# SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NUMBER | DATE | TITLE |
|---|---|---|
| 52.211-7 | NOV 1999 | ALTERNATIVES TO GOVERNMENT - UNIQUE STANDARDS |

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

| CLAUSE NUMBER | DATE | TITLE |
|---|---|---|

None included by reference.

(End of provision)

## L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(1) An offeror may obtain a DUNS number-
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at *http://www.dnb.com* ; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
(2) The offeror should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

## L.3 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## L.4 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004) (ALTERNATE I) (OCT 1997)

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

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

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

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

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

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

(b) *Amendments to solicitations* . If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
(c) *Submission, modification, revision, and withdrawal of proposals* .
(1) Unless other methods (*e.g.* , electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
(2) The first page of the proposal must show-
(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
(3) *Submission, modification, revision, and withdrawal of proposals*.
(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.
(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
(3) It is the only proposal received.
(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
(d) *Offer expiration date* . Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
(e) *Restriction on disclosure and use of data* . Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award* .
(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
(2) The Government may reject any or all proposals if such action is in the Government's interest.
(3) The Government may waive informalities and minor irregularities in proposals received.
(f)(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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

(End of provision)

## L.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALT IV) (OCT 1997)

(a) Submission of cost or pricing data is not required.
(b) Provide information described in L.16, paragraph 5 entitled, “Price Proposal”.

(End of provision)

## L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

## L.7 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (FAR 52.232-38)(MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

## L.8 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA JSC
Attn: BG/Contracting Officer
2101 NASA Parkway
Houston, TX 77058 -3698

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

(End of provision)

## L.9 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

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

its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

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

(a) A pre-proposal/pre-bid conference will be held as indicated below:

Date: February 27, 2007
Time: 9 a.m., CST
Location: Johnson Space Center

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

(End of provision)

## L.11 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal
(see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
(1) The work will be conducted completely or partly on premises owned or controlled by the
government.
(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

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

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

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

## L.12 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

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

(End of provision)

## L.13 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)

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

| ***Proposal Section Volume*** | ***Proposal Section*** | ***Page Limit*** |
|---|---|---|
| *I* | *Past Performance* | *N/A* |
| *II* | *Management* | *40* |
| *III* | *Technical* | *60* |
| *IV* | *Price* | *N/A* |
| ***Total Volume II and III*** | | ***100*** |

Note: The page limitations are guidelines only. Offerors are free to vary the page counts between the two sections as long as the total page count does not exceed 100.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point non-compressed Arial font. Arial (non-compressed) type no smaller than 9 point may be used in tables, charts, and

graphics. Foldouts will count as the equivalent number of 8 1/2" x 11” pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) The following are excluded from page counts specified in paragraph (a) of this provision, however, the excluded items are to be strictly limited to the content specified. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section’s page limitation:

- Title pages and tables of contents.
- Cost and Price sections
- All submitted plans
- Past Performance Data
- Key Personnel resume’s
- DRD’s

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

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

(End of provision)

## L14 INSTRUCTIONS FOR PREPARATION OF TECHNICAL PROPOSAL (JSC 52.215-93) (DEC 1999)

Offerors shall submit information in their proposals in response to the items set forth below. In addition to responding to these items, offerors should include in their proposals any additional information that demonstrates their understanding of the work and their ability to perform it.

(a) Provide information which demonstrates your understanding of the work to be performed. Your discussion should include identification and proposed resolution of any potential problems likely to be encountered during contract performance. It should also reflect an understanding of the technologies involved in performing the work by indicating, for example, the application of new techniques, methods, or materials or innovative approaches to optimize product performance.

(b) Discuss how you plan to accomplish the work from a technical and schedule standpoint. Your discussion should include a master schedule of events, supported as appropriate by lower level schedule milestones. Provide a work breakdown structure showing the content of the elements of the work to be performed and the resources needed to accomplish each element. Resources should be identified in sufficient detail to permit an assessment of the adequacy of the types and amounts of manpower skills proposed, the amounts and kinds of materials, computer time, special tooling or test equipment, and other items as applicable to the proposed method of implementation. A

format for the submittal of the offeror's proposed resources requirement is included in provision 52.215-98 (Instructions for Preparation of Price Proposal).

