

ATTACHMENT L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**PART I: PROVISIONS****L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE**

Notice: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. Federal Acquisition Regulation (48 CFR Chapter 1)

| CLAUSE NUMBER | DATE | TITLE |
|---------------|----------|--|
| 52.204-6 | Oct 2003 | Data Universal Numbering System (DUNS) Numbers |
| 52.211-14 | Sep 1990 | Notice of Priority Rating for National Defense Use |
| 52.214-34 | Apr 1991 | Submission of Offers in the English Language |
| 52.214-35 | Apr 1991 | Submission of Offers in U.S. Currency |
| 52.215-1 | Jan 2004 | Instructions to Offerors – Competitive Acquisition |
| 52.219-4 | Jul 2005 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns |
| 52.219-23 | Sep 2005 | Notice of Price Evaluation adjustment for Small Disadvantaged Business Concerns ((b)(1) 10%) |
| 52.222-24 | Feb 1999 | Pre-award On-Site Equal Opportunity Compliance Evaluation |
| 52.222-46 | Feb 1993 | Evaluation of Compensation for Professional Employees |
| 52.232-13 | Apr 1984 | Notice of Progress Payments |
| 52.232-38 | May 1999 | Submission of Electronic Funds Transfer Information with Offer |
| 52.237-1 | Apr 1984 | Site Visit |
| 52.252-6 | Apr 1984 | Authorized Deviations in Provisions |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) Provisions

| CLAUSE NUMBER | DATE | TITLE |
|----------------------------|------|-------|
| None included by reference | | |

(End of Provision)

L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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 their 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 their quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.hq.nasa.gov/office/procurement/regs/nfstoc.htm and www.arnet.gov/far/.

(End of Provision)

**L.3 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1)
(JAN 2004)**

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show- (i) The solicitation number; (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available); (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item; (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals –

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is **4:30 p.m., local time**, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*Offeror insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a single contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a single Firm-Fixed Price Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

L.5 SERVICE OF PROTEST (FAR 52.233-2) (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:

NASA John F. Kennedy Space Center
Attn: Dawn Alexander/PS-SEB/Bldg M7-1522
Kennedy Space Center, FL 32899

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

(End of Provision)

L.6 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

Potential bidders or Offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the CO. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of Provision)

L.7 AVAILABILITY OF SPECIFICATIONS

(a) All technical documentation incorporated directly by reference in this solicitation may be obtained from the NASA Protective Services Technical Library which is available online at:

<http://nps.ksc.nasa.gov/NPS/default.cfm>

(b) All Federal, Military, NASA, other Government Standards and Specifications, and technical documentation incorporated non-directly referenced in this solicitation may be obtained via the NASA Technical Standards Program located on the web at:

<http://standards.msfc.nasa.gov/default.htm>

If a referenced document is not available via that route, then it may be obtained by submittal of a request to the Contracting Officer.

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(c) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

(d) The Contracting Officer will furnish, upon request, copies of NASA quality documents referenced in the solicitation and not otherwise available to the Offeror for the preparation of its offer.

(End of Provision)

L.8 SMALL BUSINESS PARTICIPATION APPROACH

(a) This requirement represents a consolidation of several major contracts within the Agency for protective services and had to be justified in accordance with 15 U.S.C. 644(e)(2) because protective services were deemed critical to the agency's mission success. Section 7.107(c) of the FAR requires the acquisition strategy provide for maximum practicable participation by small business concerns when bundling is justified on this basis.

(b) Offerors are alerted that 13 CFR 121.03(h)(3) provides that "a joint venture of two or more business concerns may submit an offer as a small business for a Federal procurement without regard to affiliation under paragraph (h) of this section so long as each concern is small under the size standard corresponding to the NAICS code assigned to the contract [561612]" since this procurement qualifies as a "bundled" requirement within the meaning of 13 C.F.R. 125.2(d)(1)(i).

(c) NASA is providing added emphasis on its evaluation of the Offeror's Small Business Subcontracting Plan in order to maximize small business participation. This added emphasis includes:

(1) making the Small Business Subcontracting a separate weighted Subfactor, along with Small Disadvantaged Business Participation, and

(2) making the Offeror's compliance with prior Small Business plans a separate Subfactor under Past Performance

(d) Evaluating the contractor's performance regarding meeting its goals for Small Business Subcontracting, including its target for SDB participation as part of the Retainage Pool Plan is another method by which NASA intends to maximum practicable participation of small business concerns. Furthermore, NASA has included, as part of the questionnaire on past performance, a question to collect data regarding the contractor's actual achievement of small business goals proposed on at least three previous contracts similar in nature to this solicitation.

(End of Provision)

L.9 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

(a) The Offeror shall submit a detailed safety and occupational health plan as part of their proposal (see NPG 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA Contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA Contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the CO, will be included in any resulting Contract.

(End of Provision)

L.10 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

(a) A pre-proposal/pre-bid conference was held on **July 10, 2007**, and was followed by a separate pricing session on **July 11, 2007**, and separate site visits to the various NASA Center/Locations as was posted with instructions on NAIS and on the NASA Protective Services website as shown below:

Date: Tuesday, July 10, 2007
Time: 1:00pm – 5:00pm EDT
Location: NASA Headquarters
Headquarters Auditorium
300 E. St. SW
Washington DC 20546

Other Information, as applicable: All attendees must have pre-registered in accordance with the instructions that have been posted on NASA and the NPS website by **June 30, 2007**, via the NASA Protective Services website: <http://nps.ksc.nasa.gov/NPS/default.cfm>

(b) Attendance at the pre-proposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of Provision)

L.11 DETERMINATION OF COMPENSATION REASONABLENESS (NFS 1852.231-71) (MAR 1994)

(a) The proposal shall include a **Total Compensation Plan**. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The Total Compensation Plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The Offeror shall provide written support to demonstrate that their proposed compensation is reasonable.

(c) The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The Offeror shall require all service subcontractors having a total potential value in excess of \$1 million and the cumulative value of all their service subcontracts under the proposed prime Contract in excess of 10 percent of the prime Contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of Provision)

L.12 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (Feb 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

| Volume | Proposal Part Required | Page Limit | Required No. Paper Copies (including Original) | Required CD Copies* |
|---------------|--|-------------------|---|----------------------------|
| I | Mission Suitability | | | |
| | <u>A</u> - Technical Approach | 150 | 12 | 2 |
| | <u>B</u> - Management Approach | 150 | 12 | 2 |
| | <u>C</u> - Small Business Participation Approach | 25 | 3 | 2 |
| | <u>D</u> - Safety and Health Approach | 10 | 3 | 2 |
| | Total for Volume I | 335 | | |
| | | | | |
| II | Past Performance Past Performance Questionnaires and Forms | 25 N/A | 5 5 | 2 2 |
| | | | | |
| III | Price | N/A | 3 | 2 |
| | | | | |
| IV | Part 1 - Model Contract Representations and Certification Status of Administrative Systems Compliance Part 2 - Task Orders | N/A | 12 | 2 |
| | | | | |
| V | Plans, Forms, and Other Data | N/A | 5 | 2 |

* Provide files in both Adobe pdf and Microsoft Word format except for spreadsheet files which shall be provided in Microsoft Excel format only.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price Volume of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Additional proposal data not subject to page restrictions include all submitted plans (including those from

DRD's), Past Performance Data and Key Personnel Resumes. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

(End of Provision)

L.13 PROPOSAL FORMAT

(a) The proposal shall be submitted both electronically and in hard copy form.

(b) Hard copies of the proposal shall be submitted in loose-leaf binders with each section appropriately tabbed and identified, and organized into volumes as indicated in paragraph L.12. Each volume shall stand alone and provide complete coverage of the topic, including responses to each item described in the proposal instructions. Each volume shall include a table of contents (excluded from page limitations) applicable to the volume for ready reference to key parts, figures, and illustrations. For convenience, large volumes may be divided into parts, provided they are properly identified as such, e.g., "Volume II, Part I", and must adhere to all other proposal format and page limitations instructions given herein.

(c) Hard copies of each volume shall be assigned a sequential number; e.g. Volume III, Copy 1 of 15. Copy 1 of XX shall be the original volume containing original signatures as required. Offerors shall submit the original of each volume and copies of each volume as stated in Section L 12. Offerors and major subcontractors are required to submit their proposals in two formats, one in a conventional hard copy bound format in the quantities specified in Section L 12 and one in a standardized compact disc (CD) format. The CD submission must be compatible with the software and hardware specification described below. Two disks (one original and one backup), Labeled with the RFP Number, Company Name, and Date Prepared must be provided. Major Subcontractors shall include the Prime Contractors name on the CD and CD case. All CDs and CD cases shall be annotated "Source Selection Information (See FAR 2.101 and 3.104)".

(d) Electronic copies of the proposal shall be prepared and submitted in Microsoft Office 2003 applications (Word, Excel, Access and Power Point), and Microsoft Project 2003. Adobe Acrobat software and files in PDF format are not acceptable. All electronic files must be searchable and will not contain scanned documents. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file.

(e) A cover sheet should be contained as the first page of each book, clearly marked as to volume number, title, solicitation identification and the Offeror's name. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of contractor Bid or Proposal Information and Source Selection Information.

(f) All applicable certifications contained in Section K must be completed and returned. Include these certifications in Copy 1 of Volume VIII of the proposal. All other forms that must be submitted by the Offeror are contained in the attachment to Section L of this solicitation. Include these completed forms in all copies of the appropriate proposal volume.

(End of Provision)

L.14 CONTRACTOR PROPOSED ENHANCEMENTS

(a) The Offeror may propose enhancements which exceed or facilitate implementation of contract requirements. If the Government considers any proposed enhancements to be of value, the Government reserves the right to incorporate the enhancements into the model contract. The incorporation of any enhancements does not relieve the Offeror from the responsibilities of meeting all other contract terms and conditions and the PWS. By incorporating any enhancements in the proposal, the Offeror agrees to fully implement each as stated with all of the implied attendant requirements.

(b) In Volume V, Plans, Forms, and Other Data, the Offeror shall provide recommended contract language that assures any proposed enhancements are captured in the resulting contract, with corresponding references to the appropriate proposal volumes.

(End of Provision)

L.15 CONTRACT AWARD QUANTITIES

Proposals for quantities less than specified in the solicitation will not be considered for award (Reference paragraph (c) (4) of solicitation provision 52.215-1 Instruction to Offerors - Competitive Acquisitions).

