profit or fee rates.

e) Special Tooling or Test Equipment: When special tooling, and/or test equipment is proposed, attach a brief description of items and indicate if they are solely for the performance of this particular contract or project and if they are or are not already available in the offeror's existing facilities. Indicate quantities, unit prices, whether items are to be purchased or fabricated, whether items are of a severable nature and the basis of the price. These items may be included under Direct Material in the summary format.

f) Consultants: When consultants are proposed to be used in the performance of the award, indicate the specific project or area in which such services are to be used. Identify each consultant, number of hours or days to be used and the consultant's rate per hour or day. State the basis of said rate and give your analysis of the acceptability of the consultant's rate.

g) Travel: Travel costs must be justified and related to the needs of the project. Identify the number of trips, the destination and purpose. Travel costs should be broken out by trip with number of travelers, airfare, per diem, lodging, etc.

h) Computer Use: Detail the amount and kind of computer usage, the cost, and how the costs were derived.

i) Facilities Capital Cost of Money: If Facilities Capital Cost of Money is proposed, a properly executed DD Form 1861 is required.

j) Project Funding Profile: Offerors should include a project funding profile by Government Fiscal Year (GFY) (1 Oct through 30 Sep) for budgetary purposes. This will enable the Government to easily identify program funding needs by GFY.

k) If an offeror takes exceptions to the requirements called out in the announcement (e.g., base support, GFP, CDRLs), the exceptions should be clearly stated in the cost proposal. Cost/Business proposals have no page limitations.

d. Proposal Content Summary: You may be ineligible for award if all requirements of this solicitation are not met on the proposal due date.

V. Proposal Review Information

1. **Proposal Peer or Scientific Review Criteria**: Proposals will be reviewed against the criteria listed below. The technical aspect, which is ranked as the first order of priority, shall be reviewed based on the following criteria, which are of equal importance.

a. Technical:

(1) Unique and innovative approach proposed to accomplish the technical objectives. New and creative solutions and/or advances in knowledge, understanding, technology, and the state of the art

(2) The offeror's understanding of the scope of the technical effort. Soundness of the offeror's technical approach including whether the proposal identifies major technical risks and clearly defines feasible mitigation efforts.

b. Relevance: Demonstrates understanding of the U.S. Army missions and how the proposed research is relevant

c. Qualifications: Availability of qualified technical personnel to perform the proposed effort. Presence of capabilities, related experience, facilities, or techniques integral to achieving the objectives.

Notice to Offerors: The Government intends to engage in the discovery, development, and integration of novel science and technologies **ONLY** in the Indo-Pacific region and **DOES NOT** support engagements in Continental United States.

d. Cost Realism and Reasonableness: The cost/price criterion includes the realism of the proposed cost.

2. **PROPOSAL - Review and Selection Process**

a. Categories: Based on the Peer or Scientific Review, proposals will be categorized as Selectable or Not Selectable (see definitions below). The selection of a Peer or Scientific Review, as well as importance to agency programs and funding availability.

1) **Selectable:** Proposals are recommended for acceptance if sufficient funding is available

2) **Not Selectable**: Even though funding exists, the proposal should not be funded as submitted based on technical review.
Note: The Government reserves the right to award some, all, or none of the proposal. When the Government elects to award only a part of a proposal, the selected part may be categorized as Selectable, though the proposal as a whole may not merit such a categorization.

b. No other criteria will be used.

c. Prior to award of a potentially successful offer, the Contracting Officer will make a determination regarding price reasonableness.

VI. Award Administration Information

1. **Award Notices**: Offerors will be notified whether their proposal is recommended for award on or about 30 calendar days after receipt of complete proposal. The notification is not to be construed to mean that any contract award is assured, as availability of funds and successful negotiations are prerequisites to any award.

2. **Administrative and National Policy Requirements**: See Section I. Restrictions include: contract potentially security classification of Secret; OPSEC; and Export Control.

3. **Reporting:** See Attachment 5 for DD Forms 1423-1 (CDRLs).

VII. Other Information

1. **Acquisition of Commerciality**: Based upon market research, the Government is not using the policies contained in Part 12, Acquisition of Commercial Items, in this solicitation. However, interested offerors may identify to the Contracting Officer their interest and capability to satisfy the Government's requirement with a commercial item prior to submitting their offer.

2. **Support Contractors:** Only Government employees will participate in Peer or Scientific Reviews. Offerors are advised that employees of commercial firms under award to the Government may be used to administratively process proposals, monitor award performance, or perform other administrative duties requiring access to other contractors' proprietary information. These support awards include nondisclosure agreements prohibiting their contractor employees from disclosing any information submitted by other contractors or using such information for any purpose other than that for which it was furnished.

Notice to Offerors: The Government intends to engage in the discovery, development, and integration of novel science and technologies **ONLY** in the Indo-Pacific region and **DOES NOT** support engagements in Continental United States.

3. **Feedback Sessions:** When requested, Feedback Sessions will be provided IAW FAR 35.008(d), but that the procedures will be reasonably modified IAW FAR 15.5. The process will follow the time guidelines outlined in the award notice described in Paragraph VI.1.

4. **Item Unique Identification and Valuation.** It is DoD policy that contractors shall be required to identify the Government's unit acquisition cost for all deliverable end items for which Item Unique Identification applies. Therefore, proposals must clearly break out the unit acquisition cost for any deliverable items. See DFARS 211.274-3, Policy for Valuation, for more information. (Per DoD, "fully burdened unit costs" to the Government would include all direct, indirect, G&A costs, and an appropriate portion of fee). For more information, see the following website: https://www.acq.osd.mil/asda/dpc/ce/index.html

5. **Updates of Publicly Available Information Regarding Responsibility Matters:** Any contract or assistance award that exceeds $600,000; and when offeror checked "has" in paragraph (b) of the provision FAR 52.209-7, shall contain the clause/article, FAR 52.209-9, "Updates of Publicly Available Information Regarding Responsibility Matters."

6. **Proposal Reminders**: You may be ineligible for award if all requirements of this solicitation are not met on the proposal due date.

   a. Proposal page limits are strictly enforced.
   b. Proposals must be submitted in the format specified.
   c. Proposals are due at any time before the expiration of this Open BAA, which is 60 months (5 years) after the initial publication, to the Contracting POC.
   d. The Full Proposal must contain all information described in the Cost/Business Proposal Submission Section.
   e. Offerors who have Forward Pricing Rate Agreements (FPRA's) or Forward Pricing Rate Recommendations (FPRR's) should submit them with their proposal.
   f. If effort is subject to export control, offerors must submit a Certified DD Form 2345, Militarily Critical Technical Data Agreement, with proposal.

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ATTACHMENTS

1. Model Contract
2. Section K - Representations and Certifications
3. Cost Proposal Template
4. Cost Proposal Template Instructions
5. DD Forms 1423-1, Contract Data Requirements List (CDRL)
6. Statement of Objective(s)
7. Statement of Work (SOW) (Template)
8. Coversheet & Principal Investigator Information
9. Additional Key Personnel Information