PART IV – REPRESENTATIONS AND INSTRUCTIONS

2 3

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

 Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(a) Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:

CLAUSE	DATE	TITLE
NUMBER		
52.203-11	SEP 2005	CERTIFICATION AND DISCLOSURE
		REGARDING PAYMENTS TO INFLUENCE
		CERTAIN FEDERAL TRANSACTIONS
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS
		TRANSFER INFORMATION WITH OFFER
52.237-8	AUG 2003	RESTRICTION ON SEVERANCE PAYMENTS TO
		FOREIGN NATIONALS

(b) DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses (CLINs 004 & 005 Only):

252.209-7001 OCT 2006 DISCLOSURE OF OWNERSHIP OR CONTROL
BY THE GOVERNMENT OF A TERRORIST
COUNTRY
252.209-7002 JUN 2005 DISCLOSURE OF OWNERSHIP OR CONTROL
BY A FOREIGN GOVERNMENT
252.227-7017 JUN 1995 IDENTIFICATION AND ASSERTION OF USE,
RELEASE, OR DISCLOSURE RESTRICTIONS

(End of provision)

2	K.Z	FAR 52.204-3 TAXPATER IDENTIFICATION (OCT 1996)
3	(a)	Definitions.
5 6 7		"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
8 9 10 11 12 13		"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
14 15 16 17 18 19 20 21	(b)	All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
22 23 24 25 26	(c)	The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
27	(d)	Taxpayer Identification Number (TIN).
28		[] TIN:
29		[] TIN has been applied for.
30		[] TIN is not required because:
31 32 33 34]	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
35		Offeror is an agency or instrumentality of a foreign government;
36		Offeror is an agency or instrumentality of the Federal Government.
37	(e)	Type of organization.

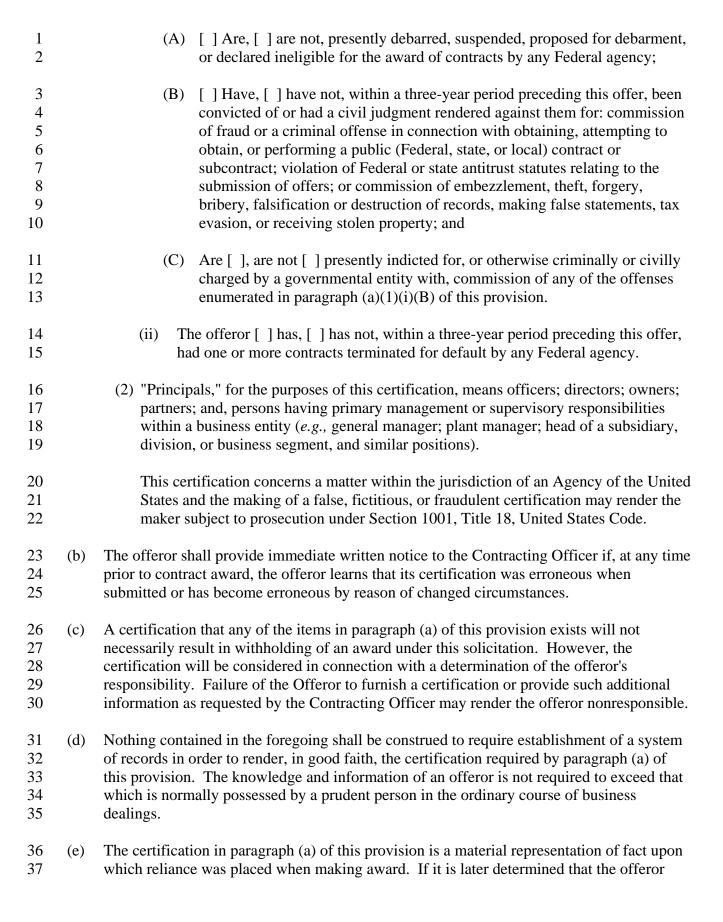
1	[] Sole proprietorship;				
2	[] Partnership;				
3	[] Corporate entity (not tax-exempt);				
4	[] Corporate entity (tax-exempt);				
5	[] Government entity (Federal, State, or local);				
6	[] Foreign government;				
7	[] International organization per 26 CFR 1.6049-4;				
8	[] Other				
9	(f) Common parent.				
10 11	[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of thi provision.				
12	[] Name and TIN of common parent:				
13	Name				
14	TIN				
15 16	(End of provision)				
17 18	K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)				
19 20 21	(a)				
22 23 24	(1) The North American Industry classification System (NAICS) code for this acquisition is 517110.				
25 26	(2) The small business size standard is 1500 employees.				
27 28 29	(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.				
30 31 32	(b)				

1 If the clause at 52.204-7, Central Contractor Registration, is included in this 2 solicitation, paragraph (c) of this provision applies. 3 4 (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is 5 currently registered in CCR, and has completed the ORCA electronically, the offeror 6 may choose to use paragraph (c) of this provision instead of completing the 7 corresponding individual representations and certification in the solicitation. The 8 offeror shall indicate which option applies by checking one of the following boxes: 9 10 [] (i) Paragraph (c) applies. 11 12 [] (ii) Paragraph (c) does not apply and the offeror has completed the individual 13 representations and certifications in the solicitation. 14 15 (c) The offeror has completed the annual representations and certifications electronically via 16 the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies 17 by submission of the offer that the representations and certifications currently posted 18 19 electronically have been entered or updated within the last 12 months, are current, accurate, 20 complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are 21 22 incorporated in this offer by reference (see FAR 4.1201); except for the changes identified 23 below [offeror to insert changes, identifying change by clause number, title, date]. These 24 amended representation(s) and/or certification(s) are also incorporated in this offer and are 25 current, accurate, and complete as of the date of this offer. 26 FAR Clause Title Change Date 27 28 Any changes provided by the offeror are applicable to this solicitation only, and do not 29 result in an update to the representations and certifications posted on ORCA. 30 31 (End of provision) 32 33 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, **K.4** 34 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 35 (DEC 2001) 36 37 (a) 38 The offeror certifies, to the best of its knowledge and belief, that-(1)

The offeror and/or any of its principals-

39

(i)



1 2 3	knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.				
4 5	(End of provision)				
6 7 8	K.5	FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT 1) (APR 2002)			
9	(a)				
10 11		(1)	The North American Industry Classification System (NAICS) code for this acquisition is 517110.		
12		(2)	The small business size standard is 1500 employees.		
13 14 15		(3)	The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.		
16	(b)	Rep	presentations.		
17 18		(1)	The offeror represents as part of its offer that it [] is, [] is not a small business concern.		
19 20 21 22		(2)	[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.		
23 24 25		(3)	[Complete only if the offeror represented itself as a small business concern in paragraph $(b)(1)$ of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.		
26 27 28		(4)	[Complete only if the offeror represented itself as a small business concern in paragraph $(b)(1)$ of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.		
29 30 31		(5)	[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph $(b)(4)$ of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.		
32 33		(6)	[Complete only if the offeror represented itself as a small business concern in paragraph $(b)(1)$ of this provision.] The offeror represents, as part of its offer, that-		

1 2 3 4 5 6	(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
7 8 9 10 11 12 13	(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
15 16	(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
17	[] Black American.
18	[] Hispanic American.
19	[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
20 21 22 23 24 25	[] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
26 27	[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
28	[] Individual/concern, other than one of the preceding.
29	(c) Definitions. As used in this provision-
30	"Service-disabled veteran-owned small business concern"-
31	(1) Means a small business concern-
32 33 34	(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

1 2 3 4			(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.			
5 6		(2)	"Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).			
7 8 9 10			"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.			
11			"Veteran-owned small business concern" means a small business concern-			
12 13 14			(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and			
15 16			(ii) The management and daily business operations of which are controlled by one of more veterans.			
17	"Wo	men-	-owned small business concern" means a small business concern-			
18 19 20		(1)	That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and			
21 22		(2)	Whose management and daily business operations are controlled by one or more women.			
23	(d)	Not	ice.			
24 25 26		(1)	If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.			
27 28 29 30 31 32		(2)	Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –			
33			(i) Be punished by imposition of fine, imprisonment, or both;			

1		(ii) Be subject to administrative remedies, including suspension and debarment; and				
2 3		(iii) Be ineligible for participation in programs conducted under the authority of the Act.				
4	(End of provision)					
5 6 7 8	K.6	FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)				
9 10	The	offeror represents that-				
11 12 13	(a)	It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;				
14 15	(b)	It [] has, [] has not filed all required compliance reports; and				
16 17 18	(c)	Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.				
19	(Enc	of provision)				
20 21 K.7 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)						
22 23 24	The	offeror represents that-				
25 26 27	(a)	It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or				
28 29	(b)	It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.				
30	(Enc	of provision)				
31 32 33	K.8	FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)				
34 35 36	(a)	Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.				
37	(b)	By signing this offer, the offeror certifies that-				

1 2 3 4 5 6 7	contra section (EPC (PPA) the life	he owner or operator of facilities that will be used in the performance of this ract that are subject to the filing and reporting requirements described in on 313 of the Emergency Planning and Community Right-to-Know Act of 1986 CRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 A) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for ife of the contract the Toxic Chemical Release Inventory Form (Form R) as ribed in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or		
8 9 10	is sub	e of its owned or operated facilities to be used in the performance of this contract oject to the Form R filing and reporting requirements because each such facility is upt for at least one of the following reasons: [Check each block that is applicable.]		
11 12	[](i)	The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;		
13 14	[] (ii)	The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);		
15 16 17 18	[] (iii)	The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);		
19 20 21	[] (iv)	The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:		
22		(A) Major group code 10 (except 1011, 1081, and 1094.		
23		(B) Major group code 12 (except 1241).		
24		(C) Major group codes 20 through 39.		
25 26 27		(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).		
28 29 30 31		(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, <i>et seq.</i>), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or		
32	[](v)	The facility is not located in the United States or its outlying areas		
33 34	(End of provision	on)		

1 2 **K.9** FAR 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003) 3 4 The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of 5 6 unknown origin to have been mined, produced, or manufactured outside the United States. 7 The offeror shall list as foreign end products those end products manufactured in the 8 United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are 9 10 defined in the clause of this solicitation entitled "Buy American Act-Supplies." 11 12 (b) Foreign end products: 13 Line Item No. Country of Origin 14 15 [List as necessary] 16 17 The Government will evaluate offers in accordance with the policies and procedures of 18 part 25 of the FAR. 19 20 (End of provision) 21 K.10 FAR 52.225-6 TRADE AGREEMENTS CERTIFICATE (JUNE 2005) 22 23 (a) The offeror certifies that each end product, except those listed in paragraph (b) of this 24 provision, is a U.S.-made or designated country end product, as defined in the clause of this 25 solicitation entitled "trade agreements." 26 27 The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products. 28 29 30 Other end products: 31 Line Item No. Country of Origin

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[List as necessary]

(End of provision)

K.11 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

36 ______

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

42 (End of provision)

1 K.12 FAR 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE 2 CHANGES (APR 2005) 3 4 The offeror shall check "yes" below if the contract award will result in a required or unilateral 5 change in cost accounting practice, including unilateral changes requested to be desirable 6 changes. [] Yes [] No 7 8 If the offeror checked "Yes" above, the offeror shall -9 10 Prepare the price proposal in response to the solicitation using the changed practice 11 for the period of performance for which the practice will be used; and 12 13 (2) Submit a description of the changed cost accounting practice to the Contracting 14 Officer and the cognizant Federal agency official as pricing support for the proposal. 15 16 (End of provision) 17 18 K.13 NFS 1852.245-79 USE OF GOVERNMENT-OWNED PROPERTY (JUL 1997) 19 20 The offeror does, does not intend to use in performance of any contract awarded as a (a) 21 result of this solicitation existing Government-owned facilities (real property or plant 22 equipment), special test equipment, or special tooling (including any property offered by 23 this solicitation). The offeror shall identify any offered property not intended to be used. 24 If the offeror does intend to use any of the above items, the offeror must furnish the 25 following information required by Federal Acquisition Regulation (FAR) 45.205(b) and NASA FAR Supplement (NFS) 1845.102-71: 26 27 28 Identification and quantity of each item. Include the item's acquisition cost if it is not (1) property offered by this solicitation. 29 30 31 (2) For property not offered by this solicitation, identification of the Government 32 contract under which the property is accountable and written permission for its use 33 from the cognizant Contracting Officer. 34 35 Amount of rent calculated in accordance with FAR 45.403 and the clause at FAR 36 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis 37 by this solicitation. 38 39 The dates during which the property will be available for use, and if it is to be used in 40 more than one contract, the amounts of respective uses in sufficient detail to support 41 proration of the rent. This information is not required for property offered by this 42 solicitation.

1 2 3	(b)	The offeror \(\subseteq \text{does}, \(\subseteq does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish			
4 5 6 7		(1)	Identification of the property, quantity, and estimated acquisition cost of each item; and		
8 9 10		(2)	The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).		
11 12 13	(c)		e offeror intends to use any Government property (paragraph (a) or (b) of this ision), the offer must also furnish the following:		
14 15 16		(1)	The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.		
18 19 20 21		(2)	A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.		
22 23 24 25		(3)	A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.		
26	(End	of pr	ovision)		
27 28			[END OF SECTION]		

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

2 3

SECTION L

Instructions, Conditions, and Notices to Offerors

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

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

http://www.arnet.gov/far/

http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

I. Federal Acquisition Regulation (48 CFR Chapter 1)

<u>CLAUSE</u> 52.204-6	DATE OCT 2003	TITLE CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY
52.222.46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

52.232-38 MAY 1999 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

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II. NASA FAR Supplement (48 CFR Chapter 18) Provisions

<u>CLAUSE</u> 1852.227-71	<u>DATE</u> APR 1984	TITLE REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.228-80	SEP 2000	INSURANCE – IMMUNITY FROM TORT LIABILITY
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA
		(End of provision)

L.2 TYPE OF ACQUISITION

In accordance with FAR 52.219-6, this acquisition is a total small business set-aside.

(End of provision)

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single cost-plus-award-fee (CPAF) contract resulting from this solicitation for baseline (CLIN 002 and associated options), NASA CPAF ID/IQ (CLIN 003 and associated options), and Firm Fixed Price for CLIN 1 and DoD requirements (CLIN 004 & 005 and associated options).