(c) Provide information showing that your proposed approach is likely to result in products which will satisfy the requirements of the statement of work. Such information should include, by way of example and as appropriate, designs, drawings, sketches, charts, graphs, and other pictorial or graphic information; and trade studies, analyses, test results, or other supporting data.

(d) Provide descriptions and location of the research, test, and production equipment and facilities that will be available for use in performing the work. If any proposed facilities or equipment are not in place at time of proposal submission, discuss the schedule for and method of acquisition.

(e) If a key personnel factor or criterion is included in Section M, provide complete resumes for all key personnel proposed. This information must cover, as a minimum, the experience, education and training, capability, and commitment of the individuals proposed. In addition, names of customer references must be provided so that the performance of these individuals can be verified.

(End of provision)

## L.15 PROPOSAL MARKING AND DELIVERY (JSC 52.215-109)(JUL 2006)

### (a) Methods of Proposal Delivery

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

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

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

Proposals are due no later than 3:00 p.m. central time, May 01, 2007.

### (b) External Marking of Proposal Package(s)

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

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

**(c) Delivery Address**

Proposals must be delivered to the address/location specified on the cover page of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to: NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Central Receiving, Bldg 421

(End of provision)

## L.16 COMBINATION OF THE TWO ENDS OF THE NEGOTIATED SOURCE SELECTION CONTINUUM PROPOSAL INSTRUCTIONS (JSC 52.215-112)(APR 2005)

This procurement shall be conducted utilizing a combination of technically acceptable baseline requirements and tradeoff of predefined qualitative value characteristics; past performance; and cost/price. The Government seeks to select an offeror whose proposal represents the best value after evaluation. The Government's requirements are stated as baseline requirements (minimum government needs). Predefined qualitative characteristics beyond the baseline will serve as the discriminators among offers. All offers will be evaluated against the specifications/statement of work included in Section C of the RFP and the qualitative characteristics.

An initial review will be conducted to determine acceptability of the proposals. All unacceptable proposals will be eliminated from further evaluation. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all offerors in the competitive range, afford each offeror an opportunity to revise its offer, and then make selection.

Technical acceptability, past performance, and predefined qualitative value characteristics are discussed in detail below.

1. **Technical Acceptability**

The proposal must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The Government's baseline requirement is made up of both the

specification/statement of work and Sample Task Order, included in this solicitation, as well as the following areas:

Paragraphs A through G are proposal instructions. The Offeror shall describe or provide information that demonstrates Technical Capabilities. At a minimum, provide the following information that demonstrates Technical Capabilities:

A. **Technical Requirements**

- When addressing the SOW and Sample Task Orders (Attachment L-3), offerors shall submit information in their proposals in response to the items set forth below. In addition to responding to these items, offerors should include in their proposals any additional information that demonstrates their understanding of the work and their ability to perform it. Your discussion should include identification and proposed resolution of any potential problems likely to be encountered during contract performance.

- Provide information demonstrating your understanding of the following categories of services: 1) Regularly Scheduled Basic Services, 2) Basic Services requiring an Annual Plan, 3) Emergency Custodial Services, 4) Special Events, 5) Indefinite Delivery/Indefinite Quantity.

- Discuss how you plan to accomplish the work in the sample Task Orders from a technical and schedule standpoint. Provide a work breakdown structure showing the content of the elements of the work to be performed and the resources needed to accomplish each element. Identify resources in sufficient detail to permit an assessment of the adequacy of the types and amounts of manpower skills proposed, the amounts and kinds of materials, computer time, and other items as applicable to the proposed method of implementation. The sample Task Orders are for proposal purposes only, but may be issued as a real Task Order.

- Provide information showing your proposed approach is likely to result in products satisfying the requirements of the statement of work. Such information should include, by way of example and as appropriate, charts, graphs, and other pictorial or graphic information, and other supporting data.

B. **Custodial Services Management Plan (reference DRD 011)**

Per DRD 011, the custodial services management plan shall describe the Contractor organizational structure, Contract and subcontract management approach, and management systems that will be used to ensure technical, schedule, and cost performance. The plan shall be comprehensive in nature and integrate all management systems of the

prime, any subcontractors, any significant vendors, any teaming or partnering arrangements, and Associate Contractor Agreements (ACA).

