SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PART I: PROVISIONS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.204-6	APR 2008	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA AND ALTERNATE IV
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME
52.252-5	APR 1984	AUTHORIZED DEVIAITONS IN PROVISIONS

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

CLAUSE NUMBER	DATE	TITLE
1852.219-77	MAY 1999	NASA MENTOR-PROTÉGÉ PROGRAM
1852.225-70	IEER 2000	EXPORT LICENSES AND ALTERNATE I (FEB 2000)
1852.233-70	OCT 2002	PROTESTS TO NASA

L.2 <u>FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2004)</u>

(a) Definitions. As used in this provision—

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

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

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

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

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

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

- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (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 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.
 - (i) 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.
 - (ii) 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.
 - (iii) 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 FAR <u>52.215-5</u>, 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 <u>52.225-17</u>, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government 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.
- (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.
 - (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 <u>FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</u>

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 these addresses:

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

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

(End of provision)

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

The Government contemplates award of a:

Indefinite Delivery/Indefinite Quantity (IDIQ) Fixed Rate contract.

(End of provision)

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

(a) Protests, as defined in section 31.101 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:

Hand Carried:

Andrea R. Falls (call before arrival, 281-483-1862)

Mailing Address: NASA Johnson Space Center PI&C Solicitation NNJ09ZBG001R BG/ISS Procurement Office Attn: Andrea R. Falls 2101 NASA Parkway Houston, Texas 77058-3696

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

(End of provision)

L.6 NFS 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DEC 1988)

(a) A preproposal conference was held as indicated below:

Date: October 30, 2008

Time: Registration 1:30 to 2:00 p.m. CDT

Conference 2:00 to 5:00 p.m. CDT

Location: JSC Gilruth Center

2101 NASA Parkway

Houston, Texas 77058-3696

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation. Submit names of attendees to Andrea R. Falls, e-mail address: jsc-prog-int-and-contract-seb@mail.nasa.gov, by COB, CDT, October 27, 2008. Companies are not required to limit the number of attendees to the afternoon briefing on October 30, 2008. However, each Offeror will be limited to 5 attendees for the One-on-One Communication sessions on October 31, 2008.

(End of provision)

L.7 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

- (a) The page limitations for each of the sections of the proposal submitted in response to this solicitation are defined in Section L, Part II, 1.0 Introduction.
- (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, with the exception of tables and figures, which may use 10 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, tables of contents, and acronym listings 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.8 NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

- (a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA General Safety Program Requirements, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.9 NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (DEVIATION) (SEP 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.
- (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 NFS 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 NFS 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 FAR 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:

Upon Request

(End of provision)

L.10 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION) (SEPT 2007)

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

Item	Acquisition	Acquisiti	Quanti	If e	quipment	
Description	Date	on	ty			
		Cost				
See Section C,				Manufacturer	Model	Serial
Add 4 – List of						Number
Installation						
Accountable						
Property and						
Services,						
Table(s) 8						

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

Item	Acquisition	Acquisition	Quantity	If e	quipment	
Description	Date	Cost				
				Manufacturer	Model	Serial
N/A						Number

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

(End of provision)

L.11 JSC 52.215-109 PROPOSAL MARKING AND DELIVERY (JUN 2007)

(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.

(End of provision)

L.12 PROPOSAL SUBMISSION INSTRUCTIONS

- (a) Due to heightened security measures in force at JSC, and to ensure timely proposal submission, the following procedures shall be followed.
- (b) Offerors shall deliver proposals to Central Receiving Building 421 at the Johnson Space Center (JSC) 2101 NASA Parkway, Houston, TX 77058-3696 no later than 1:30 p.m. CST on February 9, 2009 except for Section K, Representations, Certifications and Other Statements of Offerors, Volume III Past Performance Proposal, Past Performance Questionnaires, and the Cognizant Audit Office Template (CAOT) template which are due no later than 1:30 p.m. CST on January 22, 2009. Each Offeror shall notify the Contracting Officer one day in advance of the proposal submission.

Call or e-mail Andrea R. Falls before arrival to ensure a Source Evaluation Board (SEB) member will be available to escort your proposal:

Telephone: (281) 483-1862

E-mail: jsc-prog-int-and-contract-seb@mail.nasa.gov

(c) The following instructions for submission of proposals are designed to ensure proposal data is adequately protected against potential improper disclosure while

concurrently ensuring the physical security of JSC. While the Offeror may use a commercial provider for delivery services, the Offeror shall ensure that its proposal is delivered in a manner that fully complies with the requirements of this solicitation provision and any other proposal delivery instructions in this RFP. Failure to comply could delay the proposal delivery or allow it to be handled by unauthorized or non-Government personnel. Offerors are advised that proposals sent by commercial carrier or through the U.S. Postal Service are subject to being opened and inspected by other than Government personnel. As used herein, the term "non-Government personnel" refers to all personnel not employed directly by the U.S. Government, and includes employees of Government Contractors.

(d) To deliver a proposal to JSC, Offerors shall do so by first entering JSC at Gate 4. Offerors are advised that entry through any other gate could result in excessive delays or searches of vehicle contents by non-Government personnel. Anyone delivering a proposal, including persons having authorized access to JSC, may be subjected to searches or delays when attempting to enter through a gate other than Gate 4. Gate 4 can be reached by traveling east on Bay Area Boulevard from Interstate Highway I-45. Turn right off of Bay Area Boulevard at Space Center Boulevard and enter JSC at the first entrance on the right. Gate 4 is opened at 6:00 a.m. local time. Upon entering the site, Offerors will encounter a security guard posted at Gate 4. Offerors shall advise the guard posted at Gate 4 that they are delivering a proposal and should receive instructions to proceed to a security checkpoint (Post 12). Since all incoming delivery vehicles are inspected, to avoid delays, Offerors are encouraged to limit vehicle contents to the proposal being delivered. The Offeror will be cleared to proceed to Central Receiving – Building 421.

Each Offeror shall verify with the Contracting Officer that an authorized civil service point of contact has been requested to accompany the Offeror for the remainder of the delivery process. The time when Central Receiving accepts the proposal package from the Offeror will determine the official proposal submission time.

