

**TO SECTION M DRAFTER: DELETE THIS LEGEND AND THE GUIDANCE NOTES HEREIN AFTER YOU FINALIZE YOUR PARTICULAR SECTION M.**

**This template provides the language used for the typical competitive source selection. However, different evaluation and selection strategies will likely require more tailoring than indicated by the green highlight and therefore should be tailored as needed to meet the needs of the procurement.**

Areas highlighted in yellow identify places in the document that must be updated with information specific to the particular acquisition and situation.

<NOTE TO DRAFTER> areas highlighted in green indicate optional items that require consideration by the Drafter for inclusion in the document.

## Section M - Evaluation Factors for Award

### M-1 EVALUATION FACTORS FOR AWARD

#### I. GENERAL INFORMATION

The Government expects to select **one/more than one** Offeror on the basis of its proposal providing the “best value” to the Government, all factors considered. “Best value” means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that proposals meeting the solicitation requirements with the lowest **cost/price** may not be selected for an award if award to a higher-priced **Offeror or Offerors** is determined to be more beneficial to the Government. However, the perceived benefits of the higher-priced proposal(s) must merit the additional **cost/price**.

<NOTE TO DRAFTER: When the procurement contains multiple lots/requirements, the criteria must contain an explanation of how they will be evaluated. The paragraph below is one example.>

Offerors may propose to Requirement I, Requirement II, or both. Each of these requirements will be evaluated separately. However, the Government’s Technical, Past Performance and Corporate Experience evaluation from one requirement may be used for the evaluation of the other requirement if and where applicable. The best value proposals for each of these requirements will be selected for award to perform the associated requirement.

#### A. EVALUATION PROCESS

<NOTE TO DRAFTER: Use the following two paragraphs for procurements where the Government intends to make award **after Discussions** (ensure FAR clause 52.215-1 Alt I is included as a Section L Clause)>

The Government intends to evaluate each proposal and award a contract after discussions to the responsible Offeror whose offer, conforming to the solicitation, provides the greatest overall

benefit to the Government, all factors considered. When a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, Offerors are cautioned that their initial offer should contain the Offeror’s best terms from a technical, past performance, **corporate experience** and **cost/price** standpoint. The Government may use information other than that provided by the Offeror in its evaluation (past performance information, results of questionnaires, site surveys, cost models, etc.).

Non-compliance with the terms, conditions, or requirements set forth in the solicitation will be considered a deficiency. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.001. Additionally, any approach that relies on Government resources or operations (e.g., Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation changes, etc.) in order to comply with a requirement, unless otherwise allowed, may be considered a deficiency. A proposal assessed with a deficiency will make the offer ineligible for award.

**<NOTE TO DRAFTER: Use the following two paragraphs for procurements where the Government intends to award a contract without discussions.>**

The Government intends to evaluate each proposal and award a contract without discussions to the responsible Offeror whose offer, conforming to the solicitation, provides the greatest overall benefit to the Government, all factors considered. Therefore, Offerors are cautioned that their initial offer should contain the Offeror’s best terms from a technical, past performance, **corporate experience** and **cost/price** standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. When a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may use information other than that provided by the Offeror in its evaluation (past performance information, results of questionnaires, site surveys, cost models, etc.).

Non-compliance with the terms, conditions, or requirements set forth in the solicitation will be considered a deficiency. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.001. Additionally, any approach that relies on Government resources or operations (e.g., Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation changes, etc.) in order to comply with a requirement, unless otherwise allowed, may be considered a deficiency. A proposal assessed with a deficiency will make the offer ineligible for award.

## **B. EVALUATION FACTORS FOR AWARD**

**<NOTE TO DRAFTER: There are many possible combinations regarding the order of importance that can be considered. One example can be found below.>**

Proposals shall be evaluated using the factors, which are listed below, where Technical is the most important factor. Past Performance and Corporate Experience are of equal importance, with each being more important than cost/price. All evaluation factors other than cost/price, when combined, are <NOTE TO DRAFTER: choose one of the following phrases in parentheses> (significantly more important, approximately equal, or significantly less important) than cost/price.

