

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE		1   2	
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt MD 20771		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
CODE HQ		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt MD 20771		CODE HQ	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. NNH12360015R		9B. DATED (SEE ITEM 11) 06/29/2012	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 6 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to: (1) extend the proposal due date to August 14, 2012, 1430 LT; (2) change the past performance minimum average annual cost/fee incurred to \$500K; and (3) provide corrected pages to the solicitation.

See Attached.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karen M. Smith	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

The following pages have been corrected and are attached:

Section of RFP	Page Number	Corrections Made
Cover Letter	Page 1	Small Disadvantaged Business percent was corrected to read 8%.
Cover Letter	Page 1	The NOTE at the bottom of page 1 was included in error and has been deleted. This is a full and open competition and the Prime is not required to perform 51% of all services.
Cover Letter	Page 2	Paragraph 3, Proposal Marking and Delivery Section has been corrected to read 3.7.
Standard Form 1449	Page 1	Block 8 changed the offer due date from 7/31/2012 1430 LT to 8/14/2012 1430 LT. Changed total page number from 72 to 77.
RFP Clauses	Page 5	Paragraph I.9 was corrected to read Attachment C, Rate Matrix.
RFP Clauses	Page 34	Offer Volume, Reference corrected to read 3.9(A).
RFP Clauses	Page 39-77	<p>Added Small Business Subcontracting Plan Goals Instructions.</p> <p>Added Quality Assurance Instructions.</p> <p>Paragraph C, Past Performance minimum average annual cost/fee incurred amount changed from \$1.0M to \$500K for both Prime and significant subcontractors</p> <p>3.10 EXHIBITS – Added Exhibit 5 – Small Business Subcontracting Plan Goals.</p> <p>Added Small Business Subcontracting Plan Goals Evaluation Factors.</p> <p>Added Quality Assurance Evaluation Factors.</p> <p>4.3 PAST PERFORMANCE EVALUATION FACTOR - changed the minimum average annual cost/fee incurred amount changed from \$1.0M to \$500K for both Prime and significant subcontractors.</p>
Attachment A - Statement of Work	Page 7	Paragraph 1, changed other than direct costs to other direct costs (ODCs).
Attachment A – Statement of Work	Pages 9-13	Pages 9-13 are being replaced to allow for some flexibility in the education requirements. Also, a typo on pages 10 and 11 has been corrected from ten (15) years to ten (10) years.
Exhibit 5	1	Incorporate Exhibit 5 to the RFP – Small Business Subcontracting Plan Goals.

National Aeronautics and  
Space Administration

**Goddard Space Flight Center**  
Greenbelt, MD 20771



June 29, 2012

Reply to Attn of: 210.H

**TO:** All Prospective Offerors

**SUBJECT:** Request for Proposal (RFP) NNH12360015R for  
NASA Headquarters Workforce Management and Development Division  
(WMDD)

The subject RFP is to develop and provide coaching and organizational development services to the Agency. These services will be performed at all NASA centers. This requirement will be conducted as a full and open competitive procurement. The NAICS code is 541611 with a \$14.0 million size standard.

Two or more Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts with fixed-price/time and materials (T&M) task orders are contemplated with a 5-year period of performance. The estimated award date is November 1, 2012.

The RFP includes, by reference, provisions 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION, which states that the Government intends to evaluate proposals and award multiple contracts without discussions with Offerors. However, the Government reserves the right to conduct discussions in accordance with Federal Acquisition Regulation (FAR) Part 15 and NASA FAR Supplement (NFS) 1815, if the Contracting Officer determines them necessary.

The Offeror, if it is a large business, shall submit a subcontracting plan. The subcontracting goals for this effort are as follows:

Small Disadvantaged Business: 8%  
Woman Owned Small Business: 15%  
Historically Black Colleges and Universities: 0.5%  
Veteran Owned Small Business: 2.0%  
Service Disabled Veteran Owned Small Business: 2.0%  
HUBZone Small Business Concerns: 0.5%  
Other Small Business: 7%  
Total Small Business: 35%

The RFP does not commit NASA to pay any proposal preparation costs, nor does it obligate NASA to procure or contract for these services. This request shall not be construed as authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

Your proposal must be signed by an official authorized to bind the company and it is suggested that the Offeror indicate a proposal validity period of at least 180 days from the date of initial submission.

