## Due Date Friday November 17th, 2023 4pm EST

This document describes the requirements for preparing and submitting your proposal to Tatitlek Technologies, Inc pursuant to the work outlined in the attached Statement of Work (SOW) for the Defense Innovator's Toolkit Curriculum effort in support of our customer, National Security Innovation Network.

Because an award may be made from the Customer without requesting clarifications, allowing modifications, discussions and/or negotiations, or requesting a Best and Final Offer (BAFO), it is requested that Offeror submit its best offer.

### **Proposal Delivery Instructions**

The proposal must be submitted by the due date and time to the attention of Courtney Foley, Procurement Analyst, for the proposal to be considered official. Submit the proposal via email to cfoley@tatitlek.com and reference the RFP number (**Defense Innovator's Toolkit Curriculum**) in the subject line.

## **Proposal Validity**

To be considered valid, the proposal must be complete, contain all information requested by this RFP, valid for a minimum of 60 days, and must be signed by an authorized representative of the company. Please include the validity on the cover letter.

## **Rejection and Negotiation of Proposal**

Buyer reserves the right to reject all proposals, whether solicited or unsolicited. We may also negotiate separately with any source in any manner thought necessary to serve the best interest of Buyer and its customer. This right includes the type of contract to be awarded. There exists no automatic requirement for Buyer to accept revisions to your original proposal. However, Buyer may, at its discretion, accept or reject any such revision. Buyer reserves the right to ask questions concerning your proposal. Buyer may, at its option, award a contract without further discussions with the respondents to this RFP.

# **Contractual Obligation**

Buyer is under no commitment to contract with your firm as a result of this solicitation. This RFP will not serve as a basis for any claim for reimbursement of cost for efforts spent, whether or not your firm is successful in receiving a contract as a result of this solicitation. Furthermore, Buyer may revise the scope of effort before issuance of any contract and request a revised proposal accordingly or Buyer may cancel this RFP, should it be appropriate.

### Small Businesses

(Applicable to small businesses only) Buyer will rely upon Offeror's small business/small disadvantaged business (SB/SDB) certification in its proposal as well as in performance of any resulting Prime Contract. The Customer's decision may be based, in whole or part, on Buyer's commitment to utilize Offeror as an SB/SDB subcontractor.

If, during the period of performance of any awarded Subcontract, Offeror is acquired by or merged with a large business, the acquisition or merger could present new, unforeseen, business risks to Buyer. Therefore, in the event Offeror is acquired by or merged with a large business, Buyer may unilaterally reduce or terminate the role(s) and level of participation awarded under the Subcontract.

## **Resulting Award**

Any award resulting from this RFP shall be pursuant to the drafted Anticipated Standard terms and conditions and Required Flow Down Provisions provided as an Attachment to this RFP to include, but not limited to, Standard Terms and Conditions, Prime Solicitation flow downs, General Safety and Environmental Rules for Contractors, Patent and Data Rights Clauses Subcontracts and Purchase Orders, and Supplier Quality Requirements, where applicable.

Any assumptions or exceptions to the provided Anticipated Standard Terms and Conditions must be detailed in your proposal submission. Any assumptions or statements that Terms and Conditions will be reviewed and negotiated at a later date may be rejected at the sole discretion of the Buyer.

### **Public Disclosure**

There shall be no news release, public announcements, denials or confirmation of same, on any part of the information contained in your proposal without prior approval of Buyer.

# **Proposal Format Instructions**

### **Format** (Summary of Required Proposal Documents)

Offeror shall submit their written proposal consisting of the following sections/volumes in response to this RFP.