(End of provision)

L.4 NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices) as proposal Volume VI, Safety and Health Plan. 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.

1 When applicable, the plan shall address the policies, procedures, and techniques (b) 2 that will be used to ensure the safety and occupational health of the public, 3 astronauts and pilots, the NASA workforce (including contractor employees 4 working on NASA contracts), and high-value equipment and property. 5 6 The plan shall similarly address subcontractor employee safety and occupational (c) health for those proposed subcontracts that contain one or more of the following 7 8 conditions: 9 10 (1) The work will be conducted completely or partly on premises owned or controlled by the Government. 11 12 13 The work includes construction, alteration, or repair of facilities in excess of 14 the simplified acquisition threshold. 15 16 The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including 17 contractor employees working on NASA contracts), or high value equipment 18 or property, and the hazards are not adequately addressed by Occupational 19 20 Safety and Health Administration (OSHA) or Department of Transportation 21 (DOT) regulations (if applicable). 22 23 (4) When the assessed risk and consequences of a failure to properly manage and 24 control the hazards warrants use of the clause. 25 26 (d) This plan, as approved by the Contracting Officer, will be included in any resulting 27 contract. 28 29 (End of provision) 30 31 L.5 OPTION TO PURCHASE INCUMBENT CONTRACTOR-OWNED (SPACE 32 GATEWAY SUPPORT (SGS)) CAPITAL EQUIPMENT AND MATERIAL IN 33 **STOCK** 34 35 Per contract NAS10-99001, Provision H-9, the successful offeror may choose to purchase from 36 the incumbent contractor, SGS, capitalized assets (see Attachment L-6) at current net-book-value 37 (NBV) subject to reasonable terms and conditions regarding payment and other matters to be 38 agreed upon by the incumbent contractor and the successor contractor. The offeror's proposal 39 will not be evaluated favorably or unfavorably based on their decision to use or not to use this 40 option. 41 42 (End of provision)

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1 **L.6** FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) 2 3 Protests, as defined in section 33.101 of the FAR, that are filed directly with an (a) 4 agency, and copies of any protests that are filed with the Government 5 Accountability Office (GAO), will be served on the Contracting Officer (addressed 6 as follows) by obtaining written and dated acknowledgment of receipt from: 7 8 Mailing Address: 9 NASA/John F. Kennedy Space Center 10 ATTN: Sean D. Howe /SEB-IT Kennedy Space Center, FL 32899 11 12 13 The copy of any protest will be received in the office designated above within one 14 day of filing a protest with the GAO. 15 16 (End of provision) 17 18 L.7 NFS 1852.233-70 PROTESTS TO NASA (OCT 2002) 19 20 Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a 21 22 protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for 23 Procurement, who will serve as or designate the official responsible for conducting an 24 independent review. Protests requesting an independent review will be addressed to: 25 26 Assistant Administrator for Procurement 27 NASA Code H 28 Washington, DC 20546-0001. 29 30 (End of provision) 31 32 L.8 AVAILABILITY OF REFERENCE INFORMATION 33 34 For this solicitation, there is an electronic "Bidder's Library," on-line at: (a) 35 http://imcs.ksc.nasa.gov. The Contracting Officer will update the electronic Bidder's Library as necessary or upon request for documents referenced in the 36 solicitation and not otherwise available to the offeror. 37 38 39 (b) Standards, such as Federal, military, industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) 40 codes, standards, specifications, and technical documents incorporated by reference 41 in this solicitation must be obtained, at the bidder's expense, from the organization 42 which develops, establishes, and/or publishes those documents. 43 44 45

(End of provision)

L.9 COMMUNICATIONS AND REQUESTS FOR INFORMATION

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

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Name: Sean D. Howe, Contracting Officer Address: NASA/Kennedy Space Center

8 Mail Code: SEB-IT

Kennedy Space Center, FL 32899

Phone: (321) 867-7358 (Collect calls are not accepted)

FAX: (321) 867-7191 11

E-mail: KSC-IMCS-INFO@mail.nasa.gov (preferred method of communication.)

(Subject line will read "IMCS – Inquiry (Company Name)"

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OUESTIONS/COMMENTS MUST BE SUBMITTED IN WRITING to the Government representative identified above not later than TBD to ensure a Government response. Questions/comments received after that date may not be answered. Questions and responses will be posted via an amendment to the solicitation. Any amendments to the RFP will be provided electronically on the NASA Acquisition Internet Service (NAIS) and Federal Business Opportunities (FedBizOpps) websites.

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(End of provision)

L.10 PROPOSAL SUBMISSION

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(a) Offerors will submit all required proposal information, delivered by the offeror, commercial carrier or US Postal Service to the Source Evaluation building M6-787, A Ave. and 4th St., Mail Code: SEB-IT, Kennedy Space Center, FL 32899, no later than 12:00 noon local time TBD. Early submission may occur between the hours of 8:00 a.m. and 4:00 p.m. local time, Monday through Friday, except legal holidays. Proposals arriving after the prescribed time for receipt of proposals will be considered late and treated in accordance with FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions.

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All volumes (except Volume IV, Past Performance) will be delivered NLT Noon TBD. Volume IV, Past Performance, will be delivered NLT TBD (2 weeks prior to proposals), but may be submitted early. Late submission of any volume including Volume IV will be handled in accordance with FAR 52.215-1.

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All proposals delivered in response to this solicitation will reflect the following (b) information on the address label:

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(1) Solicitation NNK07200304R, IMCS

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The legend, "To be delivered unopened to the Contracting Officer (Sean D. Howe)"

(End of provision)

(3) The volume and copy numbers contained in each box.

L.11 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

(a) The page limitations included in Provision L.12 below are established for each portion of the proposal submitted in response to this solicitation.

 (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 Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. 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.12 PROPOSAL SUBMITTAL INSTRUCTIONS

 Proposals will be submitted in six volumes as depicted below and one complete proposal will be marked as "Original" for retention by the Contracting Officer. Each volume must be contained in a three ring binder. No material outside of the proposal volumes may be incorporated by reference. A suitable table of contents (excluded from the page limitations) will be provided with each volume for ready reference to sections, figures, and illustrations.

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		No. of		Max. Binder
Volume	<u>Title</u>	Copies	Page Limit	Size
I*	Management	16	300*	1.5"
П*	Technical	16	300.	1.5"
III	Cost	16	None	1.5"
IV	Past Performance	8	15	1"
V	Plans and Other Data	8	200	1.5"
VI	Safety and Health Plan	8	75	1"

VII Model Contract	4	None	1.5"
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* Volumes I and II combined have a limitation of 300 pages. These volumes will be provided in separate binders.

Except for the Cost Volume, all volumes will be prepared and submitted using a Times New Roman font. Non-text illustrations, captions, figures, tables, and graphics text will use a Times New Roman font, with a type-size no smaller than 8-point. The text should be printed on both sides of the sheet and each side of the sheet, tab, or divider containing proposal material will be counted as a page. Printed pages and illustrations will be legible and no larger than 11"x17" foldouts as appropriate for the subject matter. Each foldout will be printed on one side only, fold entirely within the volume, and will count as two pages. All pages in each volume will be numbered sequentially. Any pages that do not conform to these formatting instructions will be removed from the proposal without being evaluated and will be returned to the offeror.

The offeror will provide a list or chart tracking the page and paragraph numbers of the Management, Technical, and Cost proposal instructions to the proposal's page and paragraph numbers. This list, and RFP forms to be completed, proposed metrics, and financial reports, are excluded from the page limitation.

In order to reduce redundancy in the proposal, the offeror may reference another section in the proposal rather than duplicate the information in more than one location; however, consistency in the logical flow of the subject matter must be maintained.

The offeror's proposal will be signed by an official authorized to bind the company in accordance with FAR 4.102.

In addition to the number of paper copies cited above, the offeror must submit five electronic copies of each volume on CD-ROM. To enable the Government to successfully view the proposals electronically, the offeror will submit proposals in the Adobe Portable Document File (PDF) format. PDF files have the capability to duplicate the printed page and these PDF files will be exact duplicates of the paper copies. For files requested in both PDF and MS Excel XLS format, the PDF file will duplicate the paper copy while the XLS file will have identical content. The Government may compare the electronic and paper copies to the "Original" proposal; if a variation in content between the "Original" proposal and the paper/electronic copies is noted, and that variation is not resolved with the offeror, the "Original" proposal will be considered as the submitted proposal. Page count is determined by the "Original" proposal. Each CD-ROM case and the CD-ROM itself must be labeled with the offeror's name and numbered sequentially in the required number of copies. The information is to be submitted on quality, error-free, virus-free CD-ROM formatted and readable by the computer system named in paragraph F below and compatible with the noted software package.

(a) File Preparation: The offeror will generate "bookmarks" within each PDF file for at least each section and subsection of the document. Bookmarks will be generated based on indexed entities appearing in the document table of contents. The offeror has the option of generating "thumbnails" within the PDF files as well. The minimum requirement for hypertext links is an overall proposal table of contents

linked to each volume and a table of contents within each PDF file linked to each section of the file. Additional hypertext links within the proposal are at the offeror's discretion. The use of thumbnails or additional hypertext links will not influence the evaluation. The PDF file has a built in security function. The offeror will set all security options in each PDF file to "allowed." All text, including table and figure identifiers, will be indexed and 100% searchable text.

(b) Font and Page Setup: Text font and layout will be as stated above for all copies. Hypertext links will be the same minimum font size. The preferred method of implementing hyperlinks is to indicate the hyperlink by blue font color and establishing the hyperlink in Acrobat with "invisible rectangle" with "no outline." However, the offeror may indicate hyperlinks by any color font or with a visible rectangle.

(c) Other Requirements: The offeror will not embed sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.

(d) Electronic Proposal Format and Structure: Each volume of the electronic proposal will be on its own CD-ROM. A hard copy list of the CD-ROM contents showing the directory, document title, and file name will accompany the electronic submittal.

(e) Key Terms, Abbreviations, and Acronyms: Include in Volume V, *Plans and Other Data*, the list of key terms used in the proposal with their definitions, and a list of acronyms and abbreviations used in the proposal.

(f) Viewing Environment: The Government anticipates viewing the electronic submittals with the following computer software and hardware: (1) PC-compatible systems, (2) Windows XP operating system, (3) Adobe Acrobat Reader 7.0, and (4) Microsoft Office 2003.

(End of provision)

L.13 STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-ins in Sections B-K will be completed and submitted in *Volume VII*, *Model Contract*. The signed SF 33 and the pages with the required fill-ins (including the fill-ins identified in Attachment B and other attachments) will be submitted. If proposal data included in the model contract disagrees with the data in the proposal volumes, the model contract data will take precedence over the data included in the proposal volumes. Annual representations and certifications will also be completed electronically in accordance with K.2, *Annual Representations and Certifications* (FAR 52.204-8). The balance of the solicitation need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes will be separately

identified in the Summary of Exceptions and submitted in *Volume VII*, *Model Contract*. **All SF** 33s require original signatures.

(a) It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of **210** days. However, in accordance with paragraph (d) of FAR 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the offeror.

(b) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

(End of provision)

L.14 OFFEROR ACCEPTANCE OF TERMS AND CONDITIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. The offeror will fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list will include all exceptions and will be included in Volume VII, *Model Contract*.

Include any proposed changes to the RFP terms and conditions in Volume VII, *Model Contract*., and discuss the effect of the proposed changes in Volumes I, II, III, V, and VI, as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

(End of provision)

L.15 OFFEROR'S PROPOSED ENHANCEMENTS/TERMS, CONDITIONS AND CLAUSES

(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 enhancement in the proposal, the offeror agrees to fully implement each as stated with all of the implied attendant requirements.

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Include any proposed changes to the RFP terms and conditions in Volume VII, Model Contract, and discuss the effect of the proposed changes in Volumes I, II, III, V, and VI, as appropriate.

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(End of provision)

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L.16 SPECIFIC PROPOSAL INSTRUCTIONS

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Contents of Mission Suitability proposal instructions:

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(a) General Instructions

11 12 (b) Mission Suitability Proposal Format

(c) Mission Suitability Instructions by Sub-factor

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(a) **General Instructions**

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The Mission Suitability proposal will be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability proposal will demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal and will not be incorporated by reference.

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Where use of subcontractors is proposed, the proposal will clearly distinguish between the prime contractor's and the subcontractor's work and responsibilities

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33 34 The offeror will identify and discuss the risk factors associated with accomplishment of the requirements of the contract. This must be done as appropriate in the Mission Suitability proposal. Risk factors may be those inherent in the work, unique to the offeror's proposed approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel and information technology), export control, and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion should provide its approach to managing the risk (i.e., probability of the risk, impact and severity, time frame, and risk acceptance or mitigation).

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Mission Suitability Proposal Format (b)

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The Mission Suitability proposal must be divided and presented by each Mission Suitability sub-factor as follows:

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Management Sub-factor

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Volume I, Management 0 and associated information in Volume V, Plans and Other Data. 0

1	 Technical Sub-factor
2	o Volume II, <i>Technical</i>
3	o and associated information in Volume V, Plans and Other Data
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(c) Mission Suitability Instructions by Sub-factor

Volume I, Management

General Requirements

The offeror's proposed response to the Management sub-factor will describe the proposed approach that reflects a thorough and comprehensive understanding of the management requirements of the contract. The offeror's response will provide sufficient detail to substantiate the proposed approach.

Management Approach

Discuss the proposed management approach to execute, integrate, prioritize, manage, track, and ensure timely completion of routine as well as program-driven requirements. The offeror will:

- (a) Describe its management approach, strategies, processes, techniques, policies, and procedures to: (1) provide flexible, effective, and efficient implementation of customer requirements; (2) integrate and report cost, technical and schedule performance; (3) effectively utilize workforce; (4) effectively communicate with internal and external customers; (5) provide innovative management solutions; (6) effectively manage and assess contract performance; (7) consolidating work efforts to reduce operational cost; (8) integrating and optimizing across all PWS elements; and (9) accomplish surges in requirements during special testing, operations, and launch manning activities.
- (b) Describe how the offeror will integrate major subcontractors among offeror's resources.
- (c) Discuss organizational responsibilities and relationships of the proposed approach and how they are managed.
- (d) Discuss any corporate policies or innovative approaches that may offer operational efficiencies, productivity enhancements, and/or improved quality.
- (e) Discuss availability of corporate resources to assist in resolving issues.
- (f) Describe the offeror's decision-making processes and how conflicts are resolved at the various levels within the organization.
- (g) Discuss the offeror's approach to continuous improvement and process control.
- (h) Describe how the offeror will manage configuration control and assess cost and schedule impacts of new requirements.

