Section L - Instructions, Conditions and Notices to Bidders

L – 1 CONTENT OF PROPOSALS

PART A GENERAL INSTRUCTIONS.

1.0 GENERAL.

1.1 The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

1.2 In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

1.3 The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or element clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

1.4 The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

1.5 Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total price/cost (excluding the Offeror's profit/fee), for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

2.0 ELECTRONIC PROPOSAL FORMAT.

2.1 This section is intended to provide information to the Offeror on the electronic format and application software to be used for submitting proposals. Do not submit hard copy proposals for this solicitation. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and upload proposals and will ensure the proposals received are suitable for reading electronically during evaluation.

2.2 Proposals must be formatted using a Times New Roman 12 pt. Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11-inch paper. All pages should be numbered with section and page numbers. All pages should be numbered with section and page numbers. Graphs and tables shall be presented in no smaller than Times New Roman 10 pt. Normal fonts should contain a grid, which allows values to be read directly from the graph. Graphs and Tables that fit on an 8.5" X 14" printed page will be counted as one page. Drawing may be of any size and will count as one page. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented. When using Government supplied templates (e.g. Attachment P1), no modifications to font or scaling required. All proposal documents must be compatible with the Microsoft Office 365 and/or the latest Adobe Acrobat Reader Portable Document Format (PDF), where applicable.

2.3 The Offeror is responsible for ensuring electronic proposals are virus free and shall run an anti-virus scan before submission. Offerors may use hyperlinks within and among proposal volumes that do not include price information. However, there shall be no links from any other volume into the Price Volume or into any other portion of the proposal that contains price information. In order to reduce file sizes, the Offeror shall not embed sound or video (e.g., MPEG) files within the proposal submission. The Offeror is encouraged to simplify the color palette used in creating figures; and minimize size of graphics files; and avoid scanned images.

3.0 PROPOSAL CONTENT AND VOLUMES.

3.1 The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information shall be structured such that its Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror shall provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, section, and element, etc., in the Offeror's proposal.

3.2 Each volume of the proposal shall be submitted as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. Page limitations for each volume, if any, are also specified in the table below; title and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

3.3 Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in "Part B Specific Instructions." Page limitations for Annexes, if any, are specified below. The authorized Annexes are summarized in the table below.

Table 1: Proposal Volume and Page Limit Summary

Volume Number	Section	Volume Title	Page Limits	Copies Required
1	B.2	TECHNICAL PROPOSAL	As indicated below	*1 electronic file*
	B.2.2	Understanding of the Work B.2.2.1 SOW Approach B.2.2.2 Sample Tasks	22 pages (22 pages total for B.2.2.1 and B.2.2.2)	
	B.2.3	Workforce B.2.3.2 Staffing Plan B.2.3.3 Key Personnel Resumes	As indicated below 10 pages 2 pages each	
2	B.3	PAST PERFORMANCE	No Page Limit	*1 electronic file*
Attachment P3		Past Performance Information Form	No Page Limit	*1 electronic file*
Attachment P4		Contractor Performance Assessment Questionnaire (CPAQ)	No Page Limit	*1 electronic file*
Annex 1		Past Performance SOW/PWS	No Page Limit	*1 electronic file*
Annex 2		Past Performance Cross Reference Matrix (CRM)	2 pages per past performance contract/task order reference	*1 electronic file*
3	B.4	Price/Cost	*No Page Limit*	*1 electronic file*
	B.4.2	Ground Rules and Assumptions	No Page Limit	*1 electronic file*
Attachment P1		Cost Summary Spreadsheet	No Page Limit	*1 electronic file*

Attachment P2		Fully Burdened Labor Rate Spreadsheet	No Page Limit	*1 electronic file*
Attachment P5		Direct Labor Rates Spreadsheet	No Page Limit	*1 electronic file*
Annex 3		Accounting System & DCAA/DCMA Info	No Page Limit	*1 electronic file*
Annex 4		Letters of Intent (Contingent Hires)	No Page Limit	*1 electronic file*
Annex 5		Payroll & Rate Substantiation Data	No Page Limit	*1 electronic file*
Annex 6		Offeror Summary & Compliance *(Signed SF33, Reps & Certs, OCI, Subcontracting Limits)*	No Page Limit	*1 electronic file*

3.4 Each volume shall contain the following information:

(a) Cover and title page
(b) Title of proposal and proposal number as applicable
(c) Offeror's name, address, and POC
(d) RFP number
(e) Proposal volume number

(f) Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements.)

3.5 The Offeror shall submit a Cross Reference Matrix (CRM) for the technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	**Government RFP Requirement**	**Section M – Evaluation Factor**	**Offeror's Proposal Reference**	**CLIN Reference**
Volume 1 Technical	Example: Section L, Para 2.1 Note: This column shall address all subparagraphs.	2.1	Provide reference to Offeror's Proposal Volume 2 – Technical. Example: Refer to appropriate page number in Offeror's written proposal.	
Volume 1 Technical				
Volume 1 Technical				

3.6 Questions regarding the solicitation shall be submitted via email to the contract specialist at taylor.l.grau.civ@us.navy.mil. Each question or comment should reference the applicable document, page number, and paragraph number. Offerors shall not include any proprietary information in a question, because the Government will provide the question and answer to all potential offerors.

3.7 All questions must be submitted no later than 4:00 PM Eastern Time on the 10th calendar day after the date that this solicitation is issued. Questions received after the deadline above may be answered at the Government's sole discretion.

4.0 ELECTRONIC PROPOSAL SUBMISSION.

4.1 All volumes of the proposal shall be submitted electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) at https://piee.eb.mil. No other submissions, such as mail, hand-carried, or other electronic system (e.g., DOD SAFE) are authorized by the solicitation unless specifically authorized by the Contracting Officer pursuant to paragraph 4.1 below. For instructions on how to post an offer, please refer to the Posting Offer demo:

4.2 It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the site based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in PIEE if they want to submit their proprietary proposal information separate from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

4.3 The Offeror shall confirm the Government's receipt of proposals and all electronic communications from the Government. Screen shots of the submission should also be taken to validate a submission was accepted in the PIEE system. The Government is not obligated to search for incorrectly submitted proposals in PIEE.