C. **Key Personnel and Staffing**

- Describe how the proposed Program Manager's qualifications satisfy the requirements of the Standard Labor Category Job Guidelines for the Program Manager position.

- Provide complete resume for the Program Manager (Attachment L-1). The resume must cover, at a minimum, the experience, education and training, capabilities and commitment of the individual proposed.

- Level of commitment for proposed key contract personnel. Offerors shall indicate whether key personnel are planned to be 100% dedicated to this contract. For any key personnel with less than 100% commitment, the level of commitment shall be described along with the rationale for how the work can be effectively performed with key personnel who are not fully committed to this contract. If the commitment of key personnel is contingent upon the outcome of another competition, alternate key personnel shall be proposed, along with the resume and a description of their level of commitment.

- Proposed approach to transition the work from the incumbent contractor.

- Proposed plans for maintaining and retaining a qualified workforce throughout the course of the contract.

- Capability and proposed plans for maintaining staffing flexibility to accommodate changes in requirements and fluctuation in workloads.

D. **Subcontracting Approach (if proposing a subcontracting arrangement)**

- The unique benefits and rationale for subcontractors or teaming partners including the nature and extent of the work they shall perform.

- The offeror's plans for managing the subcontractor's or teaming partner's contribution to the contract. The plan shall identify the incentives for obtaining exceptional performance from the subcontractor or teaming partner. The plan shall also identify the means for penalizing poor performance from the subcontractor or teaming partner.

- A contract organizational structure that differentiates the roles and responsibilities of the offeror from those of a subcontractor or teaming partner.

- Identification of organizational features between the offeror and subcontractor or teaming partner that contribute to effective communications, enhances flexibility, and promote efficiency for performance of the contract requirements.

E. **Custodial Phase-In Plan (reference DRD 019)**

The Offeror's Custodial Phase-In Plan for the 30-day period prior to contract start shall discuss its approach for transitioning all contract activities and implementing proposed processes and strategies for effecting a smooth transition of the applicable portions of the COSS contract. The plan should contain, at a minimum, the following information with rationale:

- A plan for affecting a smooth phase-in consistent with maintaining efficient operations at JSC. Provide a schedule for all phase-in steps, and how the schedule will be met.

- Plans for training your personnel.

- Relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each.

F. **SBA Ostensible Subcontractor Rule Evaluation (if proposing a subcontracting arrangement)**

Include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract:

- Who will manage the contract

- Which party possesses background & expertise necessary for contract performance

- Which party pursued the contract

- The degree of collaboration in preparation & submission of competitive proposal

- Whether there are discreet tasks to be performed by each of the teaming partners or whether there is commingling of personnel and resources

- The relative amount of work to be performed by each teaming partner

- Which party will perform the more complex and costly contract functions

- The business size of the other parties

- Which of the parties possess the qualifications relevant to the contract requirements

In the event the offerors' proposal is determined to be unacceptable, based on the Ostensible Rule Evaluation, offeror will be referred to Small Business Administration (SBA).

G. **Labor Relations Plan**

A Labor Relations Plan is required from the prime contractor and any subcontractor proposing work that is currently represented by organized labor.

- Describe your company's plan for recognizing the organized labor associations that are currently represented on the contract.

- Describe how your company will comply with the economic terms of the existing collective bargaining agreements that are referenced in the wage determination. Reflect the cost you are proposing to meet the economic terms of the collective bargaining agreement on Total Compensation templates TC(a), TC(b), TC(c) and TC(d) located in Attachment L-6 Workbook 3-Other. Does your company plan to bridge the existing collective bargaining agreements, negotiate new agreements, or comply with the economic terms only.

- Describe your company history during the past 3 years in working with organized labor. Provide the names of the unions that your company has negotiated with, the location of the worksite, how many employees are represented, and the average number of grievances per year that your company receives. Note: An Offeror that does not have any relevant experience with organized labor will not be evaluated negatively or positively in this area.

- Provide the name and describe the experience of the proposed person who will be responsible for working labor relations issues within your company; including that person's experience in negotiating collective bargaining agreements and resolving grievances. Where will that person be located and what level of autonomy will that person possess. If that person is not located onsite or near site to JSC, describe how day-to-day issues will be handled.

