Solicitation Number: MTEC-21-08-iMCCS-J

“interoperable Medical Command and Control System – Joint (iMCCS-J)”

Issued by:
Advanced Technology International (ATI),
MTEC Consortium Manager (CM)
315 Sigma Drive
Summerville, SC 29486
for the
Medical Technology Enterprise Consortium (MTEC)

Request Issue Date: March 29, 2021
Amendment No. 01 Issue Date: April 21, 2021

Full Proposal Due Date: April 29, 2021
Noon Eastern Time

Amendment No. 01 does the following:
  a) Revises Section 2.10 and Section 4.2 in accordance with the recent revisions to the Consortium Member Agreement and MTEC Assessment Fee.
  b) Incorporates additional language in Section 3.3.

All other terms and conditions remain unchanged.

White Papers are NOT Required
Table of Contents

Table of Contents

1 Executive Summary ................................................................. 4
   1.1. The Medical Technology Enterprise Consortium ...................... 4
   1.2. Purpose ........................................................................... 4
2 Administrative Overview ............................................................. 5
   2.1. Request for Project Proposals (RPP) ..................................... 5
   2.2. Funding Availability and Period of Performance ..................... 5
   2.3. Acquisition Approach ...................................................... 6
   2.4. Proposers Conference ...................................................... 6
   2.5. Proprietary Information .................................................... 6
   2.6. MTEC Member Teaming .................................................... 7
   2.7. Offeror Eligibility ................................................................ 7
   2.8. Cost Sharing Definition .................................................... 8
   2.9. Cost Share Requirements .................................................. 8
   2.10. MTEC Assessment Fee ..................................................... 8
   2.11. Intellectual Property and Data Rights .................................. 9
   2.12. Expected Award Date ..................................................... 10
   2.13. Proposal Selection Notification ......................................... 10
3 Technical Requirements ............................................................... 10
   3.1. Background .................................................................... 10
   3.2. Solution Requirements ..................................................... 11
   3.3. Scope of Work ................................................................. 11
   3.4. Potential Follow-on Tasks .................................................. 12
   3.5. Restrictions on Animal and Human Subjects ......................... 13
   3.6. Guidance Related to DoD-Affiliated Personnel for Participation ... 13
4 Proposal Preparation .................................................................... 13
   4.1. General Instructions ........................................................ 13
   4.2. Instructions for the Preparation & Submission of the Proposal .... 14
   4.3. Full Proposal Preparation Costs ......................................... 16
   4.4. Freedom of Information Act (FOIA) .................................... 17
   4.5. Telecommunications and Video Surveillance .......................... 17
5 Selection ...................................................................................... 17
   5.1. Preliminary Screening ....................................................... 17
   5.2. Proposal Evaluation ........................................................ 18
   5.3. Definitions of General Terms Used in Evaluations ................. 23
6 Points-of-Contact ....................................................................... 24
7 Acronyms/Abbreviations ............................................................. 24
Attachment A – Cost Share ............................................................. 26
Attachment B – Statutory Requirements for the Appropriate Use of Other Transaction Authority ................................................................. 27
Attachment C – Intellectual Property and Data Rights ......................... 28
Attachment D – Government Go/No Go Decision Criteria................................................................. 30
Attachment E – Statement of Work Template .................................................................................. 31
Attachment F – Warranties and Representations Template............................................................... 36
Attachment G – Current & Pending Support Template....................................................................... 41
Attachment H – BIDS Instructions .................................................................................................. 42
1 Executive Summary

1.1. The Medical Technology Enterprise Consortium
The Medical Technology Enterprise Consortium (MTEC) is an enterprise partnership in collaboration with industry and academia to facilitate research and development activities, in cooperation with the U.S. Army Medical Research and Development Command (USAMRDC) and other Department of Defense (DoD) agencies in the biomedical sciences (including but not limited to drugs, biologics, vaccines, medical software and medical devices) to protect, treat and optimize the health and performance of U.S. military personnel. MTEC is a nonprofit corporation with the following principal objectives:

(a) engage in biomedical research and prototyping;
(b) exploration of private sector technology opportunities;
(c) technology transfer; and
(d) deployment of intellectual property (IP) and follow-on production.

MTEC is openly recruiting members to join a broad and diverse biomedical consortium that includes representatives from large businesses, small businesses, contract research organizations, “nontraditional” defense contractors, academic research institutions and not-for-profit organizations; for more information on the MTEC mission, see the MTEC website at https://mtec-sc.org/.

MTEC operates under an Other Transaction Agreement (OTA) for prototypes with USAMRDC. As defined in the DoD OTA Guide dated November 2018, a prototype project addresses 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 foregoing. A process, including a business process, may be the subject of a prototype project. Although assistance terms are generally not appropriate in OT agreements, ancillary work efforts that are necessary for completion of the prototype project, such as test site training or limited logistics support, may be included in prototype projects. A prototype may be physical, virtual, or conceptual in nature. A prototype project may be fully funded by the DoD, jointly funded by multiple federal agencies, cost-shared, funded in whole or part by third parties, or involve a mutual commitment of resources other than an exchange of funds. Proposed prototype projects should not be exploratory in nature and do require a foundation of preliminary data.

1.2. Purpose
This solicitation, issued by the MTEC Consortium Manager (CM), Advanced Technology International (ATI), represents a Request for Project Proposals (RPP) for MTEC support of the DoD U.S. Army Medical Materiel Development Activity (USAMMDA). Proposals selected for award as a result of this RPP will be awarded under the authority of 10 U.S.C. § 2371b. Strategic oversight
for the award(s) supported by this RPP will be provided by the Warfighter Health, Performance and Evacuation (WHPE) Project Management Office (PMO).

This RPP is focused on the development of a prototype that supports the integration of medical data with the Air Force Research Laboratory (AFRL), Tactical Assault Kit (TAK) suite of software and hardware in support of an interoperable Medical Command and Control System – Joint (iMCCS-J).

2 Administrative Overview

2.1. Request for Project Proposals (RPP)
MTEC is utilizing a single-staged approach for this RPP. Each proposal submitted must contain both a Technical and Cost Proposal Volume as described in Section 4 of this RPP and must be in accordance with the mandatory format provided in the MTEC Proposal Preparation Guide (PPG), which is available on the Members-Only MTEC website at www.mtec-sc.org. **White papers are not required for this RPP.** The Government will evaluate Proposals submitted and will select the proposal(s) that best meet their current technology priorities using the criteria in Section 5 of this RPP.

2.2. Funding Availability and Period of Performance
The U.S. Government (USG) currently has available a total of approximately **$5.8 million (M)** for this effort.

Award and funding from the Government is expected to be limited to the funding specified above and is contingent upon the availability of federal funds for this program. Awards resulting from this RPP are expected to be made under the authority of 10 U.S.C. § 2371b.

**Cost sharing, including cash and in kind (e.g., personnel or product) contributions are strongly encouraged, have no limit, and are in addition to the Government funding to be provided under the resultant award(s).**

MTEC expects to make a **single award** to a qualified Offeror in Fiscal Year 2021 to accomplish the statement of work. If a single proposal is unable to sufficiently address the entire scope of the RPP, several Offerors may be asked to work together in a collaborative manner.

Award funding will be structured incrementally and based upon completion of Milestones and Deliverables to include formal Product Review meetings and Critical Decision points incorporated as milestones within the Milestone Payment Schedule (MPS).

The Period of Performance (POP) is **not to exceed five years**.
Dependent on the results and deliverables under any resultant award(s), the USG may apply additional dollars and/or allow for additional time for non-competitive follow-on efforts with appropriate modification of the award. See Section 3.4. for additional details.

As of the release date of this RPP, future year Defense Appropriations Bills have not been passed and there is no guarantee that any additional funds will be made available to support this program. The funding estimated for this RPP is approximate and subject to realignment.

2.3. Acquisition Approach

Full proposals will be required in response to this RPP thus reflecting a single stage acquisition approach. MTEC membership is required for the submission of a full proposal. The due date for Proposals is found on the cover page of this RPP. Proposals may not be considered under this RPP unless the Proposal was received on or before the due date specified on the cover page.

Pending successful completion of the total effort, the Government may issue a non-competitive follow-on production contract or transaction pursuant to 10 U.S.C. § 2371b section f.

The Government-selected prototype project(s) awarded as a result of this solicitation will be funded under the Other Transaction Agreement for prototype projects (OTA) Number W81XWH-15-9-0001 with MTEC administered by the CM, ATI. The CM will negotiate and execute a Base Agreement with MTEC members (if not yet executed). The same provisions will govern this Base Agreement as the OTA for prototype projects between the Government and MTEC. Subsequently, any proposal that is selected for award will be funded through a Research Project Award issued under the member’s Base Agreement. A sample of the MTEC Base Agreement can be found on the MTEC website at www.mtec-sc.org.