- A. Technical
- B. Past Performance
- C. Corporate Experience
- D. Cost/Price

The proposal must demonstrate to the Government’s satisfaction that the Offeror will provide a program that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate. <NOTE TO DRAFTER: The following sentence relates to cost/price realism and the team must make a conscious decision whether or not to include for the solicitation.> In addition, the Offeror’s technical proposal will be reviewed to determine if it is consistent with the cost/price proposal where applicable, and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

## II. SPECIFIC INFORMATION

### A. TECHNICAL

#### **Technical Factor with two Subfactors Example:**

The Government will evaluate the proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror’s Technical Proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offerors approach.

The following subfactors are of <Note to Drafter: Select one of the following.> equal importance, or descending order of importance.

1. Design (Technical, Support, etc.) - The overall design and its ability to meet the Performance Specification will be assessed. The evaluation will also include an assessment of the Offeror's (evaluation element), (evaluation element), ... and (evaluation element). Emphasis will be placed on (evaluation element), (evaluation element), ... and (evaluation element). <Note to Drafter – see the following list for potential evaluation elements: System Architecture Design, Sub-system Designs, System Performance, system design and qualification test, logistics & Technology, Integration & Installation, Technical Capability, Maintenance Approach, Contractor Flight Ops, etc.>

2. Program, Schedule, and Capability (Management, etc.) - The Offeror's program, schedule and capability (or management approach) will be assessed to determine the extent to which it can perform the work required by the solicitation on schedule and within cost. The evaluation will also include an assessment of the Offeror's (evaluation element), (evaluation element), ... and (evaluation element). Emphasis will be placed on (evaluation element), (evaluation element), ... and (evaluation element). <Note to Drafter – see the following list for potential evaluation elements: Plan to execute the XYZ Program, Proposed SOW/CDRLS, schedule, risk assessment, T&E Program, Capability Maturity Model Integration (CMMI), capability to transition to production, key personnel, phase in/phase out, systems engineering process, facilities, management and mitigation plans, product quality assurance and reliability, management approach, resources, hardware and software configuration management, acquisition logistics support, Commonality, Subcontract Management Strategy.>

The Offeror's strategy for utilizing Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Women-Owned Small Business will be evaluated. Additionally, any proposed small disadvantaged business goal, and the Offeror's use of the Small Business Innovative Research (SBIR) program (if applicable), will be evaluated.

For the Technical factor and each subfactor, a Technical Rating and Technical Risk Rating will be assigned. The Technical Rating is an assessment of compliance with the solicitation requirements and merit, which considers the benefits and detriments related to program performance and operations. The degree of benefit to the Government associated with a strength(s) will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical risk rating considers the risk associated with the technical approach in meeting the requirement. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. <Note to Drafter: For Firm Fixed Price contracts, the reference to increase in costs should be removed from the risk rating language above as well as removed from the definitions below. >

<Note to Drafter: The following applies for programs that use only thresholds - Appreciably exceeding requirements that are expressed as a minimum or threshold requirement can potentially produce performance or operational benefits. Beyond the point where there is no additional performance or operational benefit, risk reduction may be assessed.> <Note to Drafter: The following applies only for programs that use both thresholds and objectives - Appreciably exceeding the threshold in requirements that are expressed with both a threshold and an objective can also potentially produce performance or operational benefits, but only up to the objective. If the objective is also appreciably exceeded, that part could be considered as risk reduction, providing confidence that the objective will be met.> Additionally, a proposal that provides the Government with a capability, service, or resource that is not specifically required,

but benefits the Government can have merit if it appreciably enhances performance and/or operations to benefit the Government.