- Describe the methods your company plans to use to promote and maintain harmonious labor relations during the transition phase and during contract performance.

2. **Past Performance**

The offeror (and major subcontractors) shall provide information on a minimum of 3 past contracts (i.e., 3 for the prime and 3 for each subcontractor), preferably with the Government and recent, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). (A subcontractor with an estimated annual value greater than $1M constitutes a major subcontractor for past performance). Offerors with no past performance shall state so. Offerors with no previous Government contracts shall so state. The Past Performance Questionnaire is provided in Attachment L-2.

3. **Safety and Health Requirements (reference DRD 001)**

The offeror's approach to safety and health as required by NFS 1852.223-70 will be evaluated and rated as Acceptable or Unacceptable. The suitability and adequacy of the offeror's Safety and Health Plan in accordance with NFS 1852.223-73 will be included in this evaluation.

The offeror must submit safety past performance information described below for each major team member included within the proposal. For each establishment identified in the past performance volume of the proposal, the Offeror shall provide the following information:

1. A minimum of 3 most recent complete calendar years of OSHA 300 and associated 300A logs by establishment, including associated employees exposure hours and North American Industrial Classification System (NAICS) number(s), for each example presented in your past performance submittal. This also applies to major subcontractors identified in your proposal.

   Note: Any offerors meeting criteria for exemption from injury recording under the provisions of 29 CFR 1904 must describe past work-related injuries for the most recent 3 calendar years, the number of hours worked each year, the North American Industrial Classification System (NAICS) number for each establishment, and any associated employee compensation. The description of past work-related injuries shall for each case include a statement of the injury, number of days lost, whether there was any hospitalization or disability, and whether it was medical treatment or first aid.

2. A minimum of the last 3 successive Experience Modification Factor (EMF) ratings calculated by your insurance carrier and the years they were adjusted. If there has never been an EMR adjustment, please so state.

   Note: If occupational liability insurance has not been retained, describe what financial measures are in place to accommodate liabilities due to employee occupational injuries.

3. Loss runs and loss ratios for each of the last three policy years for each policy pertinent to your example contracts identified in your proposal.

4. **Predefined Qualitative Value Characteristics (VC's)**

Offerors are required to meet the baseline requirements in their proposal. Furthermore, offerors must address the predefined qualitative value characteristic in their proposals. If a predefined qualitative value characteristic is not applicable to the offerors proposal, the offeror shall state so. Refer to Section M to see how the predefined qualitative value characteristic (VC) will be evaluated.

The following qualitative VC's are applicable to this procurement:

- Management Plan
- Operational Efficiencies
- Past Performance Relevant to the Magnitude of the Requirements
- Labor Relations Plan

The Offeror shall include information on the VC's as follows:

Volume I: Past Performance
Past Performance Relevant to the Magnitude of the Requirements

Volume II: Management Proposal
Management Plan
Labor Relations Plan

Volume III: Technical Proposal
Operational Efficiencies

5. **Price Proposal**

**(a) Requirement for Certified Cost or Pricing Data Information OR Other Than Certified Cost or Pricing Data Information**

Certified cost and pricing data is not required; however, other than cost and pricing data is required, in order to ensure that the Government is able to perform a fair assessment of the proposed cost.

**(b) Instructions for Preparation of Price/Cost Proposal**

Each Offeror is required to submit a price/cost proposal that is suitable for evaluation; a price proposal that is suitable for evaluation shall:

- Account for all resources necessary to complete requirements of this contract.

- Be traceable to the technical/management proposal(s).
- Explain in detail all pricing and estimating techniques.
- Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Government's understanding and ability to mathematically verify these estimating tools.
- Comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.
- Include a narrative portion that explains all judgmental elements of cost projections and fee policies including any proposed cost ceilings and team fee sharing arrangements.
- Include all fully completed price and total compensation RFP templates.