(End of Provision)

L.16 COMMUNICATIONS REGARDING THIS SOLICITATION

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Dawn Alexander
Contracting Officer

Phone: (321) 867-1254

Address: John F. Kennedy Space Center
Attention: PS-SEB/Dawn Alexander, Bldg M7-1522
Kennedy Space Center, FL 32899

E-Mail: ps-seb@mail.nasa.gov

QUESTIONS REGARDING THIS SOLICITATION MUST BE PRESENTED IN WRITING and should be submitted to **the above e-mail (preferred method)** or address within **20** calendar days prior to proposal due date in order that answers may be obtained and disseminated in a timely manner, since it is not expected that a proposal submission date can be extended. Oral questions are not desirable due to the possibility of misunderstanding or misinterpretation. Questions shall not be directed to the technical activity personnel.

Note: Any written communications should include the mail code on the envelope to expedite processing.

(End of Provision)

L.17 OFFEROR ACCEPTANCE PERIOD

Proposals submitted in response to this solicitation shall remain firm for at least **210** days after the date specified for receipt by the Government and shall contain a statement to this effect.

(End of Provision)

L.18 PROPOSAL MARKING AND DELIVERY

The instructions provided in the following paragraphs apply to delivery of both the Past Performance Volume (which is to be delivered earlier than the rest of the proposal) and all other proposal volumes.

(a) Mailing Address - Proposals must be delivered to the address/location specified in Block 8 on the Standard Form 33, the solicitation cover page **no later than 4:30pm local time on November 13, 2007.** Proposals submitted by commercial delivery service must be delivered to:

NASA/Kennedy Space Center
Mailcode: PS-SEB, Dawn Alexander, Building M7-1522
Kennedy Space Center, FL 32899

(b) Hand-carried Deliveries - **ALL Hand-carried deliveries must be coordinated with the CO at least 5 calendars days prior to date and time.** Hand-carried packages must be delivered to:

NASA/KSC Central Industry Assistance Office (CIAO)
Building N6-1009, 7110 N. Courtenay Parkway (SR 3)
Kennedy Space Center, FL 32899

(c) External Marking of Proposal Package(s) - All proposal packages must be closed, sealed, and marked in large letters "PROPOSAL – DELIVERED UNOPENED". Proposals packages must include the solicitation number (NNX077040R), the Contracting Officer's name (Dawn Alexander), mail code/stop: (PS-SEB/Bldg. M7-1522), the Contracting Officer's phone number (321- 867-1254), and Offeror's name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:

"NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR – ENTER DATE AND TIME)."

(d) Methods of Proposal Delivery - Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent.

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation. Offerors are hereby notified that heightened and varying security requirements may delay access to the building; however such circumstance will not provide a basis for acceptance of a proposal that arrives at the place specified after the date and time specified in this solicitation for proposal receipt.

(e) All hand-carried offers delivered prior to the referenced due date, whether delivered by the Offeror or by commercial courier, must be delivered to the CIAO building between the hours of 8:00am and 4:30pm, Monday through Friday, except legal holidays.

(f) The CIAO is located on State Road 3, approximately 4 miles south of the intersection of State Road 3 and NASA Causeway (State Road 405), at Gate 2 to the Kennedy Space Center (KSC). Access to KSC is not required.

(g) In those instances where the receipt of proposals date coincides with a scheduled Space Transportation System (STS) launch, offerors are cautioned the access the CIAO may be restricted both prior to and after the scheduled launch time. Offerors must plan accordingly to ensure their offer arrives at the CIAO prior to the date and time set receipts of proposal.

(End of Provision)

L.19 NATIONAL SECURITY CLEARANCE LEVEL

The National Security Clearance level of the contractor shall be Top Secret (TS), Sensitive Compartmented Information (SCI). The contemplated contract shall to be compliant with NASA Security Policy Directive (NPD) 1600.2, as amended, which flows down National Security Requirements, including Homeland Security Presidential Directives.

Offerors shall indicate the current status of their Contractor Security Level and how they will ensure that the required security levels will be in place prior to contract start. The required clearance level for the contractor shall be obtained prior to any work being performed on this contract. Clearance level requirements for individual sites and positions shall be identified in individual task orders.

(End of Provision)

L.20 SOLICITATION PROVISION FOR GOVERNMENT PROPERTY MANAGEMENT INFORMATION (NFS 1852.245-80) (DEVIATION)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government contracting officer. The offeror shall provide proof that such use was authorized by the responsible contracting officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall be in list form, parts shall be grouped by and identify the end item or system and shall include all descriptive information, manufacturer, model, part, catalog or other identification numbers (when available), quantities required, and estimated unit costs.

(h) The information provided in (a) through (g) will be used to determine the responsiveness and responsibility of the offeror selected for award. This information will not otherwise be used in evaluation of offerors unless specified elsewhere in this solicitation.

(i) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(j) Existing Government property may be reviewed at the following locations, dates, and times:

After Contract Award – During the phase-in period. A clause within Section H of this RFP will enable the contractor to request an equitable adjustment, if required, after viewing the property.

(End of Provision)

L.21 SOLICITATION PROVISION FOR LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 18.52.245-81) (DEVIATION)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

| Item Description | Acquisition Date | Acquisition Cost | Quantity | If equipment | | |
|--------------------------------------|------------------|------------------|----------|--------------|-------|---------------|
| | | | | Manufacturer | Model | Serial Number |
| See Task Order Property Lists | | | | | | |
| | | | | | | |

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services. The offeror shall notify the Government of its intention to use or not use the property.

| Item Description | Acquisition Date | Acquisition Cost | Quantity | If equipment | | |
|--------------------------------------|------------------|------------------|----------|--------------|-------|---------------|
| | | | | Manufacturer | Model | Serial Number |
| See Task Order Property Lists | | | | | | |
| | | | | | | |

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of Provision)

PART II – INSTRUCTIONS FOR PROPOSAL PREPARATION

NOTE TO OFFERORS: For a better and more complete understanding of this part of Section L, the contractor should also refer to Section M. The instructions in this part of Section L are directly related to the evaluation factors set forth in Section M.

1.0 INTRODUCTION

As detailed in the provision at L.12 entitled “PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)” proposals shall be submitted in five volumes. All hard copy volumes and parts shall be in separate 3-ring binders.

| Volume No. | Volume/Part Name |
|-------------------|---|
| I | Mission Suitability A – Technical Approach (Separate Binder) B – Management Approach (Separate Binder) C – Small Business Participation Approach (Separate Binder) D – Safety and Health Approach (Separate Binder) |
| II | Past Performance (Separate Binder) Including Forms and Questionnaires |
| III | Price (Separate Binder) |
| IV | Model Contract Part 1 – Base IDIQ Contract (Separate Binder), Representations and Certifications (Section K) and Administrative Systems Status – Status of compliance approvals for property systems, purchasing systems, and all other systems deemed pertinent for the successful performance of this contract. Parts 2 – Fourteen (14) Task Order (Separate Binders for each Task Order) |
| V | Plans, Forms, and Other Data (Separate Binder) Key Personnel Resumes and References, etc. |

Offerors shall provide 12 hard (paper) copies of Volumes I, Parts A and B, and 3 hard (paper) copies of Volume I, Parts C & D in separate binders. Offerors shall also provide 5 hard (paper) copies of Volume II, 3 hard (paper) copies of Volume III; 12 hard (paper) copies of Volume IV; and 5 hard (paper) copies of Volume 5. Hard copies shall be submitted on 20 lb bond (not glossy) paper. Offerors shall also submit their proposals electronically on CD ROM as shown in table L.12 (a) in Microsoft Word or Microsoft Excel format as appropriate. Each CD ROM and CD Case provided is to have an external label affixed indicating:

- (1) the name of the Offeror,
- (2) the RFP number,
- (3) copy number, and
- (4) an identification of the files or range of files contained on the CD ROM.
- (5) Annotated: Source Selection Information See FAR 2.101 and 3.104

The required number of copies of each volume shall be uniquely marked for documentation control on the cover as *Copy ___ of ___*. For example, the first copy of Volume I shall be marked as *Copy 1 of 12*, the second copy as *Copy 2 of 12*, etc.

2.0 GENERAL

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Performance Work Statement (PWS), to determine their capability to successfully accomplish the effort defined therein, and to permit a competitive evaluation of their proposal. Generally, the proposal should:

- (a) Demonstrate understanding of the overall and specific requirements of the proposed Contract,
- (b) Convey the company's capabilities for transforming understanding into accomplishment,
- (c) Present in detail, the plans and methods for so doing; and,
- (d) Present, as requested below, the costs/prices associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

3.0 PERIOD COVERED BY PROCUREMENT

This solicitation covers a potential period of 10 years (five year base period, plus five 1-year option periods). Phase-In Period for the task orders beginning 10/1/08 will be from 8/1/08 to 9/30/08. Offerors shall submit price proposals for all task orders attached to this solicitation and any related phase in and submit rates for all option years. More information on preparation of the price proposals is contained later in Section L under instructions for preparation of the price proposal. For further description of the contract periods, see Clause F.2 in Section F of this RFP.

4.0 PROPOSAL CONTENT

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in Section M. The items listed are not, however, all-inclusive, and Offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated Contract.

5.0 VOLUME I – MISSION SUITABILITY

A. TECHNICAL APPROACH

The Offeror shall describe their overall technical approach to fulfill the requirements of the PWS and Task Orders in each of the 3 element areas below (TA1, TA2, and TA3).

TA1 Understanding the Requirement

1. Technical Scenarios

The Offeror shall demonstrate their specific understanding of the requirements of this contract and the labor resources needed to successfully perform them by responding to the following technical scenarios. Identify any assumptions that you make while preparing your responses.

The Offeror shall provide a written response to each of the following scenarios not to exceed two pages per scenario.

Technical Scenario 1: A 9-1-1 call reported a disgruntled employee has barricaded himself in an office on the 4th floor of a building. It is reported that the Subject was armed with a handgun and yelled out that he had a bomb. He has 4 hostages; no shots have been fired. Explain what action you would take as an emergency responder to defuse this situation and provide a safe rescue of the hostages and Subject.

Assumptions: You are the incident commander at the location. You have jurisdiction to conduct the full range of protective services operations. Federal agencies are available to you for assistance, however none can respond within 45 minutes.

Who would you involve in the response? What would be your tactics and strategies? Explain how your actions may have been different if shots were fired before, after, or during your response. Explain your after-action procedures.

Technical Scenario 2: After a 3-day weekend employees returning to work in a critical mission hardware processing facility discovered a grease-stained box under a workbench in the tool crib. The box was not identifiable and it was not there before the weekend. The tool crib is a controlled area inside a processing facility.

Assumptions: You are the protective services manager for a task order. You have jurisdiction to conduct the full range of protective services operations. Federal agencies are available to you for assistance, however none can respond within 45 minutes.