(End of provision)

L.13 AVAILABILITY OF SPECIFICATIONS

- (a) All technical documentation incorporated directly by reference in this solicitation may be obtained from the Program Integration and Control Technical Library which is available online at: http://procurement.jsc.nasa.gov/isspic/default.asp
- (b) All Federal, Military, NASA, other Government Standards and Specifications, and technical documentation incorporated non-directly referenced in this solicitation may be obtained by submittal of a request to the Contracting Officer identified in L.6.

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

- (c) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.
- (d) The Contracting Officer will furnish, upon request, copies of NASA quality documents referenced in the solicitation and not otherwise available to the Offeror for the preparation of its offer.

(End of provision)

L.14 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION

- (a) If a subcontracting arrangement is proposed, Offerors shall include specific detail in the following areas so that the Government can determine that the prime Contractor making the offer will be performing the primary and vital requirements for the contract.
 - (1) Who will manage the contract.
 - (2) Which party possesses background and expertise necessary for contract performance.
 - (3) Which party pursued the contract.
 - (4) The degree of collaboration in preparation and submission of competitive proposal.
 - (5) Whether there are discreet tasks to be performed by each of the teaming partners, or whether there is instead commingling of personnel and resources.
 - (6) The relative amount of work to be performed by each teaming partner.
 - (7) Which party will perform the more complex and costly contract functions.
 - (8) The business size of the other parties.
 - (9) Which of the parties possess the qualifications relevant to the contract requirements.
 - (10) Describe how the Offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting. For the purposes of this RFP, JSC defines "costs of contract performance incurred for personnel" to mean direct labor,

labor overhead (including payroll taxes and benefits), and G&A. "Employees on the concern" means actual direct employees identified on the Offeror's payroll records for which social security taxes are matched. JSC considers "cost of contract performance" to include all costs throughout contract completion (the full contract period of performance).

Note: Major subcontractor is defined by this solicitation as a company that the Offeror anticipates providing at least \$1,000,000 of contract value in support of the Statement of Work effort.

(b) If an 8(a) joint venture is proposed, Offeror shall submit a SMALL BUSINESS ADMINISTRATION signed and approved joint venture agreement with submission of the proposal.

(End of provision)
[END OF SECTION]

SECTION L - PART II 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.

1.0 <u>INTRODUCTION</u>

Proposals shall be submitted in the following five volumes within the established page limitations.

Volume No.	Title	Page Limit		
Volume I	Technical and Management Approach			
	TA. Technical Approach	120		
	TA1. Overall Technical Approach	*15		
	TA2. Specific Technical Understanding	*100		
	and Associated Resources			
	TA3. Operational Scenario	*5		
	MA. Management Approach	40		
	MA1. Overall Management Approach	*30		
	MA2. Key Personnel	*10		
	(Att. L-1 resumes not included in			
	page limit)			
	SA. Safety and Health Approach			
	SA1. Overall Safety Approach	No Limit		
Volume II	Plans	56 + No Limits		
	A. Annual Performance Feedback Plan	10		
	B. Phase-in/Transition Plan	25		
	C. Total Compensation Plan	15		
	D. Associate Contracting Agreements	3		
	E. IT Management and Security Plans	No Limit		
	F. Organizational Conflict of Interest Avoidance Plan	3		
Volume III	Past Performance	No Limit		
Volume IV	Price Proposal	No Limit		

Volume No.	Title	Page Limit
Volume III	Past Performance	No Limit
Volume IV	Price Proposal	No Limit
Volume V	Other Required Data	
	A. Ostensible Subcontractor Approach	No Limit
	B. Model Contract	No Limit
	Offerors shall also submit three (3) original	
	executed model contracts, Sections A-J, with all fill-ins completed (those fill-ins	
	required to be completed by the Offeror)	
	and a completed Section K Representations	
	and Certifications.	

^{*}Subsection page limits are guidelines only.

The five volumes identified above shall be separately bound in appropriately sized 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the Offeror's name. The same identifying data should be placed on the spine of each binder. Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with no page limitations and lower case Roman numerals for title pages, tables of contents, and acronym lists. The Government will allow for 10-point type for graphics and tables. Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limitations.

In providing these instructions, the Government's intention is to solicit information that will permit a competitive evaluation of the Offeror's proposal. The information solicited will demonstrate your competence and capability to successfully complete the requirements specified in the Program Integration and Control Contract Statement of Work (SOW). Generally, the proposal shall:

- (a) Demonstrate understanding of the overall and specific requirements of the proposed contract,
- (b) Convey the company's capabilities for transforming understanding into accomplishment,
- (c) Present in detail, the plans and methods for so doing, and

(d) Present, as requested below, the costs associated with so doing.

Your proposal shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate an understanding of the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate to simply state that you understand and will comply with the specifications, or to paraphrase the specifications such as: "standard procedures will be employed to..." or "well-known techniques will be used for...". The proposal shall explain comprehensively how you propose to comply with the contract (SOW and Terms and Conditions,) as well as, the techniques and procedures you propose to implement.

In the event that you propose to involve other organizations in conducting this work, their relationships shall be explained, and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

Applicable and reference technical documents as well as sample products shall be accessed through the electronic technical library available for this procurement at the following address:

http://procurenent.jsc.nasa.gov/isspic/default.asp

For the purpose of this RFP, the technical library contains the official versions of applicable and reference documentation. No other version of the documentation should be used.

You will need to contact the Contracting Officer identified in L.6 to obtain a user name and password for the ability to access the electronic technical library.

2.0 GENERAL

A. COPIES OF PROPOSALS

Offerors shall provide twenty (20) copies of Volume I, ten (10) copies of Volume II and Other Required Data, ten (10) copies of Volume III, and ten (10) copies of Volume IV. In addition, Offerors shall provide two (2) copies of their entire proposal (Volumes I through IV) electronically on separate CD ROMs. Two CD ROM copies of Volume III shall also be provided with the early delivery of Volume III.

