Naval Surface Warfare Center Philadelphia Division
Other Transaction Authority
Request for Consortium Agreement N64498-20-OTA-0001
Maritime Sustainment Technology and Innovation Consortium
1.0 INTRODUCTION

The Naval Surface Warfare Center, Philadelphia Division (NSWCPD) is a Department of Defense (DoD) entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy’s ships, submarines, military watercraft and unmanned vehicles. NSWCPD requires innovative sustainment technological solutions to address current and future security threats in maritime environments.

This Request for Consortium Agreement (RCA) is a solicitation for proposals to organize and operate the Maritime Sustainment Technology and Innovation Consortium (MSTIC) under the authority of Section 815 of the Fiscal Year (FY) 2016 National Defense Authorization Act, codified in 10 U.S.C. § 2371b, Other Transaction Authority for Prototype Projects. The appropriate delegation of authority to enter into each prototype project award will be implemented accordingly.

1.1 Background

The Other Transaction (OT) Authority 10 U.S.C. § 2371b allows the DoD to “carry out prototype projects that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components or materials proposed to be carried out by the DoD, or to improvement of platforms, systems, components, or materials in use by the armed forces.” Constant innovation and rapid technology advances are occurring throughout the world. Partnerships with commercial Industry, the civil maritime sector, academia, non-profits, and others will be used to leverage these approaches and increase flexibility and agility, reduce cost, improve technology and capability insertion, and decrease program development cycles.

The establishment of an Other Transaction Agreement (OTA) offers an alternative to Federal Acquisition Regulation (FAR) based acquisitions. The Consortium approach intended with this RCA will provide the Government maximum collaboration between Industry and the Government to facilitate and encourage participation from non-traditional Defense Contractors, providing access to critical technology innovations that are not always available or accessible through other Government procurement methods.

1.2 Scope of Base OTA

1.2.1 NSWCPD is looking to identify, shape, and secure innovative sustainment solutions to effectively address current and future security threats in maritime environments. NSWCPD intends to competitively establish a Base OTA with a Consortium that will, through its members, conduct individual and collaborative efforts to carry out prototype projects directly relevant to the technology concept areas. Collaboration and teaming among the Consortium members is expected. The Consortium must be open to new membership and be able to attract a broad array of expertise and experience related to the Maritime Sustainment Technology and Innovation Concepts as detailed in Attachment 1.

1.2.2 The Consortium will be comprised of both traditional and non-traditional Defense
Contractors. A non-traditional Defense Contractor is an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for the DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section (see 10 U.S.C. 2302(9)). This member-based Consortium model will provide networking opportunities across commercial Industry, the civil maritime sector, academia, non-profits, others, and Government stakeholders, allowing greater visibility into Government needs and priorities, and into technological capabilities.

1.2.3 Individual Prototype Project Agreements shall be structured to satisfy the technology concepts described in the Maritime Sustainment Technology and Innovation Concepts as detailed in Attachment 1; however, technology concepts may be changed at any time in order to better meet the environment or warfighter need. A prototype project in the context of this Base OTA may address a proof of concept, model, reverse engineering to address obsolescence, pilot, novel application of commercial technologies for defense purposes, agile development activity, creation, design, development, demonstration of technical or operational utility, or combinations of the forgoing. A process, including a business process, may also be the subject of a prototype project. Ancillary work efforts that are necessary for completion of the prototype project, such as test site training or limited logistics support, may also be included in prototype projects.

1.2.4 The Government will only issue Prototype Projects determined to be within the scope of the Base OTA and its Maritime Sustainment Technology and Innovation Concepts as detailed in Attachment 1. Prototype projects awarded under the Base OTA will also comply with all the requirements of 10 U.S.C. § 2371b and are subject to the terms and conditions of the Base OTA.