The offeror's proposed price will be evaluated for cost realism, to determine 1) if the price is realistic for the work to be performed, 2) if the price reflects a clear understanding of the requirements, and 3) if the price is consistent with the various elements of the technical proposal. Each price proposal shall be suitable for evaluation and include supporting information cross-referenced to allow traceability/reconciliation to the technical and management sections of the proposal(s). These instructions apply to the prime contractor and to all proposed subcontractors with a total estimated value that is equal to or greater than **$1,000,000**. For proposal purposes only, subcontractors whose price is equal to or greater than $1,000,000 are defined as major subcontractors. Those whose price is less than $1,000,000 are defined as minor subcontractors.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs. The offeror shall discuss the rationale for any escalation proposed for each cost element. The offeror shall also include the company's escalation history for each cost element for the past 3 years.

To avoid calculation errors, the offeror shall break out and capture the total proposed price including the Firm-Fixed Price and IDIQ portion.

| | CY 1 | CY 2 | CY 3 | CY 4 | CY 5 |
|---|---|---|---|---|---|
| Phase-in | | | | | |
| Completion Form | | | | | |
| IDIQ | | | | | |
| Total Price | | | | | |

Note: The values in the table above shall tie back to the supporting templates identified by this document.

When discrepancies between CD and hard copy arise, the hard copy of the price proposal will govern.

**(c) Requirement for Concurrent Price Proposal Delivery to DCAA**

A copy of the prime and all major subcontractor's price proposals (both electronic and hardcopy) are to be delivered to each respective cognizant Defense Contract Audit Agency (DCAA) field audit office concurrent with delivery to the Johnson Space Center. To obtain your cognizant DCAA field audit office, log on to the web site on the worldwide-web at www.dcaa.mil. Once the web site is accessed, click on the "Audit Office Locator" link. Enter you company's 5 digit Zip Code in the area provided and click on the adjacent "search" button. The zip code entry will help to identify the location of where your auditable books and records in support of your proposal information physically reside. Once the search is completed the cognizant field audit office address and e-mail address and the voice and fax telephone numbers will be displayed. Further instructions on DCAA proposal submission requirements are provided later in the Price Proposal Templates, Workbook 4 in the Cognizant Audit Office Template (CAOT).

**(d) Reserved**

**(e) Standard Labor Categories (SLC)**

A set of proposed Standard Labor Categories (SLC) applicable to this contract are provided to facilitate the Government's evaluation of labor. SLCs are intended to group a broad range of proposed labor categories into a manageable number of categories. Table L-1 addresses the recommended qualifications and experience levels of the SLCs that are to be used for proposal purposes. The guidelines in the Table L-1 may not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror's responsibility to acquire an understanding of the complexities of the work required, in order to successfully meet the Government's requirements. When describing the proposed labor necessary to accomplish the SOW, the SLCs provided in Table L-1 shall be used in the basis of estimates. Offerors may include other additional labor categories that may not be easily or logically mapped to those provided in Table L-1. If the offeror proposes additional labor categories, they must also provide the respective "Job Description Guidelines," as shown in Table L-1.

**Table L-1: Standard Labor Categories (SLCs) for this Effort**

| SLC | Job Description Guidelines |
|---|---|
| Program Manager | Coordinates and monitors the scheduling, pricing, and technical performance of this contract. Typically requires a Bachelor's Degree and 10 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures of managing a service-based organization under a contractual agreement. Relies on extensive experience and sound judgment to plan and accomplish goals. Performs a variety of complex deliveries in an environment with multiple competing priorities. The Program Manager (PM) shall have relevant experience managing a custodial contract performing custodial services similar to those identified within this Statement of Work. The PM shall focus on |