Each CD ROM provided is to have an external label affixed indicating:

- (1) The name of the Offeror,
- (2) The RFP number,
- (3) Copy number, and

(4) An identification of the files or range of files contained on the CD ROM.

The required number of copies of each volume shall be uniquely marked for documentation control on the cover as $Copy __ of __$. For example, the first copy of Volume I shall be marked as Copy 1 of 20, the second copy as Copy 2 of 20, etc.

B. GOVERNMENT-PROVIDED PROPERTY AND SERVICES

Services and property to be furnished by the Government for use on the proposed contract are as set forth in Section G.5, NFS Clause 1852.245-71, Installation-Accountable Government Property, and Section G.8, NFS Clause 1852.245-76, List Of Government Property Furnished Pursuant to FAR 52.245-1.

C. FACILITIES

The Program Integration and Control Contract is to use a combination of existing facilities onsite at JSC and offsite, both Government-furnished and Contractor furnished, to accomplish the work in Section C, Statement of Work. NASA's current estimate of office space available (including computer workstations and other services listed in G.5) for on-site personnel is listed in Section C, Addendum 4.

3.0 PERIOD COVERED BY PROCUREMENT

This solicitation covers a basic 3 year period with two 1-year options for a total potential period of performance of 5 years.

Detailed information on preparation of the Volume IV cost proposal is contained in Part II, Paragraph VI of Section L.

4.0. VOLUME I – TECHNICAL AND MANAGEMENT APPROACH

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

TA. TECHNICAL APPROACH

This section of the proposal should use the Standard Labor Categories and guidelines as defined in Appendix 5, Sample Guidelines, Standard Labor Categories and Table L-1.

The Offerors shall use Appendix 6, Technical Understanding - Formats and Examples, as a guideline for discussing your technical approach.

The rollup table (Appendix 5, Table L-2: PI&C SOW Proposal Level of Detail and WYEs) shall be the sum of all subordinate SOW areas and is intended to evaluate the Offeror's proposed technical approach and required resources.

TA1. Overall Technical Approach

In this section discuss your overall technical approach to the Statement of Work requirements for technical activities that apply contract-wide including the identification of innovative methods you would employ with associated rationale.

Identify key technical SOW functional areas and discuss your approach for ensuring technical integration among these key areas both within the Program Integration and Control follow-on contract and with other ISS Program Contractors and International Partners.

A narrative and table of resources (see Appendix 6, Technical Understanding - Formats and Examples) are required for each of the rollup (R) SOW items listed in Section L, Appendix 5, Table L-2, PI&C SOW Proposal Level of Detail and WYEs.

The Offerors shall provide the WYE levels, in Appendix 5, Table L-2, Column 4, PI&C SOW Proposal Level of Detail and WYEs, for the corresponding work breakdown structure. The Offerors shall address not only the specific labor resources but also your supporting rationale, BOE, and assumptions for estimating the amount and skill mix of those resources as well as the technical approach for accomplishing the SOW areas as referenced by "R". In order to eliminate redundant detailed narratives, the Offeror may address efficiencies or risk mitigations at the rollup (R) level for explanations that span multiple detailed SOW items.

TA2. Specific Technical Understanding and Associated Resources

The Specific Technical Understanding and Associated Resources section shall address specific technical requirements and labor resources for each SOW area as referenced by "D" in Section L, Appendix 5, Table L-2, Column 4. In addition, the discussion addressing specific technical understanding and resources should be consistent with the proposed overall technical and management approach. Inconsistency between these two areas may result in negative mission suitability

findings. Included in Section L, Appendix 5, Table L-1 is a list of Standard Labor Categories to use for proposal purposes. Section L, Appendix 5, Table L-2 delineates the SOW level for which detailed data is required as referenced by "D". The format and specific instructions, including an example of what is to be included for each specified SOW level is addressed in Section L, Appendix 6.

Additionally, a table of resources (see Appendix 6, Technical Understanding - Formats and Examples) is required for each of the detail (D) SOW items listed in Section L, Appendix 5, Table L-2, PI&C SOW Proposal Level of Detail and WYEs.

The Offerors shall provide the WYE levels, in Appendix 5, Table L-2, Column 4: PI&C SOW Proposal Level of Detail and WYEs for the corresponding work breakdown structure for accomplishing the SOW areas as referenced by "D". The Offerors shall address not only the specific labor resources but also your supporting rationale, BOE, and assumptions for estimating the amount of those resources as well as the specific technical approach for accomplishing the SOW areas as referenced by "D".

TA3. Operational Scenario

The Offeror shall provide a detailed response of the technical approach to the scenario provided below. Identify and discuss impacts to SOW functions, impacted teams and areas that will need to be assessed and modified, and recommended courses of action. Identify any cost, schedule, risk, and contractual impacts to ongoing operations and provide all assumptions and rationale. Use the reference assembly sequence in Section L, Appendix 1, Programmatic Groundrules and Assumptions.

Support ISS Capability upon Shuttle Retirement

The Space Shuttle will retire and no longer support the ISS near the end of 2010. The ISS Program will continue to operate in the as built "Assembly Complete" configuration. Without the Space Shuttle, the capability to transport crew and cargo to the ISS can be significantly reduced. Shuttle-unique functionality will no longer be available and alternatives must be developed.

Assumptions

- Shuttle retires in 2010
- All major elements of the ISS have been delivered (i.e. ISS "Assembly Complete").
- Reference latest assembly sequence attached Section L, Appendix 1

- ISS operational requirements met with required redundancy needed for crew and vehicle safety through December 31, 2015.
- Nominal ISS research will be conducted through December 31, 2015.
- 6-person Crew (3 USOS, 3 RS) will be present and continue throughout the life of the ISS Program.

Identify technical USOS impacts due to Shuttle retirement. Include a preliminary assessment of ISS impacts to accommodate any transportation gap, re-supply demands, transition from a Shuttle-based cargo delivery vehicle, and integration to new commercial-based vehicles. Also provide an assessment of ISS impacts for adapting to arrival of these different visiting vehicles.

