

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) –

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

52.216-29 TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

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

No NASA by reference Clauses in Section L

(End of provision)

L.2 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (FAR 52.215-1) (JAN 2004) (ALTERNATE I) (OCT 1997)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

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

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

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

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
- (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show—
- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

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

(1) Mark the title page with the following legend:

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

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

(f) Contract award.

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

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

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

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997), ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

Completed Section L Attachment 1. Attachment 1 is located at the end of Section L.

(End of provision)

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

The Government contemplates award of a time-and-materials contract resulting from this solicitation.

(End of provision)

L.5 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jessica Miller, Building 45, Room 110C, NASA, Johnson Space Center, Houston, TX 77058.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(End of provision)

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with 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):

Federal Acquisition Regulation Internet address - <http://www.arnet.gov/far/>
NASA FAR Supplement (NFS) Internet address -
<http://www.hq.nasa.gov/office/procurement/reg/nfstoc.htm>

(End of provision)

L.7 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

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

(End of provision)

L.8 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (DEVIATION) (NFS 1852.245-80) (SEPTEMBER 2007)

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

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

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

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

[Enter the appropriate information]
(End of provision)

L.9 PROPOSAL MARKING AND DELIVERY (JSC 52.215-109) (JUN 2007)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

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

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form 33 of the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the offeror’s name and address clearly marked on the outside of the package.

The offeror shall include a notice on the cover of the proposal package as follows: “NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(c) Delivery Address

Proposals must be delivered to the address/location specified on the Standard form 33 of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Central Receiving, Bldg 421

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(End of provision)

L.10 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Lara Procknow or Jessica Miller

Phone: 281-483-0155 or
281-483-6792
collect calls not accepted

Mailing Address: NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
2101 NASA Parkway
Houston, TX 77058-3696
Attention: Lara Procknow, Mail Code BJ4

E-mail: Lara Procknow – lara.n.procknow@nasa.gov
Jessica Miller – jessica.c.miller@nasa.gov

QUESTIONS REGARDING THIS SOLICITATION MUST BE PRESENTED IN WRITING and should be submitted to the above address within 10 days of the solicitation issue date in order that answers may be obtained and disseminated in a timely manner, since it is not expected that a proposal submission date can be extended. Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. Questions shall not be directed to the technical activity personnel.

Note: Any written communications should include the mail code BJ4 and the solicitation number on the envelope to expedite processing.

(End of provision)

L.11 INSTRUCTIONS FOR PROPOSAL PREPARATION.

Note to Offerors: For a better and more complete understanding of this part of Section L, you should also refer to Section M. The instructions in this part of Section L are directly related to the evaluation factors set forth in Section M. Proposals will be evaluated in accordance with the evaluation factors in Section M.

10.1 General

Offerors shall furnish proposals in accordance with the following instructions:

- (a) Each volume of the proposal should be separate and complete within itself; however, discretionary references to another volume of the proposal may be appropriate in order to avoid duplication of the same material. Each volume of the proposal should stand alone, provide complete coverage of the topic, and include responses to each item outlined in the proposal instructions. Each

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

volume will include a table of contents applicable to the volume for ready reference to key sections, figures and illustrations, if applicable. Copies of each volume shall be assigned a sequential number, e.g., Volume I, copy 1 of 4 copies.

- (b) The Price Volume is strictly limited to cost and price information. Information, which can be construed as belonging in one of the other volumes will be so construed and counted against that volume's page limitation.
- (c) In accordance with Subpart B of the Federal Aviation Administration (FAA) Repair Station Regulations, the organization (contractor or subcontractor) performing aircraft inspections, scheduled and unscheduled maintenance, preventative maintenance, rebuilding, and alterations of aircraft, aircraft components, and support equipment, structural inspections and repair, testing, paint stripping and painting, and Aging Fleet Corrosion Prevention and Control Program task card on NASA aircraft and "on-aircraft" engine related maintenance shall maintain, at a minimum, the ratings/limited ratings found in Section C of the Statement of Work.

The organization (contractor or subcontractor) performing aircraft inspections, scheduled and unscheduled maintenance, preventative maintenance, rebuilding, and alterations of aircraft, aircraft components, and support equipment, structural inspections and repairs, testing, paint stripping and painting, and Aging Fleet Corrosion Prevention and Control Program task cards on NASA aircraft and "on-aircraft" engine related maintenance shall have current documentation approving its facility as a FAA Certified Repair Station per Federal Aviation Regulation (FAR) Part 145 for NBAF type aircraft.