Your proposal is due by the date and time specified in block 8 of the SF 1449. Please refer to Section 3.7- Proposal Marking and Delivery.

All information related to this procurement will be made available on the World Wide Web at <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=04>.

If any inconsistency between this letter and the RFP occurs, the RFP takes precedence. All questions on the RFP must be submitted in writing by mail or electronically to [Sandra.R.Grello@nasa.gov](mailto:Sandra.R.Grello@nasa.gov) or delivered to the following address:

NASA/Goddard Space Flight Center  
Sandra R. Grello, Code 210.H  
Bldg. 17, Room S120  
Greenbelt, MD 20771

**As of this date, the procurement is in an official "Black-out." The individual listed above is the sole point of contact concerning this solicitation.** For identification purposes, all communications regarding this solicitation should include the above-referenced solicitation number.

Thank you for your interest and NASA looks forward to receiving your proposal in response to this RFP.

  
Amanda J. Heslep  
Contracting Officer

Enclosures:

Solicitation NNH12360051R with Attachments:

- A. Statement of Work
- B. PIV Card Issuance
- C. IDIQ Rates Matrix

Exhibits:

- 1. Past Performance Questionnaire
- 2. RTO #1
- 3. RTO #2
- 4. RTO Pricing & Summary

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF <b>77</b>
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>NNH12360015R</b>	6. SOLICITATION ISSUE DATE <b>06/29/2012</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Sandra Grello</b>	b. TELEPHONE NUMBER (No collect calls) <b>301-286-5029</b>	8. OFFER DUE DATE/ LOCAL TIME <b>08/14/2012 1430 LT</b>	
9. ISSUED BY <b>NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt, MD 20771</b>		CODE <b>HQ</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)      SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO		CODE	16. ADMINISTERED BY <b>NASA/Goddard Space Flight Center Headquarters Procurement Office, Greenbelt, MD 20771</b>		
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	The contractor shall provide services in accordance with Attachment A, Statement of Work.				
					24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED

**1.8 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES  
(FIXED PRICE) (GSFC 52.216-92) (APR 2008)**

(a) The minimum amount of supplies or services that shall be ordered during the life of this contract is \$1,000. The maximum amount of supplies or services that may be ordered during the life of the contract is \$26,000,000.

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount.

(End of clause)

**1.9 SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE)  
(GSFC 52.216-93) (JUL 2006)**

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor categories and loaded labor rates, which may be less than but shall not exceed the rates found in Attachment C, Rate Matrix to calculate the proposed price for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(b) The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(End of clause)

**1.10 TASK ORDERING PROCEDURE**

One or more Task Orders may be issued during the ordering period of this contract. The CO's decision to issue a Task Order to a particular contract holder shall be based on the criteria stated below. In accordance with FAR 16.505(b), the CO will give each contract holder a "fair opportunity to be considered" for each order in excess of \$2,500 unless one of the conditions of FAR 16.505(b)(2) applies or the contract holder has been disbarred or suspended from Government contracting.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>3.9(A)</b>	<b>None</b>
<b>Technical Merit Volume</b>	<b>II</b>	<b>3.10(B)</b>	<b>20 Pages</b>
(a) Cover Page, SOW Compliance, and Quality Control Plan			<b>Excluded</b>
(b) Representative Task Orders			<b>5 Pages/each RTO</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>3.10(C) &amp; Exhibit 1</b>	<b>None</b>
(a) Information from the Offeror			<b>None*</b>
(b) Cover Page, Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms			<b>Excluded</b>
<b>Price Volume</b>	<b>III</b>	<b>3.10(D) &amp; Exhibits 4&amp;5</b>	<b>None</b>
(a) Fully Loaded Direct Labor Rates (Attachment C)			<b>None</b>
(b) Price Exhibits			<b>None</b>

\*Prime and each individual significant subcontractor

(2) 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 Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. 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.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b) (1) above). In addition, the Cost volume of your proposal is not page limited. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

- The offerors shall demonstrate their ability to satisfy the requirements outlined in Section 11.0 of the Statement of Work. The offerors shall demonstrate (1) ability to provide professionals within 2 hours of each NASA Center or NASA installation; (2) ability to provide all labor categories based on education, qualifications, and experience; and (3) provide representative resumes for each labor category, which includes level of education, number of years of experience, type of experience, and labor rate as defined in the Statement of Work.
- All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All offerors are required to complete the instructions regarding the Commitment to Small Businesses.