- I. Cover Letter
- II. Technical and Management
- III. Past Performance
- IV. Small Business Subcontracting Plan (if applicable)
- V. Pricing
- VI. Organization Conflicts of Interest Statement

### I. Cover Letter

Provide a cover letter signed by a representative authorized to commit the company and include the following information:

- a. Name of Offeror
- b. Address
- c. Contractual POC phone number and e-mail
- d. Technical POC phone number and e-mail
- e. DUNS and UEI numbers
- f. Business Size
- g. NAICS code(s) applicable to the work
- h. CAGE Code\*

Your cover letter should include a statement of compliance (or indication of exceptions taken) with the following:

- A statement of concurrence with the Terms and Conditions
- Capability to perform Statement of Work
- A statement of concurrence with the contract type stated herein.
- A statement of concurrence with the payment terms: Net 45
- A statement of concurrence the proposal 60 validity period with specific expiry date

#### II. Technical and Management

Provide robust and thorough management and technical proposal which shall list, discuss, and document the Offeror's technical approach and response in how it intends to perform the Statement of Work. Included in the technical response, Offeror must provide the proposed course description. Course description should be 1 or 2 paragraphs in length. Sample course description will be used to further evaluate Offerors understanding of primary objectives and desired outcomes.

#### III. Past Performance

Offeror shall provide relevant present and past performance descriptions (all prime and major subcontracts received during the past 3 years) similar to the effort required by the solicitation. Present and Past

Performance Information shall include recent contracts that the Offeror considers most relevant in demonstrating the Offeror's ability to perform the proposed effort.

#### IV. Small Business Subcontracting Plan

(Applicable to large businesses only with a proposal value of \$750,000 or more.) Offeror must complete and submit an Individual Small Business Subcontracting Plan, including goals, in accordance with FAR 52.219-9. You must provide a plan to meet this requirement before award of a subcontract.

### V. Pricing

Please refer to the "Cost Proposal Instructions" located in this RFP to complete the Price section/volume.

#### VI. Organizational Conflicts of Interest Statement

If there are any conflicts, the offeror shall also provide an OCI Mitigation Plan on company letterhead.

### **Cost Proposal Instructions**

## Subcontract Type

Subcontract shall be a Firm Fixed Price - type subcontract. Offeror shall not incur any costs until a Subcontract is fully executed.

### **Period of Performance**

The Period of Performance for this effort is:	TBD
Base Year:	TBD

### Limitations on Pass-Through Charges-Identification of Subcontract Effort FAR 52.215-22

Subcontractor shall identify in its proposal the total cost of work to be performed by the offeror, and by each supplier/subcontractor. When more than 70 percent of the total cost of work to be performed is subcontracted, this clause also requires the supplier/subcontractor to (1) identify its indirect costs and profit applicable to the work to be performed by its lower tier subcontractor(s), and (2) provide a description of the "added value" it will provide related to the work performed by the supplier(s)/ subcontractor(s).

### Labor Rates

Offeror shall identify the labor categories and hours, along with a detailed list of all proposed ODC's as well as travel estimates to allow for price analysis. All Fixed Price responses should be inclusive of all direct and indirect costs including labor, overhead, G&A, fees, taxes, VAT and profit.

It is the Offeror's responsibility to include all applicable taxes and fees, to include VAT, in the proposal. If these are not included in the proposal it will be assumed they are not applicable. Buyer reserves the right to reject invoices that include taxes and fees not in the proposal.

Pricing Spreadsheet must be utilized to display pricing.

# Travel

Travel may be required under the Subcontract and must be approved by the Buyer Project/Program Manager prior to travel. Travel costs shall be incurred and billed in accordance with the Federal Acquisition Regulation (FAR) Part 31 and shall utilize commercial sources and carriers and may not be business-class or first-class travel. Lodging and meals shall be reimbursed in accordance with the defined regulations.

## **Other Direct Costs**

If Other Direct Costs (ODCs) are required under the Subcontract as stated on the Statement of Work (SOW), they must be approved by the Buyer's Project/Program Manager prior to incurring costs and shall be billed on a cost reimbursable basis and shall not have any fees or profit added. All ODCs shall be fully supported in compliance with all competition requirements of the FAR, specifically Part 31.

When proposing ODCs, Offeror must prove cost reasonableness by providing supporting documentation and/or basis of estimate with proposal submission. Offeror shall promptly respond to any further requests by Buyer to provide additional documentation/information to support any proposed ODC.