4.0 VOLUME I – TECHNICAL AND MANAGEMENT APPROACH (Continued)

MA. MANAGEMENT APPROACH

MA1. Overall Management Approach

Describe your overall management approach to fulfilling all contract requirements. Describe proposed management approach, program and project management functions, strategies, policies and procedures to provide flexible and efficient implementation of customer requirements. Describe any innovations and efficiencies you plan to implement and gain through your management approach and provide adequate rationale for proposed innovations.

When discussing your overall management approach, be sure to address the following areas:

A. Organizational Structure

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

B. Teaming Arrangements

Discuss the details of formal teaming arrangements with any proposed subcontractors, team members, or joint venture partners. Describe the division of tasks and responsibilities relative to the contract SOW and proposed WBS. Describe the communication channels, lines of authority (including the line of succession if Program Manager is unavailable), reporting relationships, and responsibilities of all organizational elements. Include in this discussion any proposed subcontractors, team members, or joint venture partners proposed to illustrate their relationships within the proposed structure or between the organizational elements and any other proposed subcontractors, team members, or joint venture partners.

Describe the reporting responsibilities of the Program Manager to corporate management and the relationship between the Program Manager and the prime Contractor's corporate management as well as the management of any proposed subcontractors, team members, or joint venture partners.

Note: The Offerors shall comply with Provision L.14, SBA Ostensible Subcontractor Rule Information, and Section L, Part II, 7.0 Ostensible Subcontractor Approach.

C. Work Breakdown Structure (WBS)

Provide a WBS down to at least the third level to map to the contract SOW and explain the rationale for the WBS.

D. Attracting and Retaining Personnel

Discuss your overall management approach to attracting and retaining high caliber personnel capable of meeting SOW requirements at a high level of excellence. Describe how you will maintain an environment in which highly skilled and talented people will make long-term commitments to achieving the ISS Program and Program Integration and Control mission. Describe how you will maintain a skill set and staff to support emerging programs such as Constellation, and other potentially new programs/projects. Describe incentives that you will use to motivate and reward performance and encourage the retention of personnel. Describe the policies, procedures, and experience related to these incentives. Specific information relating to the wages, salaries, and fringe benefits of employees specifically instructed in Section L, 4.0, Volume II - Plans, Part E, entitled "Total Compensation Plan" shall be included within the Total Compensation Plan.

E. Government Interface and Communication

Describe your overall approach to create an efficient and effective interface to the Government in the management and communication of Statement of Work tasks and priorities. Considering the dynamic nature of ISS Program operations, include a description of how you plan to provide a balanced, coordinated, and proactive approach to management of the SOW requirements, contract schedules and deliverables. Describe how you will communicate and obtain Government concurrence to support changing priorities and workforce adjustments.

F. Customer Satisfaction

Identify the stakeholders and describe how you will measure and report overall customer satisfaction for key SOW functional areas. Describe how you plan to develop and maintain customer relationships. Describe the steps that you will take to ensure that customer interactions are positive (e.g., meeting contract requirements in a friendly, professional manner). Describe the steps that you will take, if any, to continuously improve overall customer satisfaction.

G. Export Control

Describe how you plan to comply with the export control regulations referenced in Section H, Clause H.10, Additional Export Control Requirements. Include in the discussion planned courses of action for obtaining necessary approvals for any foreign subcontractor or team member, copies of any Technical Assistance Agreements (an export license from the State Department), and an explanation that the submitted or approved Technical Assistance Agreements will, in fact, allow the foreign team member to contribute as promised.

MA2. Key Personnel

Complete an Attachment L-1 resume for each person proposed to perform the functions of Program Management and other personnel considered key to your organization in accomplishing tasks under the contract. Explain why each person proposed is considered key personnel for this contract.

Describe the minimum qualification standards (training, certifications, type and length of experience, etc.) you will use to replace key personnel, if required, during the term of the contract. Provide this information for each key position. Describe how you will ensure key personnel will maintain the minimum qualification standards.

If key personnel are currently being proposed for other contracts, or for other reasons are not planned to be 100% dedicated to this contract, describe the level of commitment proposed. Please discuss your rationale for how the work can be effectively performed with a key person or persons who are not fully committed to this contract. Include in the discussion scenarios that may lead to less than their full commitment to this contract and any alternatives you propose. If the commitment of key personnel is contingent upon the outcome of another competition, alternate key personnel should be proposed, along with an Attachment L-1 resume and a description of their level of commitment.

SA. <u>SAFETY AND HEALTH APPROACH</u>

SA1. Safety and Health Plan

Provide a Safety and Health Plan as described in DRD PIC-SA-02, 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 health of your employees (and subcontractor employees, if a subcontracting arrangement is proposed) throughout the performance of the contract.

5.0 **VOLUME II - PLANS**

A. ANNUAL PERFORMANCE FEEDBACK PLAN

The Offeror shall provide a set of objective performance measures (metrics) that describes the performance effectiveness of each of the key requirements in the contract SOW corresponding to the performance areas described in Section H, Clause H.7, Annual Performance Feedback. Each metric shall also indicate the minimum acceptable standard of excellence. These metrics will become part of the basis of the Annual Performance Feedback.

B PHASE-IN AND TRANSITION PLAN

A phase-in period is anticipated during which staffing buildup and training will occur during approximately 60 days prior to the effective date of the contract, which is anticipated to be August 3, 2009. Each Offeror shall provide the information requested in the following paragraphs relative to the proposed phase-in and transition plan.

1. Describe in detail the plan for accomplishing a smooth phase-in and transition without compromising effective and efficient operation of the current contract. Provide the management milestones, and all associated schedules that you

believe are required from start of phase-in to the full assumption of contract responsibilities.

2. Discuss in detail your specific plans for successfully completing each phase-in performance milestone described below. For each milestone, Offerors are requested to: (a) provide a detailed plan inclusive of responsible personnel, (b) provide all relevant interim and final schedule dates to be met, and (c) propose objective criteria that can be used to determine if the milestone has been achieved.