 (i) Describe the offeror's management approach for developing Task Order proposals.

(j) Describe the approach that ensures an effective working relationship with the Government and other contractors in meeting the technical interface requirements. Describe proposed processes and approaches to establish Associate Contractor Agreements (ACAs) (clause H.19).

(k) Describe how you will effectively manage Work for Others (clause H.17) while ensuring Government requirements are fully met.

Describe how the missions and goals of multiple programs and projects will be met while successfully meeting operational requirements and day-to-day changes.

Discuss the approach to providing key Government personnel on-line access to systems and data generated in the course of the contract.

Describe the capabilities for ad-hoc queries and report generation.

Staffing and Total Compensation

(a) Personnel Management/Compensation Plan:

The offeror's proposal will include a Personnel Management/Compensation Plan, as well as associated rationale. This Plan will be submitted in Volume V, *Plans and Other Data* and will contribute to the scoring of the Management sub-factor. The Plan must comply with the requirements of FAR 52.222-46 and NFS 1852.231.71. The Personnel Management/Compensation Plan will contribute to the scoring of the Management subfactor. Data such as wage and salary ranges and fringe benefit data formulas, factors, and rates will be submitted as part of Volume III, *Cost*. Describe the differences for union and non-union employees for each PWS section, when applicable.

- (1) Discuss how wages, salaries, and fringe benefits were established for union and non-union employees. Describe applicability of the Service Contract Act, Davis Bacon Act, negotiated union agreements and any other wage determinations that affect the offeror's job classifications and compensation structure.
- (2) Describe the offeror's plans for recruiting, staffing, and retaining qualified personnel; including incumbent personnel, internal corporate personnel, and external recruitment. The compensation package will be described in terms of its capability to support recruitment, to retain employees, and its realism. The compensation levels proposed will reflect a clear understanding of the work to be performed as evidenced by the proposed compensation structure.

(i) Describe any proposed special provisions for hiring incumbent personnel including recognition of talent, protection of current wages/salaries and fringe benefits coverage. Include target capture rate and basis, and method of recruiting and hiring.

- (ii) Describe incentives to motivate and reward performance and to encourage the retention of personnel. Describe the offeror's overall management approach to attracting and retaining qualified personnel capable of meeting PWS requirements at a high level of excellence, and managing the transfer of corporate knowledge and critical skills throughout the life of the contract. Discuss these aspects with respect to scientific/engineering workforce and competition for talent/expertise with other local aerospace companies.
- (iii) Identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from the following sources (including both offeror and major subcontractors):
 - 1. Incumbent workforce broken down by exempt and non-exempt employees
 - 2. Outside recruitment, other than incumbent workforce
 - 3. Internal labor resource (corporate or company wide)
- (3) Describe planned wage/salary escalations for exempt and non-exempt employees. Discuss how the proposed Personnel Management Plan recognizes the differences in skills and complexities of the varied disciplines, as well as job difficulty. Describe how the potential impact of different pay scales would be handled where services provided by major subcontractors are similar to those provided by the offeror.
- (4) Discuss the proposed fringe benefit policies and practices regarding health insurance coverage, the types of health insurance benefits offered, the company share of premium costs, the effective date of coverage, and anticipated escalation of insurance costs. Describe the proposed policy on assuming health insurance coverage for incumbent employees, including handling pre-existing health conditions.
- (5) Discuss the 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. Describe offeror's pension portability approach.
- (6) Describe the proposed paid time-off policies including vacation, sick leave, holidays, and payment policies regarding severance pay, overtime pay, holiday

pay and any other premium pay anticipated. Describe the offeror's plan for carrying over leave balances, and recognition of service dates for incumbents.

- (7) Describe any other benefits included in the compensation package not previously identified.
- Describe personnel polices, performance incentives, promotions, awards, training, seniority, and professional development.

(b) Staffing Plan

The offeror's Staffing Plan will be included in Volume V, Plans and Other Data, and will contribute to the scoring of the Management sub-factor. This Plan will contain all proposed work year equivalents (WYE) and headcount for each WBS down to the second level WBS (for the purposes of this section, second level is defined as 1.1, 1.2, & 1.3 etc) with the exception of 3.1.1, 3.1.2, 3.4.3, 3.5.1, 3.5.2, 3.5.3 and 3.5.4, which will be reported at the third level WBS. The WBS structure should not be construed as a required organizational structure, rather as a functional identification of the contractual requirements. The offeror's proposed approach and required staffing levels will be consistent with the proposed organizational structure. Include all staffing levels for the offeror and subcontractors. The offeror's Staffing Plan will reflect both WYEs and headcount for each WBS element. The offeror's Staffing Plan will contain any necessary assumptions, rationale, or other verbiage for evaluators to clearly understand proposed staffing levels and associated skill mix. Identify each position as incumbent capture, current employee, or new hire. The offeror will discuss off-shift/weekend coverage, use of overtime, and incorporation of technology to reduce costs and improve responsiveness to real time requirements.

Using the format provided in Attachment L-2, for each year of the contract, the offeror will identify by SCA occupational title or CBA title for each position down to the second level WBS (for the purposes of this section, second level is defined as 1.1, 1.2, & 1.3 etc) with the exception of 3.1.1, 3.1.2, 3.4.3, 3.5.1, 3.5.2, 3.5.3 and 3.5.4, which will be reported at third level WBS element. Each occupational title will be inserted under the following labor classifications:

(1) Management/Supervision: First level supervisor and above.

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Scientific/Engineering: Occupations requiring a technical degree, equivalent certification, or qualifying experience, such as engineering, mathematics, physics, etc.

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43 44 Professional/Administrative: Occupations primarily concerned with business and financial management, labor/personnel management, contract administration, and management systems, such as accountant, contract specialist, librarian, writer, etc.

(4) Technician/Craft: Occupations requiring technical training or certification in support of engineers or scientists and other work pertaining to computer systems, electronic, electrical, or mechanical components/equipment, or trades categories in the areas of plant operations, maintenance, and service disciplines. Some examples may include: drafter, graphics specialist, or photographer.

(5) Clerical/Support: Any clerical/secretarial and support classifications

All labor rates and associated labor costs for each title will be contained in Volume III, *Cost*.

(c) Labor Relations Plan

Provide a Labor Relations Plan (offeror and subcontractor(s) proposing work that is currently represented by organized labor). This plan will be submitted in Volume V, *Plans and Other Data*, and will contribute to the scoring of the Management sub-factor. The success of this plan has near-term ramifications to contract transition and long-term cost and operational implications; therefore, the offeror must clearly explain the proposed plan of action and, at a minimum, discuss the following aspects:

- (1) Describe the offeror's plan for recognizing the organized labor associations that are currently represented on the contract.
- (2) Describe how the offeror will comply with the economic terms of the existing CBAs that are referenced in the Wage Determination. Provide detailed discussion on offeror's plan to negotiate new CBAs and how such approach minimizes cost to the Government while maintaining reasonable terms and conditions for the workforce.
- (3) Describe how the offeror plans to interface with unions on a day-to-day basis. Describe the required experience of the position(s) responsible for working labor relations issues within the company. Identify where that position will be located and the level of autonomy. Identify the approach to employee accessibility to human resource personnel to resolve day-to-day issues.
- (4) Describe the proposed methods to promote and maintain amicable labor relations in accordance with prudent business practices during the transition phase and during contract performance.
- (5) Describe the offeror's general approach for continued operations in the event of a strike.
- (6) Describe how the offeror will use cross utilization of personnel between functional areas.

(d) Organizational Structure

The following information will be submitted to describe the proposed organizational structure for the execution of this contract:

(1) Local organization chart(s), including offeror and any subcontractors, team members, and affiliates. Clearly show how the PWS functional areas are distributed across the organization, and associated lines of authority, responsibilities, and communication.

(2) Show the relationship between the IMCS Program Manager and the corporate organizational structure. Discuss the level of autonomy for the IMCS Program Manager and level of recurring reporting/accountability to Corporate.

 (3) Discuss teamwork and reliance among the offeror's proposed organization, and the basis for selection of the teaming contractor, and an explanation of each teaming contractor's responsibility. Describe organizational features that contribute to maintaining flexibility, effective communications, and promoting efficiency throughout performance of the contract requirements. Describe any noteworthy relationships with other KSC contractors, customers, and stakeholders. Discuss how the organizational structure and respective personnel will be used to ensure clear communication with these entities.

(e) Key Personnel

 In Volume I, *Management*, the offeror will propose key personnel positions (maximum of 12) and explain why these proposed key positions are critical to the success of the contract. Clearly describe the function, responsibility, and authority for each key position. Describe why the personnel being proposed for these positions are qualified and indicate the percentage of time each key person will devote to this position. Offerors will indicate any key personnel with less than full time commitment to the contract and describe how requirements will be met. Provide evidence of the level of commitment for proposed key personnel. Identify any commitment of key personnel that are contingent upon the outcome of another competition.

In Volume V, *Plans and Other Data*, the offeror will provide for each proposed key person a resume and signed letter of commitment as to the level and duration of availability for this contract. This information will contribute to the scoring of the Management sub-factor.

IMCS Contract Phase-In Plan

The Government anticipates a phase-in period not exceeding 90 days prior to contract start (October 1, 2008) for the purpose of obtaining full operational readiness on the first day of the contract to include all deliverables due on contract start. Accordingly, the

offeror will submit a Contract Phase-In Plan in Volume V, Plans and Other Data which will include a proposed phase-in period. This Plan will be scored as part of the Management sub-factor. The offeror will convey a clear understanding of the issues associated with transitioning between contracts of this size and complexity. The Phase-In Plan will describe the offeror's overall strategy and approach for ensuring a smooth and seamless transition of personnel and all non-personnel resources without compromising effective and efficient operations and without any disruption in services. Phase-In considerations will include a discussion of the following: (a) comprehensive approach for transitioning all critical contract activities, (b) implementing proposed processes and strategies, (c) continuation of work in progress, (d) method for obtaining maintenance agreements, licenses, and operational leases on required equipment, (e) work control system migration, data and record conversion, (f) timecard and financial systems, (g) property issues, (h) personnel access and badging, (i) facility space, (j) transition meetings and tracking of key milestones with associated schedules, (k) transition staffing and management team, (1) method for identifying, addressing, and dispositioning problems and issues, and (m) phase-in risk mitigation strategy.

Varying Demands and Workload Fluctuations

During the period of performance of the IMCS contract, NASA will phase-out the Space Shuttle Program (SSP), and phase-down the International Space Station Program (ISSP) with concurrent phase-in of the Constellation Program, specifically the Ares and Orion projects. The offeror will describe the proposed strategies for handling this unique transition and minimizing disruption to critical work and the overall workforce. Describe any risks associated with workforce and/or skill mix retention, in particular engineering expertise and technical personnel and proposed mitigation strategies. Describe any innovative approaches to handling changes in requirements. Describe how potential areas for requirements trade-offs and alternative approaches will be coordinated with NASA.

The offeror will address their approach to accommodating workload fluctuations for short-term and long-term increases and decreases in the level of support that are associated with additional task order requirements or budget challenges in a given year. This will include their approach to the following: (1) filling new and/or vacated positions; (2) accommodating workload adjustments through the cross-utilization of personnel; (3) obtaining personnel with specialized knowledge and skills; and (4) initiating other plans which demonstrate flexibility to respond to fluctuating requirements which might arise due to unusual or emergency situations. Each of these approaches will include effects on management, subcontracts, continuity and quality of services, and other factors resulting from changes in demand and workload.

Risk Management

The offeror will submit a Risk Management Plan in Volume V, *Plans and Other Data*, which will be scored as part of the Management sub-factor. The offeror will describe its overall approach to identifying, assessing, and mitigating risk. The offeror will

demonstrate how its risk approach is integrated into the overall performance of contract requirements on an ongoing basis. The offeror's Risk Management Plan will be developed in accordance with the policies and elements identified in the PWS and DRD-MS-20, and describe an effective, systematic decision process for managing risks.

The offeror will provide an assessment of relevant risks associated with the offeror's management approaches to contract transition/phase-in; contract administration and execution; and performance of PWS requirements. Risk areas to be addressed include, but are not limited to, safety and health; technical performance; cost; schedule; security (including personnel, information technology, facilities/property); the need to involve foreign sources (offeror and/or governmental); export control; and environmental considerations. This assessment should discuss the sources of risk; provide criteria for and evaluate risk attributes such as probability and impact, and propose mitigation strategies.

Financial Management

The offeror will discuss its approach and fully describe its integrated financial management system structure and capabilities. The offeror will:

(a) Describe how the offeror's financial management system will effectively support the development of the Five-Year Technical and Cost Plan (DRD-MS-02).

(b) Describe how the NF 533 Financial Report (DRD-MS-03) will meet contractual requirements

(c) Describe your approach to complying with the financial management reports required by PWS 1.2.

Contract Award Fee

The offeror will demonstrate the proposed award fee dollars are appropriate and meaningful to incentivize excellent performance. Describe any approaches to incentivize personnel (prime and subcontractors) through distribution of earned award fee.

Technical Management

The offeror will describe its proposed approach for technical management in the following areas: Operations, Customer Requirements, Work Documentation Authorization (In-Family/Out-of-Family), Configuration Management, Work Control, Maintenance, Sustaining Engineering, Systems Engineering, Test Team Interface, System Outage Management, Formal Reviews/Meetings, Facilities Management, and Customer Support Services.

In addition to the above areas, discuss your approach and understanding of the following:

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(a) Performance Metrics

Describe how the offeror will use the Government provided Performance Metrics in Attachment J-1, Appendix 5, *Expectations, Performance Standards and Metrics* to measure its performance. Demonstrate how the offeror will capture and compile the information necessary to measure the offeror's performance in the format required by the metric.

The offeror may propose additional metrics to those listed in Attachment J-1, Appendix 5, which enhance the Government's ability to assess performance. These proposed metrics may be incorporated into the contract by the Government if deemed of value. The proposed additional Metrics will be included in the List of Enhancements section of proposal Volume VII, *Model Contract* and will be scored as part of the Management subfactor.