**(a) Small Business Subcontracting**

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

(1) This solicitation contains FAR clause 52.219-9--Alternate II, “Small Business Subcontracting Plan”. 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, expressed as a percent of the IDIQ MAXIMUM ORDERING VALUE is as follows:

• Small Businesses (SB)	7%
Small Disadvantaged Business Concerns (SDB)	8%
Women Owned Small Business Concerns (WOSB)	15%
Historically Black Colleges and Universities (HBCU)	0.5%
HUBZone Small Business Concerns (HBZ)	0.5%
Veteran Owned Small Business Concerns (VOSB)	2.0%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	2.0%

(3) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, an offeror may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(4) 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.

(5) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J-X in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(6) 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 the IDIQ maximum ordering value. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. 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.

(7) 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 5, 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 the IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall 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 THE IDIQ MAXIMUM ORDERING VALUE, REFER TO THE BELOW EXAMPLE)

Example of Subcontracting Goals as expressed in both the IDIQ MAXIMUM ORDERING VALUE and Subcontract Value for a IDIQ MAXIMUM ORDERING VALUE of \$100M and estimated subcontracts of \$50M.

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>Category</b>	<b>Percent of IDIQ MAXIMUM ORDERING VALUE</b>	<b>Dollar Value</b>	<b>Percent of Subcontracting Value</b>
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 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

The Offeror proposes small business subcontracting goals as a percentage of the IDIQ MAXIMUM ORDERING VALUE in column A.

Then based on the \$100 million IDIQ MAXIMUM ORDERING 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-Alternate II, 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-- Alternate II would be recorded in column C.

(b) Commitment to the Small Business Program

(1) All Offerors must briefly describe work that will be performed by small businesses. Information could also include the identification of any work to be subcontracted considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a small disadvantaged business (SDB), a women-owned small business (WOSB), a HUBZone small business, a veteran-owned or service-disabled veteran-owned small business, an historically black college and university (HBCUs), and minority institution of higher education (MIs) in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime's planned participation in the NASA Mentor Protégé Program.

- **Quality Assurance Plan**

The offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the offeror shall identify in the plan the procedure for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The QAP will be incorporated into the contract as an Attachment.

**C. Past Performance**

An offerors past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar to the requirements of this acquisition.

The offerors shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offerors past performance as related to the requirements of the proposed contract.

(a) **INFORMATION FROM THE OFFEROR**

Prime offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$500K that your company has had within the last 3 years of the RFP release date. Indicate which contracts are most related and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$500K. For IDIQ contracts that use RTOs, see instructions below for estimating value. The offerors shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual

cost/fee of \$16M, the offerors shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$4M 25% of \$16M) for that significant subcontractor.

If the prime offerors or significant subcontractors are submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offerors shall provide an estimated value and percentage of work to be performed on this contract by the prime offerors and each significant subcontractor. Offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all areas of the statement of work (offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions in the Statement of Work to be performed by the prime offerors and each proposed significant subcontractor. Indicate which contracts are most related and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an offerors (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the offerors. The offerors shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offerors shall provide the following information on all past/current contract references that meet the above criteria for the prime offerors and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offerors performance record. *(Please verify the telephone numbers provided are current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.

- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offerors over the duration of the contract was \$43,500,000.

In this example, the offerors would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- 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 the offerors financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.

- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offerors and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 1 to each of the above references to establish a record of past performance. The offerors shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the offerors and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The offerors are responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 8 of the SF 1449:

NASA Goddard Space Flight Center  
Attn: Sandra Grello, Code 210.H  
RFP NNH12360015R  
Bldg. 17, Rm. S112  
Greenbelt, MD 20771  
Telephone: 301-286-5029  
FAX: 301-286-0356 or 0357

The offerors shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offerors.

(c) *SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)*

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

*D. Price Proposal*

*The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices.*

*1. General Instructions*

The offerors shall submit its most competitive offer. The labor rates used in the offerors price proposal shall be in accordance with the rates identified in Attachment C-IDIQ Labor Rate Matrix. Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Final monetary extensions in the price proposal may be expressed as the closest whole dollar amount, with cents omitted.