The organization (contractor or subcontractor) performing aircraft inspections, scheduled and unscheduled maintenance, preventative maintenance, rebuilding, and alterations of aircraft, aircraft components, and support equipment, structural inspections and repairs, testing, paint stripping and painting, and Aging Fleet Corrosion Prevention and Control Program task cards on NASA aircraft and "on-aircraft" engine related maintenance shall provide proof of the certifications set forth above with its proposal in Volume 1: Technical, Appendix A.

The offeror shall provide its internal engineering technical instructions in Volume 1: Technical, Appendix B.

- (d) All applicable certifications contained in Section K must be completed and returned.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

10.2 Proposal Page Limitations (NFS 1852.215-81) (FEB 1998)

(a) The following page limitations are established for each portion of the proposal.

VOLUME	TITLE	NO. OF COPIES	PAGE LIMITATIONS
1	Technical	4	50
2	Past Performance	2	N/A
3	Price	2	None

(b) A page is defined as one side of a sheet, 8 ½" x 11", with at least one inch margins on all sides, using not smaller than 12 point type, Arial non-compressed font. Foldouts count as an equivalent number of 8 ½" x 11" pages. The metric standard format most closely approximating the described standard 8 ½" 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. The following items shall be provided as an Appendix to the proposal and **are excluded from the Technical Volume page limitations**: Copies of the current/limited ratings and FAA certifications, the contractor's internal engineering technical instructions, the contractor's warranty, and small business utilization (including subcontracting plan, if applicable) The Price Volume of the 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 sections 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.

(f) Number the pages consecutively in each volume (e.g. Volume 1, Page 1 of 50).

(g) Three (3) original signed copies of the contract, (Standard Form 33, Sections A-K), shall be submitted with your proposal. All blanks for prices, deliveries, and contractor facilities must be filled in.

10.3 Period of Performance Covered By Procurement

This solicitation covers a basic period of three years and two one-year options.

Offerors shall submit a time and material proposal for all five years of the procurement. More information on preparation of the price proposal is contained later in this Section L under instructions relating to price.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The options identified in Section B will be exercised only if the requirements of FAR 17.207 (c) have first been met. The Government is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

10.4 Proposal Content

Offerors are required to provide the following Volumes:

1. Volume 1: Technical

Technical Approach

Quality Management

Response and Delivery Time

Facilities and Equipment

Security

Appendix A: Copies of limited/current ratings and FAA FAR Part 145 Certifications

Appendix B: Internal Engineering Technical Instructions

Appendix C: Contractor's Warranty

Appendix D: Small Business Utilization, including Subcontracting Plan (if applicable)

2. Volume 2: Past Performance

3. Volume 3: Price

This information is considered essential for the Government to conduct a fair and impartial assessment of proposals in accordance with the evaluation subfactors provided in Section M. The items listed above are not, however, all-inclusive, and offerors should include in their proposals any further discussion they believe necessary or useful in demonstrating their ability to perform all requirements of the Statement of Work under the contract.

L.12 LOWEST PRICED TECHNICALLY ACCEPTABLE WITH PAST PERFORMANCE

This procurement shall be conducted utilizing a combination of technically acceptable baseline requirements and price. The Government seeks to award a contract resulting from this solicitation to the offeror whose proposal after evaluation represents lowest price, technically acceptable offer with past performance.. The Government's requirements are stated as baseline requirements (minimum government needs). All offers will be evaluated against the specifications/statement of work included in Section C of the RFP.

An initial review will be conducted to determine acceptability of the proposals. All unacceptable proposals will be eliminated from further evaluation. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(2) after discussions with all offerors in the competitive range, afford each offeror an opportunity to revise its offer, and then make selection.

Technical acceptability, other considerations, and price are discussed in detail below.

11.1 Volume 1: Technical Acceptability

Volume 1, Technical will describe the Offeror's comprehension of the work to be performed under this contract. Offerors should consider the requirements set forth in the SOW when responding to the discussion items in the following subsections to fully convey their understanding of the technical complexities of the proposed effort. **Offeror shall identify and discuss risk issues throughout the technical proposal where they are relevant and describe their approach to mitigating these risks.**

The proposal must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The Government's baseline requirement is made up of the specification/statement of work included in this solicitation, as well as the following areas:

Note: In the event other organizations (including subcontractors) are proposed as being involved in conducting this work, their relationships during the effort shall be fully explained and their proposed contributions to the work completely identified and integrated into each part of the response.

Paragraphs A through H are proposal content instructions. The Offeror shall describe or provide the following:

A. Technical Approach

Discuss your understanding of the overall and specific requirements of the proposed contract. In your response convey the company's capabilities for transforming understanding into accomplishment. Present in detail, the plans and methods for contract accomplishment. Show how any subcontractors you select to assist in this contract will be monitored and what oversight will be given to ensure compliance with the contract under NASA and FAA policies and procedures.