(b) Customer Satisfaction

The offeror will describe its approach and mechanisms to capturing customer feedback and assessing satisfaction of the customer.

(c) Workload Indicators

The offeror will discuss how it has factored the Government's proposed workload indicators into its cost and technical proposals to accommodate varying operational requirements throughout the duration of contract's period of performance.

(d) Maintenance Agreements/Software Licenses/Equipment Leases

 The offeror will describe its approach for identifying and obtaining necessary maintenance agreements, software licenses, and equipment leases. The offeror will include its approach for identifying the components to be covered under formal maintenance agreements and those that will be repaired/ replaced on an as needed basis. The offeror will include its approach for identifying the components to be covered under operating leases and those that will be obtained by other methods.

(e) Computing Services Utilization

The offeror will describe its approach for utilizing Government-furnished computing systems, pursuant to clause H.20, in the Computing Services Utilization Plan in Volume V, *Plans and Other Data*. The offeror will include justification for seat type and additional requirements by WBS and labor classification.

(f) Work Control System

The Government provided Maximo work control system includes the hardware, system software and software licenses as described in Attachment J-1, Appendix 8. The offeror

1 will describe its plans to use the Government-furnished Maximo work control system to 2 manage the performance of this contract. The offeror will: 3 4 (1) Discuss how the Maximo system will be used to collect, assess, integrate, 5 resource load, coordinate, disseminate, track progress, report status, 6 collect/report actual costs, and retain historical data with effective query 7 capabilities. 8 9 (2) Provide detailed discussion on the interrelationships between the work 10 control, procurement, time card and financial management systems, and how these relate to the offeror's business management processes. 11 12 13 (3) Discuss how the offeror's other internal systems will interface with Maximo. 14 15 (4) Describe the offeror's management approach to minimizing down-time and 16 maximizing effectiveness of the overall Maximo system. 17 18 Describe any limitations on access to the data and include associated rationale. 19 20 (6) Discuss how the offeror will utilize the Maximo system to alleviate or minimize DRD preparation effort, gain efficiencies, and reduce work back 21 22 logs. 23 24 (7) Discuss any additional licenses or modules as Proposed Enhancements 25 pursuant to provision L-15 and Cost Form O in provision L-16, Attachment 5. 26 27 **IT Security Compliance/Security Management** 28 29 The offeror will discuss its approach and fully describe how it intends to meet IT Security 30 Compliance and Security Management requirements as stated in PWS 1.5 and PWS 1.6, respectively. 31 32 33 **Mission Assurance** 34 35 The offeror will discuss its approach to satisfying all mission assurance requirements in 36 PWS 1.7. 37 38 **Training** 39 40 The offeror will discuss its approach for identifying, organizing, implementing, and managing training and certification of personnel as required by PWS 1.8 and Training 41 and Certification Plan (DRD-MS-28). 42 43

Logistics

The offeror will describe its approach to managing logistics as required by PWS 1.9. Discuss the processes and methodologies for providing logistic services, material and equipment management, property management, inventory, warehouse storage management, transportation services, and vehicle management.

Volume II, Technical

General Requirements

The offeror's proposed response to the Technical sub-factor will describe the approach to meeting all technical requirements as stated in Attachment J-1, Performance Work Statement. The response will provide the detail necessary to substantiate the proposed approach.

Technical Approach

The offeror will describe, for each area of the PWS, the technical approach and methodology for meeting contract requirements including compliance with all applicable policies and procedures.

The offeror's proposed approach will describe how it will maintain cost and schedule while executing simultaneous operations, managing diverse, dynamic, and late changing requirements and priorities, and managing the complexity of interfaces to multiple customers and associate contractors. The offeror will:

(a) Discuss any proposed innovative approaches or enhancements that will improve productivity and efficiency and/or reduce cost.

(b) Describe the proposed approach to the identification, tracking, and resolution of customer problems and concerns in a customer focused manner.

(c) Discuss how the proposed approach will anticipate, respond to, and accommodate fluctuations in workload and manage priorities of multiple customers.

(d) Discuss the proposed approach to the maintenance of existing system documentation and development of new documentation as a result of service requests and system modifications as required by PWS 1.4.4. Discuss how the documentation backlog will be measured, tracked, and minimized.

Technical Risk Management

The offeror will describe the most significant technical risks anticipated during the execution of the contract. The offeror will identify, assess, and mitigate any risks

introduced by proposed technical innovations, new processes, and systems associated with its technical approaches. The likelihood and associated consequences, as well as mitigation strategies will be addressed.

Operation of Current Systems and Services

Describe the offeror's approach to successfully operate existing systems described in Appendix 8, and how they will be used to perform the tasks necessary to provide the Information Management services described in Attachment J-1, Sections 1.0 and 3.0. The offeror will:

(a) Discuss the issues and challenges in providing information technology support and services to approximately 15,000 users and customers in the large and extended campus-like environment at KSC and CCAFS. Describe how the approach will ensure all communication systems in a widely distributed geographical area will be operated and monitored to meet the customers' requirements.

(b) Describe the approach for providing integrated visibility and technical status for all systems.

(c) Describe the proposed processes to ensure technical trends and issues are detected and addressed in a timely fashion. This includes closed loop processes ensuring decisions and efforts that resolve the problems and bring closure to issues.

(d) Describe how critical communication requirements will be met for processing, launch and landing/recovery operations and any impact on other day-to-day activities.

(e) Describe how the offeror will demonstrate launch and mission readiness.

(f) Describe technical approaches to meet operational requirements while concurrently upgrading systems and continuously increasing system support and availability levels throughout the life of the contract.

(g) Describe the approach to life cycle management for the assets used in performance of this contract.

(h) Describe cross utilization and synergies between the different functional areas of the PWS.

Improving Service Levels and Efficiencies

The offeror will describe its approach for improving service levels, providing customer insight, and providing efficient service delivery in a cost effective manner. The offeror will:

1 Describe how service levels will be measured, analyzed, and improved. (a) 2 3 Describe how technical alternatives will be developed, analyzed and selected to (b) 4 enhance or augment standard services. 5 6 Describe how customer technical requirements satisfaction will be measured and (c) 7 the processes that will be used to improve customer satisfaction. 8 9 (d) Describe how the customer will be kept informed of progress towards meeting its 10 requirements. 11 12 Maintenance 13 14 The offeror will describe its approach to system maintenance and how it can be accomplished in a cost effective manner. The offeror will: 15 16 17 (a) Describe the overall approach to maintenance and rationale for each methodology 18 chosen. 19 20 (b) Describe how maintenance activities will be documented and evaluated for cost 21 effectiveness. 22 23 Describe how trend data will be used to modify maintenance activity. (c) 24 25 (d) Describe how maintenance data will be used to support the development and 26 modification of the Five-Year Technical and Cost Plan (DRD-MS-02). 27 28 **Sustaining Engineering** 29 30 The offeror will describe its approach to sustaining engineering that allows for the expansion and re-configuration of systems as required in PWS 1.4.7. The offeror will: 31 32 33 (a) Describe how aging and less than optimal systems and technologies will be 34 routinely updated to ensure continuous support and services without impacting 35 customers. 36 37 (b) Describe how changes to systems and software will be identified to increase 38 efficiency, lower costs, and decrease operational risk. 39 40 Describe how sustaining engineering data will be used to support the development (c) and modification of the Five-Year Technical and Cost Plan (DRD-MS-02). 41 42 43 **Systems Engineering** 44 45 The offeror will describe its approach to project management, and systems engineering and integration as required in PWS 1.4.8. 46

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Integration of Maximo into Work Processes

The Government will provide Maximo 6.2 as the work control system. The offeror will describe how the capabilities will be incorporated into the offeror's approach to meeting day-to-day technical requirements. Discuss how this approach will improve processes, increase communications and efficiencies, and reduce risk. Fully describe all interfaces necessary between Maximo and any other offeror systems and the status of those interfaces (i.e. currently in use by the offeror or needs to be developed). Describe how customers will gain insight into a specific work request.

Mission Suitability Scenarios

The offeror will respond to the scenarios listed below in Volume V, *Plans and Other Data*. The response will be scored as part of the Technical sub-factor. The offeror's response will be consistent with the proposal's overall technical, management, and safety and health approaches.

THE OFFEROR IS NOT TO PERFORM ANY ACTUAL DESIGN WORK OR PRODUCE ANY DELIVERABLES ON THESE MISSION SUITABILITY SCENARIOS IN RESPONSE TO THE RFP. THE GOVERNMENT WILL NOT BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH PERPARING THE RESPONSES TO THE SCENARIOS BELOW.

For the requirements of Scenario 1 and Scenario 2 listed below, the contractor shall prepare an ID/IQ Task Order proposal as described in Task Order Services (Section 4.0) of the PWS. The level of detail should be consistent with clause H.3, Task Ordering Procedures.

The response must be specific, detailed, and complete enough to demonstrate understanding of the technical objectives and efforts required to meet the task order requirements and additionally allow the Government to evaluate for cost realism.

Scenario #1 - CLIN 003 Task Order Proposal #1

Request for Task Order Proposal to be inserted here at final RFP Release

Scenario #2 - CLIN 003 Task Order Proposal #2

Request for Task Order Proposal to be inserted here at final RFP Release

Scenario #3 – CLIN 002 Baseline Requirement for NASA's 50th Anniversary Event There will be a live multi-camera television event celebrating NASA's 50th anniversary at the KSC Saturn V Center. The event will be attended by VIP's, Agency and Contractor personnel as well as the general public. News media will be covering the event and they will need both audio and video feeds from the produced show. Leading up to the event an Agency Portal web page must be designed and maintained in order to promote and inform people about the event. A video package must be produced and needs to cover the last 50 years of NASA history; this package will be used in the live television production. A fact sheet about the event needs to be prepared along with a Press Release and a Countdown News article. A poster must be designed to promote the event internally. Five guest speakers will be speaking during the show, including the

KSC Center Director, and he will need prepared remarks.

 The event will be a four camera video shoot with audio. The show will be distributed in high definition locally to KSC and sent via satellite to NASA Headquarters for distribution on NASA Television. The show will be distributed as a live web cast on the NASA Portal. Digital still photography of the event is required and the photos must be processed, distributed to interested parties, and released to the public domain. A Spaceport News article will be released to document the event.

For the NASA 50th Anniversary requirements listed above, the contractor shall prepare an essay on how all the required elements of the PWS will come together to create a successful event.

The essay should contain the following:

(a) How the overall project will be managed including how the management team and the customer will be involved.

(b) Which PWS elements will be involved during planning and event execution, and how they will interrelate? Include the flow of activities from start to completion.

(c) Staffing plan and estimated hours.

(d) Schedule for completing the effort, including internal milestones for deliverables and final deliverables.

(e) Description of internal and external communications to NASA.

(f) Identification of critical issues, including risk identification and mitigation.

The essay must be specific, detailed, and complete enough to demonstrate understanding of the technical objectives and efforts required to be successful.

Scenario #4 – CLIN 002 Baseline Requirement - New Software Application **Development and Modification**

A customer request for a new application has just been received asking for a new

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The contractor shall prepare an essay on how the request will be turned into a final product and be placed in operations. Describe all of the steps in the process.

A user of the application has requested a change in the application. Describe all of the steps in the process.

Volume III, Cost

Contents of Cost/Price Proposal Instructions:

- (a) **General Instructions**
- Specific Instructions Summary of Forms (b)

software application to be developed to do XYZ.

Forms Instructions - Insert summary of forms (c)

General Instructions

- (1) Provide all cost information in Volume III, Cost, in sufficient detail to demonstrate that the offeror has a clear understanding of the requirements, that costs are realistic for the work to be performed, and that proposed costs are consistent with the offeror's technical proposal. Proposals will build costs up by prime and subcontractors by WBS down to the second level WBS (for the purposes of this section, second level is defined as 1.1, 1.2, & 1.3 etc) with the exception of 3.1.1, 3.1.2, 3.4.3, 3.5.1, 3.5.2, 3.5.3 and 3.5.4, which will be reported at third level WBS and consolidate them into a total cost summary. Explain any inconsistency between proposed performance and cost. For example, if the intended use of new and innovative techniques is the basis for a reduction in the proposed cost, explain the nature of these techniques in the appropriate volume, and cross-reference the impact on cost. While cost or pricing data is not required for this solicitation, the Contracting Officer has determined that other than cost or pricing data is required per FAR 15.403-1(b) to evaluate cost realism in support of the offeror's cost proposal. If the Contracting Officer determines adequate price competition is not present, the Government retains the right to require submission of additional cost and pricing information
- (2) Offerors will use the Cost Form attached to this solicitation (Attachment L-5) as the basis for preparing the cost proposal. Offerors will submit each tab/worksheet of information required by the Cost Form. The Offeror must use the format established for each of the forms and may not remove items described on the forms. Offerors may add information to the forms to ensure

the forms conform to the offeror's proposal estimating and preparation methodologies, and may add supplemental worksheets and forms as needed to explain the offer fully. Offerors are reminded that the Cost volume is not page limited; however, it is strictly limited to applicable information. Information in the Cost Volume which can be construed as belonging in the Management and Technical volumes will be so construed, added to the end of the appropriate volume and counted against that volume's page limitation.

(3) Offerors are required to respond to all aspects of the Cost instructions. It is imperative that the offeror respond to all questions/requirements with either a positive or negative response to show that the offeror has acknowledged all cost requirements. Failure to respond to all aspects of the RFP could lead to a non-responsiveness determination by the Contracting Officer.

(b) Specific Instructions

(1) Volume Organization: Volume III, *Cost*, will consist of the following sections:

Section 1 – Introduction, Table of Contents, Overview, and Index

Section 2 – Estimating Methodology and Assumptions

Section 3 – Cost and Supporting Information

Section 4 – Other Information

(2) Detailed Instructions for Volume III, *Cost*: The Volume will include a cover sheet that contains the information listed in FAR 15.408, table 15-2, General Instructions. Additionally, the cover sheet will contain the information requested below for the Defense Contract Management Agency (DCMA) and Defense Contract Audit Agency (DCAA) offices that are cognizant for audit review of the offeror's respective proposal. Offerors are requested to submit one hard copy and one electronic copy of the cost proposal directly to the audit office identified on the cover page of Volume III, *Cost*, concurrent with submittal of the proposal to the Contracting Officer.