**Labor Categories:** The offerors shall complete the Loaded Labor Rate Matrix (**Attachment C of the Contract**). These labor rates shall be used to calculate and negotiate the price of performing all work under the resulting contract, along with any other direct costs specific to the work. The completed matrix will be included in any resulting contract and the offerors shall be required to use the rates in this matrix for pricing any task orders issued. The Loaded Labor Rate Matrix must reflect all labor categories that may be required in the performance of the Contract (based on SOW and the RTOs), and should range from entry level to the most senior level.

**RTO Price Proposal:** The offerors shall provide a detailed cost Breakdown for each deliverable, requirement, or major task item; the staffing plan to include labor categories and projected hours required to accomplish each RTO. The plan shall include a brief explanation of why the staffing and skill mix are sufficient and appropriate. For ODC's the offeror shall use the proposed rates identified in Attachment C for pricing the RTOs.

**E. Deviations/Exceptions**

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Parts I and II of this solicitation, to the Representations and Certifications (Part 5) or to the information requested in Part 3. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical."

Include any new terms, conditions or clauses proposed by the offerors which are of benefit to the Government. Discuss the benefit to the Government in the appropriate proposal section.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.205-70), may preclude award to offerors if award is made without discussions, or may otherwise affect an offerors competitive standing.

(End of provision)

**3.10 EXHIBITS**

<b>Exhibit Number</b>	<b>Exhibit Description</b>	<b>Number of Pages</b>
1	Past Performance Questionnaire	5
2	Representative Task Order 1	2
3	Representative Task Order 2	1
4	RTO Pricing Summary	1
5	Small Business Subcontracting Plan Goals	1

(End of text)

## PART 4

### 4.1 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government will award multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts with fixed-price/Time and Materials (T&M) task orders resulting from this request to the responsible offerors whose quotation conforming to this request will be most advantageous to the Government, price and other factors considered.

The following evaluation factors shall be used to evaluate offers: Technical Merit, Past Performance and Price.

The Price factor is significantly less important than the combined importance of the Technical Merit and Past Performance factors. As Individual factors, the Technical Merit is the most important, and the Price factor is more important than the Past Performance factor. Offerors are advised that a proposal meeting the objectives and requirements with the lowest price may not be selected if award to a higher priced offerors are determined to be most advantageous to the Government. Award will be based on best-value to the Government. Also, offeror information provided for one factor may be used to assess other factors if the Government deems appropriate.

(b) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offerors within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**ADDENDUM TO 52.212-2, EVALUATION–  
COMMERCIAL ITEMS (JAN 1999)**

**4.2 TECHNICAL MERIT VOLUME**

*The offerors technical proposal will be evaluated as follows:*

- The Government will evaluate the offerors demonstration of their capability and knowledge in regard to the technical requirements described in the Statement of Work (SOW) Sections 1.0, 2.0 and 8.0 (including subsections). The Government will evaluate the thoroughness, adequacy, and effectiveness of the methods, techniques, procedures, and technologies that are proposed to satisfy the requirements of these SOW sections in a timely and cost effective manner.
- The Government will evaluate the thoroughness and effectiveness of the offerors proposed technical approach to be used in accomplishing the task. The Government will evaluate the specific, detailed, and complete methodologies proposed to determine the offerors' ability in demonstrating a clear and full understanding of the objectives to the requirements of each task. The Government shall evaluate the detailed schedule proposed for thoroughness and reasonableness.
- The Government will evaluate the offerors ability to satisfy the requirements outlined in Section 11.0 of the Statement of Work. The Government will evaluate: (1) The offerors demonstration of the ability to provide professionals within a 2 hour response time of each NASA Center or NASA installation; and (2) The offerors ability to provide personnel who met the minimum qualifications listed of our position descriptions including education, qualifications, and experience.
- The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9--Alternate II, "Small Business Subcontracting Plan," applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.
  - (a) Small Business Subcontracting
    - (1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work being retained for performance by the prime contractor in-house when

determining whether a subcontracting plan is acceptable. The IDIQ MAXIMUM ORDERING VALUE.

(2) For purposes of small business that are not required to submit subcontracting plans, NASA will evaluate the amount of work proposed to be done by a small business either at the prime level or at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

**(b) Commitment to Small Businesses**

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as "high technology". NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if there subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the Offeror's participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé's ability to perform successfully under contracts and/or subcontracts.