How would you approach this situation? What would be your major concerns as an emergency responder? What actions would you take? Who would you involve in identification and mitigation of this potential threat?

Technical Scenario 3: A major hurricane has caused severe damage at two different Government facilities in Louisiana and Florida. High value mission hardware and volatile fuels are exposed and at risk.

Assumptions: You are the corporate contract manager. Due to mass evacuation before the storm, protective services are limited at both locations. You have jurisdiction to conduct the full range of protective services operations. There are major regional infrastructure disruptions.

How would you provide additional protective services at the affected locations? With whom would you need to coordinate your efforts? What concerns would you have with a multi-agency response and how would you transport armed security forces to the affected areas? Explain your proposed command structure and support elements.

Technical Scenario 4: A major automobile accident on Government property has seriously injured and/or claimed the lives of five employees. As a Contract Security Police Officer you arrive on the scene. You notice alcohol containers on the ground adjacent to two of the accident vehicles.

Assumptions: You are the protective services manager at the location. You have jurisdiction to conduct the full range of protective services operations. Law enforcement agencies are available to you for assistance, however none can respond within 45 minutes.

What are the officer's duties and jurisdictional responsibilities in this situation? What action should the officer take? Is there anything your department could have done before this accident to clarify your roles and responsibilities in this situation?

Technical Scenario 5: During transport of a high value mission component a fire breaks out in the transport vehicle causing a massive explosion and resulting in a mass casualty situation. Approximately nine personnel are deceased and fifteen are injured from broken glass and flying debris and some are still trapped within the wreckage.

Assumptions: You are the incident commander at the location. You have jurisdiction to conduct the full range of protective services operations. Federal agencies are available to you for assistance, however none can respond within 45 minutes.

Explain how emergency responders would approach the fire; what resources would be employed to rescue the victims? Who would be in charge of the response, fire fighting, and rescue? What command structure would be necessary? Would you need help from agencies outside your jurisdiction? If you need help from outside agencies, how is this support coordinated? Explain the recovery process and chain of events leading to termination and investigation.

Technical Scenario 6: Multiple bomb explosions with injuries at several amusement parks in California and Texas have caused the Department of Homeland Security to raise the threat level to Orange and potentially Red if additional activity persists.

Assumptions: You are the corporate project manager. You have jurisdiction to conduct the full range of protective services operations. Federal agencies are available to you for assistance, however none can respond within 45 minutes.

What actions would be necessary at your Government locations? Would this involve any additional coordination or notification within your customer's organizational structure and the local authorities? Explain your tactics and strategies to ensure that a similar incident does not happen at your location.

Technical Scenario 7: At shift change, an empty liquor bottle is found in one of your patrol vehicles.

Assumptions: You are the protective services manager at the location.

What would you do?

2. Understanding the Requirements - General

The Offeror shall describe their overall technical approach for accomplishing the contract, PWS, and each of the task order requirements. Offerors shall demonstrate their understanding through a separate discussion for each task order by including, but not limiting the discussion to, the following:

(a) Identify critical work functions, in relation to your identified critical skills provided as part of your staffing plan below, to be accomplished within this contract, PWS, and task orders and describe your approach for ensuring these critical functions are accomplished.

(b) Demonstrate your understanding of the key performance characteristics of the contract and describe the key metrics you would use to measure these performance characteristics. In addition, describe the benefits to management insight that the metrics will provide.

(c) Quality Management: The offeror shall discuss the overall approach to Quality Management including,

- (i) Describe Quality Assurance organizational structure, including a chart depicting the proposed structure. Including any teaming partners or sub-contractors
- (ii) Describe processes and procedures used to document non-conformances while ensuring appropriate corrective action and recurrence control
- (ii) Describe inspection techniques used to assure supplies and services conform to contractual requirements
- (iii) Describe an overall approach for assuring personnel are properly trained and certified

(d) Specific Technical Understanding and Resources.

Offerors shall demonstrate their understanding of the requirements and the specific labor resources needed to successfully perform the requirements of this contract and the task orders, utilizing their proposed technical approach.

(e) Describe how Work Management and Control will be structured and accomplished, including all delegations of authority, to meet the contract requirements specified. Describe your process for receiving, scheduling, tracking, completing, and closing out work. Describe the mechanism you will use to match the correctly trained and skilled manpower to the work requirements.

TA2 Staffing Plan

(a) While TOs share many standard conventions, there are important differences between individual TOs, which reflect the unique requirements of each Center/Location and are described in paragraph 5 of the TO. The Offeror shall propose staffing by WYEs and by skill categories for

each TO. The Offeror shall describe the overall approach to provide and maintain an appropriate balance of skills and resources required to meet the contract, PWS, and task order requirements with a high level of excellence and ensuring the appropriate certifications are obtained and maintained. Describe how you will maintain an environment in which highly skilled and talented people will make long-term commitments to achieving this mission.

(b) Identify the skills that are most critical to your proposed technical approach and describe the processes and procedures to be used to retain personnel possessing these critical skills.

(c) Describe how resources will be managed to accommodate the peaks and valleys in the workload. Include a specific discussion related to IDIQ work: describe how you will manage resources to be quickly able to perform newly authorized work, including planned and unplanned events.

TA3 Innovation and Efficiency

Describe the innovative techniques you plan to employ to maximize operational efficiencies and achieve contract stated objectives. Describe in detail specific plans, strategies, and practices for enhancing standardization and uniformity across NASA. Describe any innovations and operational efficiencies you plan to implement and gain. Provide rationale for proposed innovations.

B. MANAGEMENT APPROACH

The Offeror shall describe their overall management approach to fulfill all of the requirements of the contract in each of the 4 element areas below (MA1, MA2, MA3, and MA4). Describe your proposed management approach, program and project management functions, strategies, policies and procedures to provide flexible and efficient implementation of PWS requirements.

MA1 Management Plan

The Offeror shall provide a Management Plan as defined in the Management Plan DRD.

(a) The Offeror shall discuss the overall approach to Program and Contract management and organizational structure, program reporting, records management, communications, teaming and risk.

(b) Describe your overall proposed organizational structure, including a chart depicting the proposed organization, and provide the rationale for its application to the contract requirements. Describe the organizational elements within the overall organization considered most critical to satisfactory accomplishment of all performance requirements and provide rationale as to why these are judged most critical within the framework of the overall organization. Provide supporting rationale that demonstrates the proposed organizational approach will ensure success in each of the critical areas identified.

(c) Submit an organization chart that shows the proposed structure of the contract management and reporting with any teaming partners and subcontractors. Discuss the benefits and rationale of the teaming/subcontractor arrangements and the associations with you as the Prime, including division of tasks and responsibilities relative to the contract PWS and your proposed WBS. Identify lines of communication, local autonomy, span of control, and corporate support provided, including lines of succession and authority. Include in this discussion any proposed subcontractors, team

members, or joint venture partners proposed to illustrate their relationships within the proposed structure or between the organizational elements and any other proposed subcontractors, team members, or joint venture partners. Describe the reporting responsibilities of the Program Manager to corporate management and the relationship between the Program Manager and the prime contractor's corporate management, as well as, the management of any proposed subcontractors, team members, or joint venture partners. Describe any benefits or trade-offs that this structure provides.

(d) Provide a Work Breakdown Structure (WBS) mapped to the contract's PWS and explain the rationale for the WBS.

(e) Describe your overall approach to identification, tracking, and resolution of customer concerns along with your approach to measure and maintain customer satisfaction.

(f) Describe the business and information systems that will be used to collect, track, analyze, distribute, and report costs and task information. Describe how these systems can share and disseminate digital data for the Government's use.

(g) Describe your proposed standard labor categories in accordance with the labor categories described in the PWS.

(h) Describe how you plan to comply with and implement export control regulations, as required by the contract, PWS, and task orders.

(i) The Offeror shall discuss their approach and schedule for establishing Associate Contractor Agreements (ACA's) (interface arrangement) to establish and maintain effective working relationships with the contractors performing major functions at all NASA Centers. This includes services or functions other contractors provide to this contract, as well as, services or functions this contract provides to other NASA Contractors. The approach should discuss the scope of the agreements, interfaces and expected benefits of these cooperative efforts.

(j) The Offeror shall describe their overall approach to records management in accordance with the Records Management Clause and the Management Plan DRD.

(k) As part of the Management Plan DRD, the Offeror shall provide a **Total Compensation Plan** (prime and all major subcontractors) to address the following areas (Note: a major subcontractor is one whose Contract value exceeds \$4 million per year):

(i) Discuss how wages, salaries, and fringe benefits were established for professional employees, and non-exempt service employees. Describe commitment for compliance with the Service Contract Act and all wage determinations.

(ii) Identify, as a percentage of the total workforce, the degree to which initial staffing will be applied from the following sources:

- a. Incumbent workforce broken down by exempt and non-exempt employees,
- b. Outside recruitment, other than incumbent workforce,
- c. Internal labor resource (corporate or company wide).

- (iii) Provide wage/salary information for each labor classification proposed. Describe planned escalations for exempt employees.
- (iv) Discuss your company's fringe benefit policies and practices regarding health insurance coverage, the types of health insurance benefits offered, the company share of premium costs, what co-pays are required, the effective date of coverage, and anticipated escalation of insurance costs. Describe your policy on assuming health insurance coverage for incumbent employees. Differences in coverage between working groups should be reflected.
- (v) Discuss your proposed retirement/savings plans, including what types of plans are offered, how much the company provides toward a plan and information on vesting of company contributions. Differences in coverage between working groups should be reflected.
- (vi) Describe your paid time off policies including vacation, sick leave, holidays, payment policies regarding severance pay, overtime pay, holiday pay and any other premium pay anticipated. Differences in coverage between working groups should be reflected.
- (vii) Describe any special provisions that your company has regarding the hiring of incumbents; including recognition of seniority, protection of current wages/salaries and fringe benefit coverage.
- (viii) If uncompensated overtime is proposed for exempt employees, discuss the effects of uncompensated overtime on the Total Compensation Plan. Provide a discussion as to whether the uncompensated overtime is voluntary or involuntary. Describe the possible effects that uncompensated overtime will have on employee morale and retention.
- (ix) Describe policies and procedures to be used to attract and recruit, staff, train, certify, and retain a highly qualified workforce. Describe incentives to be used to motivate and reward performance and to encourage the retention of personnel.
- (x) Provide a discussion of prior experience with this proposed Total Compensation Plan, including such information as the length of time you (or other elements of the company) have used the plan and the turnover experienced with this compensation plan compared to the National Average.
- (l) As part of the Management Plan DRD, the Offeror shall provide a **Labor Relations Plan** (prime and any subcontractor proposing work that is currently represented by organized labor) that addresses the following areas:
- (i) Describe your company's plan for recognizing the organized labor associations that are currently represented on the contract.
- (ii) Describe how your company will comply with the economic terms of the existing collective bargaining agreements that are referenced in the wage determination. Does your company plan to bridge the existing collective bargaining agreements, negotiate new agreements, or comply with the economic terms only? If you are proposing to comply with the economic terms only explain the strategy for your plan.