4.4 The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP. The Government encourages offeror to submit the Past Performance Volume information [14] days prior to the submission date specified in Block 9 of the SF 33 of the RFP.

4.5 If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Contractor shall immediately notify the Contracting Officer. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The notification may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The Offeror shall obtain written approval from the Contracting Officer to submit the proposal via an alternate method as shown in paragraph 4.2 or the Contracting Officer may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

4.6 The following alternate methods may be utilized when authorized by the Contracting Officer in accordance with paragraph 4.1.

4.6.1 Contractor Proposals Submitted by Carrier: The Offeror shall submit electronic CD-ROM proposals via United States Postal Service or through a commercial carrier with next day delivery using the address provided below.

NAVAL AIR WARFARE CENTER AD-PAX
Code: A52515 Stacey Stone/ Taylor Grau
21983 BUNDY ROAD, BLDG 441
Solicitation Number: N0042126R1009

4.6.2 Hand Carried Proposals: Hand carried proposals must be delivered to the address above, attention Stacey Stone (PCO) or Taylor Grau (Contract Specialist). If a proposal or amendment is hand carried, the Contractor must have current base access to delivery of the proposal. Without base access, the Contractor may not get beyond the installation security gate to deliver its proposal. Guards are not authorized to accept proposals. Each Volume shall be on a separate CDROM. Delivery time shall be coordinated with the contracting office to ensure availability to sign for the package.

4.6.3 Regardless of which alternate method is used, the Offeror shall package the CD-ROMs in the most efficient manner possible grouping like volumes to the maximum extent possible. Each Volume shall be on a separate CDROM. The package shall include all proposal volumes including the digitally signed document(s) submitted as part of the Cost/Price Volume. The package shall include a packing slip detailing the contents to include the volume number, title, and copy number. Also, the package shall be stamped or marked "Controlled Unclassified Information" and "Source Selection Information – See FAR 2.101 and 3.104."

5.0 CLASSIFIED DATA.

All proposals must be UNCLASSIFIED.

6.0 SOLICITATION CHANGES.

For notice of any changes and additional information provided by the Government for this solicitation, please go to https://beta.sam.gov/.

PART B SPECIFIC INSTRUCTIONS.

B.1. GENERAL

B.1.1 All Cost or pricing information shall only appear in the Price/Cost volume.

B.2 VOLUME 1: TECHNICAL.

B.2.1 The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The Offeror shall address the following three technical elements in the proposal:

B.2.2 Understanding of the Work.

B.2.2.1 Statement of Work Approach.

(a) The offeror shall provide a written narrative of the Offeror's understanding and proposed capability to perform the requirements of the following Statement of Work (SOW) tasks (paragraphs): 3.2.1.2, 3.2.1.11, 3.2.1.15,

3.2.2.10, and 3.2.3.13.

3.2.1.2 -The contractor shall provide support in the development/establishment of technical and performance requirements in support of flight control systems design and evaluation, and reporting efforts. This shall include: consideration of test processes and objectives, data acquisition, reduction, and analysis, and test documentation/test resource requirement development of flight control components and systems.

3.2.1.11-The contractor shall provide flying qualities and performance assessment of requirements development, air vehicle design, piloted and non-piloted simulations, and technical interchanges for aircraft flight control systems, related subsystems, and components. The contractor shall generate advantages and impacts of requirements review for the government team to consider which shall be consistent with program (customer) goals.

3.2.1.15-The contractor shall design, develop, and integrate control law algorithms using modeling, requirements tracing, auto code generation, and/or other methods as required to evaluate performance, stability, and robustness.

3.2.2.10-The contractor shall provide support in reviewing acceptance test procedures and environmental screening procedures for flight control systems, as well as related subsystems, or components under production/deployment. The contractor will also provide recommendations regarding their adequacy in preventing production products from being delivered with workmanship defects.

3.2.3.13-The contractor shall provide support in conducting engineering analyses of flight control and related subsystem data associated with engineering investigations (EIs) received from the fleet. The support of any analysis shall focus on determination of root cause, the residual safety risk to the fleet and recommended mitigation actions to lower the overall risk to the fleet.

(b) The narrative shall include:

1. A detailed description of the approach, including a step-by-step procedure and methodology which would be used in accomplishing each of the tasks in the SOW paragraphs listed above.

2. Identify any risks that may impact successful performance and actions required to mitigate the risks.

3. Identify reference documents that would be utilized to perform the SOW tasking.

4. Provide a product outline describing what the expected deliverable(s) would be as a result of the tasking.

B.2.2.2 Sample Tasks.

(a) The Offeror shall provide written responses to the three sample tasks below. The offeror is forewarned that the sole purpose of evaluating responses is to test the offeror's understanding of the technical requirements of the resultant contract. Offerors shall demonstrate in a clear and detailed manner that they have a comprehensive understanding of the task and problems inherent in providing services of the scope outlined in each sample task. Unique methods of resolving problems identified in the sample task(s) below are encouraged, however, be mindful of the need for timely accomplishment of objectives with minimal risk to program achievement, schedule, and cost. The Offeror shall not assume that the Government evaluators possess any knowledge or familiarity with their company or approach in their proposal.

(b) Each sample task response shall include at a minimum the following information:

Team - Provide a breakdown of the labor categories required to complete the task; do not include cost.

Technical Approach - Provide a detailed description of the technical approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task.

Performance Risk Analysis - Identify contingent events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are likely to occur and that would pose serious problems. Provide mitigation strategies for each identified risk.

Models & Tools - Identify the models and/or other tools that would be utilized to perform the task.

Products - Provide a list of recommended products (deliverables) generated from the task, ensuring alignment with the technical requirements of the resultant contract.

(c) Sample Task Descriptions

Sample Task 1: Root Cause Analysis. Root cause analysis from Engineering Investigations (EIs) of fielded F/A-18 E/F and EA-18 G Attitude Heading Reference Sensors (AHRS) have revealed a manufacturing defect resulting in delayed lasing that impacts performance. Discuss your approach for determining the effectivity of the problem and how you would go about assessing the residual safety risk to the fleet. Hazard Risk Index (HRI) is rated as an 8 (Remote/Catastrophic). Discuss what actions you would recommend to the Flight Controls Branch leadership to address the issue.