Section 1 – Introduction

- (a) Provide an introduction, table of contents, and overview appropriately referenced, containing all data accompanying or identified in Volume III, *Cost*.
- (b) Provide an index identifying the proposal schedules, supporting data, and accompanying documentation contained in Volume III, *Cost*. If any pricing information is included in the Management and Technical volumes, provide the location reference (chapter, page, paragraph, etc.) in the index. Annotate any future proposal updates on a supplemental index, along with revised cost schedules that clearly identify the changes.

Section 2 – Estimating Methodology and Assumptions

 (a) Standard Estimating System: Provide a summary description of the standard estimating system or methods used, including whether the offeror's cognizant ACO has approved the offeror's estimating system. Provide any known/cited current estimating system deficiencies. Describe separately how the offeror estimated each major cost element (e.g., labor, overhead, corporate allocations, other direct costs, G&A) and identify any deviations from offeror's established estimating procedures in this proposal. If estimated costs have been decreased due to innovation, provide a summary of the reduction by major cost element, and a complete rationale for the reduction. Describe any Cost Estimating Relationships (CER) used. If the offeror proposes to absorb a portion of costs or to provide other benefits to the Government, explain the impact on cost and include the specific accounting treatment to be given to the absorbed costs.

(b) Assumptions: List all assumptions made to estimated cost associated with this proposal by WBS.

Section 3 – Cost and Supporting Information

(a) Cost

(1) Cost Summaries: The offerors will submit cost schedules in accordance with Attachment L-5. These schedules should display the labor hour totals segregated by labor category and must reconcile to the total cost summary. Include contract roll-up summaries by year for both the base and option periods, by CLIN, WBS, and by labor category. The following is a list of the cost schedules contained in Attachment L-5:

A. Total Cost Summary - Form A (Form A-1. Questions and Checks)

B. Detailed Cost Summary by WBS/CLIN - Form B

C. Direct Labor Hours and Cost - Form C (Form C-1. Productive Hours; Form C-2. Overtime Hours; Form C-3. WYE Calculations; Form C-3A Cost Per WYE; Form C-4.Uncompensated Overtime; Form C-5A. Pivot Labor Hours; Form C-5B. Pivot Part Time Hours)

D. Total Estimated Costs by WBS - Form D (Form D-1 Summary of WBSs - Form D 1 thru D 3.18 - Exclusive; Form D-1 thru d 3.18 - Inclusive; Phase-In

E. Rates - Form E (Form E-1.Escalation)

 F. Burdens and Indirect (Form F-1. Labor Burdens; F-2. G&A Rate; F-3. Overhead Labor; F-4. Other Rate Form)

 G. Wages, Salaries and Compensations (Form G-1. Master List; G-2. Benefits; G-3. Regular Hour Price List)

H. DCAA/DCMA - Form H

- I. Other Direct Costs Form I (Form I-1.Vehicle List)
- J. Supplies and Materials Form J

- K. Equipment Form K
- L. Insurance Form L
- M. Subcontracts Form M (Form M-1. Subcontracts Breakdown)
- N. Operating and Maintenance Leases Form N
- O. Innovations Form O
- P. Computing Requirements (P-1 thru P-4.0) Form P.

(2) Use of Historical Experience: Where cost estimates are based upon historical experience, identify the experience, explain how the experience relates to the current effort, including similarities and differences, and how cost data available from the experience was adapted to the current effort.

(3) Schedule of Rates: Provide a table that displays the proposed rates for direct labor (each labor category), fringe benefits, overhead, material handling, G&A, and Facilities Capital Cost of Money (FCCOM). Describe any Cost Estimating Relationship (CER) used, and any other applicable burdens by Government fiscal year. The allocation base for each direct and indirect rate will be stated in the proposal. The table may be modified to add additional pertinent information.

(4) Costs Not Subject to Fee: In accordance with clause H.16, Contractor Cost Not Subject to Fee, the offeror will not apply fee against the following items: invoiced cost of equipment (facilities, special tooling, special test equipment, Agency-peculiar property), materials and supplies, subcontracts, maintenance agreements, interdivisional transfers, relocation costs, operating leases, training, software licenses, travel and vehicle leases.

(b) Direct Labor

(1) Estimated Labor Hours: Offerors will submit a consolidated labor WYE/Headcount (Full-time/Part-time) summary for each CLIN/WBS element in accordance with Form C, Cost Form. Offerors will display labor detail for each direct labor category, separately identifying the direct labor hours provided by the offeror, by related parties (interdivisional), by each subcontractor(s), and by each consultant(s). Note that productive hours may vary by category of labor (i.e., exempt versus non-exempt). Offerors will identify all instances where cross-utilization occurs between WBS elements. All manning in the cost volume will match what is proposed in the Management and Technical volumes. If labor hours have been estimated based upon other than past experience, provide detailed rationale of the estimating method used. The offeror labor effort for WBS 3.1.2 will include New Application Development. The Government requires that \$3,000,000 of the total application development be managed through Government controlled CCB. This list will be partnered and prioritized on a FY basis.

(2) Labor Hour Reconciliation: Ensure that proposed labor hours and WYEs in the *Cost* volume reconcile to the proposed labor hours in the *Management* and *Technical* volumes.

(3) Escalation Factors: Describe and provide calculations on how escalation factors were developed.

- (4) Overtime: Describe the offerors overtime basis of estimate taking into consideration the four standard conditions in FAR 52.222-2(a)(1-4), *Payment for Overtime Premiums*, in proposing overtime hours.
- (5) Offerors will take into consideration the four standard conditions where overtime does not require approval per FAR 52.222-2(a)(1-4), *Payment for Overtime Premiums*, if overtime hours are proposed. Overtime hours proposed are to be coded 1-4 and totaled. The 5th condition requires Contracting Officer approval and should be coded 5 and be proposed when determining overall overtime needs.
- (6) Inter-divisional Transfers and Other Labor Categories: For inter-divisional transfers, identify each item by source, quantity, unit price and total price, and provide a review of the effort. Also explain, in summary, how the inter-divisional effort relates to the overall effort and why the inter-divisional cost can be considered reasonable. This labor category will also capture the costs associated with the use of consultants. Identify consultants whose services the offeror plans to use and the specific task(s) the consultants will accomplish. State the number of days estimated to be required and the consultant quoted rate per day.

Section 4 – Other Information

(a) Subcontractors:

- (1) Offerors will provide a summary listing of all proposed subcontractor(s) that includes a description of effort, the type of contract, and total estimated cost. Offerors will provide in the Cost Volume an analysis in accordance with FAR 15.404-3(b), including a description of the evaluation, rationale, and all relevant facts and data, which led to the subcontract(s). Offeror will identify all adjustments made to the subcontractor(s)'s proposed costs.
- (2) Subcontractor(s) may submit their proposals directly to the Contracting Officer if the cost information is considered proprietary data. All subcontractor data must be received by the same date/time as the offeror's proposal.
- (b) Financial Capability Disclosure: Demonstrate adequate financial resources to perform the prospective contract or demonstrate an ability to obtain the adequate

financial resources, as required by FAR 9.104-1(a). Submit financial statements for the three most recent and complete fiscal years and the most recent interim accounting period if applicable. Provide these statements for the offeror, the offeror's parent corporation (if applicable). Provide Annual Reports including audit opinions, Balance Sheets, Income Statements, Statements of Retained Earnings, and Statements of Cash Flows. Also include projected quarterly cash flows for the first quarter of contract performance. Clearly label all financial statements as audited or un-audited and the date, if applicable, of any certification of the financial statements by the responsible company official. Clearly disclose and explain all off-balance sheet arrangements and related party transactions. If the offeror is a start-up company without financial statements, provide historical tax returns and projected income statements, balance sheets and cash flows.

(c) Funding Mechanisms: Submit details of both internal and external funding mechanisms, including available lines of credit. Provide contact information for the financial institution extending the credit line and the dollar amount (if any) presently in use. For parent or holding companies, the offeror will include its guarantee of complete and faithful performance on the contract, and of all necessary and required resources including financing, to assure the full, complete and satisfactory performance of the contract. Failure to provide this guarantee may result in the elimination of the offeror's proposal from consideration for award.

(d) Electronic Spreadsheets: The offeror will use the cost file provided in Attachment L-5 and add tabs or files as necessary. Include adequate cross-referencing between the detailed spreadsheets and the cost summary. Formulas used to calculate total cost must be reflected in all spreadsheets.

(e) Labor-WYE Summary: The offeror will submit a consolidated labor WYE/Headcount (Full-time/Part-time) summary for each CLIN/WBS element. Show labor detail for each direct labor category, separately identifying the direct labor hours provided by the offeror, by related parties (interdivisional), by each subcontractor(s), and by each consultant(s). Note the productive hours may vary by category of labor (i.e., exempt versus non-exempt). Identify all instances where cross-utilization occurs between CLIN's/WBS. Provide the associated labor rates and extended costs. Identify all positions as subject to or exempt from the Service Contract Act (SCA) and/or any applicable CBA. For employees covered by the SCA, job classification titles will be according to the Service Contract Directory of Occupations or the appropriate bargaining agreement. All manning in the *Cost* volume must match what is proposed in the *Management* and *Technical* volumes

WYE Defined: Productive work year hours. Typically this equates to 2080 hours in a work year less non-productive time i.e., vacation, sick time, personal time, and holidays.

(f) Labor Categories: Provide labor categories per the offeror's Personnel Management/Compensation Plan.

- (g) Fee: Provide a description of the proposed fee structure for the award fee. If a fee sharing pool arrangement is proposed, include a discussion of the arrangement and distribution of fee earned. Include a discussion of how the proposed fee was derived and why it is fair and reasonable to both the contractor (including teaming and subcontractors as appropriate) and the Government for this type of effort. Discuss how the proposed award fee dollars are appropriate and meaningful to incentivize excellent performance, as well as being sufficient to ensure a corporate commitment. Show the offset for cost of facilities capital cost of money, if proposed, from the proposed award fee pool. When proposing award fee, offerors are encouraged to develop a fee position that corresponds to how their performance is to be evaluated and scored per the Award Fee Evaluation Plan.
- (h) Phase-In Period: Phase-in activities will be accomplished on a firm-fixed-price basis. Submit a total cost summary using Form D Phase In, and attach details supporting the development of the proposed price. Ensure that the cost proposal is consistent with the activities described in the proposed phase-in approach.
- (i) Cost Summary: Two sets of exhibits and formats are required. The formats will be provided both hard copy and electronically. The offeror will submit the data in the designated attachment and format schedule layouts. Data submission will be in native MS-Office 2003 formats, (i.e. MS-Word and Excel) such that each datapoint is accessible for contextual searches and other calculations via cut/paste capabilities of those applications. Embedded structures like bitmaps, graphics or proprietary fonts will be reserved only for illustrations and equations which cannot be rendered in the above formats. No data-point protections will be used without including credentials/passwords to use those data-points as described above. File submissions will be on CD-ROM media with all sessions and disk closed. This media will be readable in any common, CD computer drive. All media will be labeled with its data contents to the degree that the media can be properly archived and filed without the need to read the contents of the media.
- (j) Standardized Proposal Values: There is a need to standardize proposal submissions in a couple of areas. For proposal preparation and evaluation purposes, offerors will include in the proposed cost, the Government Estimated cost for these elements.
 - (1) Supplies/Material: \$3,500,000
 - (2) Equipment Replacement (Ref. clause H.14 (a.)): \$2,500,000
 - (3) Customer Funded Application Development (Ref. clause H.15): \$3,000,000 (Ref. Section 3, Cost and Supporting Information, paragraph (b) Direct Labor, (1) Estimated Labor Hours).

- (4) Required Purchase from Incumbent Contractor-owned KICS Capital Equipment and Material In Stock (telephone assets): \$20,000 (clause H.21)
- (k) The offeror will need to determine its computer, hand-held, cell phone, file services, web services, and approved enhancements needs by reviewing the ODIN Master Contract, Core, SOMD, KSC Delivery Orders, and Attachment R located in the bidder's library. These seats will be provided by the Government via the ODIN contract. The offeror will estimate the number of ODIN seats needed, including any proposed enhancements, by position type for each WBS in the included worksheet (Ref. Form P).
- (l) In addition, provide the following information:
 - (1) Provide the name, title, organization code, address, phone and fax number for the cognizant Government ACO for the offeror and major subcontractors. If the offeror intends to use personnel from more than one of its cost/business centers to support this acquisition, provide the information below for each center intended to support this contract. Offeror will also provide the name, title, organization code, address, phone and fax number for the cognizant DCMA Divisional Administrative Contracting Officer (DACO) (if one is assigned).
 - (2) Provide DCAA/DCMA audits and agreements for: Forward Price Agreement (FPRA), Cost Accounting Standards; Billing System Audit(s), Accounting System Audit(s), Estimating System Audit(s); Government Property Audit(s), Compensation Audit, Purchasing System Audit(s), and Forward Pricing Rate Recommendation(s) (Form H).

(c) Forms Instructions

Form A – Total Cost Summary – This form is populated from data provided in other cost forms. There should be NO input of data required on this form. It will provide a final check to make sure all costs are captured. It is the offeror's responsibility to verify that the data is accurate and complete.