(iii) Describe your company history during the past 3 years in working with organized labor. Provide the names of the unions that your company has negotiated with, the location of the worksite, how many employees are represented, and the average number of grievances per year that your company receives.

(iv) Describe the methods your company plans to use to promote and maintain harmonious labor relations during the transition phase and during Contract performance.

MA2 Phase-In Plan

A phase-in period is anticipated during which staffing buildup, training and attaining readiness to assume responsibilities will transpire during approximately 60 calendar days prior to contract start. The Offeror shall provide the information requested in the following paragraphs relative to the proposed phase-in plan (Phase-In Plan to be submitted in Volume V of the Proposal as part of the Management Plan DRD). In addition, the Offeror's Phase-in plan shall address phase-in for TO(s), which do not begin at contract start.

(a) Submit a detailed plan for implementing a smooth phase-in without compromising effective and efficient operations across NASA. Provide your overall approach to ensure requirements are successfully accomplished, including the transition of property and systems compliance to ensure prompt and correct reporting as required by the TO(s) and contract. Provide the management milestones (including all key critical milestones), and all associated schedules that you believe are required from start of phase-in to the full assumption of contract responsibilities. Discuss risks associated with your plan and ways to mitigate them. Propose objective criteria that can be used to determine if each milestone has been achieved.

(b) Provide a discussion of the processes and procedures to be used to ensure adequate staffing levels to cover the contract requirements, even with workload fluctuations. Describe your plan for certifying and training your personnel (including key and critical personnel) to assume operational responsibilities and critical functions at contract start.

(c) Describe your method for ensuring that all documentation necessary to perform the requirements of this contract is in place at the end of the phase-in period.

(d) Address office space requirements for phase-in, if any.

(e) Discuss your plan to ensure that all company certifications and systems are in place to fulfill the requirements of this contract when the contract starts.

MA3 Key Personnel

The Offeror shall propose key personnel positions and explain why these proposed key positions are critical to the success of the contract. The Offeror shall also describe why the personnel being proposed for these positions are qualified for them. Describe the minimum qualification standards (training, certifications, type and length of experience, etc.) you will use to replace key personnel, if required, during the term of the contract. Provide this information for each key position. Describe how you will ensure key personnel will maintain the minimum qualification standards.

For each key person proposed, provide the following minimum information:

- (a) Resume (3 pages maximum - see Attachment L-2) that includes the record of performance and a list of at least 3 professional references with 2 current phone numbers for each, and
- (b) Signatures of the key personnel to show commitment to perform in such capacity on this contract (see Attachment L-2).

If key personnel are currently being proposed for other contracts, or for other reasons are not planned to be 100% dedicated to this contract, describe the level of commitment proposed. Discuss your rationale for how the work can be effectively performed with a key person or persons who are not fully committed to this contract. Include in the discussion scenarios that may lead to less than their full commitment to this contract and any alternatives you propose. If the commitment of key personnel is contingent upon the outcome of another competition, alternate key personnel should be proposed, along with an Attachment L-2 resume and a description of their level of commitment.

MA4 Risk Management

The Offerors shall discuss their overall approach to risk management and address the following specific areas in their proposals.

- (a) Identify those areas of management risk you believe should be addressed relative to performance of work under this contract. Describe the process you will use to monitor and control these risks and your plans to mitigate or accept each risk.
- (b) Discuss potential risks and planned risk mitigation to multiple contractor systems at all NASA Centers.
- (c) List those functions that are provided by the other contracts, which are critical to the success of this contract, and why they are critical.
- (d) Identify those areas of technical risk you believe should be addressed relative to performance of work under this contract. Describe the process you will use to monitor, accurately identify, and control these risks and your plans to mitigate or accept each risk.

C. SMALL BUSINESS PARTICIPATION APPROACH

All Offerors except for small businesses must complete the portion regarding Small Business Subcontracting Plans, however small businesses should address other small business participation to the extent subcontracting opportunities exist. See FAR 52-219-8, Utilization of Small Business Concerns.

The instructions regarding SDB participation (target) apply to **BOTH** large and small business Offerors except for SDB Offerors unless the SDB Offeror waives the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns" in this solicitation.

SB1 Small Business Subcontracting

(This requirement does not apply to Offerors that are small business concerns)

(a) Small Business Subcontracting Plan Required by the FAR:

(1) This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan Alternate II". The Subcontracting Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(2) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), are as follows:

| | |
|--|-----|
| Total Small Businesses | 40% |
| Small Disadvantaged Business Concerns | 10% |
| Women Owned Small Business Concerns | 5% |
| HUBZone Small Business Concerns | 3% |
| Veteran Owned Small Business Concerns | 3% |
| Service-Disabled Veteran-Owned Small Business Concerns | 3% |
| HBCU/MI | 1% |

Acronyms: SB - Small Business, WOSB – Women-Owned Small Business, SDB - Small Disadvantaged Business, HUBZone SB - Historically Underutilized Business Zone SB, VOSB- Veteran-Owned Small Business, SDVOSB - Service-Disabled Veteran-Owned Small Business, and HBCU/MI - Historically Black Colleges and Universities/Minority Institution.

 For purposes of FAR clause 52.219-9, the terms, "Historically Black Colleges and Universities/Minority Institutions" "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled Veteran-Owned Small Business Concern," and Women-Owned Small Business Concern" are defined in FAR 2.101.

(3) Offerors are encouraged to propose goals that are equivalent or greater than those recommended by the Contracting Officer. Offerors shall propose subcontracting goals for the basic contract requirement and each option separately. However the cumulative total should equal or exceed the goals recommended by the Contracting Officer by the end of the base period of performance and then again at the end of each option year.

(4) The Plan submitted with the proposal shall be incorporated as J-13 in the resulting contract. Per FAR clause 19.704, Subcontracting Plan Requirements, the Offeror shall require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the FAR clause 52.219-9, Small Business Subcontracting Plan. The goals in the Plan may be flowed down to first tier large business subcontractors. First tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors, based upon the nature of their respective performance requirements, may differ from those suggested in the solicitation or proposed by the prime contractor.

(5) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed above in terms of percent of total contract value (basic and all options combined). Offerors shall discuss the rationale for any goal proposed particularly if it is less than the recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(6) In addition to submitting a Small Business Subcontracting Plan in accordance with FAR clause 52.219-9, Alternate II, **Offeror's shall complete the table below "Contractor Small Business Goals"** to provide a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent and dollars of TOTAL CONTRACT VALUE. The table shall also provide a breakdown of the Offeror's proposed small business goals, in terms of both a percentage and dollars, for the **total subcontracting dollars**. Offerors shall use the table to show the proposed subcontracting goals for the basic contract requirements and each option separately.

| Contractor Small Business Goals | | | | |
|--|--|----------------------|----------------------|-------------------|
| Total Planned Subcontracting (Large and Small Business) | | Dollars | | Percentages |
| | | Goals | | |
| | | Dollars | Percentages | |
| | | Total Contract Value | Total Contract Value | Subcontract Value |
| LB | | | | |
| SB | | | | |
| SDB | | | | |
| WOSB | | | | |
| VOSB | | | | |
| SDVOSB | | | | |
| HUBZone | | | | |
| HBCU/MI | | | | |

(6) The following is an example of how to calculate goals for small business participation:

Assume a proposed total contract value of \$100M and proposed goals that equate to the following which are EXPRESSED AS A PERCENT OF TOTAL CONTRACT VALUE:

| | |
|--|------|
| Small Business Concerns | 25% |
| Small Disadvantaged Business Concerns | 9.0% |
| Women Owned Small Business Concerns | 5.5% |
| Veteran Owned Small Business Concerns | 2.5% |
| Service-Disabled Veteran-Owned Small Business Concerns | 1.5% |
| HUBZone Small Business Concerns | 1.5% |
| Historically Black Colleges and Universities | 1.5% |

Then, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as follows:

| | |
|--|--------------|
| Total Small Business Subcontracting Concerns | \$25,000,000 |
| Small Disadvantaged Business Concerns | \$9,000,000 |
| Women-Owned Small Business Concerns | \$5,500,000 |
| Veteran-Owned Small Business Concerns | \$2,500,000 |
| Service-Disabled Veteran Owned Small Business concerns | \$1,500,000 |
| HUBZone Small Business Concerns | \$1,500,000 |
| Historically Black Colleges and Universities | \$1,500,000 |

The Subcontracting Plan shall express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be:

| | |
|--|-----|
| Total Small Business Subcontracting | 50% |
| Small Disadvantaged Business Concerns | 18% |
| Women Owned Small Business Concerns | 11% |
| Veteran Owned Small Business Concerns | 5% |
| Service Disabled Veteran-Owned Small Business Concerns | 3% |
| HUBZone Small Business Concerns | 3% |
| Historically Black Colleges and Universities | 3% |

(b) Small Business Commitment –

(1) Offerors shall include a small business plan as part of their proposal, which shall include a table, listing all proposed first tier subcontractors individually by name and NAICS Code for work being subcontracted, subcontractor's address and DUNS Number and/or CAGE Code, their business types based on the NAICS for the specific work being subcontracted, the proposed hours and percentage of total effort to be performed, and Performance Work Statement paragraphs to be performed by each. The Offeror shall also provide the percentage of work each contractor is subcontracting out to other than small businesses. A sample table is provided below:

Small Business Commitment Table

| Name of Subcontractor (NAICS for work being performed by subcontractors) | DUNS Number, and/or CAGE Code | Type of Business (SB, SDB, WOSB, HBZ, VO, SDVOSB) | Hours proposed | Hours as percentage of total effort | PWS Paragraph to be performed | Percentage of work subcontracted out by this contractor to other than small businesses |
|---|--------------------------------------|--|-----------------------|--|--------------------------------------|---|
| XYZ Corp. (811212) | 01345 DUNS 123456789 | SB, SDB | 19,000 | 1.18% | 3.1.1, 3.1.2 3.1.3.1, 3.1.3.2 | |
| Acme Ltd. (541519) | | SB | 320,000 | 20.00% | 3.1.3, 3.1.4 | |
| Smith, Jones and Assoc. (541512) | | SB, SDB, HBZ | 85,000 | 5.31% | 3.1.4 | |
| ABC Co. (334111) | | SB, VOSB, SDVOSB | 264,000 | 16.50% | 3.1.5 | |
| Triple A Inc. (541511) | | SB, SDB | 83,000 | 5.19% | 3.1.9 | |

The hours and percentages listed in the table above will be cross-checked with the price proposal to ensure that they match the proposed effort by the sub-contractors named in relation to the overall proposed price. In addition, the Central Contractor Registration <http://www.ccr.gov/> database will be viewed to verify the small business category or categories of the proposed small businesses in the table. The Offerors shall list all applicable business types for which each subcontractor qualifies. The definition of a small business concern is as set forth in 13 CFR 121.05.