Milestone 1: Staffing

The successful Offeror has hired all personnel proposed as *key* personnel and all of these personnel are performing phase-in work at the level proposed; and at least 90% of all personnel proposed to perform all contract requirements have provided written acceptance of firm job offers.

Milestone 2: ISS Applications Competency

The successful Offeror has operational competency with the following ISS applications. (Ref. Section C, Addendum 2, Table 1 and Addendum 4, Table 2)

Reference Section C, App. 4, Table 2

- 1. SAPHIRE
- 2. CSD
- 3. EDMS
- 4. COSMOS
- 5. PRACA
- 6. IRMA
- 7. ORUDD
- 8. SANMIS

Reference Section C, App. 2, Table 1

- 9. ExCATT (or equivalent)
- 10. BASEPLATE (or equivalent)
- 11. TRAM (or equivalent)
- 12. STRAP (or equivalent)
- 13. TPS (or equivalent)
- 14. IEBT (or equivalent)
- 15. CEBT (or equivalent)
- 16. HITS (or equivalent)
- 17. MODGEN (or equivalent)

Milestone 3: Major Subcontracts

The successful Offeror has major definitized subcontracts and ready to perform contract requirements.

Milestone 4: Plans and Other Data Deliverables

The successful Offeror has completed and submitted the following plans and other Data Deliverables for NASA review and/or approval (per DRD):

- 1. PIC-CM-01, Configuration Management Plan
- 2. PIC-IT-01, Information Technology (IT) Management Plan
- 3. PIC-PM-01, PI&C Management Plan
- 4. PIC-PM-03, Certification of Flight Readiness (CoFR) Plan
- 5. PIC-PR-03, Wage/Salary and Fringe Benefit
- 6. PIC-SA-01, Mission Assurance and Risk Management Plan

Milestone 5: Financial Report

\$T

BD

The successful Offeror has implemented financial reporting system fully capable of accurately reporting in accordance with DRD PIC-PC-01 and submitting proper invoices for payment of completed work.

Milestone 6: Definitization of Contract Year 1 (FY 2010) Task Orders \$TBD

The successful Offeror has provided task order plans in accordance with DRD PIC-PR-05 and complied with clause NFS 1852.216-80, Task Order Procedures, for all task orders (Section L, Appendix 3 – Task Orders) for FY 2010.

C. TOTAL COMPENSATION PLAN (TCP)

Total compensation plans are required in accordance with FAR 52.222-46, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. Total compensation plans should identify and discuss salaries, wages and fringe benefits for professional employees and non-exempt service employees for both the prime and all major subcontractors. Any differences in fringe benefit coverage between working groups of employees should be reflected.

a. Discuss how salaries, wages and fringe benefits were established for professional employees and non-exempt service employees. Describe your

company's commitment for compliance with the Service Contract Act and all wage determinations.

- b. Provide a discussion of your plans for recruiting, hiring and retaining qualified personnel; including any special provisions that your company has regarding the hiring of incumbent employees.
- c. Provide salary/wage information for each labor classification proposed. Describe planned escalations for exempt and non-exempt employees.
- d. Discuss your company's fringe benefit policies and practices regarding health insurance coverage, the types of health insurance benefits offered, the company share of premium costs, what deductibles and co-pays are required, the effective date of coverage, and anticipated escalation of insurance costs. Describe your policy on assuming health insurance coverage for incumbent employees.
- e. Discuss your proposed retirement/savings plans, including what types of plans are offered, how much the company provides toward the plan and information on vesting of company contributions.
- f. Describe your paid time off policies including vacation, sick leave, and holidays. Describe your company payment policies regarding severance pay, overtime pay, holiday pay and any other premium pay anticipated.
- g. Describe your company policy regarding the recognition of seniority and protection of current salaries/wages and fringe benefit coverage for incumbent employees.
- h. If uncompensated overtime is proposed for exempt employees, discuss the effects of uncompensated overtime on the total compensation plan. Provide a discussion as to whether the uncompensated overtime is voluntary or involuntary. Describe the possible effects that uncompensated overtime will have on employee morale and retention.
- Describe incentives to motivate and reward performance and to encourage the
 retention of personnel. Describe your overall management approach to
 attracting and retaining high caliber personnel capable of meeting statement of
 work requirements at a high level of excellence.
- j. Provide a discussion of prior experience with this proposed total compensation plan, including such information as the length of time you (or other elements of the company) have used the plan and the turnover experienced with this compensation plan compared to the National Average.

Your total compensation plan must correspond with the data provided on Total Compensation Templates (a), (b), (c), (d), and (e).

D. <u>ASSOCIATE CONTRACTOR AGREEMENTS</u>

The Offeror shall discuss its approach for establishing and maintaining Associate Contractor Agreements with ISS Contractors, reference Section H, Clause H.9, Associate Contractor Agreement for ISS. The approach should discuss the scope of the agreements, interfaces and expected benefits of these cooperative efforts.

E. IT MANAGEMENT AND SECURITY PLANS

- 1. The Offeror shall discuss its approach for coordinating and executing all technical and administrative tasks for all activities required to manage ISS Program IT resources and interfaces with other ISS Program and institutional IT providers, reference DRD PIC-IT-01.
- 2. The Offeror shall discuss its approach for establishing and maintaining IT security requirements, reference DRD PIC-IT-03. The Offeror shall demonstrate its understanding of IT security requirements, and the application of those IT Security requirements in the ISS Program IT operational environment. The Offeror shall demonstrate their familiarity with the Certification and Accreditation (C&A) process for IT systems. The Offeror shall provide an IT System Security Plan for any Offeror-managed off-site facilities that contain NASA data and are managed as a part of the proposed contract.
- 3. The Offeror shall discuss its proposed life cycle methodology that encompasses all life cycle phases for IT systems and applications. The proposed methodology shall enable the provisioning of IT systems with the best performance and quality in a cost effective manner.

F. ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN

The Offeror shall provide its Organizational Conflict of Interest Avoidance Plan. At a minimum, the plans shall address Clauses H.2, Limitations of Future Contracting, and H.8, ISS Contract Strategy Conflict of Interest Agreement, as they apply to the specific requirements of this contract.