- Form A-1 Questions and Checks. There are eleven (11) questions which need to be answered using the provided pull down tabs and this data is linked to numerous other cost forms being requested. Additional information and instructions are on each form.
- Form B Detailed Cost Summary by WBS/CLIN. This form is populated from data provided in other cost forms. There should be NO input of data required on this form. It will provide a final check to make sure all costs are captured. It is the offeror's responsibility to verify that the data is accurate and complete.
- **Form C Direct Labor Hours and Cost.** There is a Form C for Phase In and each year being proposed. All cells in this form a linked to other forms. NO input of

1 data is required. It is the offeror's responsibility to verify that the data is accurate and 2 complete. 3 4 Form C-1 – Productive Hours – Specify the number of Productive Hours per WYE for 5 each contract year. For each, specify in the notes section provided on how the figure was 6 calculated (e.g. 2080 hours per year – 100 hours vacation – 40 hours sick – 80 hours 7 holiday = 1860 Productive Hours). The discrete productive hours number derived will be shown by year in the appropriate block. Additional information and instructions are on 8 9 each form. 10 11 Form C-2 – Overtime Hours – This form will populate from inputs from other forms once the Offeror has selected whether or not overtime is based on a percentage basis or 12 13 not. 14 15 Form C-3 – WYE Calculations - This form is populated from data provided in other 16 cost forms. There should be NO input of data required on this form. It is the offeror's 17 responsibility to verify that the data is accurate and complete. 18 19 Form Cost Per WYE - This form is populated from data provided in other cost forms. 20 There should be NO input of data required on this form. It is the offeror's responsibility verify that the data is accurate and complete. 21 22 23 Form C-4 – Uncompensated Overtime – Enter the hours and related cost of 24 uncompensated overtime. Provide a description of how the calculation was performed 25 and backup material as necessary. Additional information and instructions are on each 26 form. 27 28 Form C-5a – Pivot Table Labor Hours – This table displays each occupational/position 29 title, by year, by WBS. This form is populated from data provided in other cost forms. 30 There should be NO input of data required on this form. It is the offeror's responsibility to verify that the data is accurate and complete. 31 32 33 Form C-5b – Pivot Table Worksheet – This form is populated from data provided in 34 other cost forms and is used to feed data for the Pivot Table C.5a. There should be NO 35 input of data required on this form. It is the offeror's responsibility to verify that the data 36 is accurate and complete. 37 38 Form D – Phase In (CLIN 001) (Yellow Tab) – This cost form captures the 39 Occupational/position titles via dropdown menu, and the associated straight and overtime 40 hours for the Phase-In period. Offeror must enter costs for Supplies/Material, Equipment, Subcontracts, Other Direct Cost, and Operating/Maintenance/Lease 41 contracts. Overhead, G&A, Award Fee, Adjusted Awarded Fee are calculated based off 42 rates and other links in the cost forms. Trace is available by clicking on links to confirm 43 44 calculations are correct. Additional information and instructions are on each form. 45 (These are cost associated with WBS 1.1 Phase-In, but are not to be entered under WBS 46 1.1 – instead enter on this tab)

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Form D – WBS – (Pertaining to WBS sheets 2nd Level 1.2, 1.5, 1.8, 3.6, 3.7, 3.10, 3.11, 3.12, 3.13, 3.14, 3.16, 3.18 and 3rd Level WBS 3.1.1, 3.1.2, 3.4.3, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5) This cost form captures the Occupational/position titles via dropdown menu, and the associated straight and overtime hours by year for the appropriate WBS. Offeror must enter costs for Supplies/material, Equipment, Subcontracts, Other Direct Cost, and Operating/Maintenance/Lease contracts. Overhead, G&A, Award Fee, Adjusted Awarded Fee are calculated based off rates and other links in the cost forms. Trace is available by clicking on links to confirm calculations are correct. Additional information and instructions are on each form.

Form D Exclusive – There are individual worksheets for WBSs 1.0, 3.0, 3.1, & 3.5. The exclusive Tabs are used to capture cost that are associated with the particular WBS, but is not depicted elsewhere in the cost sheets. (WBS 1.0 is for cost that are not depicted in WBS 1.2 through 1.9, but may be overarching to those WBSs, and 3.0 Exclusive is for cost that are not depicted in WBS 3.1 through 3.18, but may be overarching to those WBSs. 3.1 and 3.5 Exclusive sheets are used for cost that are not depicted at the respective third level WBS (3.1.1, 3.1.2, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5), but may be overarching. This cost form captures the Occupational/position titles via dropdown menu, and the associated straight and overtime hours by year. Offeror must enter costs for Supplies/Material, Equipment, Subcontracts, Other Direct Cost, and Operating/Maintenance/Lease contracts. Overhead, G&A, Award Fee, Adjusted Awarded Fee are calculated based off rates and other links in the cost forms. Trace is available by clicking on links to confirm calculations are correct. Additional information and instructions are on each form.

Form D-1 thru D-3.18 – Inclusive - "Inclusive" Forms (WBS 1.3, 1.4, 1.6, 1.7, 1.9, 3.2, 3.3, 3.8, 3.9, 3.17) are used to capture cost at a summary level for the appropriate WBS (Example: WBS 1.3 Inclusive is used to capture cost for 1.3.1, 1.3.2) WBS 2.0 Inclusive is used to capture cost at a summary level for 2.1, 2.2, 2.3, 2.4, 2.5 and WBS 3.4 Inclusive is used to capture cost for 3.4.1, 3.4.2, 3.4.4 at a summary level (3.4.3 is to be proposed separately). WBS 3.3 Inclusive is to capture cost for 3.3.1, 3.3.2 and not for 3.3.3 which should be captured in catalog. This cost form captures the Occupational/position titles via dropdown menu, and the associated straight and overtime hours by year. Offeror must enter costs for Supplies/material, Equipment, Subcontracts, Other Direct Cost, and Operating/Maintenance/Lease contracts. Overhead, G&A, Award Fee, Adjusted Awarded Fee are calculated based off rates and other links in the cost forms. Trace is available by clicking on links to confirm calculations are correct. Additional information and instructions are on each form.

 Form D-1 thru D-3.18 – Summary of WBSs (Red Tabs) (Used to summarize areas that have WBSs that extend to the third level, but may or may not have been proposed down to the third level (May be proposed at the "Inclusive Level"). There should be NO input of data required on this form. It is the offeror's responsibility to verify that the data is accurate and complete.

Form D – Summary by 1st Level WBS (Black Tabs) - This form is populated from data 1 on other cost forms. It provides a summary of cost for each 1st level WBS (1.0, 2.0, and 2 3 3.0). It is the offeror's responsibility to verify that the data is accurate and complete. 4 5 Form E – Indirect Rates and Fee- This form is populated from data provided in other 6 cost forms. There should be NO input of data required on this form. It is the offeror's 7 responsibility to verify that the data is accurate and complete. If other rates besides 8 Labor Burdens, G&A, and Overhead, then use "Other Rate Form" and link appropriately 9 to "Rates". Additional information and instructions are on each form. 10 11 Form E-1 Escalation – Offeror will input percentages, by exempt or non-exempt by 12 year. It is the offeror's responsibility to verify that the data is accurate and complete. 13 Additional information and instructions are on each form. 14 Form F -1 - Labor Burden - Offeror will identify burdens and indirect labor expense 15 16 pools by Phase In and each GFY. Identify base to which the pool will be applied. 17 Additional information and instructions are on each form. 18 19 Form F-2 – G&A Rate - Offeror will identify burdens and indirect G&A expense pools 20 by Phase In and each GFY. Identify base to which the pool will be applied. Additional information and instructions are on each form. 21 22 23 Form F -3 – Overhead Labor – Offeror will identify appropriate labor by 24 occupational/position title. It is the offeror's responsibility to verify that the data is 25 accurate and complete. Additional information and instructions are on each form. 26 Form F-4 – Other Rate Form – Offer will identify any other rate which will be used to 27 28 allocate cost, not already captured. It is the offeror's responsibility to verify that the data 29 is accurate and complete. Additional information and instructions are on each form. 30 31 Form G-1 – Master List. A form is provided for each of the following six categories (Management/Supervisor, Scientific/Engineering, Professional/ Administrative, 32 Technical, Trade/Maintenance, and Clerical). Offeror will identify by 33 34 Occupational/Position title each position being proposed, whether or not it is an exempt 35 or non-exempt, if the position will receive overtime (selection will be made via a up 36 down menu), and salary information as requested. It is the offeror's responsibility to 37 verify that the data is accurate and complete. Additional information and instructions are 38 on each form. 39 40 Form G-2 Benefits – Personnel Policies and Fringe Benefits. This form provides a standard format to disclose by personnel category, the applicable personnel policies and 41 42

Form G-2 Benefits – Personnel Policies and Fringe Benefits. This form provides a standard format to disclose by personnel category, the applicable personnel policies and fringe benefits which will be in effect at the time of award. Although 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 on all of the items listed below, whether or not the policy is written. The consistent practice of the offeror and its applicability to this proposal is to be provided. If the items below are

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not applicable, so state. Items pertinent to the offeror which are not identified must be included if cost recovery is anticipated.

1. Insurance-Health, Life, Disability

6. Compensatory Leave Policy

2. Retirement/Pension Plan

7. Overtime Policy (Compensated & Non-Compensated)

Savings/Stock Option/Thrift Plans

8. Shift Premium/Differentials

Bonus/Awards/Incentives

Special/Non-Standard Workweek

Personal Absences

10. Severance Pay

a. Vacation

11. Travel (Conveyances/Per Diem)

b. Sick Leave

12. Training/Educational Assistance

c. Holidays

13. Relocation

d. Personal/Civic/Other Leave

14. Other Benefits

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- Form G-3 Regular Hour Price List. This table displays each occupational/position title and the associated straightly time hourly rates by year. This form is populated from data provided in other cost forms. There should be NO input of data required on this form. It is the offeror's responsibility to verify that the data is accurate and complete.
- Form G-3A Overtime Price List. This table displays each occupational/position title and the associated overtime hourly rates by year. This form is populated from data provided in other cost forms. There should be NO input of data required on this form. It is the offeror's responsibility to verify that the data is accurate and complete.
- Form H DCAA/DCMA. Identify the information requested for Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) for both the prime and the major subcontractors. Additionally provide the Forward Price and Agreement (FPRA), Cost Accounting Standards (CAS), Disclosure statement(s), and other type's audits which have been completed.
- Form I Other Direct Costs. Offeror will list OSC description and put the associated WBS and Cost for each year. Identify the type and amount of other direct costs to be charged directly to the contemplated contract, which are not included elsewhere in the cost proposal. Indicate the costs of travel, training and tuition, licenses and certifications, insurance, recruitment, relocation and other costs on Form I. Include in supporting information, quantities, unit costs, and the bases of estimate, geographical locations and other descriptive data pertaining to the items. It is the offeror's responsibility to verify

that the data is accurate and complete. Additional information and instructions are on each form.

Form I-1 – Vehicle List. List vehicles type, associated WBS and cost information which is asked for on the form. It is the offeror's responsibility to verify that the data is accurate and complete. Additional information and instructions are on each form.

 Form J – Supplies and Materials. Summarize the cost of supplies and materials planned to be charged direct and dedicated for use on this contract and include in supporting data a brief description of the items, quantities, unit costs, planned sources and bases of estimate. For proposal purposes, classify supplies and materials as items that will be consumed or expended in performing the contract, such as raw materials, assemblies, components, parts, stock replenishment items, non-stock items, office and administrative furniture, bulk chemicals, fuels, lubricants, chemicals, small tools, etc. Offeror will include the Government estimate of \$3,500,000 in supplies and material in accordance with Section 3 – Cost & Supporting Information, paragraph (j) (1). These values have been pre-populated on this form.

Form K – Equipment. Identify costs to replace existing Government provided equipment, furnished on an "as is" basis, and other equipment dedicated for use on this contract to fulfill sustaining engineering needs and customer requirements of baseline work. Separately identify whether the equipment will be classified as (1) non-capitalized equipment, which is planned to be purchased, using Form K or (2) capitalized equipment to be purchased, using Form K.1. Depreciation Expense (Capitalized Equipment). Include in supporting information, a brief description of the items to be acquired, quantities, unit costs, planned sources, bases of estimate and original equipment manufacturer (OEM) warranties. No depreciation, rental or usage charges will be allowed on equipment acquired at no cost from the Government. In addition to the cost the contractor proposes on this Form, offeror will also include on separate line (prepopulated on the form), the Government estimate of \$2,500,000 for Government approved Replacement equipment in accordance with Section 3 (Cost and Supporting Information), paragraph (j) (2).

Form L – Insurance. This form provides a standard format to disclose by insurance category, insurance costs proposed. Identify the type and amount of insurance costs to be charged to the contemplated contract. Include in supporting information, quantities, unit costs, and the bases of estimate, geographical locations and other descriptive data pertaining to the items.

Form M – Subcontracts. This form is a summary form for Subcontracts. Identify the planned source(s) of items or services which will be obtained from subcontractors and other outside sources, and the estimated amount in each contract (Government Fiscal Year) year. As supporting data, identify the items or services to be furnished, the WBS number(s) in which the subcontract will be performed, and the type of subcontract contemplated. A separate and complete forms package, including detailed cost information, is required from each teaming member, as well as each subcontractor whose

contract is cost-reimbursable, using Form M.1, Subcontractor Breakdown, and other supporting information. Offeror will conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices and include the results of these analyses (submit the results) in the proposal. Address the basis for selection and degree of competition for competed subcontracts included in this proposal.

Form M-1 – Subcontractor Breakdown. Offeror will provide this information for each subcontractor/teaming partner by WBS. Offeror will fill in Productive Hours per WYE for each GFY, the occupational title, and the amount of productive hours (ST & OT) of work anticipated, in addition to other requested information request on the form. Additional information and instructions are on each form.

 Form N – Maintenance Agreements/Software Licenses/Equipment Leases. Provide details of Maintenance Agreements/Software Licenses/Equipment Leases that are part of the IMCS contract. Give a description of the lease or agreements (eg. Epson Copier w/ 120 Day Preventative Maint., etc.), source, depict whether it is operating or maintenance lease/agreement, associated WBS(s), and cost by Government Fiscal Year.

Form O – Innovative Approaches/Enhancements Cost and Savings. List proposed innovations and enhancements, the reductions to initial staffing by year and by WBS. Also identify initial and future outlays and savings. These costs do not get included in the WBS totals.

Form P – ODIN Computing Requirements (P-1 thru P 4.0). The offeror will need to determine their computer, hand-held, cell phone, pagers and approved enhancements needs by reviewing the ODIN Master Contract, Core, SOMD, KSC Delivery Orders, and Attachment R located in the bidder's library. Form P (and Form P for each WBS), the offeror will select each type of position under the skill category, the type of equipment under ODIN Seat type, and enter the estimated quantity required under each fiscal year. For any additional resources needed for the equipment, select each type of position under the skill category, the type of resource under line item description, and enter the estimated quantity required under each fiscal year. The offeror will need to provide justification or rational for any equipment or resources that are above the standard Desktop-PC selection.