(2) Discuss the criteria for subcontractor selections and the process for coordination and integration of the subcontractor's efforts into those of the Offeror. Include a discussion of Offeror's plan for fluctuations in work level and being able to retain the required distribution of effort to overall subcontracting goals and the individual subcontracting goals by category except for the proposed SDB goal. (The proposed subcontracting target for SDB's will be evaluated based upon the SDB's status as a small business goal.) In addition, include a discussion of the Offeror's relationship history with the subcontractor.

(3) Discuss the methods the Offeror will use to verify the subcontractor(s)' performance satisfies the requirements of the tasks. Include a discussion on how the Offeror will monitor small business subcontracting.

(4) If appropriate, discuss any plans to phase in contracting to small business concerns explaining the rationale for the phase-in plan.

(5) Discuss the methods, plans, or programs the Offeror will use to mentor SB for further development of small business concerns. Identify the contract tasks the SB will perform and discuss how the complexity of the tasks related to contractor experience will assist subcontractor development.

(6) Provide a brief description of the Offeror's established or planned procedures and organizational structure for Small Business outreach, in reach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. The offer should discuss the management commitment to attaining the small goals and the overall performance of the small business program.

(7) A small business prime contractor may use their work performance to meet the small disadvantaged business target commitment as long as the firm is a small disadvantaged business and providing services in one of the industry categories identified by the Department of Commerce. The percentage performed by the small business prime contractor should be identified and included in calculating small business goals if the small business identifies subcontracting opportunities (use table 1 "Subcontracting Performance" and table 3 Contractor Proposed Goals"). As well the percentage should be included in table 2 "Small disadvantaged Business Target Reporting" if the small business is a certified Small Disadvantaged Business and performing in one of the approve NAICS codes.

SB2 Small Disadvantaged Business Participation:

(This applies to all Offerors except for SDB Offerors unless the SDB Offeror waives the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns" in this solicitation.)

(a) Small Disadvantaged Business Participation – Contract Target.

(1) The target only includes subcontracts with SDB concerns in those industries designated by the Department of Commerce under represented areas by NAICS Industry Subsectors. The General Services Administration posts Department of Commerce determinations at: <http://www.arnet.gov/References/sdbadjustments.htm>.

(2) The Offeror shall propose the SDB target after completing an independent assessment of the small disadvantaged business subcontracting opportunities and then completing the table within clause H.15 -**SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGET**

(b) Other:

(1) Indicate the total amount of SDB target participation as a percent of **Total Contract Value** and provide rationale to substantiate the proposed target.

(2) Describe work that will be performed by SDB subcontractor(s). If the subcontractor is known, tie the work to the subcontractor identified by the Offeror in the above "Small Business Commitment Table" and the "Small Disadvantaged Business Participation – Contract Target". The percentages and dollar values listed in the "Small Business Commitment Table" will be cross-checked with the price proposal to ensure that they match the actual proposed effort by the subcontractors named in relation to the overall proposed price.

(D) SAFETY AND HEALTH APPROACH

The Offeror shall discuss its approach to meeting the safety and health requirements of the PWS and shall demonstrate an in-depth understanding of safety and health policy, requirements, and operations. Additionally, **The Offeror** shall provide a safety and health plan in accordance with Section L Paragraph L.10 and the Safety and Health Plan DRD.

6.0 VOLUME II - PAST PERFORMANCE

For each company (including joint-ventures and major subcontractor(s) associated with this offer the following information shall be provided:

(a) (1) Offerors shall cite experience on at least 5 current contracts or contracts completed in the last 3 years with special emphasis on the experience that is relevant to this effort.

(2) Offerors shall include a table to show the contracts discussed as part of (a) (1) above with the following information: Contract Title, Contract Number, Period of Performance, Place of Performance, Average Number of Employees, Type of Contract, Contract Value, and Two (2) Points of Contact with current phone numbers.

(3) The Offeror shall show a list of any contracts that were terminated (for convenience or default) within the last 3 years and provide a discussion of the circumstances leading up to and the decision for the termination.

(4) Offerors shall provide a discussion of their past performance and experience in recruiting, staffing, certifying and retaining a highly qualified work force, including key personnel and critical skills.

(5) Offerors shall discuss their overall accomplishments and performance under the contracts described above. The discussion shall include any major technical problems and how they were overcome and whether any deliveries were not on time and the corrective actions taken.

(b) Offerors and major subcontractors shall ensure that completed Past Performance Questionnaires for at least three contracts, preferably containing some or all of the functions defined in the PWS, if such experience exists, are submitted to the Contracting Officer prior to the submission of the Past Performance Volume. Include Contracts for predecessor companies, joint ventures, and proposed subcontractors. Do not include contracts completed more than 3 years ago. Include contracts, where possible, with U.S. Government, especially those where the work was similar or the same as the effort to be performed under this contract.

In accordance with FAR 15.305 (a) (2) (ii) the Offeror is authorized to provide information on problems encountered on the identified Contracts and the Offeror's corrective actions.

OFFERORS SHALL ENSURE THAT PHONE NUMBERS PROVIDED FOR REFERENCES ARE CURRENT AND CORRECT.

(c) Offerors shall provide the following information on safety performance for the last 5 calendar or contract years.

- (i) A statement referencing any OSHA citations of the Offeror's company's operations.
- (ii) The following two Incidence Rates (as defined by OSHA) for each of the last 5 years.
 - 1) Injuries and/or illnesses.
 - 2) Lost workdays.
- (iii) OSHA Form 300's (required by Title 29 of the Code of Federal Regulations, Section 1904.5) and an annual summary of occupational illnesses and injuries compiled from these OSHA Form 300's.

Note: The records typically include, for each worksite, as a minimum, one copy of each year's OSHA logs for these past five years as required by 29 CFR 1904.5(d) including the number of employees at the worksite and the calculated OSHA recordable frequency rate and the North American Industrial Classification Code utilized.

(d) Requesting the Offeror's Lost Time Case (LTC) rate is one of the methods NASA uses to evaluate their safety performance in previous contracts. It doesn't matter if the NAICS is different than this contract, because the evaluation is against the national average for the given NAICS.

Provide in table form the Lost Time Cases (LTC) rates (Lost Time Injury) for the last three calendar years for each contract or project comparable to this requirement. Include the LTC, number of cases that contained lost work days, the total number contractor employees working on the contract/project, and the total hours worked on each referenced contract/project. The North American Industrial Classification System (NAICS) is also required for each referenced contract/project.

This information is also applicable to any major subcontractors proposed on this contract.

(e) In addition to the above, a list of all safety and health insurance carriers that have underwritten the Offeror's workers' compensation program or equivalent for the last five years shall be provided for the prime and all major subcontractors. The list of insurance carriers shall include a point of contact and phone number to aid proposal evaluators in verifying the Offeror's statements of its past safety and health performance. The Offeror shall authorize the listed insurance carriers to respond to questions asked by the Government. In addition, the workers' compensation experience modifier, including the State formula utilized for the computation, will be included, along with the loss ratio for the past five years (where the loss ratio is defined as the ratio of losses to premium). All figures used for computation shall be shown. Information on the liability and lawsuit history related to safety and health performance shall also be provided. Data shall be provided in the form of a letter of certification from the insurance carrier that is sent directly from the insurance carrier to:

John F. Kennedy Space Center
Attention: PS-SEB/Dawn Alexander, Bldg M7-1522
Kennedy Space Center, FL 32899

In the event the Offeror is self-insured, the same information shall be provided and certified with the signature of a responsible company official. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be included for each company that may provide either \$1,000,000 or more in contract value or ten or more full-time equivalent employees.

(f) Offerors shall provide a statement and explanation of citations for environmental violations that were received as a result of the company's performance during the last 5 years. This should include violations that any customer received as a result of the Offeror's performance.

(g) Provide substantiating past performance of previous phase-ins of similar complexity.

(h) Offerors shall describe their success in complying with previous small business plans and in meeting past small business goals. Provide the Offeror's record of past participation of SB/SDB concerns in subcontracts and the types of work subcontracted over the past three years. Copies of the Summary Subcontract Report can be part of the supporting information submitted. Identify, by contract number and contracting agency, SB/SDB subcontracting incentives earned under any Government contracts in the last three years. The offer will also provide a point of contact for each contract. If incentives were available, but not earned, then state so.

7 VOLUME III PRICE PROPOSAL

7.1 OVERVIEW/GENERAL INSTRUCTIONS

7.1.1 It is contemplated that a single NASA contract will be awarded as a result of this solicitation. It will encompass firm fixed price Indefinite Delivery Indefinite Quantity (IDIQ) task orders for the 5-year base period, October 1, 2008 – September 30, 2013, firm fixed price task orders during the five (5) one-year option periods, October 1, 2013 – September 30, 2018, Not-to-Exceed FFP Rates (Attachment J.3) to be used for subsequent negotiations and task orders and phase-in to be included with each of the initial NASA Center/Location Task Orders. The phase-in period is to begin August 1, 2008 for those task orders beginning October 1, 2008. The contract will also contain requirements for additional services to be furnished on IDIQ task orders throughout the 10-year contract performance period, for which NTE rates will be used. The offeror shall include in Attachment J.3 – NTE FFP Rates, NTE composite rates (direct, indirect, and profit) for each proposed skill by each NASA Center/Location, as identified in the table in paragraph 7.1.2 below. The offeror's proposal shall show a one-to-one correlation between its price proposal and the rates to be included in Attachment J.3.