2.4. Proposers Conference

MTEC will host a Proposers Conference that will be conducted via webinar within two (2) weeks after the release of the RPP. The intent of the Proposers Conference is to provide an administrative overview of this RPP process to award and present further insight into the Technical Requirements outlined in Section 3. Further instructions will be forthcoming via email. Offerors are advised to check the MTEC website periodically during the proposal preparation period for any clarifications found in Frequently Asked Questions (FAQ) responses.

2.5. Proprietary Information

The MTEC CM will oversee submission of proposals and analyze cost proposals submitted in response to this RPP. The MTEC CM shall take the necessary steps to protect all proprietary proposal information and shall not use such proprietary information for purposes other than the evaluation of an Offeror’s proposal and the subsequent agreement administration if the proposal is selected for award. In accordance with the PPG, please mark all Confidential or Proprietary information as such. An Offeror’s submission of a proposal under this RPP indicates concurrence with the aforementioned CM responsibilities. Also, as part of MTEC’s mission to incorporate
philanthropic donations, MTEC frequently makes contact with private foundations that award grants for research and operate in research areas that are aligned with those of MTEC. These private foundations may be interested in reviewing proposals within their program areas, allowing for opportunities to attract supplemental funding sources. Therefore, on your Proposal Cover Page, please indicate your willingness to allow MTEC Officers and Directors access to your Technical Proposal for the purposes of engaging in outreach activities with these private foundations. MTEC Officers and Directors who are granted proposal access have signed Nondisclosure Agreements (NDAs) and Organizational Conflict of Interest (OCI) statements. Additionally, all Technical Evaluation Panel participants, which may include contractor support personnel serving as nongovernmental advisors, will agree to and sign a Federal Employee Participation Agreement or a Nondisclosure/Nonuse Agreement, as applicable.

2.6. MTEC Member Teaming
While teaming is not required for this effort, Offerors are encouraged to consider teaming during the proposal preparation period (prior to proposal submission) if they cannot address the full scope of technical requirements of the RPP or otherwise believe a team may be beneficial to the Government.

MTEC members are encouraged to use the MTEC Database Collaboration Tool. The purpose of the tool is to help MTEC member organizations identify potential teaming partners by providing a quick and easy way to search the membership for specific technology capabilities, collaboration interest, core business areas/focus, R&D highlights/projects, and technical expertise. The Primary Point of Contact for each member organization is provided access to the collaboration database tool to make edits and populate their organization’s profile. There are two sections as part of the profile relevant to teaming:

- “Collaboration Interests” - Select the type of teaming opportunities your organization would be interested in. This information is crucial when organizations need to search the membership for specific capabilities/expertise that other members are willing to offer.
- “Solicitation Collaboration Interests” - Input specific active solicitations that you are interested in teaming on. This information will help organizations interested in a specific funding opportunity identify others that are interested to partner in regards to the same funding opportunity. Contact information for each organization is provided as part of the member profile in the collaboration database tool to foster follow-up conversations between members as needed.

The Collaboration Database Tool can be accessed via the “MTEC Profiles Site” tab on the MTEC members-only website.

2.7. Offeror Eligibility
Offerors must be MTEC Members in good standing. Offerors submitting Proposals as the prime contractor must be MTEC members of good standing by April 26, 2021. To join MTEC, please visit http://mtec-sc.org/how-to-join/.

2.8. Cost Sharing Definition
Cost sharing is defined as the resources expended by the award recipients on the proposed statement of work (SOW). Cost sharing above the statutory minimum is not required in order to be eligible to receive an award under this RPP. If cost sharing is proposed, then the Offeror shall state the amount that is being proposed and whether the cost sharing is a cash contribution or an in-kind contribution (see Attachment A for definitions); provide a description of each cost share item proposed; the proposed dollar amount for each cost share item proposed; and the valuation technique used (e.g., vendor quote, historical cost, labor hours and labor rates, number of trips, etc.).

2.9. Cost Share Requirements
In order to be compliant with 10 U.S.C. §2371b, Research Projects selected for funding under this RPP are required to meet at least one of the conditions specified in Attachment B (“Statutory Requirements for the Appropriate Use of Other Transaction Authority”). Beyond that, cost sharing is encouraged if possible, as it leads to stronger leveraging of Government-contractor collaboration. For more information regarding cost share, please see Attachment A.

Proposals that fail to meet the mandatory statutory conditions with regard to the appropriate use of Other Transaction authority, as detailed in Attachment B, will not be evaluated and will be determined ineligible for award.

2.10. MTEC Assessment Fee
This RPP was initially issued on March 29, 2021. Effective on April 1, 2021 the Consortium Member Agreement was amended to implement a new Assessment Fee. This RPP is hereby amended to allow the proposer to elect either to pay the new, 2% Assessment Fee, or in the alternative pay a 1% Assessment Fee and to also execute a Royalty Agreement (one of the options that was available prior to the amendment of the CMA). Both options are described in more detail in the next two paragraphs. The proposer is required to indicate the option selected from below, as a part of their proposal.

2% FEE OPTION:
Per Section 3.4 of the Consortium Member Agreement (CMA), each recipient of a Research Project Award under the MTEC OTA shall pay MTEC an amount equal to 2% of the total funded value of each research project awarded. Payment shall be due no later than 90-days after the research project award is executed. Awardees are not allowed to use MTEC funding to pay for their assessment fees.

1% FEE PLUS ROYALTY AGREEMENT OPTION:
Under this method, the Research Project Award recipient will pay MTEC an amount equal to 1% of the total funded value of the resulting research project award. Payment shall be due no later than 90-days after the research project award is executed. In addition, the Government-funded research projects awarded through MTEC will be subject to a 10% royalty on all Net Revenues received by the Research Project Award recipient resulting from the licensing/commercialization of the technology. Royalties will be capped at 200% of the Government funding provided. A copy of the standard Royalty Agreement is available upon request. Should the proposer not accept the terms of the Royalty Agreement, or if there is no mutual agreement on any proposed modifications to the Royalty Agreement, MTEC will require the proposer to pay the 2% Fee Option.

2.11. Intellectual Property and Data Rights
Baseline Intellectual Property (IP) and Data rights for MTEC Research Project Awards are defined in the terms of an awardee’s Base Agreement, and specifically-negotiated terms are finalized in any resultant Research Project Award. Due to this project’s unique requirements, the Government is identifying in this RPP the level of specifically-negotiated IP and Data rights required by the Government for this project. Proposals will be evaluated on a pass/fail basis using a Government Go/No Go Decision (as detailed within Section 5.2.1 of this RPP) for the inclusion of IP and Data rights terms as outlined in this section (i.e. paragraph 2.11) of the RPP. Offerors who are unable to demonstrate an intent to comply with these Go/No Go Decision criteria (based upon the certifications and acknowledgements required in Attachment D of this RPP) will have their proposals removed from consideration during the source selection process, with no further technical evaluation performed by the Government evaluators.

MTEC reserves the right to assist in the negotiation of IP, royalties, licensing, future development, etc., between the Government and the individual performers during the entire award period.

The Offeror shall comply with the terms and conditions contained in their Base Agreement regarding IP and Data Rights, as modified by the specifically-negotiated IP and Data rights terms herein. Specifically, the Awardee shall grant to and/or obtain for the Government, Government Purpose Rights to all Category A and Category B Data (as defined in the MTEC Base Agreement) including all documents, software, and materials developed under this award, and those developed prior to award by the Awardee or other entity, which are needed for full functionality and maintenance of the project deliverables, to include the source codes, algorithms, libraries, and additional files required to compile and run the software developed under this award. The documents, software, and materials developed under this award, as well as those developed prior to award as mentioned in the preceding sentence (such as libraries needed for full functionality and maintenance of the project deliverables), will be provided to the Government with Government Purpose Rights. Any Commercial Computer Software and/or Data needed for the full functionality and maintenance of the project deliverables must be delivered with a commercial license granting to the Government rights equivalent to the Government Purpose Rights described herein. The documents, software and materials
produced under the Award shall not be sold back to a different Government entity as the Government is receiving Government Purpose Rights therein. All documents, materials, and software supplied to the Government under this Award shall be conveyable to other government entities and third parties within the limitations of a Government Purpose Rights license as mentioned above, with no notice to, or authorization from, the Offeror needed. This right does not abrogate any other Government rights. For purposes of this this section (i.e. paragraph 2.11.), the terms “developed” and “government purpose” shall have the same definition as utilized in DFARS 252.227-7014.