Sample Task 2: Engineering Effort, Qualifying for Full Authority Use. Discuss the engineering efforts required to qualify an angle-of-attack transmitter for use in a full authority digital fly-by-wire flight control system for a fixed wing tactical aircraft such as, the F/A-18 E/F.

Sample Task 3: Critical Item Safety of Flight Part Failure**.** A bolt used in a critical safety of flight control system linkage was found cracked during an area inspection during routine maintenance. Further investigation shows the bolt has the proper part number, but incorrect material properties. Discuss what actions you would recommend to the Flight Controls Branch leadership to address the issue.

B.2.3 Workforce.

B.2.3.1 General. The Offeror shall propose personnel that meet all labor category requirements.

B.2.3.2 Staffing Plan.

The Offeror shall describe in sufficient detail the following:

A staffing plan that addresses the roles and responsibilities of personnel proposed for this effort, including any proposed subcontractor, consultant, or teaming arrangements. The Offeror shall also state the availability of personnel, including subcontractors/consultants proposed for this effort, specifically describing the number of personnel that are readily available, contingent hires, and prospective hires. For current employees and contingent hires, the staffing plan shall address the current security clearance level held by each employee (specific names shall be included). For personnel who are not current employees or contingent hires, Offerors shall describe their plan for hiring qualified personnel.

B.2.3.3 Key Personnel.

Table 2: Key Labor Categories

Key Labor Categories	**BLS#**	**Resumes Required**	**Position Location**
Aerospace Engineer, Senior (Secret)	17-2011	1	Patuxent River, MD
Aerospace Engineer, Senior (Top Secret)	17-2011	1	Patuxent River, MD
Aerospace Engineer, Senior (Top Secret)	17-2011	1	Remote

(a) For all proposed current or contingent Key Personnel, provide a resume of the work assignments, training, etc., that demonstrates the experience and specialized qualifications of each person proposed. Resumes shall contain, at a minimum, the following information:

1. Employee name
2. Years of employment experience in chronological order, including narrative description of duties and responsibilities
3. Current position, title and employer
4. Educational history Institution name, degree or certification earned, and year for all degrees or certifications earned
5. Current level of security clearance (i.e. TS, Secret w/ SSBI, Secret, or none) and status (i.e., final, interim, or pending submission, or N/A) at time of proposal submission.

(b) The Government may check educational background to verify degrees or certifications received.
If the qualification (i.e. education, experience) does not readily or easily compare to the minimum qualification stated in the SOW, the Offeror shall provide an explanation as to the equality of the proposed personnel to meet the minimum qualification. Offerors shall assume the Key Personnel proposed for Year 1 will remain in place for the entire period of performance (Years 1 through 5). Any actual substitution of Key Personnel after contract award shall be governed by the Key Personnel clause of this contract and requires prior written approval from the Contracting Officer.

(c) No prospective hires shall be proposed as Key Personnel. Only current and contingent personnel shall be proposed as key personnel.

B.3 VOLUME 2: PAST PERFORMANCE.
B.3.1 General
B.3.2. Past Performance Information Form (Attachment P3).

(a) The Offeror shall complete the Past Performance Information Form, Attachment P3, for each past performance reference (contract or delivery/task order) performed within the last five (5) years of the solicitation release date.

(b) Quantity Limits: The Offeror shall submit:

(1) No more than five (5) forms as the Prime Contractor;

(2) No more than two (2) forms for each principal subcontractor; and

(3) No more than two (2) forms for each JV team member.

(c) Delivery/Task Orders: For contract references that contain delivery/task orders, additionally provide the work description(s) for each specific delivery/task order deemed relevant by the Offeror to this solicitation's requirements.

(d) Subcontractor Performance: For contract references where the Offeror performed as a subcontractor, the Offeror shall clearly identify the applicable portion of the contract requirements that they performed.

(e) Relevancy Narrative: The Offeror shall provide a narrative on each Past Performance Information Form, Attachment P3, in the "Contract Effort Description" area. This narrative shall clearly describe how each contract reference has relevant work effort that matches the relevancy definitions specified in Section M of this solicitation. Information shall be concise enough to fit within the limitations of the form.

B.3.3. Subcontractor/JV Team Member Consent.

(a) The Offeror shall submit written consent from its principal subcontractor(s) and JV team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror.

(b) If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor or JV Team member, and the Offeror will forfeit the opportunity to participate in any related discussions.

(c) Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address of the point of contact with whom the Government may address any past performance issues.

B.3.4. Past Performance Annexes.

(a) Annex 1 (SOW/PWS): Offerors shall provide the Statement of Work (SOW)/Performance Work Statement

(PWS) in Annex 1 for each contract/task order reference. If a proposed subcontractor performed the work, the Offeror shall submit the subcontractor's SOW/PWS.

(b) Annex 2 (Cross Reference Matrix): Offerors shall cross-reference how each provided contract aligns to the RFP SOW. The Offeror shall submit a Cross Reference Matrix (CRM), Annex 2, similar to the example below.

(c) Page Limits: Past Performance CRMs shall be no more than two pages per Past Performance reference contract/task order.

Table B-1: Example Past Performance Cross Reference Matrix (CRM)

Contract Number (List Order Number, if Applicable) Identified in Attachment P3	N00421-26-R-1009 SOW Paragraph	Annex 1 Reference SOW Paragraph
	3.3.1	
	3.3.2	
	3.3.3	

The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance within the recency period specified above, for that contract/order will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit a Contract Performance Assessment Questionnaire (CPAQ), Attachment P4, to the Program Manager, Contracting Officer Representative (COR), or Technical Point of Contact (TPOC), who is a Government employee and the Assessing Official. The Offeror shall include instructions for the Assessing Official to send completed questionnaires within two weeks of its receipt via e-mail to thereby allowing the Assessing Official approximately two weeks to complete their response. All CPAQs should be received by the Government concurrently with the Offeror's proposal

B.4 VOLUME 3: PRICE/COST PROPOSAL.

B.4.1 Volume Content.

B.4.1.1 This Volume shall also contain the following Contract Compliance information specified below:

(i) Offeror Summary Table: The Offeror shall complete the table below. The Offeror shall include all subcontractors JV team members who will be involved with the performance of the contract and list all sites where the work will be performed. If a JV teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also, provide a definition of the legal relationship between the entities if it is other than a prime/subcontractor relationship.