<Note to Drafter: If no strengths will be assessed, delete the paragraphs above and use the paragraph below, tailoring as necessary:

The Technical Rating is an assessment of compliance with the solicitation requirements and merit, which considers the benefits and detriments related to program performance and operations. However, for this solicitation there is no benefit to the Government of exceeding a requirement or by providing merit that enhances performance or operations. Therefore, no strengths will be assigned and only the Technical Rating definitions of Acceptable, Marginal, and Unacceptable will be used to relate the results of the evaluation. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. The Technical Risk Ratings of Low, Moderate, High, and Unacceptable will be used to relate the results of the evaluation.> <Note to Drafter: For Firm Fixed Price contracts, the reference to increase in costs should be removed from the risk rating language above as well as removed from the definitions below. >

Failure to address part or parts of the technical factor caused by a lack of information may be assessed as a significant weakness or multiple significant weaknesses. A combination of significant weaknesses that increase the risk of unsuccessful contract performance to an unacceptable level may be considered a deficiency.

A technical subfactor assessed to have a “Marginal” or “Unacceptable” Technical Rating or “High” or “Unacceptable” Technical Risk Rating may have a disproportionate impact on the overall Technical Rating or Technical Risk Rating even if it is the least important subfactor. Any subfactor resulting in a Technical Rating of “Unacceptable” or “Marginal”, or a Technical Risk Rating of “High” or “Unacceptable” is considered unawardable and may result in the entire proposal being found unacceptable and eliminated from the competition.

**Technical Factor with no Subfactors Example:**

The Government will evaluate the proposal to determine the Offeror's understanding of, approach to and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical Proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offerors approach. The evaluation will also include an assessment of the Offeror's (evaluation element), (evaluation element), and (evaluation element). Emphasis will be placed on (evaluation element), (evaluation element), and (evaluation element). <Note to Drafter – see the following list for potential evaluation elements: Manning, System Architecture Design, Sub-system Designs, System Performance, system design and qualification test, logistics & Technology, Integration & Installation, Technical Capability, Maintenance Approach, Contractor Flight Ops, Plan to execute the XYZ Program, Proposed SOW/CDRLS, schedule, risk assessment, T&E Program, Capability Maturity Model Integration (CMMI),

capability to transition to production, key personnel, phase in/phase out, systems engineering process, facilities, management and mitigation plans, product quality assurance and reliability, management approach, resources, hardware and software configuration management, acquisition logistics support, Commonality, Subcontract Management Strategy.>

The Offeror's strategy for utilizing Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business will be evaluated. Additionally, any proposed small disadvantaged business goal, and the Offeror's use of the Small Business Innovative Research (SBIR) program (if applicable), will be evaluated.

A Technical Rating and Technical Risk Rating will be assigned. The Technical Rating is an assessment of compliance with the solicitation requirements and merit, which considers the benefits and detriments related to program performance and operations. The degree of benefit to the Government associated with a strength(s) will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. <Note to Drafter: For Firm Fixed Price contracts, the reference to increase in costs should be removed from the risk rating language above as well as removed from the definitions below. >

<Note to Drafter: The following applies for programs that use only thresholds - Appreciably exceeding requirements that are expressed as a minimum or threshold requirement can potentially produce performance or operational benefits. Beyond the point where there is no additional performance or operational benefit, risk reduction may be assessed.> <Note to Drafter: The following applies only for programs that use both thresholds and objectives - Appreciably exceeding the threshold in requirements that are expressed with both a threshold and an objective can also potentially produce performance or operational benefits, but only up to the objective. If the objective is also appreciably exceeded, that part could be considered as risk reduction, providing confidence that the objective will be met.> Additionally, a proposal that provides the Government with a capability, service, or resource that is not specifically required, but benefits the Government can have merit if it appreciably enhances performance and/or operations to benefit the Government.