7.1.2 The following table displays the planned start dates of the contract services as required by location and as specified in the PWS. Phase in periods are identified in the Phase-In Template located within this document.

| Location | Protective Services Start Dates | | | | | |
|----------|---------------------------------|------------------------|---------------------------|---------------------|----------------------------|---------------|
| | Fire Services (FS) | Security Services (SS) | Emergency Management (EM) | Export Control (EC) | Information Assurance (IA) | Training (TN) |
| ARC | 6/1/09 | 6/1/09 | 6/1/09 | 12/1/08 | 6/1/09 | 12/1/08 |
| DFRC | X | 8/1/09 | X | 8/1/09 | X | 8/1/09 |
| GRC | 12/1/08 | 12/1/08 | 12/1/08 | X | X | 12/1/08 |
| GSFC | 11/1/08 | 11/1/08 | 11/1/08 | X | X | 11/1/08 |
| HQ | X | 3/1/11 | X | X | 3/1/11 | 3/1/11 |
| IVV | 10/1/08 | 10/1/08 | 10/1/08 | X | X | 10/1/08 |
| JSC | 10/1/08 | 10/1/08 | 10/1/08 | 2/1/11 | 10/1/08 | 10/1/08 |
| KSC | 10/1/08 | 10/1/08 | 10/1/08 | X | 10/1/08 | 10/1/08 |
| LARC | 11/1/08 | 11/1/08 | 11/1/08 | X | X | 11/1/08 |
| MAF | 1/1/09 | 1/1/09 | 1/1/09 | 1/1/09 | X | 1/1/09 |
| MSFC | X | 1/1/09 | 1/1/09 | 1/1/09 | 1/1/09 | 1/1/09 |
| SSC | 8/1/17 | 11/5/08 | 8/1/17 | X | X | 11/5/08 |
| WFF | 10/1/11 | 10/1/11 | 10/1/11 | X | X | 10/1/11 |
| WSTF | 5/1/09 | 10/1/08 | 5/1/09 | X | 10/1/08 | 10/1/08 |

7.1.3 The Government assumes that adequate price competition will exist, thereby negating the need for submission of certified cost and pricing data with this proposal submission. (See FAR 15.403-1). It is anticipated that the amount and types of data required at this time will be adequate to determine price reasonableness. Offeror's are encouraged to include assumptions made in developing their proposals.

7.1.4 Only minimal information other than cost or pricing data necessary to establish a price shall be requested at this time (See FAR 15.403.). Cost information will not be requested unless proposed

prices appear unreasonable or unrealistically low given the Offeror's proposed approach and there are concerns that the contractor may default; and/or if only one proposal is received in response to the solicitation (See FAR 15.403-1(c)). Offerors will be advised if additional data is needed (See FAR 15.403-3.).

7.1.5 The contemplated resultant contract proposal shall be written in a manner that is consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices.

7.1.6. The RFP-specified formats provided herein are structured on a Government Fiscal Year (FY) basis. In preparing the proposal, summary level information is required on the templates, however, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

7.1.7. A ten percent (10%) price evaluation adjustment factor for Small Disadvantaged Business concerns will be applied as determined by the Department of Commerce (see FAR 19.201(b)) unless the SDB specifically waives the price evaluation adjustment. The factor will be added to the Offerors' total proposed contract value, as adjusted by the SEB for probable cost, including fee (Price), for each contract year. Joint ventures may qualify provided the requirements set forth in 13 CFR 124.1002(f) are met. Also, refer to provision L-II, 5.0, C and FAR 52.219-24, Small Disadvantaged Business Participation Program-Target.

7.1.8. A ten percent (10%) price evaluation adjustment factor for Historically Underutilized Business Zone (HUBZone) small business concerns will be added to the Offerors' total proposed contract value, as adjusted by the SEB for probable cost, including fee, for each contract year in accordance with FAR Subpart 19.13. Refer to FAR Clause 52.219-4, Notice of price evaluation preference for HUBZone small business concerns, included in Section I, of this RFP. The HUBZones small business must state in its proposal if it specifically waives the evaluation preference. Because equitable and appropriate cost allocation is required for Government contracts, it is expected that Offerors and their subcontractors will estimate and price their proposals using approved estimating, pricing and accounting systems, in accordance with their Cost Accounting Standards Disclosure Statement (if applicable).

7.1.9. An important prerequisite for the award of the contract is the Offeror's accounting system being capable of identifying and segregating costs. While these proposals are not required to be cost certifiable, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency offices. Comprehensive audits of the prime and any of the sub-contractor's proposals may occur should there be adequate reasons for undertaking the effort to ensure a fair and reasonable price to the Government. The decision to perform comprehensive audits will be made on a case-by-case basis for each proposal both prime and subcontractor upon receipt of the proposals.

7.1.10. Major subcontractors are defined as those subcontractors having a total contract value of \$4,000,000.00 per year or \$40,000,000.00 for the ten year inclusive effort.

7.1.11. In addition to the Prime Offeror submitting a Volume III, Price, any major subcontract that has a potential estimated total value in excess of \$4,000,000.00 per year or \$40,000,000.00 for the ten year inclusive effort, a Volume III, Price, must be provided for that subcontract following the subsequently specified format.

7.2 **PRICE PROPOSAL SUBMITTAL INSTRUCTIONS**

7.2.1 Price Proposal Preparation: The price proposal shall encompass all prices associated with the requirements of the RFP and shall comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.

7.2.2 Cost proposals shall be submitted using Government provided pricing templates described in Section L, 7.2.9. The templates are in the Excel file titled "PS RFP-L Cost Templates.xls, at Attachment L-1, Electronic Pricing Model.

7.2.3 Prospective major subcontractors may submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP for the prime Offeror's proposal submission.

7.2.4 Concurrent with the submission of the proposal to NASA, Offerors and major subcontractors shall forward one hard and one electronic copy, of the Cost Volume materials to the cognizant DCAA office marked "NASA evaluation material PS NNX077040R".

7.2.5 A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees.

7.2.6 Productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

7.2.7 All dollar amounts provided shall be rounded to the nearest dollar. All IDIQ rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be to the second decimal place, %xx.xx.

7.2.8 The Offeror shall propose costs in real year (then year) dollars.

7.2.9 The Price Volume shall consist of the following parts.

- A. Part 1 - Cover Page and Table of contents
- B. Part 2 – Cost/Price information and supporting data
- C. Part 3 - Responsibility Determination Disclosures
- D. Part 4 – Expenditure Profile
- E. Part 5 – Efficiencies of Scale
- F. Part 6 – Copies of all subcontractor negotiations
- G. Part 7 – Proposal Prime/Subcontractor Information Summary
- H. Part 8 – Additional Task Order Price Schedule
- I. Part 9 – Additional Task Order Labor Rate Development
- J. Part 10 -Total Compensation Plan (*Separate Binder*)

7.2.9.1 Part 1 – Cover Page and Table of contents.

- a. Cover Page/ Label Information: The following information shall be submitted on the cover page of the Price Proposal:
- “Volume III: Price Proposal”
 - Solicitation Number
 - Offeror’s name, address, and telephone number
 - Name, title, 2 telephone numbers and an e-mail address for 2 Points of Contact
 - Type of contract
 - Total Proposed Amount (including Phase-In price)
 - Date of submission, and
 - Name, title of an authorized representative of the company

7.2.9.2 Part 2 - Cost or Price information and supporting data.

a. To the extent applicable to its proposal, each Offeror shall include the following templates in its Price Proposal. The templates are provided in an attached Excel workbooks identified in the following table. The Offeror may resize the templates to better fit the proposal package but must adhere to the format designs provided. Offerors are encouraged to link formulas and amounts in the pricing model spreadsheets to the maximum extent possible to ensure traceability between detail and summary level data. Where multiple schedules are required they should be stacked vertically in the same workbook. As an example, the Price Summary by Third Level PWS template requires a PWS third level break down of price by location; all of the location’s priced schedules should be in the same Excel workbook stacked vertically. Attach detailed information, presented in the Offeror’s own format, which supports the amounts on the templates. All pricing and estimating techniques, computations and basis of estimates should be clearly explained in a narrative format.

| Volume III Price Proposal Templates | |
|---|------------------------------|
| Template | Excel File |
| Total Price Summary Template | NPS Price Sum.xls |
| Phase In Template | NPS Phase In Price.xls |
| Price Summary by Service Template | NPS Price Sum by Service.xls |
| Pricing Summary by Year Template | NPS Price Sum Year.xls |
| Price Summary by Third Level PWS | NPS PWS Price.xls |
| Price Summary by Element | NPS Price Element.xls |
| Direct Labor Hours, Rates and Cost Template | NPS Labor.xls |
| Subcontractor Costs Template | NPS Subcontracts.xls |
| Other Direct Cost | NPS ODC.xls |
| Indirect Rates Template | NPS Indirect.xls |
| Cognizant Audit Office Template (CAOT) | NPS CAOT.xls |
| Additional Task Order Labor Rate Development Template | NPS Add TO Rates.xls |
| Total Compensation Plan | Labor Rates DOL CBA.xls |

I. **Total Price Summary Template:** Summarize the inclusive proposed price by phase-In period, base period and option period for each service location and fiscal year. Reconcile the total proposed price with the amount on the contract cover page (SF 33), Section B.4, Section B.5 and supporting price proposal templates.

II. **Phase-In Template:** Phase-in activities will be awarded on as a firm fixed price. Specifically, state the number of calendar days that will be required for phase-in at each location based on the proposed approach described in the Mission Suitability volume. Include a brief description of the activities to be performed, the basis of estimate, labor classifications of Phase-In personnel, the sources of labor, and any non-labor costs, such as travel, equipment, and facilities.

A phase-in period between award and initiation of contract services is anticipated. The projected phase-in will be authorized for a single period at each contract location, based on the start date of the initial contract service, as follows:

| Initial Contract Service | Phase-In Period |
|---------------------------------|---|
| 10/1/08 (JSC, KSC, IV&V, WSTF) | 08/01/2008 – 09/30/2008 |
| Other Locations | Not to exceed 30 days prior to start date |

III. **Price Summary by Service Template:** Summarize the inclusive proposed price for the phase-In period, base period and option period by Protective Service as defined in Attachment J.1. Reconcile the total proposed price with the amount on the contract cover page (SF 33), Section B.4, and supporting price proposal templates. The Protective Services are stated in PWS, Attachment J.1, Section 5.0 Protective Services to be priced are identified in the template as follows:

| Attachment J.1 Section | Service | Acronym |
|-------------------------------|--|----------------|
| 5.1 | Fire Services | FS |
| 5.2 | Security Services | SS |
| 5.3 | Emergency Management | EM |
| 5.4 | Export Control | EC |
| 5.5 | Unclassified Information Assurance | IA |
| 5.6 | Training Requirements and Mandatory Skill and Performance Levels | TN |

IV. **Pricing Summary by Year Template:** Summarize the proposed price for each year of the 10-year contract performance period for each of the performance locations. Reconcile the total proposed price with the amount on the contract cover page (SF 33), Section B.4, and supporting price proposal templates.