(ii) Offeror Summary Table

Table B-2: Offeror, Subcontractor, and Joint Venture Workshare Summary

Contractor Name (Indicate Prime, JV Team Member, or Sub)	Place of Performance/	CAGE CODE/DUNS #	Brief Work Description and/or Program Responsibility	% of Total Proposed Price

(iii) Signed SF33 or SF1449 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response.

(iv) Signed Representations, Certifications, and Acknowledgements and/or System for Award Management (SAM) printout.

(v) Guarantee the length of proposal validity is for a minimum of 180 days after proposal submission. If guaranteeing proposal validity in excess of 180 days the Offeror shall state that number of days.

(vi) For each proposed subcontractor, list the type of subcontract the Offeror will have with the subcontractor, i.e. cost-plus fixed fee, firm fixed price, time and material, etc.

(vii). NIST SP 800-171 DoD Assessment and SPRS Compliance:
In accordance with DFARS 252.204-7019 and 252.204-7020, the Offeror must demonstrate its cybersecurity compliance via self-assessment. In this volume, the Offeror must provide:

1. An affirmative statement that the Offeror has completed a Basic Assessment (Self-Assessment) of NIST SP 800-171 compliance.

a) Confirmation that a current (not older than 3 years) Summary Level Score for this self-assessment has been successfully posted in the Supplier Performance Risk System (SPRS).

b) The Commercial and Government Entity (CAGE) code(s) associated with the SPRS score for the systems that will process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI).

c) An affirmative statement that it will flow down these assessment requirements to applicable subcontractors.

(Viii). OCI Mitigation Plan: The Offeror shall submit a comprehensive OCI Mitigation Plan in Annex 6. This plan must address, at a minimum, all requirements set forth in the Statement of Work (SOW), paragraph 3.1.7.2(a). The plan must include detailed descriptions of the Offeror's proposed:

a. Firewalling Procedures

b. OCI Training Plan

c. Data Leak Containment Procedure

B.4.1.2 Volume shall also contain Section B in MS Office 365 Excel format with the Contract Line Item (CLIN) and Sub-CLIN Unit Prices and, for evaluation purposes, the Total Prices filled in using the estimated quantities value in the solicitation instructions below. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.

B.4.1.3 All price/cost and price/cost supporting information shall be contained in Section B and the price/cost proposal. No price or pricing information shall be included in any other volume including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to evaluate fully their price/cost proposal.

B.4.2 Ground Rules and Assumptions.

B.4.2.1 As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

B.4.2.2 The Offeror shall provide sufficient information to support its price/cost as well as an explanation of all ground rules and assumptions that affect the price/cost estimates.

B.4.2.3 If subcontractors are proposed, they shall provide the same information required for the prime contractor, unless otherwise noted in the Price/Cost Information section below.

B.4.3 Price/Cost Information.

B.4.3.1 Offerors shall submit their fully completed cost/price proposal utilizing the Cost Summary Format (Attachment P1). The spreadsheet shall be formatted as letter size (8.5 X 11) pages and shall be unprotected and unlocked, with formulae intact to show mathematical operations. The Offeror shall use the CLIN Summary tab to breakout total proposed costs by CLIN.

B.4.3.2 Complete Attachment P2 (Fully Burdened Labor Rates) detailing the fully burdened labor rates for all prime contractors and subcontractor personnel.

(a) Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, fee, and subcontractor pass-through costs where applicable. For subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (e.g., subcontractor handling, fixed fee on subcontractor labor, etc.) applied by the prime contractor.

(b) Proposed fully burdened labor costs may be subject to the NAVAIR labor tripwire identified in Section M. Offerors that propose a fully burdened per employee labor cost exceeding the labor tripwire shall provide rationale in their cost proposal narrative section that justifies the reasonableness of the tripwire cost for the applicable employees.

B.4.3.3 The Government is not soliciting any investments. However, in order for the Government to properly assess a proposed price/cost that appears low due to a corporate decision to absorb costs, e.g., lower than usual burdens or rates, the Offeror shall fully identify and explain any such investments.

B.4.3.4 Direct/Indirect Rates: The Offeror and subcontractor shall submit Forward Pricing Rate Agreements (FPRAs), Collective Bargaining Agreements (CBAs), and Area Wage Determinations (AWDs) as applicable for all proposed personnel.

(a) The Offeror shall identify whether the labor rates proposed are FPRAs, CBAs, AWDs, ACO/DCAA recommended rates (FPRRs), or Offeror proposed rates (FPRPs).

(b) The Offeror shall propose in compliance with the current hourly rate set forth in the Department of Labor Wage Determination as applicable.

(c) The Offeror shall provide Defense Contract Audit Agency (DCAA) Information/Payroll Verification information as follows: A DCAA point of contact, with a current e-mail address, must be provided for the prime and each subcontractor. The Offeror and proposed subcontractors shall provide the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement recommendation, payroll verification for currently proposed personnel, and any other information necessary to substantiate the rates proposed. Payroll verification shall consist of a form containing the title, direct labor rate, and a signed certification by an authorized representative of the company that the information contained in the form is correct.

B.4.3.5 Substantiation for Proposed Personnel
(a)For key personnel contingent hires, the offeror shall provide contingent offer letters outlining salary information for contingent hire employees.
(b) For any prospective hires for non-key personnel, provide information to substantiate the rates proposed.
(c) All contingent hires shall have a letter of intent submitted under the Cost Volume. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the Offeror effective at contract award.
(d) Any proposed consultants shall have a consultant agreement substantiating the rates proposed.
(e) If a composite rate or other pricing methodology (e.g. cost estimating relationships) is utilized, the Offeror shall demonstrate how those rates were developed.
(f) Subcontractors and team members shall provide this information either separately or included in the Offeror's submission of this document.
(g) The following definition applies:
- A "contingent hire" is an individual who has committed, under a signed letter of intent, inclusive of salary information, to being employed by the Offeror if the Offeror is awarded the contract.\

B.4.3.6 Rate Justification and Accounting System Verification

(a)If any of the rates utilized by the Offeror or any subcontractors differ from the DCAA information and/or payroll verification, a justification shall be provided for the difference.
(b) If DCAA has not reviewed the rate information for an Offeror or one of its subcontractors, the Offeror must submit a detailed justification of the proposed direct and indirect rates.
(c) The Offeror shall also provide documentation verifying that it has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that it's Accounting System has not been approved by DCMA.