Form Q – CLIN 004 IDIQ Catalog of Products and Services for DoD Multimedia Support. The offeror will need to fill out each sub-CLIN by FY.

Form $R-CLIN\ 005$ IDIQ Catalog of Range Communications Services for DoD. The offeror will need to fill out each sub-CLIN by FY.

Volume IV, Past Performance

The offeror will submit past performance history in the following format and sequence to include all information prescribed below for both the offeror and the offeror's proposed

subcontractors. The offeror will demonstrate specific and relevant examples of past performance where characteristics such as technical excellence, responsiveness, safety, communication, and management were successfully implemented. The offeror will specifically provide a discussion of the relevant contract technical requirements, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution and overall performance.

The information listed below will be included in the past performance volume. The offeror will submit past performance information on no more than five (5) previous or current contracts and no more than three (3) for proposed subcontractors that will perform \$5M or more of IMCS work. The offerors may submit additional information at its discretion (within page limits) if they consider such information necessary to establish a record of relevant performance. The evaluation of past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.304-70.

 (a) The offeror will submit information on contracts and subcontracts (with a total contract value over \$5 million) that have been completed during the past three years, or are currently in process, that are similar in size, content, and complexity to the IMCS contract. Contracts listed may include those entered into with the Federal Government, agencies of state and local Governments, and commercial customers. The offeror will provide the Government with the following information for each contract and subcontract referenced:

(1) Customer's name, address, and telephone number for the contracts and technical points of contact. Ensure that the information is current and accurate by verifying the phone numbers and addresses.

(2) Contract number, type, total original value, and present or final contract value.

(3) Date contract was awarded, place(s) of performance, and original contract period of performance, and actual contract period of performance.

(4) Method of acquisition: competitive or sole-source.

(5) Identify any contracts where options were not exercised.

(6) Average number of personnel on the contract per year for SCA exempt and non-exempt employees.

(7) Describe how the respective contract is similar in size and complexity to the IMCS requirement at KSC. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

(8) Describe past experiences supporting an operational environment, where support is required on multiple shifts to include off shift or short notice to accomplish the customer's mission.

(9) Describe past experiences of previous contract phase-ins of similar complexity.

- (10) Terminated contracts (partial or complete) within the past three years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating contracting officer. Include contracts, or portions of contracts that were "de-scoped" by the customer because of performance or cost problems.
- (11) Innovations used to maintain facilities, systems and services, increasing efficiency and/or reducing costs.
- (12) Describe any initiatives taken to accommodate major changes or transformation in contract requirements.
- (13) Describe any awards or recognition received from customers.
- (14) Labor Union experience (number of CBAs negotiated or assumed). Explain how you have worked with labor union to resolve labor issues, including the number of formal arbitrations in progress or concluded.
- (b) The offeror will provide OSHA Form 300 for comparable contracts including the following reports covering their last five years of performance: Days Away Case Rate; Total Recordable Incident Rate; Days Away plus Restricted Duty plus Job Transfer Rate; and records of OSHA and EPA citations. Also include the Industry Classification Code (Standard Industrial Classification Code (SIC) or North American Industrial Classification System (NAICS).
- (c) The offeror is responsible for forwarding the Past Performance Interview/Questionnaire to customer references listed in your proposal as required in paragraph (a) above, along with a transmittal letter provided as Attachment L-3. The offeror will request that the Customer references complete the Past Performance Interview Questionnaire Form (Attachment L-4) and return it to SEB-IT/Sean D. Howe (via fax, email, express mail or US mail) as required by provision L.10. The Government may contact the references directly.

The offeror is responsible for ensuring that questionnaires are completed and provided to KSC to meet the stated deadline. In addition to these customer references, the NASA past performance database and references known to the Government will be checked as deemed necessary. Instructions for completing the Past Performance/Interview Questionnaire Forms are contained on the form.

Volume V, Plans and Other Data

In accordance with provision L.12 Proposal Submittal Instructions the offeror will submit the documents listed below in Volume V, *Plans and Other Data*.

- (a) Personnel Management/Compensation Plan
- (b) Staffing Plan
- (c) Labor Relations Plan
- (d) Key Personnel Resumes
- (e) Key Personnel Letters of Commitment
- (f) Contract Phase-In Plan
- (g) Risk Management Plan
- (h) Key Terms, Abbreviations, and Acronyms
- (i) Computing Services Utilization Plan
- (i) Responses to Scenarios

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Volume VI, Safety and Health Plan

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The offeror will submit a detailed safety and occupational health plan in accordance with provision L.4, NFS 1852.223-73 Safety and Health Plan.

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Volume VII, Model Contract

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The offeror will submit a model contract and related documents in accordance with the following:

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(a) Model Contract (completed SF33 and fill-ins in Sections B - I), in accordance with provision L.13

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(b) Completed Section K Representations and Certifications in accordance with provision L.13

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(c) Statement of Acceptance of Terms and Conditions/List of Exceptions in accordance with provision L.14

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(d) Proposed Enhancements/Terms, Conditions, and Clauses in accordance with provision L.15

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(End of provision)

1	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
2 3	SECTION M		
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5 6	EVALUATION FACTORS FOR AWARD		
7 8	M.1 EVALUATION AND SOURCE SELECTION - GENERAL		
9 10 11 12	This competitive negotiated acquisition will be conducted in accordance with FAR Part 15.3, <i>Source Selection</i> , and NASA FAR Supplement (NFS), Part 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, <i>NASA Source Evaluation Boards</i> , apply.		
13 14 15 16	The attention of offerors is particularly directed to NFS 1815.305, "Proposal Evaluation" and to NFS 1815.305-70, "Identification of Unacceptable Proposals".		
17 18 19	The Government's intent regarding discussions with offerors is set forth in FAR 52.215-1, <i>Instructions to Offerors-Competitive Acquisition</i> , which is incorporated by reference in provision L.1, <i>Listing of Provisions Incorporated by Reference</i> .		
20 21 22	A trade-off process, as described at FAR 15.101-1, will be used in making source selection.		
23 24	M.2 SOURCE EVALUATION FACTORS AND RELATIVE IMPORTANCE		
25 26 27	Proposals will be evaluated in accordance with the following factors: Mission Suitability, Past Performance, and Cost. A brief description of each of these factors is set forth below. Only the Mission Suitability factor will be weighted and numerically scored.		
28 29 30	All evaluation factors other than Cost, when combined, are approximately equal to Cost. Mission Suitability factor is more important than the Past Performance factor.		
31 32 33	M.3 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)		
34 35 36 37 38	Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). M.4 MISSION SUITABILITY FACTOR		
39 40 41 42	The Mission Suitability evaluation factor consists of three sub-factors: Management, Technical, and Safety and Health. These sub-factors are described below.		
42 43 44	MANAGEMENT SUB-FACTOR		
45 46	The offeror's proposed response to the Management sub-factor will be evaluated to determine the extent to which the offeror has demonstrated a thorough and comprehensive		

understanding of the management requirements, and has proposed an approach that meets or exceeds contract requirements. Each of the following areas of the Management subfactor will be evaluated in accordance with the described criteria.

Management Approach

The proposal will be evaluated to determine the extent to which the offeror (including any team members and/or subcontractors) understands the management requirements of the IMCS procurement and has proposed a management approach that includes the following:

 (a) Strategies, processes, techniques, policies, and procedures to: (1) provide flexible, effective, and efficient implementation of customer requirements; (2) integrate and report cost, technical and schedule performance; (3) effectively utilize workforce; (4) effectively communicate with internal and external customers; (5) provide innovative management solutions; (6) effectively manage and assess contract performance; (7) consolidating work efforts to reduce operational cost; (8) integrating and optimizing across all PWS elements; and (9) accomplish surges in requirements during special testing, operations, and launch manning activities.

(b) Effective integration of major subcontractors into offeror's resources.

(c) Establishment and management of organizational responsibilities and relationships in a manner that facilitates excellent performance.

(d) Corporate policies or innovative approaches that offer operational efficiencies, productivity enhancements, and/or improved quality.

(e) Sufficient availability of corporate resources to assist in resolving issues.

(f) A sound decision-making processes, and provisions to resolve conflicts at the various levels within the organization.

(g) Effective continuous improvement and process control.

(h) Effective management of configuration control, assessment of cost, and schedule impacts of new requirements.

(i) A sound, comprehensive management approach for developing Task Order proposals.

(j) Provisions to ensure an effective working relationship with the Government and other contractors in meeting the technical interface requirements, including processes and approaches to establish Associate Contractor Agreements (ACAs).

(k) Effective management of Work for Others while ensuring Government requirements are fully met.

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43 44 45 Rationale that describes how the missions and goals of multiple programs and projects will be met while successfully meeting operational requirements and day-today changes.

(m) Accommodations for key Government personnel to have on-line access to systems and data generated in the course of the contract.

Robust capabilities for ad-hoc queries and report generation. (n)

Staffing and Total Compensation

The proposal will be evaluated to determine the quality of the offeror's approach to hiring, compensating, and motivating qualified personnel, in accordance with applicable labor laws and collective bargaining agreements, FAR 52.222-46 and NFS 1852.231-71. The evaluation will consider how well the offeror demonstrated an ability to provide an efficient mix of personnel and skills that can effectively fulfill contract requirements and adapt to adapt to changing requirements, while effectively communicating within and outside of the organization.

The evaluation will include an assessment of the offeror's plans to:

- Recruit, staff, and retain qualified personnel; including incumbent personnel, internal corporate personnel, and external recruitment. The Government will assess the degree to which the Offeror: (1) exhibits a clear understanding of the work to be performed as evidenced by the proposed compensation structure, (2) includes sound rationale for its approach to hiring and retaining incumbent personnel; (3) includes effective incentives to motivate and reward performance and to encourage the retention of personnel, and (4) provides for properly managing the transfer of corporate knowledge and critical skills throughout the life of the contract.
- (2) Provide compensation packages that facilitate the above, including wages, salaries, fringe benefits (such as health care, retirement/savings plans including portability provisions, and paid time-off provisions), and payment for overtime, holidays, and severance. The evaluation will assess the offeror's application of the Service Contract Act, negotiated union agreements, and any other wage determinations that affect the offeror's job classifications and compensation structure.
- (3) Address wage/salary escalations
- (4) Recognize and provide for differences in skills and complexities of the varied disciplines, as well as job difficulty.
- (5) Establish personnel policies, performance incentives, promotions, awards, training, seniority, and professional development.

(6) Establish labor relations policies and procedures that (1) address the use of existing and new Collective Bargaining Agreements to provide reasonable terms and conditions for the workforce while minimizing cost; (2) facilitate productive interfaces with union and non-union employees on a day-to-day basis, consistent with prudent business practices, during the transition phase and contract performance; (3) address how the offeror will continue operations in the event of a strike; and (4) effectively cross utilize personnel between functional areas.

(7) Establish an Organizational Structure that (1) shows clear lines of authority, responsibilities, and communication across all PWS elements; (2) provides a suitable level of autonomy for the IMCS Program Manager and level of recurring reporting/accountability to Corporate; (3) facilitates teamwork, flexibility, effective communications, and efficient performance, including team members and subcontractors.

(8) Use qualified key personnel who are committed to the project, for positions that are critical to the success of the contract.

IMCS Contract Phase-In Plan

The offeror's phase-in plan will be evaluated to determine how well it conveys a clear understanding of the issues associated with transitioning between contracts of this size and complexity, and ensures a smooth and seamless transition of personnel and all non-personnel resources without compromising effective and efficient operations and without any disruption in services. The assessment of the phase-in plan will include an evaluation of the offeror's:

- (a) Overall strategy and comprehensive approach for transitioning all critical contract activities
- (b) Proposed phase-in period duration
- (c) Implementing proposed processes and strategies
- (d) Continuation of work in progress
- (e) Method for obtaining maintenance agreements, licenses, and operational leases on required equipment
- (f) Work control system migration, data and record conversion
- (g) Timecard and financial systems
- (h) Property issues
- (i) Personnel access and badging
- (i) Facility space
- (k) Transition meetings and tracking of key milestones with associated schedules
- (l) Transition staffing and management team
- 42 (m) Method for identifying, addressing, and dispositioning problems and issues
 - (n) Phase-in risk mitigation strategy

Varying Demands and Workload Fluctuations

The Government will evaluate how well the offeror's proposed approach will accommodate changes in the types and amounts of services required, including longer-term changes that result from the transition of NASA programs. The evaluation will include an assessment of how effectively the proposal addresses:

(a) Filling new and/or vacated positions;

(b) Accommodating workload adjustments through the cross-utilization of personnel;

(c) Obtaining personnel with specialized knowledge and skills; and

(d) Initiating other plans which demonstrate flexibility to respond to fluctuating requirements which might arise due to unusual or emergency situations.

Risk Management

The Government will evaluate the offeror's plan to establish and maintain an effective, systematic process for managing risks that is integrated into the overall performance of contract requirements on an ongoing basis, and use that process to identify, mitigate, and manage relevant management risks associated with the offeror's approach.

Financial Management

The offeror's proposed financial management approach will be evaluated for its ability to provide effective and complete financial planning, tracking, and reporting. The evaluation will assess the system structure and capabilities, and how well they are able provide accurate, timely, and complete information. Included in the evaluation will be an assessment of the offeror's ability to:

(d) Use its financial management system to effectively support the development of the Five-Year Technical and Cost Plan (DRD-MS-02).

(e) Meet NF 533 Financial Report (DRD-MS-03) requirements

 (f) Comply with all the financial management reporting requirements stated in PWS 1.2.

Contract Award Fee

The evaluation will assess whether proposed award fee dollars are appropriate and meaningful to incentivize excellent performance (including performance of other team members and subcontractors where applicable), including assessment of approaches to incentivize personnel through distribution of earned award fee.