Offerors shall complete and submit Attachment C (Data Rights) of this RPP with the signature of the responsible party for the proposing Prime Offeror as part of the proposal submission.

2.12. Expected Award Date
Offerors should plan on the period of performance beginning August 31, 2021 (subject to change). The Government reserves the right to change the proposed period of performance start date through negotiations via the CM and prior to issuing a Research Project Award.

2.13. Proposal Selection Notification
As the basis of selections is completed, the Government will forward its selection(s) to MTEC CM to notify Offerors. Proposers will be notified by email from the MTEC CM of the results of the evaluation.

3 Technical Requirements

3.1. Background
The overall objective of the iMCCS-J is to support the integration of medical data with the AFRL, TAK suite of software and hardware. The Android Team Awareness Kit (ATAK), for civilian uses, or Android Tactical Assault Kit (also ATAK) for military uses, is a suite of software that provides geospatial information and allows user collaboration over geography. ATAK was originally developed by the AFRL and is now maintained by a Joint Product Center. For more information on TAK: https://www.civtak.org/tag/product-center/

Prototypes being developed must integrate with current software and hardware devices being utilized within the Nett Warrior (NW) situational awareness (SA) and mission command (MC) systems for use during combat operations. A successful prototype will visualize medical data via NW devices within the Android Tactical Assault Kit (ATAK), Windows Tactical Assault Kit (WinTAK), and TAK Servers. The iMCCS-J Medical Common Operational Picture (COP) will identify medical unit locations, unit capacity status, medical evacuation unit capacity status, and patient status. At a higher level, the Medical COP informs the intelligence cycle through wound types and rates which communicates enemy effectiveness, supports trend analysis and enemy situational template.
3.2. Solution Requirements
This RPP aims to establish prototypes with the ability to provide commanders at all levels with visual understanding of how medical capabilities are arrayed throughout the operational environment. iMCCS-J will ingest and visualize data to identify medical unit locations, unit capacity status, medical evacuation unit capacity status, and patient status. At a higher level, iMCCS-J will parse specific data elements from near real-time operational datasets to inform the intelligence cycle through wound types and rates which communicates enemy effectiveness, supports trend analysis, and identifies the enemy situational template. These requirements are derived from the Joint Concept for Health Services, Joint Health Services Joint Publication 4-02, and the Army Health System Doctrine Smart Book.

3.3. Scope of Work
This effort shall deliver an initial prototype submission package for the iMCCS-J to the WHPE PMO for submission to TAK and NW. Proposed projects shall demonstrate the ability to develop and integrate near real-time data being captured from battlefield combat units, field medical platforms, and various Medical Treatment Facilities (MTF) data streams with the DoD, and TAK suite of software. A successful prototype will visualize medical data via field NW devices within the Android Tactical Assault Kit (ATAK), WinTAK, and TAK Servers. It is preferred that Offerors have experience with and/or sufficient knowledge of the TAK suite of software.

Additional Points of Consideration to be included in the proposal:
- Offerors shall propose an appropriate number of FTEs to accomplish the full scope of work.
- Awardees shall provide updates through monthly Technical and Business Status Reports to the Government point of contact chosen by the WHPE PMO. This report shall indicate the current work completed, work in progress, man hours required, funds expended, and program status. The report shall include configuration and change management revision, control documentation for hardware and software, major accomplishments, work to be accomplished in the next month, and performance, schedule, and cost updates. It shall also rate and document risks, risk mitigation activities, and issues raised by the Integrated Product Team. The format of the Technical and Business Status Report shall be mutually agreed upon by the Government and the Awardee. The report is due the 10th working day of each month after award until contract conclusion (Offerors should include this in the SOW, see Attachment E of this RPP). The Government will review the submissions of the Technical and Business Status Report for compliance with the Statement of Work and other contract provisions. The Awardee will have 10 working days to respond and resubmit upon receipt of the Government’s final comments and shall provide the final document within 10 working days after approval of the changes is received.
Awardees shall schedule an Initial Baseline Review with WHPE PMO within 60 days of contract award (include this in the SOW, see Attachment E of this RPP).

Awardees shall arrange two (2) Product Reviews per year to provide the WHPE PMO with updates regarding the status of the contract and prototype (include this in the SOW, see Attachment E of this RPP). Product Reviews shall occur:
- Within 150-180 days from the contract award date, repeated annually.
- 30 to 60 days prior to the end of the performing year, repeated annually.

Following these Product Reviews, the Milestone Payment Schedule within the SOW shall include distinct Critical Decision Points (30 days following the Product Reviews). The Critical Decision Points will serve as discrete programmatic decision points which will allow the Government to assess the progress to date considering cost, schedule, and performance and make a determination to proceed with subsequent milestones as awarded, renegotiate any aspect of the SOW/MPS, or end the project.

Awardees shall provide a Technical Data Package (TDP) to be delivered seven (7) calendar days prior to the end of each year (Offerors should include this in the SOW, see Attachment E of this RPP). The TDP shall consist of all technical data and documentation necessary for the development, manufacturing, and support of the device, for all software and hardware. This shall include, but is not limited to, the Product Master Data File, system / network architectures, data points / formats, transmission protocols, cybersecurity test plan, Risk Management Framework package submission plan, and Interface Control Documents to include the source codes, algorithms, libraries and additional files required to compile and run the software, Requirement Traceability Matrix, User Manuals and Quick Setup Guides, New Equipment Training Briefs and Guides, Bill of Materials (BOM), component manufacturer and part numbers, Test Measurement & Diagnostic Equipment, Product Maintenance Plan and Schedule.

This solicitation is intended to be a synergistic collaboration with all other OTA solicitations and ongoing government efforts. All Offerors are asked to acknowledge in the proposal submissions, that the awardee of this solicitation may be required to communicate and collaborate with the awardees of other OTA solicitations and existing contracts, and shall be required to communicate and collaborate with the government integration lab U.S. Army Combat Capabilities Development Command Aviation & Missile Center (CCDC AvMC), as further detailed below.

3.4. Potential Follow-on Tasks
There is potential for award of one or more follow-on tasks based on the success of any resultant Research Project Awards (subject to change depending upon Government review of work completed). Note that any potential follow-on work is expected to be awarded non-competitively
to resultant project awardees. Potential follow-on tasks include (but are not limited to) procurement, fielding, and sustainment for the iMCCS-J system.

3.5. Restrictions on Animal and Human Subjects
Proposals must comply with restrictions and reporting requirements for the use of animal and human subjects, to include research involving the secondary use of human biospecimens and/or human data. The Awardee shall ensure local Institutional Animal Care and Use Committee (IACUC) and Institutional Review Board (IRB) approvals, continuing review (in the intervals specified by the local IACUC and IRB, but at a minimum, annually), and approval by the USAMRDC Animal Care and Use and Review Office (ACURO) and the USAMRDC Human Research Protections Office (HRPO). Offerors shall include IACUC, ACURO, IRB and HRPO review and approval in the SOW/Milestones Table submitted with the Proposal, as applicable.

These restrictions include mandatory Government review and reporting processes that will impact the Offeror’s schedule.

3.6. Guidance Related to DoD-Affiliated Personnel for Participation
Compensation to DoD-affiliated personnel for participation:
Please note that compensation to DoD-affiliated personnel for participation in research while on duty is prohibited with some exceptions. For more details, see Department of Defense Instruction 3216.02, Protection of Human Subjects and Adherence to Ethical Standards in DoD-Conducted and Supported Research. You may access a full version of the DoDI by accessing the following link: https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/321602p.pdf

4 Proposal Preparation

4.1. General Instructions
Proposals should be submitted by the date and time specified on the cover page using BIDS: https://ati2.acqcenter.com/ATI2/Portal.nsf/Start?ReadForm. Include the MTEC Solicitation Number (MTEC-21-08-iMCCS-J) on each proposal submitted. See RPP Attachment H for further information regarding BIDS registration and submission.

Do not submit any classified information in the proposal submission.

The MTEC PPG is specifically designed to assist Offerors in understanding the proposal preparation process. The proposal format outlined in the PPG is mandatory and shall reference this RPP number (MTEC-21-08-iMCCS-J). Offerors are encouraged to contact the Points-of-Contact (POCs) identified herein up until the Proposal submission date/time to clarify requirements (both administrative and technical in nature).
All eligible Offerors may submit Proposals for evaluation according to the criteria set forth herein. Offerors are advised that only ATI as the MTEC’s CM, with the approval of the DoD Agreements Officer, is legally authorized to contractually bind MTEC into any resultant awards.

4.2. Instructions for the Preparation & Submission of the Proposal
Offerors submitting a Proposal in response to this RPP should prepare all documents in accordance with the following instructions.