| | |
|---|---|
| | safety, environmental compliance, cleanliness and customer service for the Johnson Space Center's offices, laboratories, medical clinic, cafeterias, warehouses and Wellness Center. |
| Supervisor<br>(*Crew Lead) | Supervises activities and oversees personnel. Ensures proper procedure and helps devise new techniques. A Supervisor has full authority. Familiar with a variety of field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of deliveries. Typically reports to a Program Manager. |
| Administration Specialist 2<br>(*General Clerk III) | Responsible for performing daily office tasks such as filing, recording, maintaining records, copying, posting, and other similar duties, using a computer, business software, and other equipment. Follows organization and department procedures to complete tasks in a timely manner. Typically requires a high school diploma, or its equivalent, with at least 4 years of work experience. Familiar with standard concepts, practices, and procedures within a particular field. Performs a variety of deliveries. Works under general supervision; typically reports to a supervisor or manager. |
| Technician 1<br>(*Custodial/Service Worker) | Typically requires a high school degree or its equivalent. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions to perform the functions of the job. Works under immediate supervision. Typically reports to a supervisor or manager.<br><br>Also, for purposes of the SLC, Janitorial employees are categorized as Technician 1. Janitorial staff are responsible for routine janitorial services such as cleaning, removal of waste material, etc. |
| Technician 2<br>(*Recycle Specialist) | Typically requires a high school degree, or its equivalent and a minimum of 4 years of experience in the field or a related area. Proficient in the use of standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of deliveries, works under minimal supervision. Typically reports to a supervisor or manager.<br><br>Also, for purposes of the SLC, Recycling employees are categorized as Technician 2. |
| * Classes of service employees in the current Wage Determination | |

**Examples of Mapping Skills into SLCs**

The skills below are provided only as examples of how some labor categories could map into a SLC.

**Administration Specialist**

Clerical, Secretarial, Work Controller, Technical Editor, Librarian, Mailroom

**Technician**

Mechanic, Janitorial, Carpenter/Painter, Draftsperson, Hazardous Waste Handler,

Clerk/Courier, etc. Crane Operator, Recycling, etc.

**(f) Independent Government Estimate (IGE) - FFP Effort**

The IGE is the Government's attempt to provide an estimate of the magnitude of the work. The IGE provides an estimate of labor resources (skill mix and full time equivalents) and non-labor resources required to perform the contractual effort without the application of any one Offeror's specific management or technical approach. The Government's IGE is not intended to influence your proposed estimate and should not be considered a Government "plug number." The IGE full time equivalent (FTE) estimates include all direct labor required to perform the entire SOW except 3.0, which is IDIQ. Indirect labor such as traditional G&A type personnel in such areas as: sales, human resources, finance, legal, procurement, and executives are not included in the IGE. Every offeror is expected to submit their own basis of estimate (BOE) that demonstrates their understanding of the effort.

Table L-2 below, is intended to assist you in determining the types (Standard Labor Categories) and number of labor staff (FTE) required to complete the RFP SOW excludes IDIQ effort. The Government's estimate below is indicative of 100% support of the current anticipated contract requirements. Offerors shall develop their own estimate that supports and incorporates their unique proposed management and technical approaches; supporting rationale in narrative form is required.

**Table L-2**
**Independent Government Estimate (IGE) of Annual FTEs**

| Skill Mix | Year 1 FTEs | Year 2 FTEs | Year 3 FTEs | Year 4 FTEs | Year 5 FTEs | Total FTEs |
|---|---|---|---|---|---|---|
| Program Manager | 1 | 1 | 1 | 1 | 1 | 5 |
| Supervisor | 1 | 1 | 1 | 1 | 1 | 5 |
| Technician 1 | 72 | 72 | 72 | 72 | 72 | 360 |
| Technician 2 | 1 | 1 | 1 | 1 | 1 | 5 |
| Administration Specialist 2 | 1 | 1 | 1 | 1 | 1 | 5 |

The Government has developed an estimate for the non-labor resources, as shown in Table L-3 below. The offeror shall provide adequate supporting rationale for the quantity of non-labor resources proposed (e.g., square foot requirements for facilities or number of workstations, travel). The offeror shall propose price/cost elements in a manner that is consistent with its disclosed and approved estimating and accounting practices. For example certain non-labor resources (i.e. facilities) are frequently treated

as an indirect expense and included in overhead or G&A. In situations like this, offerors shall provide a complete description and rationale for all non-labor resources along with a statement indicating how these costs are to be charged in accordance with the offeror's approved estimating and accounting practices.