6.0 **VOLUME III – PAST PERFORMANCE**

A. The Offeror shall provide a narrative summary of all past experience, in the field(s) of technical endeavors that relate to this acquisition and/or qualify your

company or major subcontractors (over \$1M value per year) to perform this work. Only current past performance will be evaluated. Current or currency is defined as performance that has occurred within the past three (3) years of proposal release date. Consider both the nature and magnitude of the effort(s) as they relate specifically to this requirement. The Offeror shall specifically provide a discussion of the relevant contract technical requirements, mission integration successes, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution, obtaining and maintaining export control licenses and overall performance.

- B. The information requested below and in paragraphs C and D is required of the Offeror and major subcontractors and/or team members for the past performance evaluation, however, Offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant performance. Refer to FAR 15.305 (a)(2)(iii).
 - A list of all relevant active or ended contracts, in the last three years, by name, contract number, type, total original, and present or final contract value.
 - Customer's name, address and telephone number of both the lead contractual and technical personnel. (Please verify that the telephone numbers provided are current and correct.)
 - Date of contract, place(s) of performance and delivery dates or periods of performance.
 - Relationship of this work to the work that will be performed under this contract; i.e., how is it specifically comparable. There should be discernable links between this discussion and the Statement of Work to be performed.
 - Magnitude of work directly accomplished by the company on the relevant contract in relation to the total effort.
 - Method of acquisition: competitive or noncompetitive.
 - Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
 - Any major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

- Whether delivery was on time and, if not, why; adherence to Program schedules; incentive performance (e.g. schedule and technical) history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Details of any incidents, mishaps, accidents or industrial illnesses.
- Details on the scope of Export Control Licenses and issues involved with obtaining and maintaining required licenses, if applicable.
- C. List any Government contracts terminated (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 officer. Include contracts that were "de-scoped" by the customer because of performance or cost problems.
- D. The Offeror shall provide the Past Performance Questionnaire, Attachment L-2 to no more than four (4) of the references identified above for its own company and each of the major subcontractors and/or team members. For example, we will evaluate no more than 12 questionnaires requested from a prime Offeror teamed with two major subcontractors. The Offeror shall instruct each of its references to return the questionnaire directly to the Contracting Officer in a sealed envelope, by fax, or e-mail as identified in L.5, Service of Protest (FAR 52.233-2)(SEPT 2006). The Offeror shall include in its written proposal, a list of those to whom the questionnaire was sent including name of individual; current and verified phone number; organization; and contract number. The questionnaire shall be returned to the Contracting Officer no later than the time and date indicated in Section L.12, Proposal Submission Instructions, for submission of the Past Performance proposal. Past Performance proposals are subject to the late proposal rule. Past Performance proposal received after January 22, 2009, will be considered late. It is the Offeror's responsibility to ensure that its references delivery of the questionnaires to NASA by the required time and date.

E. Safety Past Performance Language Template:

(1) Safety and Environmental Performance – Offerors shall provide a statement of their past safety performance on contracts identified above for the prime and all subcontractors. A statement shall be made regarding any OSHA citations of the company's operations during the past three years. For those contracts cited above, records of the company's OSHA recordable injuries and illnesses shall be included. The records typically include, for each worksite, as a minimum, one copy of each year's OSHA logs for these past three years as

required by 29 CFR 1904.5(d) including the number of employees at the worksite and the calculated OSHA recordable frequency rate and the North American Industrial Classification Code utilized. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company that may provide either \$1,000,000 or more in contract value or ten or more full-time equivalent employees.

Offerors shall provide a statement of their past environmental performance. A statement shall be made regarding any environmental related citation of the company's operations in the past three years for the prime and all subcontractors. Citation sources include, but are not limited to, Federal, State, and local environmental agencies. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company that may provide either \$1,000,000 or more in contract value or ten or more full-time equivalent employees.

In addition to the above, a list of all safety and health insurance carriers that have underwritten the Offeror's workers' compensation program or equivalent for the last three years for which complete data is available plus any available data for the most recent year shall be provided for the prime and all subcontractors. The list of insurance carriers shall include a point of contact and phone number to aid proposal evaluators in verifying the Offeror's statements of its past safety and health performance. The Offeror shall authorize the listed insurance carriers to respond to questions asked by the Government. In addition, the workers' compensation experience modifier, including the State formula utilized for the computation, will be included, along with the loss ratio for the past three years (where the loss ratio is defined as the ratio of losses to premium). All figures used for computation shall be shown. Information on the liability and lawsuit history related to safety and health performance shall also be provided. Data shall be provided in the form of a letter of certification from the insurance carrier. In the event the Offeror is self insured, the same information shall be provided and certified with the signature of a responsible company official. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be included for each company that may provide either \$1,000,000 or more in contract value or ten or more full-time equivalent employees.

F. Attachments

Attached are sample forms. Electronic copies of all forms to be completed are available on the Program Integration and Control website: http://procurement.jsc.nasa.gov/isspic/default.asp

7.0 **VOLUME IV – PRICE PROPOSAL**

A. <u>INTRODUCTION</u>

To ensure that the Government is able to perform a fair assessment of the proposed price, each Offeror is required to submit a price proposal that is suitable for evaluation; however, this cost and pricing data need not be certified. A price volume that is suitable for evaluation shall:

- 1. Account for all resources necessary to complete requirements of this RFP and include all necessary supporting rationale.
- 2. Explain in detail all pricing and estimating techniques.
- 3. Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the SEB's understanding and ability to mathematically verify these estimating tools.
- 4. Comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.
- 5. Include a narrative portion that explains all judgmental elements of cost projections and team profit sharing arrangements.
- 6. Include all templates required in this RFP.

The Offeror's price proposal shall be submitted in one volume labeled "Volume IV Price Proposal."