Offerors should submit files in Microsoft Office formats or Adobe Acrobat (PDF – portable document format) as indicated below. ZIP files and other application formats are not acceptable. All files must be print-capable, searchable, and without a password required. Filenames must contain the appropriate filename extension (.docx, .doc, .pptx, .ppt .xlsx, .xls or .pdf). Filenames should not contain special characters. Apple users must ensure the entire filename and path are free of spaces and special characters.

An automated BIDS receipt confirmation will be provided by email. Offerors may submit in advance of the deadline. Neither MTEC nor ATI will make allowances/exceptions for submission problems encountered by the Offeror using system-to-system interfaces. If the Offeror receives errors and fails to upload the full submission prior to the submission deadline, the submission may not be accepted. It is the Offeror’s responsibility to ensure a timely and complete submission.

Required Submission Documents (9): Submit via BIDS (5MB or lower)

- Technical Proposal as one Word or PDF document.
- Section I: Cost Proposal Narrative as one Word or PDF document.
- Section II: Cost Proposal Formats as one Excel or PDF document.
- Royalty or MTEC 2% Assessment as one signed Word or PDF document.
- Intellectual Property and Data Rights Assertions as one signed Word or PDF document (Attachment C).
- Government Go/No Go Decision Criteria as one signed Word or PDF document (Attachment D).
- Statement of Work (SOW)/Milestone Payment Schedule (MPS) as one Word document (.docx or .doc) (Attachment E).
- Warranties and Representations for all proposals as one Word or PDF document (Attachment F).
- Current and Pending Support as one Word or PDF document (Attachment G).

The following information provides additional information related to each of the required documents for the full proposal submission. The Technical Proposal and Cost Proposal must be submitted in two separate volumes, and shall remain valid for 180 days unless otherwise specified by the Offeror in the proposal. Offerors are encouraged to contact MTEC with any
questions so that all aspects are clearly understood by both parties. The full proposal should include the following. Each document will be uploaded to BIDS separately (see Attachment H of RPP for BIDS instructions).

- **Technical Proposal:** The Technical Proposal format provided in the MTEC PPG is mandatory. Proposals shall reference this RPP number (MTEC-21-08-iMCCS-J). Refer to section 6.2 of the PPG for instruction regarding the preparation of the Technical Proposal (also referred to as Volume 1).

- **Cost Proposal:** The Cost Proposal should clearly delineate your costs separated by focus area (if applicable), where possible. Each cost proposal should include direct costs and other necessary components as applicable, for example, fringe, General & Administrative Expense (G&A), Facilities & Administrative (F&A), Other Direct Costs (ODC), etc. Offerors shall provide a breakdown of material and ODC costs as applicable. The Cost Proposal shall be submitted in two separate sections - Section I: Cost Proposal Narrative (see Attachment 1 of the PPG) and Section II: Cost Proposal Formats. [Refer to section 7 of the PPG for instruction regarding the preparation of the Cost Proposal (also referred to as Volume 2).] Offerors are encouraged to use their own cost formats such that the necessary detail is provided. MTEC will make cost proposal formats available on the Members-Only MTEC website. The Cost Proposal formats provided in the MTEC PPG are NOT mandatory. Refer to the MTEC PPG for additional details.

- **Royalty Payment Agreement or MTEC 2% Assessment:** Each Offeror will select either the MTEC Research Project Award 2% Assessment Fee or the Royalty Payment Agreement (available on the MTEC members only website), not both, and submit a signed copy with the proposal. [Note: As per section 7.1 of the PPG, you must indicate your choice of either the MTEC Additional Research Project Award Assessment Fee or the Royalty Payment Agreement as part of Section I of the Cost Proposal (Cost Proposal Narrative). For more information regarding the Royalty Payment Agreement or Additional Research Project Award Assessment, refer to Section 8.8 of the PPG.]

- **Intellectual Property and Data Rights Assertions (template provided in Attachment C)**
  - As required by each Base Agreement, every proposal submitted in response to a Government call for proposals shall include a list of the Category A, B and C Data (as defined in the MTEC Base Agreement) to be used or developed under the proposal if selected. Rights asserted in such Data identified in the provided list shall demonstrate intent to comply with paragraph 2.11. of this RPP.
  - The Offeror shall identify all data, documents, software, and materials to be developed under this award, as well as those developed prior to award by the Awardee or other entity, which are needed for full functionality and maintenance of the project deliverables to include the source codes, algorithms, libraries and additional files required to compile and run the software. Each data item must...
include a complete description of the IP, a statement clarifying whether the IP was previously developed or to be developed under this agreement, a brief description of the funding source for previously developed IP, if applicable (i.e. public or private expense), the name of the entity possessing ownership rights of the IP, a confirmation that the Government will receive Government Purpose Rights to the IP, and an explanation of how the Offeror will ensure the Government will receive Government Purpose rights (if owned by a third-party). If a third-party is granting permission for the Government Purpose Rights, include a copy of the third party agreement with this attachment.

- The information provided in Attachment C will be used to verify the Offeror’s response to the Go/No-Go Decision Criteria in Attachment D.
- Note: This document is no longer required as part of the Technical Proposal (Volume 1) and will be uploaded as a separate attachment into the BIDS system.

- **Statement of Work (SOW)/Milestone Payment Schedule (MPS) (template provided in Attachment E):** The Offeror is required to provide a detailed SOW/MPS using the format provided herein (Attachment E). The Government reserves the right to negotiate and revise any or all parts of the SOW/MPS. Offerors will have the opportunity to concur with revised SOW/MPS as necessary. [Note: Although the SOW/MPS is already included as Appendix B of the Technical Proposal (Volume 1), it must be uploaded into the BIDS system again as a separate file in either the *.docx or *.doc format.]

- **Warranties and Representations (template provided in Attachment F):** One Word (.docx or .doc) or PDF file that contains all Warranties and Representations is required for each proposal. Refer to Attachment F for the template.

- **Current and Pending Support (template provided in Attachment G):** The Offeror shall provide this information for all key personnel who will contribute significantly to the proposed research project. Specifically, information shall be provided for all current and pending research support (to include Government and non-government), including the award number and title, funding agency and requiring activity’s names, period of performance (dates of funding), level of funding (total direct costs only), role, brief description of the project’s goals, and list of specific aims. If applicable, identify where the proposed project overlaps with other existing and pending research projects. Clearly state if there is no overlap. If there is no current and/or pending support, enter “None.”

_Evaluation:_ The Government will evaluate and determine which proposal(s) to award based on criteria described in _Section 5, “Selection,”_ of this RPP. The Government reserves the right to negotiate with Offerors.

4.3. **Full Proposal Preparation Costs**
The cost of preparing Full Proposals in response to this RPP is not considered a direct charge to any resulting award or any other contract.

4.4. Freedom of Information Act (FOIA)
To request protection from FOIA disclosure as allowed by 10 U.S.C. §2371(i), Offerors shall mark business plans and technical information with a legend identifying the documents as being submitted on a confidential basis.

4.5. Telecommunications and Video Surveillance
Per requirements from the Acting Principal Director of Defense Pricing and Contracting dated 13 August 2020, the provision at FAR 52.204-24, “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment” is incorporated in this solicitation. If selected for award, the Offeror(s) must complete and provide the representation as required by the provision to the CM.

5 Selection

5.1. Preliminary Screening
The CM will conduct a preliminary screening of submitted Proposals to ensure compliance with the RPP requirements. As part of the preliminary screening process, Proposals that do not meet the requirements of the RPP may be eliminated from the competition or additional information may be requested by the CM. The Government reserves the right to request additional information or eliminate proposals that do not meet these requirements from further consideration. One of the primary reasons for non-compliance or elimination during the initial screening is the lack of significant nontraditional defense contractor participation, nonprofit research institution participation, or cost share (see Attachment B). Proposal Compliance with the statutory requirements regarding the appropriate use of Other Transaction Authority (as detailed within Attachment B) will be determined based upon the ratings shown in Table 1:

<table>
<thead>
<tr>
<th>TABLE 1- COST SHARING/NONTRADITIONAL CONTRACTOR ASSESSMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RATING</strong></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>PASS</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
5.2. Proposal Evaluation
The CM will distribute all Proposals that pass the preliminary screening (described above) to the Government for a two-round proposal review to include an initial Go/No Go decision prior to conducting a full technical evaluation.