(d) Offerors shall provide the last three (3) years of actual indirect information.
(e) The Government may compare a prospective Offeror's labor category rate to the average labor rate from industry.

B.4.3.7 Cost Buildup and Submission Requirements.

(a) The Offeror shall fully disclose the buildup of cost/price of each CLIN.

(b) When completing the Cost Summary Spreadsheet (Attachment (P1)), the Offeror and subcontractors shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

(c) Offeror's labor classifications should cross-reference to Department of Labor (DOL) wage determination classifications as much as possible.

B.4.3.8 Limitation on Subcontracting (per 13 CFR §125.6(e)(2), compliance with the limitation on subcontracting shall be an element of responsibility).
(a) This requirement is set-aside for small business. In accordance with FAR clause 52.219-14, Limitations on Subcontracting, the Offeror agrees that it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities.

(d) B.4.3.9 Cost Narrative and Basis of Estimate

(a) Provide a narrative that addresses any assumptions made during the preparation of the cost/price proposal and discuss the basis for the cost elements listed below:

1. "Direct Labor Rates" are labor rates that are not burdened with Indirect Rates such as Fringe Benefits, Overhead, General and Administrative (G&A) expenses, and/or Profit. Section J, Attachment (P5), titled "Direct Labor Rate Ranges", provides direct labor rate ranges based on categories that have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data.
2. Submission Requirements by Category:
   The Offeror is required to submit direct labor rates for all proposed current, contingent, and prospective hire individuals.

a. Current Employees: Payroll verification (e.g., recent pay stubs or payroll screen captures) shall be submitted for all currently employed personnel proposed. If any of the rates utilized by the Offeror or any subcontractors differ from the payroll verification, a detailed justification shall be provided.
b. Contingent/Prospective Hires: Rates must align with the signed Letters of Intent (LOIs) containing salary information.
c. Composite/Category Averages: If composite or category averages are proposed, the Offeror shall provide a complete breakdown of how these rates were developed.
d. Required Narrative and Justifications:
   The Offeror shall provide a narrative explaining the derivation of all proposed direct labor rates (current payroll, composite rates, industry averages, etc.). Additionally, the narrative must address the following:
e. Range Deviations: The Offeror shall provide clear and convincing rationale to support any proposed direct labor rate that falls outside (lower or higher) of the ranges set forth in Section J, Attachment (P5).
f. Uncompensated Overtime: The Offeror shall explain the use and calculation of any proposed uncompensated overtime.
g. Indirect Rate Application: Detail the specific pools to which indirect rates are applied, including historical/provisional billing rates for indirect rates for the last three (3) years.
h. Other Direct Costs (ODCs): Provide a description and calculation of the proposed ODCs.
i. Consultants: If the Offeror requires the use of consultants, the consultant costs shall be captured under the appropriate labor CLIN and not under the ODCs CLIN.

3. Escalation on labor. Offerors, including subcontractors, shall address escalation for all labor categories, and shall provide rationale for the specific escalation rate used. Offerors that do not include escalation, or an explanation as to why it is not included, may be considered unrealistically low and may have their proposals adjusted by the Government to include escalation in Years 2 through 5 of the ordering period.
4. Indirect costs (e.g., Overhead, Fringe Benefits, General & Administrative (G&A), etc.).
5. Information needed to explain the Offeror's estimating practices.
6. Profit/Fee. Identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to ODCs.
7. Other Direct Costs (ODCs) by specific cost element (e.g., Travel and Material).
8. Reimbursement for Travel will be in accordance with FAR 31.205-46. If the Offeror proposes burdens on the Government provided ODC estimates, the Offeror shall provide a percentage breakdown of the Offeror's indirect costs and burdens added to the Government estimates for any and all Cost Reimbursable CLINs in Section B.
9. When the Offeror elects to claim Cost of Money (COM) as an allowable cost, the Offeror must submit a COM form and show the calculations of the proposed amount.

B.4.4 Government Furnished Information.

B.4.4.1 Other Direct Costs (ODC).

(a) For the purpose of preparing the cost/price proposal, the Government's estimate for ODCs for the prime and all subcontract efforts, unburdened is listed below:

Table 3: Government Estimate for ODCs

ODCs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Travel	152,500.00	152,500.00	152,500.00	152,500.00	152,500.00	762,500.00
Material	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	1,000,000.00
Total ODC	352,500.00	352,500.00	352,500.00	352,500.00	352,500.00	1,762,500.00

(b)The Offeror shall utilize the estimated amounts provided by the Government for ODCs and include all applicable burdens.

(c)If it is the contractor's accounting practice to apply (and invoice for) burdens with regards to ODCs, then the contractor shall propose the ODC amount plus the addition of the applicable burdens.

(d)If the contractor chooses not to burden ODCs, then the contractor shall propose an H-clause to establish that burdens will be unallowable for ODCs.

(e)NO FEE SHALL BE APPLIED TO ODCs. The proposed amount shall be utilized for pricing and setting a ceiling at the basic contract level in Section B for the ODC – Travel/Material CLINs.

B.4.4.2 Labor Hours.

(a)The Government estimate is 240,000 hours for the entire work effort, inclusive of options. A work-year is defined as 1,920 hours exclusive of holidays and leave.

(b)For evaluation purposes, the Offeror shall propose the labor categories/hours as outlined below, which represents the anticipated level of effort hours per contract year.

(c)The actual hours per category required for this effort may vary during performance.