Requirement for Concurrent Price Proposal Delivery to DCAA

A copy of the prime and all major subcontractor's (estimated annual value exceeds \$1 million) price proposals (both electronic and hardcopy) are to be delivered to each respective cognizant Defense Contract Audit Agency (DCAA) field audit office concurrent with delivery to JSC. If you do not know your cognizant DCAA field audit office, the information is readily available on the world-wide-web at www.dcaa.mil. Once the web site is accessed, click on the "Audit Office Locator" link. Enter your company's 5 digit Zip Code in the area provided and click on the adjacent "search" button. (It is important that you enter the 5 digit Zip Code for your company location where auditable books and records supporting amounts in your proposal physically reside.) Once the search is completed, the cognizant field audit office physical and e-mail addresses and voice and fax telephone numbers will be displayed.

EXCEL PRICING MODEL (EPM) FILE:

Format: In order to achieve standardization, the Excel Pricing Model includes one (1) workbook/file. The worksheets located within the workbook contain the following:

- 1. Fully Burdened Rates Year 1 Year 5
- 2. Summary Price Template
- 3. Total Compensation Template (a)
- 4. Total Compensation Template (b)
- 5. Total Compensation Template (c)
- 6. Total Compensation Template (d)
- 7. Total Compensation Template (e)
- 8. Cognizant Audit Office Template
- 9. Phase in Template

The Fully Burdened Rates worksheets and the Summary Price Template must be automated. The other templates need not be automated.

Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary; the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

Locks: The EPM shall not be locked/protected or secured by passwords.

CD Price Proposal Organization

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the price proposal. In addition to the hardcopy requirements of the preceding section, each prime and major subcontractor is required to submit their EPM and any other electronic cost data, including formulas, on CD only.

Each CD provided is to have an external label indicating:

1. The name of the Offeror,

- 2. The RFP number, and
- 3. The files/workbooks or range of files/workbooks contained on the CD.

Labeling CD case only does not fulfill this requirement. The CD itself must be labeled. The use of a permanent marker to label the CDs by hand is acceptable.

Workbook Acronyms

All electronic file/workbook names included in your proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of your company name. For example: Assume your company name is ABC Company and you have completed the Completion Form workbook; the file/workbook name would be Completion Form-ABC.xls. The Offeror shall use the Template acronyms below in naming individual worksheets/tabs within an Excel file/workbook:

Template Acronyms:

FBR – Fully Burdened Rates Development Template (Years 1-5)

SPT – Summary Price Template

TC(a) – Compensation Template (a) Salaries & Wages – Non-Exempt

TC(b) – Compensation Template (b) Salaries & Wages – Exempt

TC(c) – Compensation Template (c) Fringe Benefit Analysis Package

TC(d) – Compensation Template (d) Personnel and Fringe Benefits Policies

TC(e) – Compensation Template (e): Incumbency Assumptions

CAOT – Cognizant Audit Office Template

PIT – Phase in template

FIXED RATE IDIQ PRICE TEMPLATES INSTRUCTIONS

1. Fully Burdened Rates Development Template (FBR) (Template #1)

A separate FBR is required for each contract year of the effort from the prime and is required from each major subcontractor(s). Major subcontractors are defined as proposing \$1M per year or more. This template is provided so that each Offeror may show how they arrived at their individually proposed fully burdened rates including profit.

The first two columns address the Offeror's direct labor categories and the NASA Standard Labor Categories.

The Incumbent Retention % Column allows the Offeror to propose the percentage retention of the existing workforce per NASA Standard Labor Category (SLC). The

Offeror may propose any percentage per labor category that is based upon the proposed management and technical approach required for the statement of work. In the example, 100% is placed against an IT Professional II for illustrative purposes.

The Percentage Usage Column is provided so that the Offeror may weigh the proposed direct labor per the Offeror's labor categories. The usage percentage must total to 100% for each SLC. In addition the Direct Labor Rate Column is provided so that the Offeror may provide the average direct labor rates for each SLCs while simultaneously mapping the Offeror's job categories into the SLC's. For example, assume that for the SLC "Warehouse Specialist I," you have two Contractor specific categories that map into this category. The two categories are "XYZ 1" at \$28.75/hr and "XYZ 2" at \$25.25/hr. The Offeror (prime or sub) also assumes that its specific labor category will be utilized 75% and 25%, respectively. Then the rates that should show up as the consolidated SLC rate for this specific category is derived as follows: (\$28.75/hr * 75%) + (\$25.25/hr * 25%) = \$27.88. Note that this is simply an example and it may not capture all possibilities.

Note: Refer to FAR clause 52.222-43 with respect to escalation for non-exempt personnel.

Next, Overhead Rate Column addresses the overhead rate(s). The Overhead Cost Column is the overhead cost added to the direct labor cost to compute the fully burdened rate. This column includes some typical indirect cost categories that may be applicable to Department of Labor (DOL) Wage Determination (WD) [Health and Welfare per hour, Holiday per hour, Vacation per hour, and Other which would typically include payroll taxes and miscellaneous]; however, it may be modified to accommodate your accounting system. You may add rows or columns to facilitate this. However, do not remove any SLC's in your submitted templates.

The General and Administration (G&A) Rate Column addresses the G&A rate. The G&A Cost Column addresses those costs associated with home office expenses.

The Profit column is provided so the prime Contractor can indicate the proposed profit per hour based upon the Offeror's rationale.

The Prime FBR column basically combines the direct labor hourly rate and all the indirect costs along with the profit to arrive at the prime's fully burdened labor rate per SLC.

The Subcontractor Price Input Area addresses the subcontractor fully burdened rates. In the Composite Subcontractor FBR column, the subcontractor(s) is to provide the prime the fully burdened labor rate(s) and shall be one composite rate per SLC. The Composite Subcontractor FBR is determined by the major subcontractor by completing the FBR template and determining the FBR that shall be charged to the Prime Contractor. If more than one major subcontractor is being proposed, then the

prime Contractor is responsible for integrating all the major subcontractors FBR into a single consolidated FBR per SLC and shall be included in this column. The formulas in the Composite Subcontractor FBR column must include the weighing of each subcontractor(s) FBR to arrive at the final composite FBR when a composite FBR due to multiple subcontractors are being proposed per SLC.