5.2.1. Government Go/No Go Decision
The Government will perform an initial review of the proposal submissions to determine if the Offeror has clearly demonstrated an intent, as well as the ability, to satisfy the following Go/No Go criteria:

The Offeror’s proposal shall clearly state that all documents, software, and materials developed under this award, as well as those developed prior to award by the Awardee or other entity, which are needed for full functionality and maintenance of the project deliverables, to include the source codes, algorithms, libraries and additional files required to compile and run the software, will be provided to the Government with Government Purpose Rights or a commercial license granting to the Government rights equivalent to the Government Purpose Rights described herein.

The Offeror’s proposal shall acknowledge that these documents, software and materials produced under the Award shall not be sold back to a different Government entity as the Government is receiving Government Purpose Rights therein. All documents, materials and software supplied to the Government under this Award shall be conveyable to other
government entities and third parties within the limitations of a Government Purpose Rights license as mentioned above, with no notice to or authorization from the Offeror needed. This right does not abrogate any other Government rights.

This initial screening will be based on the responses provided in Attachment D of this RPP. The remaining sections of the proposal will not be reviewed at this stage. Any proposals found not to comply with the above listed criteria will be removed from consideration; no further evaluation will be performed and only feedback specific to this criteria will be provided to the Offeror.

5.2.2. Full Proposal Evaluation by the Government Evaluators
The Government will evaluate those Proposals that demonstrate compliance with the above listed criteria using the following evaluation factors:

**Evaluation Factors**
- 1. Technical Approach and Strategy
- 2. Potential for Transition
- 3. Cost/Price

The evaluation factors entitled Technical Approach and Strategy and Potential for Transition will be evaluated with equal importance; however, when combined are significantly more important than Cost/Price.

Evaluation will be based on an independent, comprehensive review and assessment of the work proposed against stated source selection criteria and evaluation factors. The Government will evaluate against the technical evaluation factors detailed below and assign adjectival ratings to the non-cost/price factor(s) consistent with those defined in Table 2 (General Merit Ratings Assessments). The Offeror shall clearly state how it intends to meet and, if possible, exceed the RPP requirements. Mere acknowledgement or restatement of a RPP requirement is not acceptable. The CM will evaluate the cost proposals for those Offerors recommended for award, as detailed below.

**Factor 1 – Technical Approach and Strategy:** The Offeror’s full proposal will be assessed for:

a) How well the specific aims and proposed methodology support the technical objectives and the development of the prototype:
   i. The strategy which effectively demonstrates the Offeror’s understanding of the overall requirement and inclusion of complete and clear processes to execute the effort.
   ii. The strategy for open and continuous integration with Program Executive Office NW System Integration Laboratory and running large scale combat simulations to validate operational effectiveness of tactical systems and software.
iii. The strategy and methodology for the processing and visualization of near real-time data being captured from battlefield combat units, field medical platforms, and various MTF data streams (medical treatment facility location and patient capacity, unit capacity status, medical evacuation platforms capacity status, and Casualty Collection Point location and capacity).

b) How well the submission defines a prototype that meets the requirements set forth in this RPP. Whether the prototype is based on promising preliminary data, sound scientific rationale, and demonstrated proof-of-concept.

c) How well the Offeror identifies a realistic number of personnel and types of expertise required to complete the prototype.

d) How the background and expertise of the personnel and organizations are appropriate to execute the proposed research, for example, (i) experience developing and integrating systems and software with the Integrated Tactical Network (ITN) and the components thereof, and (ii) experience developing and integrating operational data streams via the TAK suite of software, to include Android Tactical Assault Kit (ATAK), Windows TAK (WinTAK), TAK Server, etc.

Factor 2 – Potential for Transition: The Offeror’s proposal will be assessed for its potential to transition to the Government. This factor will assess how well the Offeror complies with the IP and data rights considerations described in Section 2.11, to include the Go/No Go criteria, which require Government Purpose Rights (or a commercial license granting to the Government rights equivalent to the Government Purpose Rights for any Commercial Computer Software and/or Data as described in Section 2.11) to all documents, software, and materials, including the source codes, algorithms, libraries and additional files required to compile and run the software, developed under this award. In addition to the aforementioned Go/No Go criteria, this factor may also include an evaluation of the feasibility of the Offeror’s product development strategy.

Factor 3 – Cost/Price:
The Cost/Price proposal will be evaluated to determine whether costs are realistic, reasonable, and complete. However, please note that the Government technical evaluation panel may provide an additional review for the purposes of informing the CM’s detailed cost analysis, specifically with regards to the cost realism analysis.

The MTEC CM will evaluate the estimated cost proposed by the Offeror for performing all requirements outlined in this RPP and the MTEC PPG. Evaluation will include analysis of the proposed cost together with all supporting information. The Offeror’s cost and rationale will be evaluated for realism, reasonableness, and completeness. In addition, the MTEC CM will conduct an assessment of the cost of the project to determine whether the project cost is within the available funding limits and the ability and/or likelihood of the Offeror to successfully execute the proposed project within the financial resources proposed. If a proposal is selected for award, the MTEC CM will review the original cost proposal and the Offeror’s response to a Proposal Update Letter, if applicable. The MTEC CM will request additional information or clarification as
necessary. The MTEC CM will assess the realism, reasonableness and completeness of the cost estimates and then provide a formal assessment to the Government. The Government will review this assessment and make the final determination that the negotiated project value is fair and reasonable.

Proposals will be evaluated using the understanding of cost realism, reasonableness and completeness as outlined below:

a) **Realism.** Proposals will be evaluated to determine if 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 schedule proposal.

Estimates are “realistic” when they are neither excessive nor insufficient for the effort to be accomplished. Estimates must also be realistic for each task of the proposed project when compared to the total proposed cost. For more information on cost realism, please refer to the MTEC PPG.

The MTEC CM will make a determination by directly comparing proposed costs with comparable current and historical data, evaluator experience, available estimates, etc. Proposed estimates will be compared with the corresponding technical proposals for consistency.

b) **Reasonableness.** The Offeror’s cost proposal will be evaluated to determine if it is reasonable. For a cost to be reasonable, it must represent a cost to the Government that a prudent person would pay in the conduct of competitive business. Normally, cost reasonableness is established through cost analysis.

To be considered reasonable, the Offeror’s cost estimate should be developed from applicable historic cost data. The Offeror should show that sound, rational judgment was used in deriving and applying cost methodologies. Appropriate narrative explanation and justification should be provided for critical cost elements. The overall estimate should be presented in a coherent, organized and systematic manner.

Costs provided shall be clearly attributable to activities or materials as described by the Offeror. Costs should be broken down using the Cost Proposal Formats that are located on the Members-Only MTEC website.

c) **Completeness.** The MTEC CM will evaluate whether the proposal clearly and thoroughly documents the rationale supporting the proposed cost and is compliant with the requirements of the solicitation.

The proposal should clearly and thoroughly document the cost/price information supporting the proposed cost in sufficient detail and depth. The MTEC CM will evaluate whether the Offeror’s
cost proposal is complete with respect to the work proposed. The MTEC CM will consider substantiation of proposed cost (i.e., supporting data and estimating rationale) for all elements.

Rate and pricing information is required to properly perform the cost analysis of the proposal. If the Offeror is unwilling to provide this information in a timely manner, its proposal will be lacking information that is required to properly evaluate the proposal and the proposal cannot be selected for award.

With the exception of “Cost/Price,” evaluation factors will be rated based upon the adjectival merit ratings detailed in Table 2.

Table 2 explains the adjectival merit ratings that will be used for the technical evaluation factors.

<table>
<thead>
<tr>
<th>RATING</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>OUTSTANDING</td>
<td>Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.</td>
</tr>
<tr>
<td>GOOD</td>
<td>Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>ACCEPTABLE</td>
<td>Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>MARGINAL</td>
<td>Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>UNACCEPTABLE</td>
<td>Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.</td>
</tr>
</tbody>
</table>

Please also refer to Section 5.3 for definitions of general terms used in technical evaluations.

_The Government will conduct an evaluation of all qualified proposals after the preliminary screening as well as the Government Go/No Go Decision (described in Section 5.2.1). This will be conducted using the evaluation factors detailed above. Upon review and evaluation of the_
Proposals, the Government sponsor will perform proposal source selection. The Source Selection Authority may:

1. Select the proposal (or some portion of the proposal) for award;
2. Place the proposal in the Basket if funding currently is unavailable; or
3. Reject the proposal (will not be placed in the Basket)

The RPP review and award process may involve the use of contractor subject-matter-experts serving as nongovernmental advisors. All members of the technical evaluation panel, to include contractor SMEs, will agree to and sign a Federal Employee Participation Agreement or a Nondisclosure/Nonuse Agreement, as appropriate, to protect information contained in the RPP as outlined in Section 2.5.