2.0 REQUIREMENT

2.1 The Consortium Management Firm (CMF) selected as the Awardee must provide all necessary expertise to organize and operate the MSTIC in compliance with the requirements of this solicitation. The CMF will sign the Base OTA on behalf of the Consortium. A CMF is the organization acting on behalf of the Consortium to execute and administer the efforts under the Base OTA. To comply with 10 USC § 2371b, the Government will only award the Base OTA to a Consortium that will satisfy one or more of the following: (a) at least one non-traditional Defense Contractor or nonprofit research institution participating to a significant extent in the prototype project, (b) all significant participants in the transaction other than the Federal Government are small businesses or non-traditional Defense Contractors, or (c) at least one third of the total cost of the prototype project is to be paid out of funds provided by sources other than the Federal Government.

2.2 The MSTIC must be operated exclusively to support the technology concepts described in the Maritime Sustainment Technology and Innovation Concepts as detailed in Attachment 1 and must not be operated to address or support any other interests of the CMF. The CMF will not be able to participate in the solicitations for Prototype Projects in order to reduce conflict of interest issues and in the interest of competitive fairness.
2.3 As part of the selection of MSTIC, the Navy will evaluate the CMF proposed to organize and run the operations of the Consortium based on its proposed business model for the organization and operation of the Consortium through a Consortium Membership Agreement. A Consortium Membership Agreement is the agreement governing the rights and obligations of the Consortium members and the dealings among the Consortium members, providing a framework to enlist members of the Consortium, among other things. Although the Government is not a party to the Consortium Membership Agreement, it shall include any required flow-down terms and conditions as indicated in the Base OTA where applicable.

2.4 The CMF shall establish a succinct and executable plan in order to grow the capacity of the Consortium through collaboration and outreach with traditional and non-traditional Defense Contractors, large and small businesses, that provides a unique capability for the Government. The CMF will be responsible for building membership by attracting, retaining, and mentoring members to prepare them to compete for forthcoming Prototype Projects that will be solicited by the CMF to potential performers following approval for release from NSWCPD. The CMF shall aid in building teaming arrangements among Consortium members, as needed, to best meet the requirements of individual projects.

2.5 The Consortium must be fully established and operational within 4-months of agreement award. To be considered fully established and operational, the CMF must provide a functioning website, develop and deliver a financial plan for the long-term, sustainable operation of the Consortium, finalize a Consortium Membership Agreement and have recruited initial Consortium members well qualified in relevant areas connected to the Maritime Sustainment Technology and Innovation Concepts as detailed in Attachment 1. NSWCPD may approve release of a Prototype Project solicitation within the initial 4-month set-up period. Each individual prototype project will be a separate transaction pursuant to the Base OTA and will include additional terms and conditions more specific to the individual requirement.

2.6 Competing the Base OTA, as well as competing each of the ensuing prototype projects among the Consortium members, will satisfy the requirements of the authority granted in 10 U.S.C. § 2371b that permit the streamlining of potential future follow-on production awards resulting from successful prototype projects in accordance with 10 U.S.C. § 2371b(f).

2.7 Individual OT prototype project follow-on production decisions will be dependent on the specific project and will consider life cycle costs, sustainability, test and evaluation, intellectual property requirements, and the risks and benefits of using a traditional procurement contract or the Base OTA.

3.0 ESTIMATED PROGRAM SUPPORT FEE

3.1 The Government expects to fund the 4-month start-up costs for establishment of the Consortium. If the CMF proposes the need for start-up costs, it must do so in accordance with Factor 4 as described in Paragraph 9.5. If the Government accepts the proposed start-up costs, these funds will be awarded on a firm-fixed-price basis payable at pre-established milestones. The establishment of the Consortium is expected to be completed in 4-months from the date of award.
of the Base OTA. There is no guarantee the Government will accept the proposed start-up costs or, if accepted, obligate any additional funding for the Base OTA during the 4-month start-up period.

3.2 The Offeror shall estimate the start-up costs of the Consortium for the first four (4) months under the Base OTA and provide a milestone plan for payment with the proposal submission. Operating costs for the life of the agreement shall be provided in accordance with Factor 4 as described in Paragraph 9.5.