<Note to Drafter: If no strengths will be assessed, delete the paragraphs above and use the paragraph below, tailoring as necessary:

The Technical Rating is an assessment of compliance with the solicitation requirements and merit, which considers the benefits and detriments related to program performance and operations. However, for this solicitation there is no benefit to the Government of exceeding a requirement or by providing merit that enhances performance or operations. Therefore, no strengths will be assigned and only the Technical Rating definitions of Acceptable, Marginal, and Unacceptable will be used to relate the results of the evaluation. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement.

Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. The Technical Risk Ratings of Low, Moderate, High, and Unacceptable will be used to relate the results of the evaluation. <Note to Drafter: For Firm Fixed Price contracts, the reference to increase in costs should be removed from the risk rating language above as well as removed from the definitions below. >

Failure to address part or parts of the technical factor caused by a lack of information may be assessed as a significant weakness or multiple significant weaknesses. A combination of significant weaknesses that increase the risk of unsuccessful contract performance to an unacceptable level may be considered a deficiency.

Offerors are advised that during the evaluation process, a Technical Rating of “Unacceptable” or “Marginal”, or a Technical Risk Rating of “High” or “Unacceptable” is considered unawardable and may result in the entire proposal being found unacceptable and eliminated from the competition.

## **B. PAST PERFORMANCE**

The Government will evaluate the Offeror’s (defined in Section III., B. Other Evaluation Definitions) and (if applicable) it’s principal entities’ demonstrated past performance in delivering quality products and services similar to the solicitation requirements for Engineering and Manufacturing Development (EMD), Low Rate Initial Production (LRIP) and Full Rate Production (FRP). The past performance evaluation will be based on customer feedback of contracts in the performance areas of Technical, Schedule, Cost, Management and Small Business Utilization. The recency and relevancy of the contract and past performance information, source of the information, context of the data, and general trends in contractor’s performance will be considered. However, only performance on recent and relevant contracts will be considered in the evaluation. Relevancy is defined in Section III., B. Other Evaluation Definitions. Problems not addressed by the Offeror will be considered to still exist. However, consideration for discounting problems may be given when those problems are addressed through demonstrated systemic improvement. The degree to which the Offeror can demonstrate that it has successfully applied systemic improvement to resolve past performance problems will be evaluated.

A separate Performance Confidence Assessment Rating will be assigned based on an integrated assessment of all performance areas. This assessment will address the Government’s level of confidence in the Offeror’s ability to successfully perform the required effort based on the Offeror’s (including principal entities’) relevant past performance and systemic improvement. In the case of an Offeror without a record of past performance or for whom information on past performance is not available, the Offeror will receive a rating of “Unknown” which is considered a “Neutral” rating. Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. As such, the term “performance record” in the Performance Confidence Assessment Rating definition is referring to the records that indicate how well the Offeror has performed on recent/relevant work (e.g., CPARs and questionnaires). When proposals are received from contractor entities specifically formed to propose on a particular

acquisition (e.g., teams, joint ventures, etc.), the past performance evaluation will consider each individual team member.

### **C. CORPORATE EXPERIENCE**

The Government will evaluate the Offeror’s and its principal entities’ demonstrated corporate experience based on contracts deemed recent and relevant in the past performance evaluation. A comparative analysis of each of these contracts will be conducted to determine the similarity between the corporate experience and the future effort as proposed; and to identify any attribute that is germane to the corporate experience evaluation including recency and frequency of effort to be used in the assessment of breadth, depth and associated impact.