- **Quality Assurance Plan**

The offeror's Quality Assurance Plan will be evaluated for completeness and effectiveness. The offeror's methodology for continuous improvement, process performance measurements, and any other corporate process initiatives will be evaluated to determine if the offeror is continually evaluating its own performance to ensure quality services are provided.

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

**Weakness** – a flaw in the proposal that increases the risk of unsuccessful contract performance

**Significant Weakness** – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

**Deficiency** – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

**Strength** – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

**Significant Strength** – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

The offerors overall technical proposal will be evaluated using adjectival ratings to determine how well the offerors understand the technical requirements as expressed in the offerors approach to performing the specific requirements listed in the Statement of Work (SOW). One of the following adjectival ratings will be assigned:

<u>ADJECTIVAL RATING</u>	<u>DEFINITIONS</u>
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offerors response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

#### **4.3 PAST PERFORMANCE EVALUATION FACTOR**

An offerors past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “offerors” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offerors. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offerors. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$500K.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$500K.

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall

relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the offeror will receive a "Neutral" rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offerors explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offerors.

The overall confidence rating assigned to an offerors Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

#### Very High Level of Confidence

The offerors relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the offerors performance record, there is a very high level of confidence that the offerors will successfully perform the required effort.

#### High Level of Confidence

The offerors relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the offerors performance record, there is a high level of confidence that the offerors will successfully perform the required effort.

#### Moderate Level of Confidence

The offerors relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the offerors performance record, there is a moderate level of confidence that the offerors will successfully perform the required effort.

#### Low Level of Confidence

The offerors relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offerors performance record, there is a low level of confidence that the offerors will successfully perform the required effort. Changes to the offerors existing processes may be necessary in order to achieve contract requirements.

#### Very Low Level of Confidence

The offerors relevant past performance does not meet minimum acceptable

standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offerors performance record, there is a very low level of confidence that the offerors will successfully perform the required effort.

#### Neutral

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

#### **4.4 PRICE EVALUATION FACTOR**

This is an IDIQ acquisition with fixed-price/T&M task orders.

The proposed price of each of the RTOs, as submitted on **Exhibit 4**, will be assessed to determine reasonableness. The Government will evaluate the detailed cost breakdown for each deliverable, requirement, or major task item, the staffing plan, and projected hours required to accomplish each RTO, for reasonableness and understanding. Likewise, the Government will evaluate the explanation of why the staffing and skill mix are sufficient and appropriate to satisfy the requirements. Individual labor categories will also be assessed to determine reasonableness.

In the Contracting Officer's discretion, price reasonableness may be presumed without further review based on adequate price competition for the requirement that is the subject of this solicitation. Where adequate price competition is deemed not to exist based on proposals received or on other factors, the Government, at its election, may determine the reasonableness of any offeror's proposed pricing with reference to the factors identified at FAR 15.404-1(b)(2)(ii)-(vii). The Government reserves the right to reject, without further consideration and without notice to the offerors, any offer, where the proposed pricing is determined to be unreasonable.

The proposed price for each individual RTO, the rates in Attachment C- Rates Matrix, and any identified risks will be presented to the Source Selection Authority.

(End of text)

**PART 5****5.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERICAL ITEMS (52.212-3) ALTERNATE I (APR 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate

in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).*  
[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]  
The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to

this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

**Line Item No.    Country of Origin**

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are

defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

**Line Item No. Country of Origin**

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

**Line Item No. Country of Origin**

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(4) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

**Line Item No. Country of Origin**

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[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No. Country of Origin**

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Â§6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Â§6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Â§6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. Â§362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

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(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offerors relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that-

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of provision)

**ADDENDUM TO 52.212-3, OFFEROR REPRESENTATIONS AND  
CERTIFICATIONS-COMMERICAL ITEMS (APR 2012)**

**5.2 INFORMATION REGARDING RESPONSIBILITY MATTERS  
(52.209-7) (JAN 2011)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

**5.3 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (1852.209-73) (DEVIATION FEB 2012)**

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offerors represent, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

**5.4 CLASS DEVIATION – CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (1852.209-74) (DEVIATION FEB 2012)**

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offerors proposal shall include a signed written certification as follows -

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution \_\_\_\_\_

(End of provision)

**5.5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (1852.209-75) (DEVIATION FEB 2012)**

- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

- (1) It is  is not  a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is  is not  a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Submission of timely invoices with a detailed breakdown of all costs associated with a task order is required. Breakdown includes, but is not limited to: billable hours, travel, assessments/materials, speaker costs, other direct costs (ODCs).