1 **Technical Management** 2 3 The Government will evaluate how well the proposed approach to technical management is 4 matched to PWS requirements. The evaluation will include an assessment of the offeror's 5 demonstrated ability to: 6 7 accurately compile performance metric data, effectively use the data to improve 8 services, and identify new measures to better quantify performance; 9 10 (b) capture customer feedback and effectively use the feedback to improve subsequent 11 performance; 12 13 Appropriately use workload indicators in its plans for accommodating varying 14 requirements during the period of performance; 15 16 Make sound decisions, consistent with effective and efficient performance, on the 17 need for and use of software licenses, equipment leases, and maintenance agreements; 18 and 19 20 Efficiently plan for and use Government-Furnished computing systems 21 22 Use the Government-furnished work control system to collect, assess, integrate, (f) 23 resource load, coordinate, disseminate, track progress, report status, collect/report 24 actual costs, and retain historical data with effective query capabilities. The 25 following will be included in the assessment: 26 27 (1) Interrelationships between the work control, procurement, time card and financial 28 management systems, and how these relate to the offeror's business management 29 processes. 30 31 (2) The interface(s) of the offeror's other internal systems with Maximo. 32 33 (3) The offeror's management approach to minimizing down-time and maximizing 34 effectiveness of the overall Maximo system. 35 36 (4) The offeror's rationale for any limitations on access to Maximo data. 37 38 The offeror's utilization of the Maximo system to alleviate or minimize DRD 39 preparation effort, gain efficiencies, and reduce work back logs. 40 41 The offeror's plan to enhance Maximo functionality through the use of additional licenses or modules. 42 43

IT Security Compliance/Security Management

Proposals will be evaluated to determine the expected effectiveness of the offeror's IT security compliance and security management plans in providing a secure environment that is compliant with all applicable policies and regulations.

Mission Assurance

The evaluation will assess the ability of the proposed mission assurance approach to ensure consistent, timely delivery of quality products and services.

Training

The evaluation will determine the extent to which the offer's approach to providing training and certification ensures qualified personnel are available and ready to perform contract requirements, and is cost effective.

Logistics

The Government will evaluate how well the proposed logistics management approach facilitates performance of PWS elements, and how efficiently those logistics functions would be performed.

TECHNICAL SUB-FACTOR

The offeror's proposed response to the Technical sub-factor will be evaluated to determine the extent to which the offeror has demonstrated a thorough and comprehensive understanding of all technical requirements stated in the PWS, and has proposed a detailed and substantiated technical approach that, if employed, would meet and exceed those requirements. Each of the following elements of the Technical sub-factor will be evaluated in accordance with the described criteria.

Technical Approach

The evaluation will determine the extent to which the offeror's technical approach is likely to result in the timely delivery of products and services, at reasonable cost, that meet or exceed PWS requirements, even though those deliveries occur in an environment that requires executing simultaneous operations; managing diverse, dynamic, and late changing requirements and priorities; and managing the complexity of interfaces to multiple customers and associate contractors. The evaluation will also include an assessment of:

(a) Proposed innovative approaches or enhancements to improve productivity and efficiency, and/or reduce cost.

(b) Proposed approach to the identification, tracking, and resolution of customer problems and concerns in a customer friendly manner.

 (c) Offer's ability to anticipate, respond to, and accommodate fluctuations in workload and manage priorities of multiple customers.

(d) Proposed approach to maintenance of existing system documentation and development of new documentation as a result of service requests and system modifications.

Technical Risk Management

The Government will evaluate the offeror's ability to use its risk management system to identify, mitigate, and manage relevant technical risks associated with the offeror's proposal.

Operation of Current Systems and Services

The Government will evaluate how well the offeror has demonstrated an understanding of how to successfully operate existing systems described in Appendix 8, and how efficiently and effectively the offeror has proposed to use these systems to deliver the Information Management products and services required in the PWS. The evaluation will assess the extent to which the offeror demonstrates:

- (a) An understanding of the issues and challenges in providing information technology support and services to approximately 15,000 users and customers in the large and extended campus-like environment at KSC and CCAFS.
- (b) Ability to provide integrated visibility and technical status for all systems.
- (c) Proposed processes to ensure technical trends and issues are detected and addressed in a timely fashion. This includes closed loop processes ensuring decisions and efforts that resolve the problems and bring closure to issues.
- (d) Ability to meet critical communication requirements for processing, launch and landing/recovery operations and other day-to-day activities.
- (e) Readiness to support launch and mission requirements
- (f) Ability to meet operational requirements while concurrently upgrading systems and increasing system support and availability levels.
- (g) Effective life cycle management for the assets used in performance of this contract.
- (h) Approaches that effectively implement cross utilization and synergies between the different functional areas of the PWS.

Improving Service Levels and Efficiencies

The evaluation will assess how well the offeror has demonstrated an understanding of the importance of improving service levels, providing customer insight, and providing efficient service delivery in a cost effective manner, and how effectively the proposed approaches provide these benefits. Included in the evaluation will be an assessment of:

(a) Quality of proposed approaches for measuring, analyzing, and improving existing service levels.

(b) Proposed technical alternatives to current services and the methods by which these alternatives will be developed, analyzed and selected for implementation.

(c) Ability of the offeror to measure and improve customer satisfaction, including methods to effectively gather, organize, track and assess customer expectations and experiences.

(d) Proposed processes and procedures for keeping customers informed of the progress towards meeting their requirements.

Maintenance

The evaluation will examine the effectiveness of the offeror's proposed approach to accomplishing system maintenance in a cost effective manner. The evaluation will include assessment of:

(a) The overall proposed approach to maintenance and rationale for each methodology chosen.

(b) Proposed methods of documenting maintenance activities and evaluating them for cost effectiveness.

(c) How the offeror proposes to use trend data to modify maintenance activity.

(d) How maintenance data will be used to support the development and modification of the Five-Year Technical and Cost Plan (DRD-MS-02).

Sustaining Engineering

The Government will evaluate the offeror's approach to sustaining engineering that allows for the expansion and re-configuration of systems. The evaluation will assess the following:

(a) How aging and less than optimal systems and technologies will be routinely updated to ensure continuous support and services without impacting customers.

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(b) How changes to systems and software will be identified to increase efficiency, lower costs, and decrease operational risk.

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(c) How sustaining engineering data will be used to support the development and modification of the Five-Year Technical and Cost Plan (DRD-MS-02).

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Systems Engineering

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The Government will evaluate how well the offeror's approach to project management and systems engineering and integration provides for the development and end-to-end service integration of current and future IMCS systems hardware and software.

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Integration of Maximo into Work Processes

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18 19 The Government will evaluate the offeror's approach to using Maximo 6.2 to meet day to day technical requirements. As part of this evaluation, the Government will consider how the offeror will use Maximo to improve processes, increase communications and efficiencies, and reduce risk while meeting day-to-day technical requirements. The Government will also consider the effectiveness of interfaces between Maximo and any other offeror systems, the status of those interfaces, and provision of customer insight into work requests.

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Mission Suitability Scenarios

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The evaluation will assess the offeror's ability to apply the RFP & PWS requirements to example work scenarios. For each scenario response, the evaluation will determine the extent to which the offeror demonstrated an ability to:

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Provide specific, detailed, and complete responses to Task Order RFP's and baseline (a) work scenarios that demonstrate understanding of the technical objectives and applicable RFP & PWS requirements (while avoiding inapplicable sections);

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Submit responses that present complete, thorough, effective, and efficient approaches to each scenario, in accordance with all RFP and PWS requirements, and consistent with all other aspects of the offeror's proposal.

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SAFETY AND HEALTH SUB-FACTOR

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The offeror's proposed Safety and Health Plan will be evaluated for compliance with requirements set forth in NFS 1852.223-73 and the Safety and Health Plan DRD-SH-01. The Plan will also be evaluated for its ability to efficiently provide for a safe and healthy working environment.

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MISSION SUITABILITY SUB-FACTOR WEIGHTS AND SCORING

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The Mission Suitability factor will be weighted and scored on a 1000 point scale.

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The weights (points) associated with each Mission Suitability sub-factor are as follows:

Mission Suitability Sub-factor	Points
Management	500
Technical	400
Safety and Health	100
Total	1000

The maximum points available for each sub-factor will be multiplied by the assessed percent for each sub-factor to derive the score for the particular sub-factor. For example, if a sub-factor has possible 200 points and receives a percent rating 80, then the score for that sub-factor would be 160 points.

MISSION SUITABILITY ADJUSTMENT FOR COST REALISM

The Government will evaluate the proposed estimated cost to perform the effort described in the Mission Suitability section of the proposal. The Government may adjust the proposed costs as a result of the cost realism analysis performed in accordance with NFS 1815.305 and Provision M-5 of this Section M. In addition to the application of probable cost adjustments described in M-5, the Government may adjust Mission Suitability evaluation points based on differences between the proposed and probable costs of proposals in the competitive range. This adjustment will be accomplished on a structured basis as follows:

Proposed and Probable Cost Difference - Services	Point Adjustment
+/-0 to 5 percent	0
+/-6 to 10 percent	-50
+/-11 to 15 percent	-100
+/-16 to 20 percent	-150
+/-21 to 30 percent	-200
+/-more than 30 percent	-300

This Mission Suitability point adjustment will be based on cost only (not including fee) and will not include the impact of proposed indirect rate ceilings on adjustments made to reflect probable cost. This point adjustment will also not reflect probable cost adjustments made to reflect assumption of current incumbent labor rates. This exclusion applies when an offeror proposes to hire some or all of the incumbent workforce, and states on the cost templates their intent to maintain current incumbent direct labor rates. The probable cost adjustment for the difference between the proposed and current incumbent labor rates is not included in the calculation of probable cost used for establishing a point adjustment.

 This point adjustment is in addition to any impact of Mission Suitability finding(s) concerning the inadequacy of resources, cost or otherwise, established prior to the cost realism adjustment.

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M.5 COST/PRICE FACTOR

The Government will not utilize weighting and scoring in the cost area. The Government will evaluate the offeror's proposal to determine the cost to the Government that is most likely to result from the offeror's proposal. The evaluation, including a cost realism analysis of the offeror's proposal, will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B) and (C). Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "most probable cost."

All proposal cost elements are to be examined during the cost realism analysis, which will include an assessment of realism, reasonableness, and completeness as described below:

 <u>Realism:</u> The Government will evaluate the cost proposal to determine the overall realism of the cost of the proposed technical and management approaches. A cost realism analysis will be conducted to determine if the costs in an offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the offeror's technical proposal. The cost realism analysis will include analysis of the differences in business methods, operating procedures, and practices as they affect cost.

For the costs to be realistic, they must reflect the best estimate of the cost of any contract which might result from that offeror's proposal. The cost realism analysis will include any recommended additions or reductions in material, equipment, labor hours, direct rates, and indirect rates that are necessary to reflect the most probable cost to the Government. The cost realism analysis will also include a summary level of confidence (high, medium, or low confidence) in the assessed probable cost.

 <u>Reasonableness</u>: The Government will evaluate the cost proposal for reasonable cost elements. Proposed rates and factors will be verified. The Government evaluation will assess how well the proposal supports elements of cost, work hours, loading factors, and rates over the contract life. Reasonableness is evaluated by assessing the acceptability of the offeror's methodology used in developing the cost estimates.

<u>Completeness</u>: The Government will evaluate the cost proposal for completeness by assessing the responsiveness of the offeror in providing cost data for all RFP requirements and items in the PWS, and assessing their traceability. The overall objective of this cost evaluation is to provide the SSA with the information needed to select a contractor who is determined to have the capability of successfully performing the contract tasks for a cost that is both reasonable and complete.

The Government will develop a Most Probable Cost (MPC) taking into account the above considerations, proposal risk assessments, and other associated costs serving as a basis for assessing the realism of proposed cost and price. The MPC includes adjustments to the proposed cost necessary to reflect realistic, reasonable, and complete costs of performance. Adjustments are also made for any additional costs the Government would incur for the offeror's unique

proposed use of Government resources and facilities. The Government will use proposed indirect rate ceilings in clause H. 18, *Special Cost Provisions*, in determining probable cost. The terms "proposed" and "probable" cost are inclusive of fee; however, any proposed fee is not subject to adjustment.

Additionally, the NFS requires the Government to apply a Mission Suitability point adjustment, described in Provision M.4 of this Section, as part of the proposal cost realism analysis.

M.6 PAST PERFORMANCE FACTOR

The evaluation of Past Performance will be conducted in accordance with the FAR 15.305(a)(2) and NFS 1815.305(a)(2). The offeror's overall corporate past performance will be evaluated, to include the corporate past performance of any proposed subcontractors (as opposed to that of proposed key personnel), on comparable or related procurement/project efforts. The evaluation will consider the offeror's inputs and responses from references. The Government may supplement the information contained in the proposal with information obtained from other Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation. Emphasis will be given to the extent of direct experience and quality of past performance on previous contracts that are highly relevant to the effort defined in this RFP (such as performance of planned and reactive maintenance, operations, services, cost control, schedule performance, and management). The offeror's safety and health past performance will be evaluated, along with OSHA Form 300 for comparable contracts, including data on Days Away Case Rate, Total Recordable Incident Rate, Days Away plus Restricted Duty plus Job Transfer Rate reports, and

This factor is not numerically weighted or scored. The Government will evaluate proposals and assign one of the following adjectival ratings: Excellent, Very Good, Good, Fair, Poor, or Neutral.

records of OSHA and EPA citations for the last five years of performance.

The adjectival ratings are defined as follows:

Excellent (E)

Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance; and experience that is highly relevant to this procurement. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.

Very Good (V)

Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor problems with little identifiable effect on overall performance; and experience is very relevant to this procurement. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.

- 1 Good (G)
- 2 Effective performance; fully responsive to contract requirements; reportable problems, but with
- 3 little identifiable effect on overall performance; and experience is relevant to this procurement.
- 4 Based on the offeror's performance record, there is confidence that the offeror will successfully
- 5 perform the required effort.

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- 7 Fair/Satisfactory (F)
- 8 Meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems
- 9 with identifiable, but not substantial, effects on overall performance; and experience is at least
- somewhat relevant to this procurement. Based on the offeror's performance record, there is low
- 11 confidence that the offeror will successfully perform the required effort. Changes to the
- offeror's existing processes may be necessary in order to achieve contract requirements.

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- 14 <u>Poor/Unsatisfactory (P)</u>
- 15 Does not meet minimum acceptable standards in one or more areas; remedial action required in
- one or more areas; problems in one or more areas which adversely affect overall performance.
- Based on the offeror's performance record, there is very low confidence that the offeror will
- successfully perform the required effort

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- 20 Neutral (N)
- 21 In the case of an offeror without a record of relevant past performance or for whom information
- 22 on past performance is not available, the offeror may not be evaluated favorably or unfavorably
- 23 on past performance and will be assigned a Neutral rating.

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