4.0 TECHNICAL DATA RIGHTS

The Government intends that all technical data and computer software developed under the Base OTA will be delivered to the Government with a minimum of Government Purpose Rights. However, computer software and technical data rights will be negotiated on individual OT Prototype Project Agreements as applicable to the project requirements.

5.0 PRICING ARRANGEMENT FOR PROTOTYPE PROJECTS

5.1 NSWCPD anticipates that Prototype Project Agreements will be made on both a cost reimbursement and a firm-fixed price basis, with a possibility for payments to be made based on measurable milestone achievements. Milestone payment schedules may be established for prototype projects to incentivize performance and ensure appropriate cash-flow for the non-traditional Defense Contractors performing under the Base OTA.

5.2 The CMF, the Consortium, and its members must maintain adequate records to account for the control and expenditure of federal funds received, and the consortia cost sharing if applicable, that may be required under the Base OTA. The CMF, the Consortium, and its members shall establish and maintain accounting systems that comply with Generally Accepted Accounting Principles, and control and properly document all cash receipts and disbursements.

6.0 AGREEMENT DURATION

The Base OTA will have a three (3) year base period with a three (3) year and a four (4) year option. The total potential duration of the Agreement will be ten (10) years. The Government will have a unilateral right to exercise these options.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Compliance

7.1.1 The Offeror will be required to submit Invoices and Receiving Reports using Wide Area Work Flow (WAWF), in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.
7.1.2 The Offeror shall obtain and maintain registration in the System for Award Management (SAM) throughout the life of the Base OTA. Verification of registration is required prior to award.

7.1.3 Following award of this agreement, the Offeror shall be required to maintain a SECRET Facility Security Clearance in accordance with a forthcoming DD254 to perform certain work under this agreement. Although it is not required at time of award, it must be obtained within 16 months after award.

7.2 General Information

The Offeror shall submit all information required by this Request for Consortium Agreement in the format as outlined in Paragraph 8.1. Failure to comply with the requirements of the Request for Consortium Agreement may result in the Offeror being removed from consideration for award. The Government does not assume the duty to search for data to cure problems it finds in proposals. Proposals shall be sufficiently detailed to enable Government evaluation board members to make a thorough evaluation and to arrive at a sound determination as to whether or not the prospective Offeror has an appropriate understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements.

7.3 Submission of Questions and Comments

All questions concerning this requirement, either technical or procedural, must be submitted via email. No direct discussion between the technical representative and prospective Offeror will be conducted. Offerors may submit questions, concerns, or request clarification of any aspect of this Request for Consortium Agreement electronically as follows:

TO: michael.delia@navy.mil
CC: alicia.mcpeters@navy.mil;
SUBJECT LINE: Question (insert name of Offeror) Base OTA MSTIC

The questions should include the page and paragraph numbers or other identifier that pertains to the Offeror’s question. Questions received without this information may not be answered. The deadline for receipt of questions is 31 August 2020. Although every effort will be made, the Government makes no guarantee that questions received after this deadline will be answered. Acknowledgement of receipt of questions will not be made.

7.4 Changes to the Request for Consortium Agreement

Any changes or additional information (responses to questions, amendments, etc.) related to this Request for Consortium Agreement will be made available only through the following websites: https://beta.sam.gov/ and NSWCPD website (https://www.navsea.navy.mil/Home/Warfare-Centers/NSWC-Philadelphia/Partnerships/Other-Transaction-Agreements-OTA/). If this Request for Consortium Agreement is amended, all terms and conditions that are not amended remain
unchanged. Offerors shall provide proposals in response to any and all amendments to this Request for Consortium Agreement by the date and time specified in the amendment(s). The cover/transmittal letter shall acknowledge receipt/response to any amendment(s).

8.0 PROPOSAL SUBMISSION

8.1 Proposal Format

8.1.1 The proposal shall be submitted in the English language. Proposals shall be readable by Microsoft Office 2010 or Adobe Acrobat. Narrative material in the proposal shall be prepared in font no smaller than 12-point Times New Roman, single-spaced with no less than a one-inch margin on all sides. All proposals shall adhere to the page count as indicated. Pages shall be standard letter size (8-1/2” by 11”) when printed in either portrait or landscape orientation. In the event tables, charts, or drawings are used, their presentation must be clear and legible with a minimum of 9-point font. No hyperlinks are allowed. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel, Read/Write format.