V. **Price Summary by Third Level PWS:** Submit a price summary for each performance location for services at the third level PWS, as displayed on the template. Offerors may leave blank any PWS in which separately identified prices may not be

applicable. Reconcile the totals in each year with the supporting price proposal templates, Price Summary by Service and Price Summary by Year. If the prices at the first level PWS displayed on the 'Price Summary by Elements' template were used as a basis to estimate the prices at the third level PWS, describe the cost or price estimating relationship or algorithm used to estimate the prices.

VI. Price Summary by Element: This template is designed to collect the detailed information by location for each contract PWS necessary to populate the summary level templates and to summarize the various price elements. The prices for FY's 14-18 should be based on the same scope and level of the fully operational services as that required in the last fiscal year of the Base period, with the exception of Emergency Management Services at JSC, which begin on 10/1/16, and Emergency Management and Fire Services at SSC, which begin on 8/1/17. The effort for the two PWS services having start dates in the option period shall be priced in FY's 14-18 as appropriate.

VII. Direct Labor Hours, Rates and Cost Template: This template is designed to collect detailed direct labor information necessary to populate the 'Price Summary by Elements Template'. Submit the labor templates by location and PWS service for the straight time and overtime direct labor hours, rates and costs proposed in the Base period and Option period. Direct labor hours and costs should be stated on a productive work year basis. The cost of non-productive time is to be classified as labor burden expenses and estimated on the 'Indirect Rates Template'.

Enter in the 'Category per DOL WD or CBA' column, each labor classification, position or job title as listed in the DOL Wage Determination, CBA, GSA Schedule or the Offeror's established positions.

Categorize the labor classifications into the standard NASA Protective Service Labor Categories, as identified in PWS Attachment J-1, Attachment J-1-A.1, and enter in the "NPS Category" column, one of the 22 job category numbers to which it corresponds. The Offeror may add classifications and category numbers to the standard categories for positions which may not be mapped as identified. A written description of added "NPS Category" positions shall be included with the template.

In the "SCA" column, indicate the labor classifications which are exempt (EX) and non-exempt (NE) from the Service Contract Act in the column entitled "SCA". For non-exempt classifications, enter the SCA identification number from the "ID" column assigned in the RFP, Attachment J-5.

Insert the number of Work Year Equivalent proposed for each labor classification in the "WYE" column and disclose the factor used to convert labor hours to WYE. Provide a Reconcile the WYE in the Price Proposal with the staffing plan in the Mission Suitability Volume.

As supporting information to the Direct Labor Rate Template, disclose the basis and rationale used for labor rate development in each classification, including escalation assumptions, shift differentials, lead premiums, overtime premiums, etc. Demonstrate compliance with Department of Labor Wage Determinations and collective bargaining agreements, where applicable.

Special attention shall be directed to the proposed direct labor rates predicated on CBA and Wage Determinations. These rates should be “flat lined” at the last stated rate for the remaining contract years. The final “flat lined” rate will be used in the development of contract equitable adjustments for updated wage determinations and CBA pursuant to FAR 52.222-43.

The amounts on Labor Cost columns shall be the direct labor hours multiplied by the direct labor rates.

A separate set of Direct Labor Templates (Hours, Rates and Price) are required for all services that will utilize fully burdened labor rates established by GSA schedule contracts. Offerors are exempt from the requirements of submitting additional templates disclosing direct and indirect costs and profit on GSA Schedule rates. Display on the Direct Labor Templates, fully burdened labor rates, the straight time and overtime direct labor hours, and computed costs for the proposed labor categories listed on the GSA schedule, and forward the totals to the designated labor price element on the ‘Price Summary by Elements Template’. Submit a copy of the GSA Schedule(s) referenced. Disclose the unburdened labor rates in each FY which will be the baseline rates for equitable adjustments pursuant to FAR 52.222-43. Also identify any discounts off the GSA schedule rates which are included in the proposed labor rates, such as most-favored customer, volume/quantity, or skill mix.

VIII. Subcontractor Costs Template:

This template is designed to collect detailed subcontractor cost information by location and PWS contract service necessary to populate the ‘Price Summary by Elements Template’.

Identify services in each location that will be obtained from subcontractors and the proposed amount per year. A narrative shall be provided describing the services the subcontractor is providing.

A separate and complete price proposal, including templates and detailed pricing information, is required from each team member/subcontractor whose subcontract amount totals \$4M per year or totals \$40M or more for the 10 year period (base plus options).

The Prime Offeror is required to submit in Part 6, the results of the price analyses used to establish the reasonableness of the proposed subcontractor prices, FAR 15-404-3(b).

Small business concerns who are Prime Offerors are required to demonstrate compliance with FAR 52.219-14, Limitation on Subcontracting, and the Small Business Administration’s Ostensible Subcontractor Rule. Prime Offerors are required to submit information which displays the prime and each first-tier subcontractor(s) fully burdened labor cost, excluding profit, for the base contract period and compute each company’s percentage participation in the total workforce.

IX. Other Direct Costs:

This template is designed to collect other direct cost information by location and PWS service necessary to populate the 'Price Summary by Elements Template'. Unless otherwise furnished, the contractor will be responsible for the acquisition, maintenance, and disposal of all property, equipment and supplies necessary for the performance of this contract.

Government furnished property (GFP), equipment (GFE) and services (GFS) to be provided the NPS contractor are identified in the Center/Location Task Orders. As stated in the task orders, the Government will provide the Offeror with facility use, desk space, computers, and selected computer services at each or adjacent to each contract service location. These items should not be listed as Other Direct Costs unless the Offeror is proposing additional units.

Summarize the type and amount of other direct costs planned to be expended during contract performance. Offerors shall categorize other direct cost elements as listed below. Offerors shall provide supporting information; include a brief description of the items, quantities, unit prices and basis of estimate. Identify items or groups of items which are planned to be capitalized. Describe the depreciation method planned to be used, the estimated service life, and the replacement/replenishment schedule for the 10 year period.

Supplies & Materials: Items that will be consumed or expended in contract performance, such as firearm targets and bases, firearm cleaning solutions, fire fighting agents, filters and medical supplies. Include necessary office supplies in this category.

Equipment: Examples of equipment items are Halon fire extinguishers, Mass Decon tents, Infrared heat detectors, auto pulse devices, computer-aided dispatch equipment, computer-based judgmental shooting system, hand-held radar detection devices, magnetometers, infrared cameras, Hazmat detectors, and traffic enforcement devices.

Travel: Include all contractor-required travel costs associated with training, quality assurance inspection, audit, and job qualification standards. Additional task orders will be utilized for authorized travel to support unplanned events and contingency operations.

Vehicles: Include all costs of leased or purchased vehicles, fuel, maintenance, and specialized vehicle equipment, such as light bars, Public Address systems, vehicle mounted camera systems, and vehicle markings.

Uniforms: Include standard daily wear duty uniforms and Fire Officer Dress uniforms.

Protective Gear and Equipment: Examples include belts, holsters, helmets, restraint devices, intermediate force weapons, turn-out-gear, high visibility protective coats and vests and self-contained breathing apparatus.

Other: Miscellaneous items not classified elsewhere, such as canines.

X. Indirect Rates Template:

This template is designed to collect information pertaining to the indirect rates necessary to populate the 'Price Summary by Elements Template' for each location or expense pool. Submit a template displaying the composition of each burden and indirect expense pool for each location. At the Offeror's discretion, separate indirect rate pools may encompass, fringe benefits, labor overhead, management & administrative, general & administrative. Multiple rates (for individual expense pools) per location are anticipated, and shall be based on the Offeror's estimating system. List the elements of each pool, amounts, allocation base and resultant rate. Disclose the application base used to determine contract costs.

Offerors may utilize indirect rates in existing forward pricing rate agreements in lieu of disclosing the elemental cost information. Identify the FPRA agreement number, issuing office and date issued in adequate detail to allow for direct verification.

The following indirect expense pools are the anticipated minimum segregation of burden rates. Additional indirect expense pools shall be added in accordance with the Offeror's own estimating systems.

i. Management and Administrative (M&A):

The Government will not issue a separate task order for contract or location specific management and administration functions. During contract performance, the NPS contractor will be required to allocate across all task orders issued at each location, the costs of managers and administrative personnel planned to be charged to the contract. Submit an 'Indirect Rates Template' for an M&A pool, listing the positions, number of personnel and estimated cost, the allocation base and resultant rate. Describe the accounting method planned to be used to distribute these costs among the applicable task orders. Separately identify any management and administrative labor categories to be provided at rates established by GSA schedule contracts.

ii. Overhead:

For labor-related overhead, include the following labor-related expense elements in either single or multiple burden pools at each location or in accordance with established accounting practices. Attach supporting data which demonstrates compliance with health, welfare and compensated leave benefits required by the Service Contract Act and applicable collective bargaining agreements, based on the costs located on the template(s).

- Payroll Additives, such as FICA, FUTA, SUTA, and workers compensation insurance.
- Fringe Benefits, such as health and life insurance, pension/retirement/savings plans, and other employee benefits.
- Non-Productive Labor, such as the price of all compensated leave.

iii. Other Indirect Rates:

Submit a separate burden/indirect template for other labor related, or other expense pools not identified elsewhere.

iv. General and Administrative (G&A):

Submit a separate burden/indirect template for corporate home office or segment expense pools in accordance with the Offeror's own estimating systems.

XI. Cognizant Audit Office Template (CAOT):

This template is required for each prime Offeror, teaming partner, joint venture partner, or proposed major subcontractor that meets the major subcontractor threshold (\$40,000,000 inclusive contract costs). This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and proposed major subcontractors) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for the prime Offeror, (3) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for companies, partners (in a teaming, joint venture or partnership situation) or proposed major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent

b. All formulas used in the electronic spreadsheets must be clearly visible in the individual cells. Whereas linking among the spreadsheets is required, the use of external links is prohibited. The workbooks must contain no macros or hidden cells.

c. Locks: The electronic submittal shall not be locked/protected or secured by passwords in part or in whole.

d. Worksheet Naming: Offerors may develop their own worksheet naming convention. Ensure that the labels clearly identify the template, supporting information, and differentiate between a Prime Offeror's and subcontractor's data.

7.2.9.3 Part 3 - Responsibility Determination Disclosures

I. Prime Offerors are required to submit information which demonstrates their financial capability to perform the contract. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the business arrangement.

II. Offerors are required to disclose details of any prior accounting system examinations that have been performed, and address the adequacy of their accounting and financial management systems to segregate and report data for each location and contract service in accordance with the Monthly Task Order Price Report DRD.