The breadth and depth of the corporate experience will be assessed for each element to predict how the Offeror may perform on the future effort. The evaluation will include an assessment of the following elements: (1) evaluation element, (2) evaluation element, ... and (n) evaluation element. <NOTE TO DRAFTER – See the following list for potential evaluation elements: Design, Development, Production of Similar product, Integration, Installation, logistics, supportability, coordinating government and contracting teams, managing subcontracting teams, performing supply and on-site depot support for similar a/c platforms, Systems Engineering, IT, and Security.>

Breadth is the degree to which the principal entities have performed/managed the effort(s) similar to that required by the solicitation as they relate to the element. Depth is the extent to which each activity/task of the effort was performed (e.g., frequency and amount of time) to gain a certain level of proficiency. The frequency, amount of time, recency, or other proficiency indicating attributes within a contract and across contracts are germane to this assessment versus solely relying on the number of contracts, although the number of contracts may contribute to this assessment. The complexity of the effort/task will be considered when assessing the extent of depth needed to be proficient (e.g., high on the learning curve).

The experience considered in this evaluation will only relate to Corporate Experience, which is the experience gained through contracted work, vice the experience of the Offeror's personnel. Therefore, personnel experience is not part of the Corporate Experience factor and will not be considered.

A separate Performance Confidence Assessment Rating will be assigned based on an integrated assessment of all elements. This assessment will address the Government’s level of confidence in the Offeror’s ability to successfully perform the required effort based on the Offeror’s and its principal entities’ corporate experience. The Government will evaluate whether, and to what extent, an Offeror has performed similar work. As such, the term “performance record” in the Performance Confidence Assessment Rating definition is referring to the records that indicate the degree to which the Offeror has previously performed recent/relevant work (e.g. contracts). Lack of relevant experience could result in an adverse Performance Confidence Assessment rating. When proposals are received from contractor entities specifically formed to propose on a particular acquisition (i.e. joint ventures), the corporate experience evaluation will consider each individual team member.



**D. COST/PRICE**

<NOTE TO DRAFTER The following are examples to the Drafter for consideration: Hybrid type contract (has Cost type (CPFF) and Price type (FFP) CLINs) with cost realism analysis and price reasonableness for a Design and Development Program with a single factor and a FFP for a Trainer CLS program with Labor Hours and Travel/ODC Cost CLINs.>

**Development Program with both CP & FP CLINs and a Single Factor Example:**

Each Offeror’s proposal for the <Contract Name> contract costs shall be evaluated to determine if it contains no material imbalances.

The CPFF CLIN <List CLINs> for the <Contract Name> contract cost will be evaluated for realism and completeness. For CPFF CLINs, costs (i.e., labor, material, rates, escalation, and any other predictable costs of performance) which do not reflect the most probable cost at contract completion will be adjusted. A proposal that is neither realistic nor justified may result in a higher most probable cost. The Offeror’s proposed <Contract Name> costs may be adjusted for the purpose of the evaluation based on the results of the technical evaluation to include program schedule analysis.

The FFP CLINs <List CLINs> will be evaluated for reasonableness. <NOTE TO DRAFTER - Insert if planning to conduct Price Realism.> Also, the FFP CLINs <List CLINs> will be evaluated for realism by determining consistency between the Technical and Cost/Price proposals. For FFP CLINs, inconsistencies between the Technical and Cost/Price proposals may be assessed as proposal risk under the Technical factor.

<NOTE TO DRAFTER: For Data Rights, the SSEB should have a clear understanding that Reasonableness is due to competition per FAR15.305(a)(1) and 15.404-1(b)(2)(i). No further cost evaluation is performed.> The Firm Fixed Price (FFP) License/Data Rights Option CLINs (XXXX) will be evaluated for reasonableness per FAR 15.305(a)(1). <NOTE TO DRAFTER: The following is recommended; however, if SSEB desires, the Data Rights CLIN may be included in the TEC definition> The Total Evaluated Cost, as defined below, will not include the Firm Fixed Price (FFP) License/Data Rights Option CLINs (XXXX).

The proposed Contractor Work Breakdown Structure (CWBS) will be used to identify all program costs in the <Contract Name> proposal.

Adjustments will be made to <Contract Name> proposal for all Government incurred costs associated with accomplishing the Offeror’s proposed program, including the use of Government Production and Research Property and Government Furnished Property, except where costs are equal among Offerors.