8.1.2 The Offeror’s company name, the Request for Consortium Agreement number, and the date of the proposal shall appear at the top of each page. Each page shall contain a footer that includes, at a minimum, the volume number, page number, and, if applicable, restrictive legend.

8.1.3 All information shall be confined to the appropriate volume/file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

8.1.4 The proposal shall be written so that Government personnel evaluating the proposal can arrive at a sound determination as to whether the proposal meets the requirements of this Request for Consortium Agreement. To this end, the proposal shall be specific, detailed and complete as to clearly and fully demonstrate that the prospective Consortium Management Firm has a clear understanding of the requirements contained in Paragraph 2.0 and Attachment 1 of this Request for Consortium Agreement. Statements such as “the Offeror understands”, “will comply with the Request for Consortium Agreement”, “standard procedures will be employed”, “well known techniques will be used”, and general paraphrasing of the Request for Consortium Agreement are considered inadequate.

8.1.5 All proposals shall be submitted electronically no later than 4:30 PM EST on 23 September 2020 using DoD SAFE:

In order to submit a proposal via DoD SAFE:

(1) The Contractor shall send a request to the following email addresses stating their intent to submit a proposal and shall include in that request a valid email address(es).

Michael D’Elia – michael.delia@navy.mil
Alicia McPeters – alicia.mcpeters@navy.mil
(2) Within two (2) business days from the date of the request, the Contractor will receive a link via email allowing them to upload/“Drop-Off” a proposal in DoD SAFE. The Contractor has 14 days from receipt of the email to “Drop-Off” their proposal in DoD SAFE. Offerors are reminded to be mindful of the due date/time set for receipt of offers.

The DoD SAFE site is located here: https://safe.apps.mil.

9.0 PROPOSAL CONTENT AND ORGANIZATION

The proposal shall contain five (5) separate volumes with page limits identified as follows:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Contents</th>
<th>Electronic Copies</th>
<th>Page Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Proposal Documents</td>
<td>1</td>
<td>N/A</td>
</tr>
<tr>
<td>II</td>
<td>Factor 1 – Management of the Consortium</td>
<td>1</td>
<td>15</td>
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<tr>
<td>III</td>
<td>Factor 2 – Engagement of Non-Traditional Defense Contractors</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td>Factor 3 – Technical Capability</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>V</td>
<td>Factor 4 – Cost Summary</td>
<td>1</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**NOTE: Offerors shall not include classified material in their proposal.**

9.1 Volume I: Proposal Documents

This volume is the Offeror’s commitment to the Government to enter into an agreement for the MSTIC. Information presented in the proposal should be accurate, factual, and complete. Only the proposal, as submitted, will be evaluated and used for purposes of award.

9.1.1 Cover/Transmittal Letter

The Offeror’s proposal shall include a transmittal letter on the Offeror’s letterhead signed by an executive of the company who possesses authority to negotiate and sign the agreement on behalf of the Offeror. The letter shall provide the name, title, phone number, and e-mail address of the Offeror’s principal point(s) of contact for the Request for Consortium Agreement. The letter shall include the following information:

1. Reference the Request for Consortium Agreement number and acknowledge that it transmits an offer in response to the requirements as stated in the Request for Consortium Agreement
2. Identify all attachments and enclosures being transmitted as part of the response to the Request for Consortium Agreement
3. State that the proposal does not contain any qualifications or exceptions to any terms and conditions appearing in the Request for Consortium Agreement; or if the Offeror takes any exceptions to Request for Consortium Agreement, provide a full explanation. Each exception shall be referenced to the applicable paragraph
4. State that the proposal is valid until 30 June 2021
(5) Self-certification as to the eligibility of the Consortium under either criteria as specified in 10 USC § 2371b