7.2.9.4 Part 4 – Expenditure Profile

To facilitate initial Government budgetary and funding activities for the contract, prime Offerors are requested to submit a projection of total expenses to be incurred at each location for the

first four quarters of FY09. Reconcile the totals with the amounts on the 'Price Summary By Year' Template. The following is a suggested format:

| | Expenditure Profile by Quarter – FY09 | | | | |
|----------|---------------------------------------|---------------------|---------------------|---------------------|-------|
| Location | 1 st Qtr | 2 nd Qtr | 3 rd Qtr | 4 th Qtr | Total |
| (list) | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

7.2.9.5 Part 5 - Efficiencies And Economies Of Scale

The PWS 3.0, Statement of Objectives, outlines NASA's expectations of considerable operational efficiencies and economies of scale resulting from implementation of the long-term contract and consolidation of services agency-wide. Prime Offerors are requested to submit the ROM of the cost savings associated with the identified operational efficiencies, innovative techniques and economies, which have been included in the proposed approach, either prior to contract start or during performance, and the fiscal years, services, locations and cost elements impacted. Ensure the innovations and efficiencies are in consonance with the Technical Approach, TA3, described in the Mission Suitability proposal. Specifically address any changes in labor resources, skill mix, non-labor resources and indirect costs. The following is a suggested format.

| Efficiency | Fiscal Year | Location | Service | ROM (\$) | Description/Cost Elements/WYE |
|------------|-------------|----------|---------|----------|-------------------------------|
| (list) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

7.2.9.6 Part 6 – Copies Of All Subcontractor Negotiations

Prime Offerors and Major Subcontractors shall perform and provide a copy of a cost analysis of their subcontractors as required by FAR 15.404-3(b).

7.2.9.7 Part 7 – Proposal Prime/Subcontractor Information Summary

All Offerors shall submit a completed Table 1 for the prime, each team member(s) and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Major subcontractors valued at \$40 million or greater are to submit a completed the following Table for all of their subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

TABLE 1

| | |
|---|--|
| Offerors and Major Subcontractors are to fill-in the italic areas in column 2 with the required information | |
| Prime/Major Sub Contractor | <i>Identify name of the prime Offeror or a major subcontractor</i> |
| Title: | <i>The title of the effort you have contracted or the program name subcontracted</i> |
| Description: | <i>A brief non technical description of the work, including identification of the program, project and period of performance.</i> |
| Program: | <i>NASA Protective Services Contract</i> |
| Project: | <i>Provide agency wide Protective Services for NASA</i> |
| Period of Performance: | <i>The length from start date, 10/01/08 to completion date of the contracted effort, 09/30/18 .</i> |
| Type of Action: | <i>New Contract,</i> |
| Contract Type: | <i>FFP</i> |
| Company: | <i>The name of the Prime, Team Member or Subcontractor</i> |
| Address: | <i>Full USPS street address to include suite or apartment numbers</i> |
| Performance Location: | <i>City and State of the principal work performance location(s)</i> |
| USPS 9 digit Zip Code | <i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9 digit Zip code is a Mandatory Requirement.</u></i> |
| Estimated Price with Options | <i>\$ amount rounded to the \$1,000</i> |
| Subcontractors: (>1M) | <i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i> |
| Small Bus. Subcontracting Goals: | <i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)</i> |

7.2.9.8 Part 8 – Additional Task Order Price Schedule Template

The Government may order additional services on an IDIQ basis at any time during the base period and option years, in accordance with the task ordering procedure described in RFP Section H.3. Task orders may be issued to support unplanned activities, contingency operations, special events and studies, and may require both direct labor and non-labor resources.

Prime Offerors are required to submit a schedule of not-to-exceed fixed-price fully-burdened straight time and overtime hourly rates by location and year as required on the 'Additional Task Order Price Schedule' template. The schedules will be incorporated into the contract as PWS, Attachment J-3 and will be used to price all additional task orders issued in each year.

Fully burdened productive straight time and overtime labor rates are required for each labor category listed on the template by location for each fiscal year. The fully burdened labor rates should include annual wage, fringe benefit costs, and escalation for all categories classified as exempt and non-exempt that are not subject to a Service Contract Act, Wage Determination or Collective Bargaining Agreement. The proposed un-escalated SCA and CBA direct labor rates

and related fringe benefits in each FY will be used as a basis for equitable adjustments pursuant to FAR 52.222-43.

Prime Offerors will enter on the template the indirect rates and profit applicable to non-labor resources and other direct costs incurred in performance of the additional task orders. A discount schedule is provided where Offerors may specify discounts applicable to the additional task orders, such as most-favored customer, volume/quantity, skill mix, and spot reductions.

7.2.9.9 **Part 9 - Additional Task Order Labor Rate Development Template**

As supporting information to the 'Additional Task Order Price Schedules' described above, prime Offerors are required to submit the labor rate development template by location for each year in the ten-year performance period. The labor category composite weighted average rates on this template for shall equal the labor rate for that category on the 'Additional Task Order Price Schedules' template, Excel file "NPS Add TO Rates.xls". The template is designed to map the labor classifications proposed by the prime and subcontractors into the standard NASA Protective Services Positions, and develop a single weighted-average composite labor rate for the team for each labor category for each location my fiscal year. An example of the mapping and computations is displayed on the template. Offerors are required to explain any differences between the rates and factors on the template and those used to price the base and optional task order periods.

7.2.9.10 **Part 10 - Total Compensation Plan(Separate Binder)**

The following compensation templates are required in order for the Government to perform an evaluation of your total compensation for compliance with DOL wage determinations, and the disclosure requirements of NFS 1852.231-71 "Determination of Compensation Reasonableness" and FAR 52.222-46 "Evaluation of Compensation for Professional Employees". These templates, Excel file "Labor Rates DOL CBA.xls", will reconcile with the cost templates described above, wherever applicable. The templates are contained in the Excel file "Labor Rates DOL CBA.xls".

A. Compensation Template (a): Salaries And Wages Non-Exempt - Contract Year 1: TC (a) - The Offeror shall submit a completed Compensation Template (a) for non-exempt personnel for Contract year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all proposed labor classifications (included in the cost proposal), by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the PWS, Attachment J-1-A.1. The DOL WD category shall be mapped to the LABOR CATEGORY – Offeror's. The "Incumbent Actual Labor Rate" column is only applicable to incumbent Contractors or subcontractors. Incumbent Contractors or subcontractors are to include the actual average current direct labor rate for each SLC. Depending on whether the category is DOL or CBA covered, include the wage rate in the appropriate column. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. The "Escalation rates for year 2-10" column shall include your annual escalation percentage. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data Attachment J-5 for non-exempt personnel. Check boxes are provided at the top of the template. Check one box per agreement. An example is included on the template for illustration purposes only.

B. Compensation Template (b): Salaries and Wages Exempt - Contract Year 1:

TC (b) - The Offeror shall submit a completed Compensation Template (b) for exempt personnel for Contract year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system. The "Incumbent Actual Labor Rate" column is only applicable to incumbent Contractors or subcontractors. Incumbent Contractors or subcontractors are to include the actual average current direct labor rate for each SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. The "Escalation rates for year 2-10" column shall include your annual escalation percentage. The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

C. Compensation Template (c): Fringe Benefits Analysis Of Compensation Package - Contract Year 1: TC (c) -

A separate template (c) shall be completed for Exempt, Non-Exempt Nonunion, and Non-Exempt Union direct labor. This template is required of the Offeror proposed as prime and all proposed major subcontractors. It should be noted that the minimum hourly fringe benefits rate cannot be less than the DOL specified minimum rate listed in the RFP under Section J for non-exempt employees. The column entitled, "Cost of Fringe Benefit" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract for each of the related personnel type (exempt, non-exempt union/non-union). The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe. Check boxes are provided at the top of the template. Please check one box per agreement.

D. Compensation Template (d): Personnel And Fringe Benefits Policies Contract Year 1: TC (d) -

This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated. Check boxes are provided at the top of the template. Please check one box per agreement.

E. Compensation Template TC (e): Incumbency Assumptions- Contract Year 1: TC (e) -

This template is required of the Offeror proposed as prime and all proposed subcontractors (major and minor). This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefit purposes. Offerors shall select only one option in each category.

In the area entitled, "Labor Rates," the Offeror shall pick one of the three options:

- 1) Proposing to pay current incumbent labor rates,
- 2) Proposing to not pay current incumbent labor rates or,
- 3) Other.

The Government understands that non-incumbent Offerors may be only able to estimate what the current incumbents are making; however, it simply wants to understand your intentions regarding pay for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how your proposed salary structure will allow you to capture the proposed percentage of the qualified incumbent workforce.

In the area entitled, "Seniority Rights," the Offeror shall pick one of the three options: 1) Proposing to maintain seniority rights for fringe purposes, 2) Proposing to not maintain seniority rights for fringe purposes or, 3) Other. The SEB understands that non-incumbent Offerors may be only able to estimate the current incumbent's seniority levels; however, the SEB simply wants to understand your intentions regarding seniority for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how not maintaining seniority rights for fringe benefit purposes will allow you to capture and maintain the proposed percentage of the incumbent workforce.

8.0 VOLUME IV – MODEL CONTRACT AND TASK ORDERS

Acceptance of Terms and Conditions: The proposed Contract terms and conditions incorporated in this RFP are intended for incorporation into any resulting Contract. The Offeror's proposal shall contain a statement of acceptance of these provisions. Alternatively, if the Offeror proposes any changes or deletions to these proposed terms and conditions, or additional provisions, the Offeror should fully explain the Offeror's reasons therefore, with appropriate background information, and recommended substitute language. Any failure to clearly indicate objections to the proposed Contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.

The Model Contract: The model contract shall be in complete agreement with the proposal. However, if the data included in the model contract disagrees with the data in the proposal volumes then the model contract will be considered as having precedence over the data included in the proposal volumes.

NASA Center/Location Task Orders: Each NASA Center/Location Task Order shall be placed here in Volume IV of the Proposal. The Offeror shall submit a proposal for each NASA Center/Location Task Order and place all of them here in Volume IV of the Proposal. All NASA Center/Location Task Orders will be evaluated as part of the Mission Suitability evaluation, but will not be counted against the Mission Suitability volume page limitations.

9.0 VOLUME V – PLANS, FORMS, AND OTHER DATA

The Offeror shall submit all Plans, Forms, and Other Data called for in the RFP here in Volume V. All separate items such as Plans (Management Plan, Quality Assurance Plan, Safety and Health Plan, Subcontracting Plan, etc.), Key personnel resumes, etc, requested in the RFP, will be evaluated as part of the corresponding sections of Mission Suitability, but will not be counted in the page limitations for Mission Suitability.

[END OF SECTION]