Best Value
The Government will conduct the source selection based on the evaluation criteria and ratings contained within this RPP. The overall award decision will be based upon a Best Value determination and the final award selection(s) will be made to the most advantageous offer(s) by considering and comparing factors in addition to cost. Based on the results of the Technical Evaluation, the Government reserves the right to negotiate and request changes to any or all parts of the proposal to include the SOW. Offerors will have the opportunity to concur with the requested changes and revise cost proposals as necessary.

5.3. Definitions of General Terms Used in Evaluations

Go/No Go Criteria - Objective and measurable standards or requirements that will be evaluated by the Government technical evaluation team as the first step of the proposal evaluation. Proposals must “pass” or “meet” these standards/requirements in order to receive a full technical evaluation.

Significant Strength - An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during award performance.

Strength - An aspect of an Offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during award performance.

Weakness - A flaw in the proposal that increases the risk of unsuccessful award performance.

Significant Weakness - A flaw that appreciably increases the risk of unsuccessful award performance.
Deficiency - A material failure of a proposal to meet a Government requirement or a combination of weaknesses in a proposal that increases the risk of unsuccessful award performance to an unacceptable level.

6 Points-of-Contact

For inquiries, please direct your correspondence to the following contacts:
- Questions concerning contractual, cost or pricing related to this RPP should be directed to the MTEC Contracts Administrator, mtec-contracts@ati.org
- Technical and membership questions should be directed to the MTEC Director of Research, Dr. Lauren Palestrini, Ph.D., lauren.palestrini@mtec-sc.org
- All other questions should be directed to the MTEC Director of Program Operations, Ms. Kathy Zolman, kathy.zolman@ati.org

Once an Offeror has submitted a Proposal, the Government and the MTEC CM will not discuss evaluation/status until the source selection process is complete.

7 Acronyms/Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACURO</td>
<td>Animal Care and Use Review Office</td>
</tr>
<tr>
<td>AFRL</td>
<td>Air Force Research Laboratory</td>
</tr>
<tr>
<td>ATAK</td>
<td>Android Team Awareness Kit</td>
</tr>
<tr>
<td>ATAK</td>
<td>Android Tactical Assault Kit</td>
</tr>
<tr>
<td>ATI</td>
<td>Advanced Technology International</td>
</tr>
<tr>
<td>CAS</td>
<td>Contract Accounting System</td>
</tr>
<tr>
<td>CM</td>
<td>Consortium Manager</td>
</tr>
<tr>
<td>CMA</td>
<td>Consortium Member Agreement</td>
</tr>
<tr>
<td>COP</td>
<td>Common Operational Picture</td>
</tr>
<tr>
<td>DoD</td>
<td>Department of Defense</td>
</tr>
<tr>
<td>FAQ</td>
<td>Frequently Asked Questions</td>
</tr>
<tr>
<td>F&amp;A</td>
<td>Facilities and Administrative Costs</td>
</tr>
<tr>
<td>FTE</td>
<td>Full-Time Equivalents</td>
</tr>
<tr>
<td>G&amp;A</td>
<td>General and Administrative Expenses</td>
</tr>
<tr>
<td>HRPO</td>
<td>Human Research Protection Office</td>
</tr>
<tr>
<td>IACUC</td>
<td>Institutional Animal Care and Use Committee</td>
</tr>
<tr>
<td>iMCCS-J</td>
<td>Interoperable Medical Command and Control System – Joint</td>
</tr>
<tr>
<td>IP</td>
<td>Intellectual Property (e.g., patents, copyrights, licensing, etc.)</td>
</tr>
<tr>
<td>IRB</td>
<td>Institutional Review Board</td>
</tr>
<tr>
<td>IR&amp;D</td>
<td>Independent Research and Development</td>
</tr>
<tr>
<td>M</td>
<td>Millions</td>
</tr>
</tbody>
</table>
Attachment A – Cost Share

Cost Sharing includes any costs a reasonable person would incur to carry out (necessary to) proposed projects’ statements of work (SOW) not directly paid for by the Government. There are two types of cost sharing: Cash Contribution and In-Kind Contribution. If a proposal includes cost share then it cannot include fee. Cost Share may be proposed only on cost type agreements. Prior Independent Research and Development (IR&D) funds will not be considered as part of the Consortium Member's cash or In-Kind contributions, except when using the same procedures as those that authorize Pre-Award Costs, nor will fees be considered on a Consortium Member's cost sharing portion.

Cash Contribution

Cash Contribution means the Consortium and/or the Research Project Awardee (or Awardees' lower tier subawards) financial resources expended to perform a Research Project. The cash contribution may be derived from the Consortium’s or Research Project Awardee (or Awardees' subawards) funds or outside sources or from nonfederal contract or grant revenues or from profit or fee on a federal procurement contract.

An Offeror’s own source of funds may include corporate retained earnings, current or prospective IR&D funds or any other indirect cost pool allocation. New or concurrent IR&D funds may be utilized as a cash contribution provided those funds identified by the Offeror will be spent on performance of the Statement of Work (SOW) of a Research Project or specific tasks identified within the SOW of a Research Project. Prior IR&D funds will not be considered as part of the Offeror's cash.

Cash contributions include the funds the Offeror will spend for labor (including benefits and direct overhead), materials, new equipment (prorated if appropriate), awardees' subaward efforts expended on the SOW of a Research Project, and restocking the parts and material consumed.

In-Kind Contribution

In-Kind Contribution means the Offeror’s non-financial resources expended by the Consortium Members to perform a Research Project such as wear-and-tear on in-place capital assets like machinery or the prorated value of space used for performance of the Research Project, and the reasonable fair market value (appropriately prorated) of equipment, materials, IP, and other property used in the performance of the SOW of the Research Project.
Attachment B – Statutory Requirements for the Appropriate Use of Other Transaction Authority

Nontraditional Defense Contractor Definition

A nontraditional defense contractor is a business unit that has not, for a period of at least one year prior to the issue date of the Request for Project Proposals, entered into or performed on any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards (CAS) prescribed pursuant to section 26 of the Office of Federal Procurement Policy Act (41 U.S.C. 1502) and the regulations implementing such section. The nontraditional defense contractor can be an individual so long as he/she has a DUNS Number and meets the requirements in the Warranties and Representations.

Significant Extent Requirements

All Offerors shall submit Warranties and Representations (See Attachment F) specifying the critical technologies being offered and/or the significant extent of participation of the nontraditional defense contractor and/or nonprofit research institution. The significance of the nontraditional defense contractor’s and/or nonprofit research institution’s participation shall be explained in detail in the signed Warranties and Representations. Inadequate detail can cause delay in award.

Per the DoD OT Guide, rationale to justify a significant extent includes:

1. Supplying a new key technology, product or process
2. Supplying a novel application or approach to an existing technology, product or process
3. Providing a material increase in the performance, efficiency, quality or versatility of a key technology, product or process
4. Accomplishing a significant amount of the prototype project
5. Causing a material reduction in the cost or schedule of the prototype project
6. Providing a material increase in performance of the prototype project

Conditions for use of Prototype OT Authority

Proposals that do not include one of the following will not be eligible for award:

(A) At least one nontraditional defense contractor or nonprofit research institution participating to a significant extent in the prototype project; or
(B) All significant participants in the transaction other than the Federal Government are small businesses (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638)) or nontraditional 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.

This requirement is a statutory element of the Other Transaction Authority and will be regarded as a pass/fail criterion during the Compliance Screening in order to ensure compliance with 10 U.S.C. §2371b.
Attachment C – Intellectual Property and Data Rights

Definitions

- **Intellectual Property (IP) Rights**: for MTEC Research Project Awards will be defined in the terms of an awardee’s Base Agreement, unless specifically negotiated in any resultant Research Project Award. MTEC Base Agreements are issued by the MTEC CM to MTEC members receiving a Research Project Award. Base Agreements include the applicable flow down terms and conditions from the Government’s Other Transaction Agreement with MTEC, including the IP terms and conditions.

- **Data Rights**: The Offeror shall comply with the terms and conditions contained in their Base Agreement regarding Data Rights, as modified by the specifically-negotiated Data rights terms herein. Refer to Section 2.11 of this RPP.

Directions to the Offeror

The Offeror shall identify all data, documents, software, and materials to be developed under this award, as well as those developed prior to award by the Awardee or other entity, which are needed for full functionality and maintenance of the project deliverables to include the source codes, algorithms, libraries and additional files required to compile and run the software. Each data item must include a complete description of the IP, a statement clarifying whether the IP was previously developed or to be developed under this agreement, a brief description of the funding source for previously developed IP, if applicable (i.e. public or private expense), the name of the entity possessing ownership rights of the IP, a confirmation that the Government will receive Government Purpose Rights to the IP, and an explanation of how the Offeror will ensure the Government will receive Government Purpose rights (if owned by a third-party). If a third-party is granting permission for the Government Purpose Rights, include a copy of the third party agreement with this attachment. The Offeror shall present this information in the example table format shown below.