(6) Provide the following information pertaining to the Offeror:
   a. Commercial and Government Entity (CAGE) number
   b. Data Universal Numbering System (DUNs) Number
   c. Taxpayer Identification Number (TIN)
   d. Address(es) of the location(s) at which the Offeror intends to perform the proposed effort
   e. A statement that no Conflicts of Interest exist between the CMF, the Consortium, and/or its members
   f. Status and level of the Facility Clearance currently held

9.2 Volume II: Factor 1 – Management of the Consortium

The Offeror shall provide the following:

9.2.1 A comprehensive Consortium Management Plan (CMP) for establishment, operations, and management of the Consortium, including specific milestones to establish, organize, and maintain the Consortium and to perform the requirements/operations identified in the solicitation. The CMP shall address organizational structure, corporate structure and work force, the appropriate level of engagement with the Government between the Consortium and Government representatives, and the Offeror’s plans to establish and sustain a strong and efficient working relationship with the Government. The Offeror shall identify key positions it has determined are necessary to perform Consortium Management Operations and if known, identify the Key Personnel who will fill those positions and provide their resumes. In the alternative, identify the key positions and provide a hiring strategy to fill those positions. Resumes are excluded from the total page count but shall be limited to two pages each. The Offeror shall also identify and address any risks associated with establishment and implementation of the Consortium, to include a discussion on how Personal and Organizational Conflict of Interests will be identified and addressed.

9.2.2 A Financial Plan that addresses the Offeror’s approach to financial operations, ensuring the financial stability and sustainment of the Consortium. Include a detailed plan, including any assumptions or other information, to demonstrate the Offeror’s approach to Consortium operations during the life of the agreement. Provide a narrative on current accounting system practices, including the intended approach for tracking of federal funding and non-federal cost share requirements as applicable; tracking of each project, separately from one another; and any other tasking related to the overall management of the Consortium.

9.2.3 Provide a draft of the proposed Consortium Membership Agreement (CMA) that will be the Agreement between the CMF and the Consortium members. The CMA shall include such elements as, but not limited to, governance, membership requirements, cost sharing, and a business framework for collaboration and teaming among Consortium members, to include handling of disputes and conflicts among Consortium members. The draft CMA is excluded from the total page count.
9.2.4 A narrative description that includes a process flow diagram and timeline identifying all steps and responsible parties that begins with the Government’s issuance of a Problem Statement to the CMF through award of a proto-type project. The narrative shall include the process in which the CMF intends to disseminate the Government problem statements amongst current and potential Consortium members. The narrative shall also include a process for handling preliminary whitepapers and unsolicited solutions from Consortium Members to the Government.


9.3.1 The Offeror shall provide a detailed plan and schedule on how the CMF will populate the Consortium with non-traditional Defense Contractors possessing significant technical capabilities to meet Government needs associated with the Maritime Sustainment Technology and Innovation Concepts identified in Attachment 1. The offer shall include an approach for how the CMF intends to engage and incentivize participation of non-traditional Defense Contractors in the performance of the Base OTA. The Offeror shall include the CMF’s unique capabilities that will reduce barriers to entry to ensure maximum participation. The Offeror shall describe the process to be executed to publicize the Government’s projects and populate the Consortium with diverse entities that are uniquely qualified in the relevant Maritime Sustainment Technology and Innovation Concepts listed in Attachment 1, ensuring that recruited non-traditional Defense Contractors are meaningful to the overall success of the Base OTA.

9.4 Volume IV: Factor 3 – Technical Capability

9.4.1 The Offeror shall provide a narrative demonstrating relevant experience in performing as a CMF or similar capacity that is the same or similar to the requirements of this solicitation. The Offeror should include any performance of work of the same or similar magnitude and/or complexity relative to managing a Consortium. The Offeror shall describe relevant experience in the following areas:

   (1) Access to, and/or working with, non-traditional Defense Contractors

   (2) Innovative technologies for military or maritime applications.