Table 4: Government Estimated Labor Hours

Labor Category	Level	BLS SOC	Security Clearance Level	Year 1 Hours	Year 2 Hours	Year 3 Hours	Year 4 Hours	Year 5 Hours	Total Hours

Aerospace Engineer*	Senior	17-2011	Top Secret	1,920	1,920	1,920	1,920	1,920	9,600
Aerospace Engineer*	Senior	17-2011	Top Secret	1,920	1,920	1,920	1,920	1,920	9,600
Aerospace Engineer*	Senior	17-2011	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Aerospace Engineer	Senior	17-2011	Secret	21,120	21,120	21,120	21,120	21,120	105,600
Aerospace Engineer	Journeyman	17-2011	Secret	7,680	7,680	7,680	7,680	7,680	38,400
Aerospace Engineer	Junior	17-2011	Secret	3,840	3,840	3,840	3,840	3,840	19,200
Computer Scientist	Senior	15-1221	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Program Manager	Senior	11-1021	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Configuration Management Specialist	Journeyman	13-1111	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Program Analyst	Senior	13-1111	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Office Clerk, General II	N/A	43-9061	Secret	1,920	1,920	1,920	1,920	1,920	9,600
***Key Personnel**			Total:	48,000	48,000	48,000	48,000	48,000	240,000

B.4.4.3 Incumbent Prime Contractor
Information. Solution Engineering Associates,
Inc. dba SEAI 23256 Dillow Court
Lexington Park, MD 20653-2106

Incumbent subcontractor Information
John H. Northrop & Associates, INC
11602 Lawter LN
Clifton, VA 20124-2559

American Systems Corporation
8260 Greensboro DR STE 600
Mclean, VA 22102-3852

B.4.4.4 Use of Government Furnished Property:

(a)If the Offeror proposes/requires the use of Government Furnished Property (GFP) or Government Furnished Information (GFI), then the Offeror shall provide all the following information:

1.A complete description of the required GFP/GFI, including part number and serial number, if applicable.
2.Where the GFP/GFI is to be located.
3.The name, organization, address, and telephone number of a cognizant Government point of contact.
4.In the case of GFP/GFI accountable to other Government contracts, a copy of the documentation authorizing use of such GFP/GFI on this contract.
5.The monetary impact to the Offeror's proposal if the proposed GFP/GFI is not provided as GFP/GFI.

(b)If no GFP/GFI is required, the Offeror shall so state.
B.4.5 Section K

The offeror shall complete and submit Section K of the solicitation. OCI Disclosure and Mitigation Plans, based on offeror's completion of NAVAIR provision KTXT.209-9511.

KTXT.209-9511 CONFLICT OF INTEREST REPRESENTATION (NAVAIR) (FEB 2025)

(a) This solicitation contains conflict of interest disclosure requirements to maintain the integrity of the source selection.
(1) Subparts 9.5 and 3.1 of the Federal Acquisition Regulation (FAR) prohibit organizational and personal conflicts of interest in Government procurements and establish the following principle: "Government business shall be conducted in a manner above reproach. . . . The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government contractor relationships." FAR 3.101-1.
(2) Actual or potential conflicts of interest may arise, among other circumstances, when an Offeror has or may have unequal access to nonpublic information relevant to the solicitation or when a current or former Government employee may be negotiating for employment or be employed by an Offeror or any of an Offeror's subcontractors, partners, or affiliates. Unequal access may occur through communications (e.g., verbal, written, or electronic means) with current or former Government employees or through current or previous contracts that the Offeror or its subcontractors, partners, or affiliates have or had with the Government.
(b) Conflicts of Interest Prior to the Receipt of Proposals. Prior to and commensurate with the due date for receipt of proposals, the offeror shall comply as follows. Consistent with FAR Subparts 9.5 and 3.1 and as applicable to this solicitation, if the Offeror identifies for itself (or any of its subcontractors, partners, or affiliates); or has information that any other Offeror/potential Offeror has or may have an actual or potential conflict of interest, the Offeror shall check the appropriate box(es) below and shall include the supplemental information required per paragraph (d) of this text. Otherwise, the Offeror must affirmatively represent that no such actual or potential conflicts of interest are known or should have been known commensurate with the due date for receipt of proposals.

[ ] Actual or potential conflicts of interest for the Offeror are being disclosed; and/or
[ ] Actual or potential conflicts of interest for another Offeror/potential Offeror are being disclosed; or
[ ] There are no actual or potential conflicts of interest to disclose.
(c) Conflicts of Interest After the Receipt of Proposals. After the due date for receipt of proposals, the offeror shall comply as follows. Consistent with FAR Subparts 9.5 and 3.1 and as applicable to this solicitation, if the offeror identifies for itself (or any of its subcontractors, partners, or affiliates); or has information that any other Offeror/potential Offeror has or may have an actual or potential conflict of interest , the Offeror shall within 3 business days of conflict identification provide the Contracting Officer an updated representation by checking the appropriate box(es) below and shall include the supplemental information required per paragraph (d) of this text.
[ ] Actual or potential conflicts of interest for the Offeror are being disclosed; and/or
[ ] Actual or potential conflicts of interest for another Offeror/potential Offeror are being disclosed
(d) If the Offeror represents that there are actual or potential conflicts of interest pursuant to either paragraph (b) or paragraph (c), see LTXT-209-9512 for additional requirements.
(e) The Offeror's compliance with the representation requirements of paragraphs (b) and (c) will be reviewed as part of the Contracting Officer's responsibility determination and will not be considered as part of the evaluation conducted per Section M. If the Contracting Officer determines that the Offeror has not complied with the above representation requirements, then the Offeror may be found to be not responsible and therefore ineligible for award in accordance with the best interests of the Government.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	NOV 2024
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	DEC 2022
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single Award **Indefinite Delivery /Indefinite Quantity (Cost-Plus-Fixed-Fee (CPFF) and cost reimbursable (COST) CLINs)** contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Stacey Stone
21983 Bundy Road, Bldg. 441
Patuxent River, MD 20670
stacey.l.stone9.civ@us.navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far/.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of"(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

LTXT.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(FEB 2025)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

(1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

Stacey Stone
21983 Bundy Road, Bldg 441 Patuxent River, MD 20670
stacey.l.stone9.civ@us.navy.mil
ATTN: Organizational Conflict of Interest Material

(a) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

LTXT.233-9500 AUTHORIZED PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (FEB 2025)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. Authorized protests to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, “Service of Protest” of this solicitation.

(b) In accordance with FAR 16.505(a)(10)(i)-(ii), agency protests/appeals of task/delivery orders under multiple award contracts are only authorized on the grounds that the task/delivery order increases the scope, period, or maximum value of the contract and the order is not in excess of the threshold set forth at FAR 16.505(a)(10)(i)(B)(2).