Responsive administrative support is critical to this contract. Contractors shall have an individual assigned as a point-of-contact for NASA for any and all tasks associated with this contract. The point of contact will be dedicated to assist with the program management of both the Agency-wide Coaching Program and the Agency-wide OD effort. The Specialist will serve as an interface between the contractor and various audiences including, but not limited to, Agency Program Manager, Center points of contact (e.g., Coaching Program Managers, OD Leads, Center Training Coordinators), potential and active clients, and contractors affiliated with either task or activity.

### **10.0 Reports**

The contractor is required to provide annual reports to NASA no later than October 31<sup>st</sup> of each year. One (1) electronic report should be sent to the Office of Human Capital Management, contract COTR. Reports should include and are not limited to:

- number of coaching engagements
- number of OD engagements
- Hours per engagement and/or activity
- Engagements and activities delineated by:
  - Center
  - Level/Type of employee
  - Strategy area based on NASA Coaching Program Strategy
- Time to complete engagements and activities
- Activity levels based on coach and/or OD professional
- Year by year trends in each of these areas

Additions/deletions to this list may be identified at the task order level.

This section describes the duties and minimum mandatory education and experience requirements for key position categories. Additional labor categories shall be proposed by the contractor and are expected to be in alignment with the proposed services.

**1. Senior OD Professional**

**A. Specific Duties**

Senior Professional(s) shall be responsible for designing, developing, implementing, managing, and evaluating a wide range of Organization Development, Succession Management, and Change Management activities at NASA intended to address individual and organizational change to improve mission performance. The incumbent consults with Agency management and employees at all levels to ascertain and meet Human Capital requirements. This work shall be accomplished in collaboration with the Agency's Workforce Management and Development staff, internal NASA professionals, and/or other contractors. Ability to collaborate with a variety of colleagues and to deliver OD services in a variety of settings in critical.

**B. Minimum Education**

PhD or EdD with a concentration in social, industrial, or organizational psychology, human resource development, or other area of education related to human and organizational learning.

As an alternate, MA or MS with a concentration in the social sciences along with ten (10) years of experience is acceptable. If a degree is not directly related to the fields stated, alternate education (such as serving as faculty in OD/HRD related programs) can be proposed; however, professional education in the field must be demonstrated.

**C. Minimum Experience**

Seven (7) years of experience in the design and implementation of OD activities, as well as use of experiential designs and instrumented feedback.

**2. OD Professional**

**A. Specific Duties**

Professionals shall provide OD consulting services addressing complex human resource problems (e.g. team building, strategic planning, conflict management, and change

management) for senior-level managers and below. The Professional shall develop intervention strategies that are appropriate to the client's needs and are supported by ethical standards. Professionals shall use professional consulting skills, analysis and creative problem-solving skills.

**B. Minimum Education**

MA or MS with a concentration in social, industrial, or organizational psychology, human resource development, or other area of education related to human and organizational learning. If a degree is not directly related to the fields stated, alternate education (such as serving as faculty in OD/HRD related programs) can be proposed; however, professional education in the field must be demonstrated.

**C. Minimum Experience**

Five (5) years of experience in the design and implementation of OD activities.

**3. Executive Coach**

**A. Specific Duties**

Executive coaches shall provide one-on-one and/or team coaching services designed to enable personal transformation, support successful career role transition, facilitate the development of Senior Executive Service (SES), Senior Technical (ST), and Senior Leader (SL) for the organization, and/or address a specific problem area or challenge. Coaches will be expected to work within the scope of the Agency's coaching strategy.

**B. Minimum Education**

MA or MS in the social sciences or other area of education related to human behavior and adult learning and development.

As an alternate, BA or BS with a concentration in the social sciences along with ten (10) years of experience is acceptable. If a degree is not directly related to the fields stated, alternate education (such as serving as faculty in OD/HRD related programs) can be proposed; however, professional education in the field must be demonstrated.

Certification from the International Coaching Federation (ICF) preferred.