B. Quality Management Program

Discuss your proposed Quality Management Program with an emphasis on tool control, quality control inspection processes, and safeguards provided for the protection and safety of personnel and Government property. Also discuss

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

the qualifications of personnel involved in contract performance. Discuss your Management and Quality oversight activities for subcontractors.

C. Response and Delivery Time

Discuss response time capabilities for prompt delivery of aircraft repair components to ensure minimal NASA aircraft downtime.

D. Warranty

Discuss the degree of responsibility and cost, if any, assumed by the offeror with regard to repair, replacement or failure of parts in order to guarantee maximum aircraft hours and calendar life time provided by the warranty following aircraft scheduled and unscheduled maintenance activities.

E. Contractor Engineering Approved Technical Instructions

Discuss internal contractor-developed engineering technical instructions used by personnel during the normal course of business that meet the intent of Original Equipment Manufacture technical publications.

F. Facilities and Equipment

Discuss contractor and subcontractor facilities and equipment with an emphasis on FAA FAR Part 145 certification, size of hangars, and length of runway for specific NASA aircraft. Address facility fire protection, bonded and long term storage capabilities, and paint stripping and painting facility capability.

Note: The Government reserves the right to conduct site visits of the contractor's facility and any proposed subcontractors' facility where the work will be performed.

G. Security

Discuss the contractor and subcontractor security protection plans for NASA aircraft while at their facilities.

H. Small Business Utilization

Small Business Subcontracting Plan (in accordance with FAR 52.219-9 (NOV 2007) (ALT II) (OCT 2001)) (Does not apply to Small Businesses)

If the offeror is a large business, this part shall include the supporting rationale for the proposed small business subcontracting plan. The small business subcontracting plan shall be specific as to the work and dollar value to be subcontracted.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Small Business Utilization Subfactor (NASA Procurement Information Circular 08-05) (FEB 2008)

All offerors must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Although small businesses are not required to submit Small Business Subcontracting Plans, the instructions regarding small business subcontracting requests information more extensive than data about subcontracting plans. See paragraph (b) "Other" under Small Business Subcontracting. Small businesses, therefore, shall address small business participation to the extent that subcontracting opportunities exist. See FAR 52.219-8, *Utilization of Small Business Concerns*.

The instructions regarding SDB participation apply to BOTH large and small business offerors except SDB offerors, unless the SDB offeror waives the price evaluation adjustment factor by completing paragraph I of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the "evaluation credit" (points) associated with the SDB participation described in Section M.

Small Business Subcontracting

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

- (1) This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan and its Alternate II". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.
- (2) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition [Reference Section H.4 of the Contract entitled SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (OCT 2006)], expressed as a percent of Time & Materials (T&M) Maximum Value (basic and all options combined), is as follows:
- (3) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.
- (4) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J-TBD in the resulting contract. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals,

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(5) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph a) (2) above in terms of percent of T&M Maximum Value (basic and all options combined). Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(6) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9, Alternate II, offeror's shall complete Exhibit 1 (below), SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of T&M Maximum Value and a percent of Total Planned Subcontracts. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF T&M MAXIMUM VALUE, REFER TO THE BELOW EXAMPLE)

(1) Example of Subcontracting Goals as expressed in both T&M Maximum Ordering Value and Subcontract Value for a contract proposed at \$100M and estimated subcontracts of \$50M.

Exhibit 1 – Small Business Subcontracting Plan Goals

	Column A T&M Maximum Value Goal	Column B	Column C Subcontract Value Goal
Category	Percent of T&M Maximum Ordering Value	Dollar Value	Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Women Owned Small Business	9 percent	\$9,000,000	18 percent

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Concerns			
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of contract value in column A.

Then based on the \$100 million contract value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as indicated in column B.

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

(b) Other:

Large businesses are required to complete this section to further support proposed goals in their Small Business Subcontracting Plan. Small businesses are required to complete this section to the extent that subcontracting opportunities exist in their proposal.

(1) Offerors who are large businesses shall provide rationale to substantiate the proposed goals in the Small Business Subcontracting Plan.

(2) Offerors who are small businesses shall provide a breakdown of anticipated subcontracting, in terms of total contract dollars (basic requirement and each option separately) for both small business concerns and large businesses. Small businesses shall provide rationale to substantiate the anticipated subcontracting.

(3) Offerors must briefly describe work that will be performed by the small business subcontractor(s).