**Table L-3**
**IGE Non-Labor Resources (Costs in $1000's) - FFP Effort**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---|---|---|---|---|---|---|
| **Vehicles** | 28.9 | 29.8 | 30.7 | 31.6 | 32.6 | 153.6 |
| **Equipment** | 25.6 | 26.4 | 27.1 | 28.0 | 28.9 | 136.0 |
| **Materials & Supplies** | 222.8 | 229.5 | 236.6 | 244.0 | 251.8 | 1184.7 |
| **Cleaning Chemicals** | 247.6 | 255.0 | 262.9 | 271.1 | 279.8 | 1316.4 |
| **Carpet Steam Cleaning** | 53.8 | 55.4 | 57.1 | 58.9 | 60.8 | 286 |
| **Interior Extermination** | 65.1 | 67.1 | 69.1 | 71.3 | 73.6 | 346.2 |
| **Exterior Extermination** | 26.9 | 27.7 | 28.6 | 29.4 | 30.4 | 143 |
| **Recycling** | 485.5 | 500.1 | 515.6 | 531.6 | 548.6 | 2581.4 |

Definitions for NLR

Vehicles –Trucks or vans which are necessary to move people, equipment, supplies and recycling totes.

Equipment—Mechanical devices used in the performance of custodial services, including HEPA-type vacuum cleaners, floor scrubbers, waxing buffers, etc.

Materials & Supplies—Materials used in the performance of custodial services including brooms, mops, paper products and dispensers, hand soap and soap dispensers, etc.

Chemicals—Custodial Cleaning solutions, including window cleaners, general surface cleaners, disinfectants, graffiti removing cleaners, and other specialized products

Steam Cleaning—A Carpet cleaning system utilizing extremely high temperature (205 degrees – 230 degrees F) water vapor under regulated pressure to clean and sanitize carpets/rugs quickly and easily.

Interior Extermination—The inspection of building interiors at JSC to perform pesticide treatments when required.

Exterior Extermination— The inspection of building exteriors at JSC to perform pesticide treatments when required.

Recycling—A program to recover and reuse of mixed office paper, cardboard, plastic drink containers, aluminum drink containers, newspaper, and phone books.

**(g) Independent Government Estimate (IGE) - IDIQ Effort**

The sample task orders (STO) are representative of actual task order effort that will be required of the Offeror during performance of the contract. The IGE is the Governments attempt to provide an estimate of the labor resources (FTEs) required to perform the STO effort without the application of any one offeror's specific management or technical approach. The offeror is not required to provide estimates associated with NLR.

Table L-4 below is the Government FTE estimate for the IDIQ STO portion of the contract. The Offeror is not required to propose this staffing level and shall support any proposed level of staffing necessary to accomplish the requirements based on the individual Offeror's technical and management approach.

**Table L-4**
**IGE of IDIQ STO Effort**

| Total IDIQ (sample TO) for CY 1 | Total Hours |
|---|---|
| STO 1 | 5 |
| STO 2 | 13 |
| STO 3 | 25 |

Note: The table above is used for technical evaluation purposes, not the evaluation of price.

The offeror shall use the following Government provided hours in the pricing of the IDIQ proposal effort. These hours are for proposal pricing purposes only.

**Table L-5**
**IDIQ Proposal Effort (Hours)**

| | CY 1 | CY 2 | CY 3 | CY 4 | CY 5 | Total |
|---|---|---|---|---|---|---|
| **Supervisor** | 400 | 400 | 400 | 400 | 400 | 2000 |
| **Technician I** | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 40,000 |

**(h) Excel Pricing Model (EPM)**

The EPM represents the electronic versions of the price/cost templates to be submitted in the Microsoft Excel format. Offerors are required to provide these files in order to facilitate the construction of an automated model of your price/cost proposal. The EPM shall be designed to facilitate changes to source data such as direct labor hours and/or rates, overhead and G&A rates, and be sophisticated enough to compute the total impact of various changes to both cost and price. For example; the model must be able to compute the cost and price impact of a) increasing (or decreasing) the number of Technician 1 FTE; or b) increasing (or decreasing) the overhead rate(s).

(i) Format: The Excel Pricing Model shown in Table L-6 consists of the following 3 (three) workbooks:

Workbook 1 entitled "FFP," must be automated to the greatest extent possible and includes the following templates: Prime Profit Summary Template (PPST), Major Subcontractor Price Summary Template (SPST), Labor Pricing Template (LPT), and Labor Overtime Pricing Template (OPT).

Workbook 2 entitled "IDIQ," includes the following templates: IDIQ Contractor Specific Template (I-CST), Prime Burdens Template (PBT), IDIQ Team Template (I-TT), and IDIQ Summary Cost Template (I-SCT).