**C. Minimum Experience**

Ten (10) years of extensive coaching experience in the specific skill area being addressed through the coaching and experience coaching leaders at the same professional level as the individual being coached. Coaches should also be familiar with the Federal Government business environment and the unique challenges of public sector leadership.

**4. Executive Coach (C Suite)**

**D. Specific Duties**

Executive coaches working at the C Suite level shall provide one-on-one and/or team coaching services designed to enable organizational and personal transformation; support successful transitions, facilitate strategic level coaching initiatives for the organization, and/or address a specific problem areas and challenges among the most senior SES, ST, and SL leaders within the Agency such as, but not limited to, the Administrator of NASA, Deputy Administrator of NASA, Center Directors, etc. Coaches will be expected to work within the scope of the Agency's coaching strategy.

**E. Minimum Education**

MA or MS in the social sciences or other area of education related to human behavior and adult learning and development.

As an alternate, BA or BS with a concentration in the social sciences along with ten (10) years of experience is acceptable. If a degree is not directly related to the fields stated, alternate education (such as serving as faculty in OD/HRD related programs) can be proposed; however, professional education in the field must be demonstrated.

Certification from the International Coaching Federation (ICF) preferred.

**F. Minimum Experience**

Fifteen (15) years of extensive coaching experience in working within complex organizations and at the very top levels of the organization is required. Additionally, the specific area being addressed through the coaching and experience coaching leaders at the same professional level as the individual being coached. Coaches should also be familiar with the Federal Government business environment and the unique challenges of public sector leadership.

**5. Non-Executive/Leadership Coach**

**G. Specific Duties**

Non –Executive/Leadership coaches shall provide one-on-one and/or team coaching services designed to enable personal transformation, support successful career role transition, facilitate the development of future leaders for the organization, and/or address a specific problem area or challenge at the GS 9 – GS 15 levels. Coaches will be expected to work within the scope of the Agency’s coaching strategy.

**H. Minimum Education**

MA or MS in the social sciences or other area of education related to human behavior and adult learning and development.

As an alternate, BA or BS with a concentration in the social sciences along with ten (10) years of experience is acceptable. If a degree is not directly related to the fields stated, alternate education (such as serving as faculty in OD/HRD related programs) can be proposed; however, professional education in the field must be demonstrated.

Certification from the International Coaching Federation (ICF) preferred.

**I. Minimum Experience**

Five (5) years of extensive coaching experience in the specific skill area being addressed through the coaching and experience coaching leaders at the same professional level as the individual being coached. Coaches should also be familiar with the Federal Government business environment and the unique challenges of public sector leadership.

**6. Mediator**

**A. Specific Duties**

A certified mediator shall provide services designed to resolve conflicts among individual employees, teams, or organizations across the Agency.

**B. Minimum Education**

MA or MS in the social sciences or other area of education related to human behavior and adult learning and development.

As an alternate, BA or BS with a concentration in the social sciences along with ten (10) years of experience is acceptable. If a degree is not directly related to the fields stated, alternate education (such as serving as faculty in OD/HRD related programs) can be proposed; however, professional education in the field must be demonstrated.

Certification from a Nationally Accredited School for Advanced Conflict Resolution.

**C. Minimum Experience**

Five (5) years of extensive mediation experience. Mediators should also be familiar with the Federal Government business environment and the unique challenges of public sector leadership.

Proposing Entity:

RFP# NNH12360015R

**EXHIBIT 5  
SMALL BUSINESS SUBCONTRACTING PLAN GOALS**

BUSINESS CATEGORY	PROPOSED GOALS BASED ON IDIQ MAXIMUM ORDERING VALUE of \$26M		PROPOSED GOALS BASED ON TOTAL PLANNED SUBCONTRACTS of \$TBP	
	Dollar Amount*	Percentage	Dollar Amount*	Percentage
Small Disadvantaged Business Concerns				
Women-Owned Small Business Concerns				
Historically Black Colleges and Universities/Other Minority Institutions				
HUBZone Small Business Concerns				
Veteran-Owned Small Business Concerns				
Service-Disabled Veteran-Owned Small Business Concerns				
Other Small Business Concerns				
<b>TOTAL SMALL BUSINESS SUBCONTRACTING</b>				
Large Business Concerns				
<b>TOTAL SUBCONTRACTING (SMALL &amp; LARGE BUSINESS CONCERNS)</b>				

\* Dollar Amount should be the same