Note that major subcontractor(s) must complete the information on this template except the subcontractor input area. The subcontract price input area is only applicable to the prime Contractor who must provide the integrated subcontractor FBR as part of the blended FBR of the prime and subcontractor.

The Prime Burdens Rate is what the Prime Contractor may apply as a burden to the major subcontractor Composite FBR, if applicable. The Prime Contractor then combines the Subcontractor FBR with the Prime Burdens Rate to arrive at a total rate that addresses the subcontractor.

The Percentage Usage Prime/Sub column addresses the weighting of the Prime FBR versus the Composite Subcontractor FBR. Based upon this weighting, the Composite Prime and Composite Sub FBR can be determined. For example, if the Percentage Usage Prime/Sub was 50/50, then 50% of the Prime's FBR and 50% of the Subcontractor's FBR can be used in determining the overall Composite Prime and Sub FBR.

The Composite Prime and Subcontractor FBR per Hour column address the final composite FBR that the prime calculated. This shall include the prime subcontractor and the composite major subcontractor(s) fully burdened labor rates by SLC that shall match the FBRs in Section B of the contract.

The last column to the right of this template addresses the Composite Overtime Prime and Subcontractor FBR per Hour. The Offeror must be clear on how the overtime FBR was calculated in their narrative with a discussion and also, as with the rest of the template, include the formula within the cell to demonstrate the calculation.

At the bottom of this template is an area where the Offeror may propose a Material Handling/Material Surcharge rate if applicable. This rate shall be applied to material costs that may be realized on this contract. This rate is separate from the FBR rates and shall be treated as such.

2. Summary Price Template (SPT) (Template #2)

This template is for pricing out the sample matrix hours that is provided in the hours' section of this template. The purpose of this template is to determine the effect of the proposed fixed rates for all years. This template is divided into 3 sections:

The first section addresses the sample productive hours. The Offeror must not change the hours provided by the Government. Please note that the sample productive hours must not be construed as hours to be exercised on the contract but to see the effect of the proposed rates against the sample matrix of hours.

The second section addresses the contract rates that were determined in the Fully Burdened Rates Development Template – (**FBR**). The Composite Prime and Subcontractor FBR should be inserted in this area.

The third section addresses the labor cost developed by multiplying the sample productive hours by the fully burdened contract rates. This will be the fully burdened labor cost per labor category.

TOTAL COMPENSATION TEMPLATES INSTRUCTIONS

The following compensation templates are required in order for the Government to perform an evaluation of your labor relations. These templates should reconcile with the cost templates described above, wherever applicable. The templates are located in Section L, Appendix 2.

3. Compensation Template (a): SALARIES AND WAGES NON-EXEMPT CONTRACT YEAR 1: TC(a) (Template #3)

The Offeror shall submit a completed Compensation Template (a) for non-exempt personnel for contract year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY -Offeror's" column, list all proposed labor classifications (included in the price proposal), by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The DOL Wage Determination (WD) category shall be mapped to the "LABOR CATEGORY – Offeror's." The "Incumbent Actual Labor Rate" column is only applicable to incumbent Contractors or subcontractors. Incumbent Contractors or subcontractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYE's per SLC. Depending on whether the category is DOL or Collective Bargaining Agreement (CBA) covered, include the wage rate in the appropriate column. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in contract year 1. The "Escalation Rates for Year 2-6" column shall include your annual escalation percentage. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category. An example is included on the template for illustration purposes only. Note: FAR clause 52.222-43 with respect to escalation for non-exempt personnel.

4. Compensation Template (b): SALARIES AND WAGES EXEMPT - CONTRACT YEAR 1: TC(b) (Template #4)

The Offeror shall submit a completed Compensation Template (b) for exempt personnel for contract year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY -Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The "Incumbent Actual Labor Rate" column is only applicable to incumbent Contractors. Incumbent Contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYE's per SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in contract year 1. The "Escalation Rates for Year 2-6" column shall include your annual escalation percentage. The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

5. Compensation Template (c): FRINGE BENEFITS ANALYSIS OF COMPENSATION PACKAGE - Contract Year 1: TC(c) (Template #5)

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

6. Compensation Template (d): PERSONNEL AND FRINGE BENEFITS POLICIES - Contract Year 1: TC(d) (Template #6)

This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is

required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated.

7. Compensation Template TC(e): Incumbency Assumptions-Contract Year 1:TC (e) (Template #7)

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

In the area entitled "Labor Rates," the Offeror shall pick one of the three options: 1) Proposing to pay current incumbent labor rates, 2) Proposing to not pay current incumbent labor rates or, 3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate what the current incumbents are making; however, it simply wants to understand your intentions regarding pay for these employees if retained. The Offeror will provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how your proposed salary structure will allow you to capture the proposed percentage of the qualified incumbent workforce.

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

Note: The compensation templates (a-e) are required in order for the Government to perform an evaluation of your labor relations. These templates shall reconcile with the cost templates described above, wherever applicable.

8. Cognizant Audit Office Template (CAOT) (Template #8)

This template is required for each prime Contractor, teaming partner, joint venture partner, and major subcontractor that meets the major subcontractor threshold (\$10

Million per year). This template is to be delivered with the Past Performance Volume due **January 22, 2009**, and with the Price Proposal Volume which is due **February 9, 2009**. This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and major subcontractors) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, e-mail address etc) who can be contacted by DCAA to provide cost information for the prime Contractor, (3) the person or persons (name, address, phone number, e-mail address etc) who can be contacted by DCAA to provide cost information for your company or partners (in a teaming, joint venture or partnership situation) and major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent.

9. Phase-In Template (PIT) (Template #9)

The phase-in template is required of the prime only and is designed to show the total price (include all subcontractor phase-in price). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLC's for skill mix if appropriate or include your labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of phase-in requirements. The phase-in template is to include ALL phase-in price necessary for full contract implementation.

8.0 VOLUME V OTHER REQUIRED DATA

A. Ostensible Subcontractor Approach

See Provision L.14, SBA Ostensible Subcontractor Rule Information.

9.0 RESERVED