9.4.2 The Offeror shall describe its technical experience in the maritime environment related to the Maritime Sustainment Technology and Innovation Concepts as identified in Attachment 1. The proposal shall provide information describing current technical expertise available to the CMF through current Consortia or networking platforms, including but not limited to, specific technologies, facilities and/or other leading technological advancements currently available or will be made available to ensure the Government’s needs are met throughout the life of this agreement.

9.4.3 The proposal shall also describe the Consortium operations as an entity and method(s) to be used to assure Members are involved in identifying technical and business solutions and meeting the objectives of the Base OTA. The proposal shall provide an Outreach Plan that provides a detailed outline of how the CMF intends to reach new and innovative technologies that
will meet the objectives of the Government’s Prototype Projects. The plan shall include a narrative of the Offeror’s approach to publicize and populate the Consortium with diverse entities well qualified in the relevant areas of Maritime Sustainment Technology and Innovation, and a mentoring plan to ensure maximum participation.

9.5 Volume V: Factor 4 – Cost Summary

9.5.1 The Offeror shall include the following Cost Summary, in Excel format:
   a) Cost Summary of the estimated start-up costs for the establishment of the Consortium for the first four (4) months, including a proposed Fixed Payable Milestones Plan as described in Paragraph 3.0.
      i. The Offeror may choose not to propose start-up costs. If so, the Offeror must clearly state this in its proposal.
   b) Cost Summary proposal indicating the costs to the Government for all operating costs of the Consortium for the initial three (3) year base period and each option period.

The Offeror shall provide complete details of all proposed charges to the Government, including but not limited to, labor costs, any fee rates/amounts, fee schedules, and other direct costs necessary to the operation of the Consortium. The Offeror shall include descriptions of cost estimating techniques and allocation methods utilized. Commercially available parameter cost models and in-house developed parametric cost models may be used if identified and available. Estimated start-up costs, fee rates, schedules, and structures proposed will be incorporated into the Base OTA, if accepted.

For realism purposes, an Offeror shall clearly identify labor categories with the number of labor hours and labor rates for both direct and indirect labor. Indicate if the rates are current or projected. If projected, provide the basis for the projection. Offers shall include a labor qualification chart to include the labor category, education and skill level, and years of experience.

Consultants. Explain the need for consultant services planned to be utilized by the Offeror. List proposed consultants, if known by name. For each consultant, show (1) nature of services, (2) fee rate, (3) total consultant fee, and (4) any other allowable related costs that may be involved such as travel and per diem.

Travel. The Government anticipates the CMF will be required to attend, at a minimum, one (1) in-person Base OTA Program meeting per year to be held at NSWCPD. List the proposed internal travel information associated with Consortium operations in addition to the one (1) in-person Base OTA Program meeting per year to be held at NSWCPD. Include origin and destination, duration of travel, estimated air or automobile expense, proposed automobile rental cost, if applicable, along with a statement of the Offeror's current travel policy. Explanation of the need for proposed travel must be included in the Financial Plan.

Other Costs. List all other costs not otherwise included in the categories described above and provide a basis for pricing.
The Offeror is to provide its Contract Administration Office (if known) and cognizant Audit Office (if known), and date of last audit. For proposal purposes only, an Offeror should assume the value of projects submitted to, and approved for the Consortium during the first two years of operation are $15M in year one, and $30M in year two.

10.0 EVALUATION

10.1 Basis for Award

The Factors will be evaluated based on the degree by which the narratives satisfy the intent of the Agreement and needs of the government. Award will be made to the Offeror who is deemed responsible, whose proposal conforms to the solicitation’s requirements (to include all stated terms, conditions, representations, certifications, and all other information required by this solicitation) and is judged, based on evaluation factors, to represent the best value to the Government. However, the Government reserves the right to reject any or all proposals and to make no award, depending on the quality of the proposals submitted and the availability of funds.

10.1.1 The Government intends to make a single award to a CMF on behalf of a Consortium.

10.1.2 The Government will perform an evaluation of the Offeror’s proposal in accordance with the evaluation factors, assigning strengths, weaknesses, and deficiencies to arrive at an adjectival rating as described in Table 1.