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(4) Provide the Offeror's record of past participation of small business concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc. over the past three full government fiscal years. Copies of Summary Subcontracting Reports and Individual Subcontracting Reports (on relevant contracts) used to meet Federal reporting requirements may be part of the supporting information submitted.

Small Disadvantage Business (SDB) Participation:

(a) Small Disadvantaged Business Participation – Contract Targets:

(1) The targets only include subcontracts with SDB concerns in those industries designated by the Department of Commerce as under represented areas by NAICS Industry Subsector. The General Services Administration has posted this Department of Commerce determination at <http://www.arnet.gov/References/sdbadjustments.htm>.

(2) After completing an independent assessment of the opportunities available for subcontracting with small disadvantaged firms, Offerors shall propose a target for SDB participation by completing the Section H clause at H.XX., Small Disadvantaged Business Participation – Contract Targets. The target for SDB participation in clause H.XX shall be expressed as a percent of T&M Maximum Value (basic and all options combined). If the Offeror is an SDB that has waived the SDB price evaluation adjustment in accordance with FAR 52.219-23, it shall provide with its offer a target for the work that it intends to perform in the authorized subsectors as the prime contractor. For additional information on under represented areas by NAICS Industry Subsectors, Offerors may reference the following website: <http://www.arnet.gov/References/sdbadjustments.htm>.

(b) Other:

The information below is only requested to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors. Each Offeror shall:

(1) Provide rationale to substantiate the proposed targets for SDB participation.

(2) Briefly describe work that will be performed by SDB subcontractor(s). If the subcontractor(s) is known, tie the work to the subcontractor and ensure consistency with *H.5 Small Disadvantaged Business Participation – Contract Targets (Offeror Fill In)*. Additionally, specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(3) Provide the Offeror's record of past participation of SDB concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc. over the past three full government fiscal years. Copies of Summary Subcontracting Reports and Individual Subcontracting Reports (on relevant contracts) used to meet Federal reporting requirements can be part of the supporting information submitted.

11.2 Volume 2: Past Performance

The offeror and subcontractors shall provide information on a minimum of 3 past contracts (i.e., 3 for the prime and 3 for each subcontractor), preferably with the Government and recent (within the last 3 years), listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). Offerors with no past performance shall state so. Offerors with no previous Government contracts shall so state.

11.3 Volume 3: Price

Introduction

Your price proposal shall be submitted in one volume labeled Volume 3 Price Proposal. Certified cost and pricing data is not required; however, other than cost and pricing data is required.

Section L Attachment 1 is for **proposal evaluation purposes only**. Section L Attachment 1 describes how the lowest evaluated price will be determined. In addition to comparing the offeror's lowest evaluated price and individual unit prices, an additional amount shall be added for NASA personnel and travel and transportation to the offeror's facility. For purposes of determining this amount, the Government will evaluate offers by performing a price calculation of the price of delivering a B-747 from Edwards Air Force Base (EDW), California, El Paso (ELP), TX, and Houston (EFD), TX to the offeror's facility. \$5,000 per flight hour of flight time will be added to the total amount of the price. Flight time estimates will be calculated by using 350 knots true air speed (TAS) from the facilities listed above to the offeror's location.

For example: A Houston (EFD), TX base offeror would be subject to the following calculation per year, or 5 times (basic period plus 2 one year option periods):

1) (Edwards AFB, CA).
1,211 nautical miles for B-747 delivery from EDW divided by 350 knots = 3.46 hours x 2 (round trip) = 6.92 hours .

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

2) 6.92 hours x 3 round trips = 20.76 hours.

3) Evaluated Proposed price + (20.76 x \$5,000) = (Evaluated Proposed Price) + \$103,800

For Evaluation Purposes:

(Evaluated Proposed Price) + (Flight Cost from EDW + Flight Cost from ELP, + Flight Cost from EFD) = TOTAL EVALUATED PRICE

NOTE: If multiple repair facilities/locations are planned, the Government will use the facility with the furthest distance for the price calculation. Also, evaluation of options will not obligate the Government to exercise the option(s).

OFFERORS SHALL NOT ADD FLIGHT COST TO THEIR PROPOSED PRICE. THE GOVERNMENT SHALL MAKE THE CALCULATIONS FOR ALL OFFERORS.

If the offeror's prices listed on Section L Attachment 1 differ from the prices found in the model contract, the prices contained in the model contract shall be used for price evaluation.

The offeror shall submit a completed Cost and Benefit Template (Section L Attachment 4). Section L Attachment 3 provides instructions for completing the wage-salary template.

(End of provision)