The Total Evaluated Cost/Price (TEC/P) is defined as the sum of the following:

- a) The evaluated cost for TMRR CPFF CLINs <List CLINs> will be either the Offeror’s proposed cost or the Government’s Most Probable Cost (MPC), whichever is higher, plus the proposed fixed fee dollar amount;
- b) The evaluated cost for the EMD CPFF CLINs <List CLINs> will be either the Offeror’s projected cost or the Government’s Most Probable Cost (MPC), whichever is higher, plus the projected fixed fee dollar amount;
- c) The total proposed price for FFP CLINs <List CLINs>;
- d) <NOTE TO DRAFTER: Insert As Applicable, for HUBZone> Large business Offerors may be adjusted upward by 10% per FAR 52.219-4.
- e) Costs to the Government (e.g., Government Property required by the Offeror to implement its approach). These costs include all Government costs required to accomplish the Offeror’s proposed approach with the exception of those costs to the Government that are equal among all Offerors.

### End of Development Program with Both CP & FP CLINs and a Single Factor Example

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### FFP Trainer CLS Program with LH and TRAVEL/ODC COST CLINs Example:

The Firm Fixed Price (FFP) CLINs (XXX, XXX, XXX, etc.), the Labor Hour (LH) CLINs (XXX, XXX, etc.), and the Cost Reimbursable CLINs (XXX, XXX, etc.) shall be evaluated for reasonableness and to determine if the CLINs contain no material imbalances. <NOTE TO DRAFTER: Use when price realism is desired - Also, the Government will evaluate the following Firm Fixed Price (FFP) CLINs (CLINs (XXXX, XXXX) and Labor Hour (LH) CLINs (XXX, XXX, etc.), for realism by determining consistency between the Technical and Price proposals. The Offeror’s proposed labor costs will be compared to the Offeror’s proposed staffing and manning approach (including, but not limited to, skill mix, rates and build up) to ensure that the prices proposed are consistent with the proposed technical approach. Inconsistencies between the Technical and Price proposals may be assessed as a proposal risk under the Technical evaluation.>

In its evaluation, the Government may use commercial published data, same or similar DoD contracts, Government estimates, industry standards, DCAA audit information, or other information as deemed appropriate by the Government. In addition, adjustments will be made for evaluation purposes to include all Government costs required to accomplish the Offeror’s proposed approach with the exception of those costs to the Government that are equal across all Offerors (e.g., additional Government Property required by the Offeror to implement its approach).

The Total Evaluated Price is the sum of the Base Period CLIN/SLIN amounts, all corresponding Option Period CLIN/SLIN amounts, and FAR Clause 52.217-8 Option to Extend Services CLIN/SLIN amounts as defined below, and Costs to the Government, except where equal among offers:

**BASE PERIOD (CLINs 00XX):**

1. The Total Estimated Amount for Fixed Price CLINs <List CLINs> is defined as the average of all SLINs’ Estimated Amounts within each respective CLIN. The average is defined as the sum of all SLINs Estimated Amounts divided by the total number of SLINs for that CLIN.
2. The Total Estimated Amount for Fixed Price and Labor Hour CLINs <List CLINs> is defined as the Proposed Unit Price or Rate multiplied by the Estimated Quantity for that CLIN.
3. The Total Estimated Amount for Fixed Price and Labor Hour CLINs <List CLINs> is defined as the sum of all SLINs’ Estimated Amounts within each respective CLIN. The SLIN Estimated Amount is defined as the proposed Unit Price or Rate multiplied by the Estimated Quantity for that SLIN.
4. The Total Estimated Amount for Cost Reimbursable CLINs/SLINs <List CLINs> is defined as the Government Estimated Amount identified in Cost/Price Attachment L-8 (Supplies Services Prices) plus any proposed mark-ups or burdens. Offerors must clearly indicate the total mark-up or burden rate, and the individual cost elements that make up the mark-up or burden rate in its proposal. Fee or profit is not allowable in CR CLINs and will not be included as part of the mark-up or burden rate.