(c) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

Chief of the Contracting Office
Attn: Dawn Adamo
21983 Bundy Road, Bldg. 3272
Patuxent River, MD 20670

(d) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the issuance of the Contracting Officer's protest decision. (In the computation of the 10-calendar day period, the day the Contracting Officer's protest decision is issued is not included.)

The appeal shall include

(1) the name, address, and fax and telephone numbers of the appellant;
(2) the solicitation or contract number;
(3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant;
(4) copies of relevant documents;
(5) a request for an independent review by the Chief of the Contracting Office;
(6) a statement as to the form of relief requested; and,
(7) all information establishing the timeliness of the appeal.

Appeals that do not address each of the seven (7) content elements will be denied as facially deficient in complying with minimum content requirements.

(e) Protestors requesting an independent review of the Contracting Officer's protest decision shall notify the Contracting Officer in writing that an appeal has been filed with the Chief of the Contracting Office within one day of submitting the appeal.

Section M Evaluation Factors for Award

Section M-1 GENERAL INFORMATION.

M-1.1 GENERAL.

(a)The Government expects to select one Offeror whose proposal offers the "best value" to the Government, using the trade-off method.

(b) "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement.

(c) The Offeror is advised that the lowest priced proposal meeting the solicitation requirements may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

(d) Cybersecurity Self-Assessment Eligibility (SPRS)

1. The Government will evaluate the Offeror's Contract Compliance information (Volume 3) to verify compliance with DFARS 252.204-7019 and 252.204-7020.

    a. Verification: The Government will check the Supplier Performance Risk System (SPRS) to verify that the prime Offeror has a current (not older than 3 years) Basic Assessment (Self-Assessment) Summary Level Score posted.

    b. Impact of Non-Compliance: If the Contracting Officer cannot verify an active self-assessment score in SPRS prior to award, the Offeror's proposal will be deemed non-compliant and ineligible for award.

M-1.2 EVALUATION PROCESS.

M-1.2.1 Intent to Award Without Negotiations

(a)In accordance with FAR 52.215-1, the Government intends to evaluate and award a contract without discussions with Offerors (except minor clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint.

(b)The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(c) If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer 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.

M-1.2.2 All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B Specific Information in the proposal may impact the resulting evaluation ratings and risk assessment.

M-1.2.3 Technical Factor Evaluation

(a) For the Technical factor (including each element), a combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating.

(b)The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror's proposal rises to a level of being rough or exceptional.

(c)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.

(d)Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

M-1.2.4 Past Performance Factor Evaluation
(a)Under Past Performance, the Government will evaluate recent, relevant performance to determine how well an Offeror has performed work similar to the work required by the solicitation.
(b)When proposals are received from joint ventures, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider each individual JV team member's recent, relevant past performance.
(c)After evaluating the Offeror's past performance information, a Performance Confidence Assessment Rating will be assigned. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance.
(d) In the case of an Offeror without a record of relevant past performance, the Offeror will receive a Performance Confidence Assessment Rating of "Unknown Confidence (Neutral)" which is considered a "Neutral" rating.

M-2 EVALUATION FACTORS FOR AWARD.

M-2.1 Evaluation Factors. Proposals shall be evaluated using the factors and technical elements listed below.

- **(a) Factor 1:** TECHNICAL
  - **(1) Element A; Understanding of the Work**
    - (i) SOW approach
    - (ii) Sample Task
  - **(2) Element B: Workforce**
  - (i) staffing plan
  - (ii) Key Personnel Resumes
- **(b) Factor 2: PAST PERFORMANCE**
- **(c) Factor 3: PRICE/COST**

M-2.2 Relative Importance.
(a) The evaluation factors, in descending order of importance, are: (1) Technical, (2) Past Performance, and (3) Price/Cost.
(b) The Technical and Past Performance factors, when combined, are significantly more important than the Price/Cost factor.
(c) Technical is more important than Past Performance. Past Performance is more important than Price/Cost.
(d) While Price/Cost is not the most important evaluation factor, its degree of importance will increase commensurately with the degree of equality among different Offerors' Technical and Past Performance proposals.

M-3 PART B: SPECIFIC INFORMATION.

M-3.1 TECHNICAL.
The Government will evaluate the Offeror's 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 Offeror's approach. The evaluation will also include an assessment of the following elements:

M-3.1.1 Understanding of the Work.
The Government will evaluate each Offeror's proposed SOW approach and approach to the Sample Tasks (section L Part B paragraph 1.1) to assess its demonstrated ability to meet requirements, adequacy of its approach, understanding of requirements, perceived benefits and associated risk.

M-3.1.2Workforce.
The Government will assess the clarity and thoroughness of the staffing plan, including the degree to which the proposed allocation of personnel resources demonstrates the Offeror's ability to meet the requirements of the SOW. The Offeror's proposed staffing plan will be evaluated for strengths and weaknesses in accordance with the definitions in Section M-6.6. The Offeror's proposal will also be evaluated to ensure that it complies with the Government's estimated labor mix and level of effort mandated by Section L, paragraph B.4.4.2.
The Government's evaluation of Key Personnel will be conducted on a Pass/Fail basis. The Government will evaluate the supporting information for each proposed Key Person to determine if they meet the minimum

qualification requirements identified in the SOW. Proposed Key Personnel who do not meet the minimum qualifications will be considered a deficiency and may render the proposal unacceptable.

M-3.2 PAST PERFORMANCE.

M-3.2.1. Evaluation Aspects.

(a) There are three aspects to the past performance evaluation: recency, relevancy, and quality.

(b) Recency: The first aspect of the past performance evaluation is the recency of the Offeror's past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within five years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.

(c) Relevancy: The second aspect of the past performance evaluation is how relevant the Past Performance being evaluated is to the requirements of the solicitation. The Government will evaluate the relevancy of each past performance contract based on the similarity of the scope, magnitude, and complexity in relation to the current solicitation and assign a rating based on Table M-3.2.2.