*Failure to complete this attachment in its entirety (including a failure to provide the required signature) may result in removal from the competition and the proposal determined to be ineligible for award.*

<table>
<thead>
<tr>
<th>Data Item</th>
<th>Description of Technical Data/Software/Other IP to be Furnished</th>
<th>Stage of Development &amp; Funding</th>
<th>Owner of Technical Data/Software/Other IP</th>
<th>Will Government Receive Government Purpose Right?</th>
<th>Authority to Grant Government Purpose Rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software XYZ</td>
<td>To be developed under this award with Prime Company ABC</td>
<td>Yes</td>
<td>Authorization from Prime</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public/Private Funding</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Technical Data Description</td>
<td>Previously developed with Public funding</td>
<td>Prime Company ABC</td>
<td>Yes</td>
<td>Authorization from Prime</td>
</tr>
<tr>
<td>3</td>
<td>Technical Data Description</td>
<td>Previously developed with Private funding</td>
<td>Third-Party DEF</td>
<td>Yes</td>
<td>License Agreement with Third Party DEF</td>
</tr>
</tbody>
</table>

Signature of Responsible Party for the Proposing Prime Offeror

DATE
Attachment D – Government Go/No Go Decision Criteria

Directions to the Offeror

Failure to complete this attachment in its entirety (including a failure to provide the required signature) may result in removal from the competition and the proposal determined to be ineligible for award. For inquiries, please direct your correspondence to the points-of-contact listed within Section 6 of the RPP.

In order to provide the required information for the Government initial review to complete a Go/No Go decision (as detailed in section 5.2.1 of the RPP), the Offeror shall check the appropriate boxes listed below:

☐ I certify that all documents, software, and materials, developed under this award, as well as those developed prior to award by the Awardee or other entity, which are needed for full functionality and maintenance of the project deliverables to include the source codes, algorithms, libraries and additional files required to compile and run the software, will be provided to the Government with Government Purpose Rights or a commercial license granting to the Government rights equivalent to the Government Purpose Rights described herein. [Check this box]

☐ I understand and acknowledge that these documents, software and materials produced under the Award shall not be sold back to a different Government entity as the Government is receiving Government Purpose Rights therein. All documents, materials and software supplied to the Government under this Award shall be conveyable to other government entities and third parties within the limitations of a Government Purpose Rights license as mentioned above, with no notice to or authorization from the Offeror needed. This right does not abrogate any other Government rights. [Check this box]

☐ One or both of the statements above do not apply or I am unable to certify. [Check this box]

Offeror SHALL provide additional comments below if this block is checked:

___________________________________________________________________________
___________________________________________________________________________

I attest that the information provided above is complete and accurate and, if selected for award, will reflect the terms of the resultant Research Project Award.

____________________________________________________
Signature of Responsible Party for the Proposing Prime Offeror

______________________________________
DATE

Page 30 of 42
Attachment E – Statement of Work Template

The SOW developed by the Lead MTEC member organization and included in the proposal (also submitted as a separate document) is intended to be incorporated into a binding agreement if the proposal is selected for award. If no SOW is submitted with the proposal, there may be no award. The proposed SOW shall contain a summary description of the technical methodology as well as the task description, but not in so much detail as to make the scope inflexible. DO NOT INCLUDE ANY PROPRIETARY INFORMATION OR COMPANY-SENSITIVE INFORMATION IN THE SOW TEXT. The following is the required format for the SOW.

Proposal Number:
Organization:
Title:
ACURO and/or HRPO approval needed:

Introduction/Background (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding.)

Scope/Project Objective (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding.)
This section includes a statement of what the project covers. This should include the technology area to be investigated, the objectives/goals, and major milestones for the effort.

Requirements (To be provided initially by the Offeror at the time of proposal submission to be finalized by the Government based on negotiation of Scope/Project Objective).
State the technology objective in the first paragraph and follow with delineated tasks required to meet the overall project goals. The work effort should be segregated into major phases, then tasks and identified in separately numbered paragraphs. Early phases in which the performance definition is known shall be detailed by subtask with defined work to be performed. Planned incrementally funded phases will require broader, more flexible tasks that are priced up front, and adjusted as required during execution and/or requested by the Government to obtain a technical solution. Tasks will need to track with established adjustable cost or fixed price milestones for payment schedule. Each major task included in the SOW should be priced separately in the cost proposal. Subtasks need not be priced separately in the cost proposal.

Deliverables (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding.)
Results of the technical effort are contractually binding and shall be identified herein. Offerors are advised to read the Base Agreement carefully. Any and all hardware/software to be provided
to the Government as a result of this project shall be identified. Deliverables should be submitted in PDF or MS Office format. It must be clear what information will be included in a deliverable either through a descriptive title or elaborating text.

**Milestone Payment Schedule** *(To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding. The milestone schedule included should be in editable format (i.e., not a picture))*

The Milestone Payment Schedule should include all milestone deliverables that are intended to be delivered as part of the project, a planned submission date, the monetary value for that deliverable and any cost share, if applicable. For fixed price agreements, when each milestone is submitted, the MTEC member will submit an invoice for the exact amount listed on the milestone payment schedule. For cost reimbursable agreements, the MTEC member is required to assign a monetary value to each milestone. In this case, however, invoice totals are based on cost incurred and will not have to match exactly to the amounts listed on the milestone payment schedule. The milestones and associated deliverables proposed should, in general:

- be commensurate in number to the size and duration of the project (i.e., a $5M multi-year project may have 20, while a $700K shorter term project may have only 6);
- not be structured such that multiple deliverables that might be submitted separately are included under a single milestone;
- be of sufficient monetary value to warrant generation of a deliverable and any associated invoices;
- include on the 10th working day of each month a Report which includes Technical and Business Status Reports, Final Technical Report, and Final Business Status Report.
- incorporate all of the milestones and deliverables detailed within Section 3.3 of this RPP to include the Annual Product Reviews followed by Critical Decision Points (scheduled 30 days after the Product Reviews). Note that the Critical Decision Points shall have no funding associated with them.

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Please Note:

1. Firm Fixed Price Contracts – Milestone must be complete before invoicing for fixed priced contracts.
2. Cost Reimbursable Contracts – You may invoice for costs incurred against a milestone. Invoicing should be monthly.
3. Cannot receive payment for a report (i.e. Monthly, Annual and Final Reports should not have an assigned Government Funded or Cost Share amount.)
4. Monthly and Annual Reports include BOTH Technical and Business Reports (separate).
5. Final Report due date must be prior to POP end noted in Research Project Award.
6. MTEC Milestone Numbers are used for administrative purposes and should be sequential.
7. Task Numbers are used to reference the statement of work if they are different from the MTEC Milestone Number.

Shipping Provisions *(The following information, if applicable to the negotiated SOW, will be finalized by the Government and the MTEC Consortium Manager based on negotiations)*

The shipping address is:
Classified Shipments:
Outer Packaging
Inner Packaging

Reporting

Monthly Reports – The MTEC research project awardee shall prepare monthly Reports which will include Technical and Business Status Reports in accordance with the terms and conditions of the Base Agreement. (Required)

Annual Reports – The MTEC research project awardee shall prepare an Annual Report which will include Technical and Business Status Reports in accordance with the terms and conditions of the Base Agreement. (Required)

Final Technical Status Report – At the completion of the Research Project Award, the awardee will submit a Final Technical Status Report, which will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the total period of the Project effort in accordance with the terms and conditions of the Base Agreement. (Required)

Final Business Status Report – At the completion of the Research Project Award, the awardee will submit a Final Business Status Report, which will provide summarized details of the resource status of the Research Project Award, in accordance with the terms and conditions of the Base Agreement. (Required)

See Section 3.3 for additional reporting requirements.
Attachment F – Warranties and Representations Template

10 U.S.C. § 2371b authorizes Department of Defense organizations 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 acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. The law also requires at least one of the following:

(A) There is at least one nontraditional 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 (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638) or nontraditional defense contractors.

(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.

A. Prime Contractor: The prime contractor must complete the following table.

<table>
<thead>
<tr>
<th>1. Legal Name:</th>
<th>2. DUNS #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Point of Contact:</td>
<td></td>
</tr>
<tr>
<td>Name, Title, Phone #, Email</td>
<td></td>
</tr>
<tr>
<td>4. Prime Contractor is a nontraditional (Y/N)?</td>
<td></td>
</tr>
<tr>
<td>5. Prime Contractor is a nonprofit research institution (Y/N)?</td>
<td></td>
</tr>
<tr>
<td>6. Prime Contractor will provide at least one third of the total cost of the prototype project out of funds provided by sources other than the Federal Government (Y/N)?</td>
<td></td>
</tr>
<tr>
<td>7. Prime Contractor is a small business (Y/N)?</td>
<td></td>
</tr>
</tbody>
</table>

If the prime contractor has answered “Y” to question 4, 5, or 6, skip Section B and proceed to Section C.