**OPTION PERIODS 1-4 (CLINs 01XX-04XX) and FAR 52.217-8 (Option to Extend Services clause):**

1. The Total Estimated Amount for Fixed Price CLINs <List CLINs> is defined as the average of all SLINs’ Estimated Amounts within each respective CLIN. The average is defined as the sum of all SLINs Estimated Amounts divided by the total number of SLINs for that CLIN.
2. The Total Estimated Amount for Fixed Price and Labor Hour CLINs <List CLINs> is defined as the Proposed Unit Price or Rate multiplied by the Estimated Quantity for that CLIN.
3. The Total Estimated Amount for Fixed Price and Labor Hour CLINs <List CLINs> is defined as the sum of all SLINs’ Estimated Amounts within each respective CLIN. The SLIN Estimated Amount is defined as the proposed Unit Price or Rate multiplied by the Estimated Quantity for that SLIN.
4. The Total Estimated Amount for Cost Reimbursable CLINs <List CLINs> is defined as the Government Estimated Amount identified in Price Attachment L-8 (Supplies Services Prices) plus any proposed mark-ups or burdens. Offerors must clearly indicate the total mark-up or burden rate, and the individual cost elements that make up the mark-up or burden rate in its proposal. Fee or profit is not allowable in CR CLINs and will not be included as part of the mark-up or burden rate.
5. The solicitation/contract contains the clause FAR 52.217-8, Option to Extend Services. The Government will evaluate the price of this Option in the Total Evaluated Price by taking the Government’s Total Evaluated Price for the 4<sup>th</sup> Option period (CLINs 04XX), and dividing this value by “2”.

**COSTS TO THE GOVERNMENT:**

1. Costs to the Government (e.g., Government Property required by the Offeror to implement its approach). These costs include all Government costs required to

accomplish the Offeror’s proposed approach with the exception of those costs to the Government that are equal among all Offerors.

<NOTE TO DRAFTER: Insert as applicable for HUBZone> The total evaluated costs for large business Offerors may be adjusted upward by 10% per FAR 52.219-4.

**End of FFP Trainer CLS Program with LH and TRAVEL/ODC Cost CLINS**

**III. DEFINITIONS**

**A. EVALUATION RATINGS AND RISK ASSESSMENT DEFINITIONS –**

**EVALUATION RATINGS DEFINITIONS**

Technical Ratings: The Technical Rating assignments reflect the Government's assessment of the Offeror’s technical solution for meeting the Government’s requirement.

Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

<NOTE TO DRAFTER: If no Strengths will be assessed, remove Outstanding and Good Technical Ratings in the table above. >

**RISK ASSESSMENT DEFINITIONS**

Technical Risk Rating: The risk assignments reflect the Government’s assessment of potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. <NOTE TO DRAFTER: For Firm Fixed Price contracts, the reference to increased cost should be removed to the risk rating definitions. >

Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of

	weaknesses, which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses, which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

**PERFORMANCE CONFIDENCE ASSESSMENT DEFINITIONS**

<b>Rating</b>	<b>Description</b>
Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

For the Past Performance factor, the Performance Confidence Assessment rating assignments reflect the Government’s confidence that the Offeror will successfully perform the solicitation’s requirements based on the Offeror’s relevant past performance and systemic improvement.

For the Corporate Experience factor, the Performance Confidence Assessment rating assignments reflect the Government’s confidence that the Offeror will successfully perform the solicitation’s requirements based on the Offeror’s previous experience. Neutral Confidence is not applicable to the Corporate Experience factor evaluation.