(d) Quality and Confidence Assessment: The third aspect of the past performance evaluation is the overall quality of the Offeror's recent, relevant past performance. The Government will evaluate the Offeror, principal subcontractors, and JV team members' performance and focus its evaluation on the following areas: 1) meeting technical requirements, i.e., the quality of technical performance; 2) meeting schedule requirements, e.g., on time or late delivery; 3) controlling contract cost; 4) managing the contracted effort; 5) regulatory compliance; and 6) the demonstrated systemic improvement actions taken to resolve past problems. A separate quality rating will not be assigned. Instead, taking into account the recency, relevancy, and quality of performance, the Government will assign an overall Performance Confidence Assessment Rating based on Table M-3.2.3.

M-3.2.2. Past Performance Relevancy Ratings.

More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

M - 3 . 3 PRICE/COST

M-3.3.1 Cost Realism Analysis.

(a) General. Except for otherwise unacceptable proposals, the Government will perform a cost realism analysis on all cost reimbursement CLINs to determine the Most Probable Cost (MPC) of performance for each offeror.

(b) Purpose. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each offeror's proposed cost to determine whether the proposed costs are: (1) realistic for the work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the unique methods of performance and materials described in the offeror's technical proposal.

(c) Methodology. In conducting its cost realism evaluation, the Government may use a variety of techniques and data sources.

(1) Direct Labor Rates: To assess the realism of proposed direct labor rates for the applicable geographic areas, the Government may compare the proposed rates to various data sources. These sources may include, but are not limited to, the Bureau of Labor Statistics (BLS) wage data, commercial salary surveys (e.g., Salary.com, Economic Research Institute (ERI)), government-procured salary survey data, and historical rates paid for similar services.

(2) Indirect Rates: To assess the realism of proposed indirect rates (e.g., Fringe Benefits, Overhead, G&A), the Government will review pertinent information including, but not limited to, Defense Contract Audit Agency (DCAA) recommended rates, Forward Pricing Rate Agreements (FPRAs), Forward Pricing Rate Recommendations (FPRRs), and historical actual indirect rates for the offeror and its subcontractors.

(3) Other Cost Elements: The Government will also review other proposed cost elements for realism as appropriate.

(d) Most Probable Cost (MPC) Calculation. The MPC is the Government's best estimate of the cost of a contract that is most likely to result from the offeror's proposed technical approach.

(1) The MPC may differ from the offeror's proposed cost and will be calculated by adjusting the offeror's proposed costs to more realistic levels based on the Government's analysis.

(2) The MPC will be used for evaluation purposes to determine the best value. For the purpose of the best value tradeoff, the Government will use the higher of the offeror's proposed cost or the Government-calculated MPC.

(3) The awarded contract value, however, will be based upon the successful offeror's proposed cost, not the

Government's MPC.
(e) Proposal Risk Assessment. Unrealistically low costs or inconsistencies between the technical and cost proposals may be assessed as proposal risk under the technical factor. Any inconsistency, whether real or apparent, between the technical and cost proposals should be explained in the narrative section of the cost/price proposal.

M-3.3.2 Labor Tripwire.
(a) In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness, the Government will identify all instances where a proposed fully burdened labor cost exceeds $420K annually per employee. This also applies to a fully burdened subcontractor employee labor cost, inclusive of the prime contractor's pass-through burden. An exceeded tripwire may ultimately be determined unreasonable absent justification.

(b) In addition, with the exception of those costs to the Government that are equal to all Offerors, adjustments to the total proposed price will be made for Government costs required to accomplish the Offeror's proposed approach (e.g., additional Government-Furnished Property/Government-Furnished Information required by the Offeror to implement its approach).

M-4 Overall Summary Level for all CLINs.

M-4.1 If this is a set-aside competition, the contractor's compliance to FAR Clauses 52.219-14 "Limitation on Subcontracting," 52.219-27 "Notice of Total Service-Disabled Veteran-Owned Business Set Aside," 52.219-29 "Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns," 52.219-30 "Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns," or 52.219-3 "Notice of Total HUBZone Set Aside or Sole Source Award," as applicable, will be assessed as an element of responsibility. An Offeror's proposal that fails to meet the limitation on subcontracting during each period of performance shall not be considered for award.

M-4.2 Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachments (P1), and Volume 3 Narrative, Section B shall prevail.

M-5. Evaluation of Options.

M-5.1 Clause 52.217-8, Option to Extend Services, is incorporated in the solicitation. Total evaluated Price/Cost will also include the six (6) month performance period permitted under the clause, to account for a situation where invoking the clause, in whole or part, becomes necessary. Specifically, the evaluated cost/price of this six-month period will be calculated by dividing the final year by 12 to establish an estimated monthly amount. The monthly amount will then be multiplied by six to establish the estimated cost for the six-month option to extend services.

M-5.2 Total Evaluated Price.
The total evaluated price will be the sum of the five-year ordering period CLINs Most Probable Cost (MPC) plus the sum of the six-month option to extend (52.217-8).

M-6 PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS.

M-6.1 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS.

(a)The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor as required. The Government will utilize a combined technical/risk rating for this effort.

M-6.2 TECHNICAL EVALUATION RATINGS.
(a)Combined Technical/Risk Ratings: The combined technical/risk ratings and associated descriptions are provided in the table below:

COMBINED TECHNICAL/RISK RATING	
Rating	Description

Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The following table provides a definition of the risk descriptions for each of the above listed combined ratings:

Risk 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.

M-6.4 PAST PERFORMANCE RELEVANCY RATINGS

(a)Past Performance Relevancy Ratings: More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Table M-3.2.2: Relevancy Ratings

Rating	Definition
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. *For this solicitation, this is defined as an effort valued at $1.5 Million or more annually, involving aeromechanics engineering, analysis, and testing, and managing a workforce with Secret or Top-Secret clearances*
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. *For this solicitation, this is defined as an effort valued at less than $1.5 Million annually, or work lacking aerospace engineering complexity.*

M-6.5 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

(a)The Government will employ the Performance Confidence Assessments Rating Method described in the table

below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

(b)Performance Confidence Assessment Rating: 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 recent and relevant past performance record.

Performance Confidence Assessment Rating	Description
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.
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.

M-6.6 OTHER DEFINITIONS.

Strengths: 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.
Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

Recency: As it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy: As it pertains to past performance information, is 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 examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Risk: As it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

CLAUSES INCORPORATED BY REFERENCE

52.204-22	Alternative Line Item Proposal	JAN 2017
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
252.225-7032	Waiver Of United Kingdom Levies— Evaluation of Offers	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)

(a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determination.