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<tr>
<th>Rating</th>
<th>Description</th>
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<tbody>
<tr>
<td>Outstanding</td>
<td>The Offeror has proposed an exceptional approach and understanding of the requirements. The factor contains multiple strengths with merit, exceeding specific performance or capability requirements. The risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Good</td>
<td>The Offeror has proposed a thorough approach and understanding of the requirements. The factor contains at least one strength. The risk of unsuccessful performance is low to moderate.</td>
</tr>
<tr>
<td>Acceptable</td>
<td>The Offeror has proposed an adequate approach and understanding of the requirements. The factor indicates risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>Marginal</td>
<td>The Offeror has not proposed an adequate approach and understanding of the requirements. The factor indicates risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>The Offeror did not propose an adequate approach and understanding of the solicitation requirements. The factor contains one or more deficiencies. The risk of unsuccessful performance is considerably high, and thus, unawardable.</td>
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10.1.3 Negotiations are anticipated. The Government reserves the right to contact all, some, or none of the Offerors. The mode of communication, scope and extent of negotiations are a matter
of Agreements Officer judgment. The Agreements Officer may indicate to, or negotiate with, the Offeror(s) being considered for award to identify, clarify, or negotiate any evaluated weaknesses, deficiencies, terms and conditions assumptions or exceptions, or any other element of the proposal deemed necessary in order to select the Offeror that represents the best value to the Government.

10.1.4 The Government reserves the right to request oral presentations of proposals, or portions of proposals from all, some, or none of the Offerors. In addition, the Government may require the intended senior manager of the Consortium and other key personnel to participate in, or be present for, the oral presentation of a proposal. Any requested presentation will be held via teleconference.

10.2 RELATIVE IMPORTANCE

Evaluation Factors 1-3 are listed in **descending order of importance** below.

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<tr>
<th>FACTORS</th>
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<tbody>
<tr>
<td>Factor 1 – Management of the Consortium</td>
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<td>Factor 4 – Cost Summary</td>
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Factors 1-3, when combined, are significantly more important than Factor 4. However, when the non-cost/price Factors 1-3 are rated more equally between Offerors, Factor 4 will become more of a determining factor for award.

11.0 DEFINITIONS

*Strength* is an aspect of an Offerors proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during agreement performance.

*Weakness* is defined as a flaw in the proposal that increases the risk of unsuccessful agreement performance.

*Deficiency* is defined as 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 agreement performance to an unacceptable level.

12.0 ADDITIONAL TERMS AND CONDITIONS

12.1 Administrative Responsibilities. The following administrative provisions apply to this solicitation:
12.1.1 System for Award Management (SAM): All prospective Offerors must have a current registration in the SAM to be considered for an award, and it must remain valid through the period of performance. Visit www.sam.gov for information and registration.

12.1.2 All Proprietary data and data assertions shall be clearly identified in the Offeror’s proposal.

12.1.3 Generally Acceptable Accounting Principles will be used in all finance and accounting systems and transactions.

12.1.4 The successful Offeror shall submit payment requests and receiving reports electronically for supplies/services rendered in Wide Area Workflow Network (WAWF) at the website: https://wawf.eb.mil. WAWF is a secure, web-based system, which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of invoices and acceptance documents. The successful Offeror shall self-register at the website. Available Training – For questions on how to use WAWF, including how to submit your document, please go to: www.wawftraining.com.

12.2 Export Control: The Offeror will need to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420.

12.3 Safeguarding Covered Defense Information and Cyber Incident Reporting: The Awardee will be required to provide adequate security on all covered contractor information systems, subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued, as applicable. Additional terms and conditions related to this requirement will be established in the Base OTA.

12.4 In accordance with the Defense Pricing and Contracting (DPC) Memorandum entitled “Implementation Guidance for Section 889(a)(1)(B) Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment on Other Transactions for Prototype Projects”, FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, shall be included in the Base OTA. This clause requires reporting of use of covered telecommunications equipment or services when discovered during performance of the agreement.

13.0 ATTACHMENTS
Attachment 1: Maritime Sustainment Technology and Innovation Concepts