**B. OTHER EVALUATION DEFINITIONS**

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 contract performance.
Risk Reducer	An aspect of an Offeror’s proposal that reduces risk in a way that will be advantageous to the Government during contract performance.
Weakness (FAR 15.001)	“Weakness” means a flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness (FAR 15.001)	A “Significant Weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
Uncertainty	An aspect of the proposal that affects the Government’s ability to determine if a requirement will be met. Note that an uncertainty will result in a Marginal Technical Rating.
Deficiency (FAR 15.001)	“Deficiency” is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Reasonableness (from FAR 31.201-3)	A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. What is reasonable depends upon a variety of considerations and circumstances, including: (1) Whether it is the type of cost generally recognized as ordinary and necessary for the work to be performed; (2) The contractor's responsibilities to the Government.
Cost Realism (FAR 2.101)	“Cost Realism” means that the costs in an Offeror’s proposal: (1) Are realistic for the work to be performed; (2) Reflect a clear understanding of the requirements; and (3) Are consistent with the various elements of the Offeror’s technical proposal.
Completeness	The adequacy of the cost proposal, in relation to the SOW, considering whether all costs are included or accounted for. All SOW requirements must be included.
Recency	A measure of the time that has elapsed since the past performance or corporate experience reference occurred. Recency is generally expressed as a time period during which past performance or corporate experience references are

	<p>considered relevant. Past performance or corporate experience references that are older than 5 years from the due date of the proposal is not considered recent and therefore is not considered relevant. As it pertains to recent past performance, the more recent past performance references are considered better indicators of future performance.</p> <p>Additionally, as it pertains to recent corporate experience, more recent corporate experience is considered better indicators of future performance.</p>
<p>Relevancy</p>	<p>A measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance or corporate experience examples and the source solicitation requirements; and a measure of the likelihood that the past performance or corporate experience is an indicator of future performance. &lt;NOTE TO DRAFTER: Typical Relevancy levels are; 2 Levels, “Relevant and Not Relevant” or 3 Levels, “Very Relevant, Somewhat Relevant, and Not Relevant”. &gt;</p>
<p>Very Relevant</p>	<p>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.</p> <p>For this solicitation, a past contract is considered to have essentially the same scope, magnitude, and complexity as the solicitation when the past contract involved .....&lt;define specifics&gt;</p>
<p>Relevant</p>	<p>Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.</p> <p>For this solicitation, a past contract is considered to have similar scope, magnitude, and complexity as the solicitation when the past contract involved.....&lt;define specifics&gt;</p>
<p>Somewhat Relevant</p>	<p>Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.</p> <p>For this solicitation, a past contract is considered to have some of the scope, magnitude, and complexity as the solicitation when the past contract involved .....&lt;define specifics&gt;</p>

<p>Not Relevant</p>	<p>Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires (i.e., does not meet the above definitions of VR, SR, or R); or contracts or the portion of those contracts submitted by the Offeror that meet any of the conditions below:</p> <ul style="list-style-type: none"> <li>i. Contracts from an entity that does not have a defined role and responsibility identified in Table ES-1 (Offeror Summary);</li> <li>ii. Contracts from an entity that does not have any work that matches the entity’s proposed role and responsibility identified in Table ES-1 (Offeror Summary);</li> <li>iii. Contracts from any entity that is not a principal entity, including those who does not demonstrate the requisite work share in the Cost/Price Volume;</li> <li>iv. Contracts from a different physical location (e.g., with different CAGE code/DUNS) than the entity proposed in Table ES-1 (Offeror Summary); or</li> <li>v. Contracts, or those portions of contracts, whose performance is older than 5 years from the proposal due date. (If only a portion of a contract is older than 5 years, then only that portion is not relevant for reasons of recency.)</li> </ul>
<p>Principal Entities</p>	<p>Principal entities are entities proposed as the Offeror/Prime, JV, and JV team members as well as any subcontractor, Corporate Parent, Division, Subsidiary, or Affiliate that is proposed to perform 20% of the total proposed price/cost. Only those entities that meet the definition of principal entity will be considered in the Past Performance or Corporate Experience evaluations.</p>