B. Subcontractor(s)/Vendor(s): If the prime contractor is a traditional defense contractor and proposes the use of one or more nontraditional defense contractors or nonprofit research institutions, the following information is required for each participating nontraditional defense contractor or nonprofit research institution.

<table>
<thead>
<tr>
<th>8. Legal Name:</th>
<th>9. DUNS #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Dollar Value to be Awarded to Subcontractor:</td>
<td></td>
</tr>
<tr>
<td>11. Point of Contact:</td>
<td></td>
</tr>
<tr>
<td>Name, Title, Phone #, Email</td>
<td></td>
</tr>
<tr>
<td>12. Task/Phase:</td>
<td></td>
</tr>
<tr>
<td>13. Subcontractor/Vendor is a nontraditional (Y/N)?</td>
<td></td>
</tr>
<tr>
<td>14. Subcontractor/Vendor is a nonprofit research institution (Y/N)?</td>
<td></td>
</tr>
<tr>
<td>15. Subcontractor/Vendor is a small business (Y/N)?</td>
<td></td>
</tr>
</tbody>
</table>
16. Significant Contribution:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>The significant contribution involves developing, demonstrating or providing a key technology. Please describe what the key technology is; why it is key to the medical technology community, and what makes it key.</td>
</tr>
<tr>
<td>B</td>
<td>The significant contribution involves developing, demonstrating or providing a new technology that is not readily available. Please describe what the new part or material is and why it is not readily available.</td>
</tr>
<tr>
<td>C</td>
<td>The significant contribution involves use of skilled personnel (such as modeling &amp; simulation experience, medical technology design experience, etc.), facilities and/or equipment that are within the capabilities of the designated nontraditional and required to successfully complete the program. Please describe the personnel, facilities and/or equipment involved in the proposed program and why they are required to successfully complete the program.</td>
</tr>
<tr>
<td>D</td>
<td>The use of this designated subcontractor/vendor will cause a material reduction in the cost or schedule. Please describe the specific cost or schedule impact to be realized</td>
</tr>
<tr>
<td>E</td>
<td>The use of this designated subcontractor/vendor will increase medical technology performance. Please describe what the performance increase will be attained by the use of this designated nontraditional defense contractor</td>
</tr>
</tbody>
</table>

In addition to the above please provide the following information:

<table>
<thead>
<tr>
<th>Q1</th>
<th>What additional capability beyond those described in A through E above does this subcontractor/vendor have that is necessary for this specific effort?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td></td>
</tr>
<tr>
<td>Q2</td>
<td>In which task/phase(s) of the effort will the subcontractor/vendor be used?</td>
</tr>
<tr>
<td>A2</td>
<td></td>
</tr>
<tr>
<td>Q3</td>
<td>What is the total estimated cost associated with the subcontractor/vendor included in the proposal? Note: While cost is an indicator for the level of nontraditional defense contractor participation, there is no particular cost threshold required.</td>
</tr>
<tr>
<td>A3</td>
<td></td>
</tr>
</tbody>
</table>
C. Signature

_________________________________________________________  __________
Signature of authorized representative of proposing Prime Contractor  Date
Warranties and Representations Instructions

Section A must be completed for the Prime Contractor.

1. Insert prime contractor’s legal name.
2. Insert prime contractor’s DUNS #.
3. Insert the Point of Contact (Name, Title, Phone #, Email) for the prime contractor.
4. Indicate Yes (Y) or No (N) if the prime contractor is a nontraditional defense contractor (Note: A nontraditional defense contractor means an entity that is not currently performing and has not performed, for at least the one-year period preceding the issue date of the solicitation, any contract or subcontract for the Department of Defense 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.).
5. Indicate Yes (Y) or No (N) if the prime contractor is a nonprofit research institution.
6. Indicate Yes (Y) or No (N) if the prime contractor will provide at least one third of the total cost of the prototype project out of funds provided by sources other than the Federal Government (i.e. will the project contain at least 1/3 cost share).
7. Indicate Yes (Y) or No (N) if the prime contractor is a small business (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638)).

Section B must be completed if the Prime Contractor is traditional and has proposed nontraditional defense contractors, nonprofit research institutions, or small businesses. Copy, paste, and complete the table found in Section B for each participating nontraditional defense contractor, nonprofit research institutions, or small business.

8. Insert subcontractor/vendor’s legal name.
9. Insert subcontractor/vendor’s DUNS #.
10. Insert the dollar value (cost and fee) to be awarded to the subcontractor/vendor.
11. Insert the Point of Contact (Name, Title, Phone #, Email) for the subcontractor/vendor.
12. Indicate in which specific task/phase(s) of the effort will the subcontractor/vendor be used.
13. Indicate Yes (Y) or No (N) if the subcontractor/vendor is a nontraditional defense contractor (Note: A nontraditional defense contractor means an entity that is not currently performing and has not performed, for at least the one-year period preceding the issue date of the solicitation, any contract or subcontract for the Department of Defense 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.).
14. Indicate Yes (Y) or No (N) if the subcontractor/vendor is a nonprofit research institution.
15. Indicate Yes (Y) or No (N) if the subcontractor/vendor is a small business (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638)).
16. Explain the subcontractor/vendor’s Significant Contribution to the project by answering the questions below.
A - The significant contribution involves developing, demonstrating or providing a key technology. **Please describe what the key technology is; why it is key to the medical technology community, and what makes it key.**

B - The significant contribution involves developing, demonstrating or providing a new technology that is not readily available. **Please describe what the new part or material is and why it is not readily available.**

C - The significant contribution involves use of skilled personnel (such as modeling & simulation experience, medical technology design experience, etc.), facilities and/or equipment that are within the capabilities of the designated nontraditional and required to successfully complete the program. **Please describe the personnel, facilities and/or equipment involved in the proposed program and why they are required to successfully complete the program.**

D - The use of this designated subcontractor/vendor will cause a material reduction in the cost or schedule. **Please describe the specific cost or schedule impact to be realized.**

E - The use of this designated subcontractor/vendor will increase medical technology performance. **Please describe what the performance increase will be attained by the use of this designated nontraditional defense contractor.**

Q1 - What additional capability beyond those described in A through E above does this subcontractor/vendor have that is necessary for this specific effort?

Q2 - In which task/phase(s) of the effort will the subcontractor/vendor be used?

Q3 - What is the total estimated cost associated with the subcontractor/vendor included in the proposal? Note: While cost is an indicator for the level of nontraditional defense contractor participation, there is no particular cost threshold required.

Section C must be signed by an authorized representative of the prime contractor.

**General Guidance**

- Nontraditional defense contractors can be at the prime level, team members, subcontractors, lower tier vendors, or "intra-company" business units, provided that the business unit makes a significant contribution to the prototype project.
- All nontraditional defense contractors must have a DUNS number.
- A foreign business can be considered a nontraditional if it has a DUNS number and can comply with the terms and conditions of the MTEC Base Agreement.
Attachment G – Current & Pending Support Template

Include the requested information for each person who will contribute significantly to the proposed research project

Current
Award Number:
Title:
Funding Agency/Requiring Activity:
Dates of Funding:
Total Awarded Costs:
Role: *(i.e., Principal Investigator, Co-Investigator, etc.)*
Brief summary of the scope of work:

Award Number:
Title:
Funding Agency/Requiring Activity:
Dates of Funding:
Total Awarded Costs:
Role: *(i.e., Principal Investigator, Co-Investigator, etc.)*
Brief summary of the scope of work:

[Add additional fields, if needed, to report all current support]

Pending
Title of Proposal:
Funding Agency/Requiring Activity:
Estimated Dates of Funding:
Proposed Total Direct Costs:
Role: *(i.e., Principal Investigator, Co-Investigator, etc.)*
Brief summary of the scope of work:

Title of Proposal:
Funding Agency/Requiring Activity:
Estimated Dates of Funding:
Proposed Total Direct Costs:
Role: *(i.e., Principal Investigator, Co-Investigator, etc.)*
Brief summary of the scope of work:

[Add additional fields, if needed, to report all current support]
Attachment H – BIDS Instructions

THIS PAGE IS INTENTIONALLY LEFT BLANK. PLEASE SEE THE PRESENTATION BELOW.