Workbook 3 entitled "Other," includes the following templates: Overhead Template, G&A Template, Total Compensation Templates, and the Cognizant Audit Office Template.

Automating or linking the templates from the first workbook with the second or third workbooks is not required.

**Table L-6 Excel Pricing Model (EPM) Templates**

| | |
|---|---|
| **WORKBOOK 1: FFP** | |
| PPST | Prime Price Summary Template |
| SPST | Major Subcontractor Price Summary Template |
| LPT | Labor Pricing Template |
| OPT | Labor Overtime Pricing Template |
| **WORKBOOK 2: IDIQ** | |
| ICST | IDIQ Contractor Specific Template |
| PBT | Prime Burdens Template |
| ITT | IDIQ Team Template |
| ISCT | IDIQ Summary Cost Template |
| | **WORKBOOK 3: OTHER** |
| OHT | Overhead Template |
| GAT | General & Administrative Template |
| TC | Total Compensation Templates a-e |
| TC(a) | Template (a) Salaries & Wages- Non-Exempt |
| TC(b) | Template (b) Salaries & Wages- Exempt |
| T(c) | Template (c) Fringe Benefit Analysis Package |
| TC(d) | Template (d) Personnel and Fringe Benefits Policies |
| TC(e) | Total Compensation Template (e) Incumbency Assumptions |
| CAOT | Cognizant Audit Office Template |

The accompanying Excel® spreadsheets for the EPM are provided in electronic format at the end of Section L, as Attachment, L-4, L-5, and L-6

(ii) Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary. **The use of external links (source data not provided to NASA) of any kind is prohibited.** The workbooks must contain no macros or hidden cells.
(iii) Locks: The EPM and all its associated workbooks must contain no macros, hidden cells or be locked."

**(i) CD Price Proposal Organization**

In addition to the hardcopy requirements, each prime and major subcontractor is required to submit their EPM and any other electronic price data, including formulas, on CD only.

(i) As addressed above the CD structure includes three workbooks:
- One fully automated workbook including all templates for FFP (workbook 1)
- One fully automated workbook including all templates for IDIQ (workbook 2)
- One workbook including all other templates such as overhead, G&A, and total compensation templates (workbook 3) This workbook is not required to be fully automated.

When multiple versions of the same template are required, then submit the multiple templates inside one worksheet stacked vertically.

(ii) Label each CD with the following:
- The name of the offeror
- The Request For Proposal (RFP) number
- The workbook/files contained on the CD.

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

(iii) All electronic workbook/file names included in your proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of your company name. For example: Assume your company name is ABC Company and you have completed the Firm Fixed Price workbook; the workbook/file name would be FFP-ABC.xls.

**(j) Price Proposal Instructions for EPM Templates:**

The Offeror shall include all templates listed in Table L-6 in the proposal submission. These templates are designed to provide NASA with relevant information necessary to perform a price analysis as required by the FAR 15.404-1(a)(s) and a cost Realism analysis as allowed per FAR 15.404-1(d)(3). In completing the templates, each prime and major subcontract Offeror shall propose price elements in a manner that is consistent with their currently used estimating and accounting practices. Certain price elements on the NASA templates are specified as non-labor resources; however, if

these prices are normally treated as an indirect expense, the Offeror shall propose such prices via the appropriate indirect allocation factor and note this in the non-labor resources rationale. Provide a detailed basis of estimate in narrative form supporting all proposed estimates on all templates. It should include at a minimum; supporting rationale, assumptions and price methodologies for all proposed items.

**WORKBOOK 1: FFP**

**Prime Price Summary Template (PPST)** - This template is applicable to the prime offeror only. It serves as a summary of the offeror's proposed labor hours, price, and profit by contract period for the prime offeror's entire team. The PPST shall capture and reconcile to all elements of cost pertaining to the direct and indirect templates. A reference column has been provided on the templates for the offeror to use to identify supporting data for each cost element. The detailed data should be clearly displayed so the Government may understand the cost development and computations. Although this template may be modified as needed to coincide with your formal cost accounting systems, each specific element of cost must be discretely estimated and identified.

**Subcontractor Price Summary Template (SPST)** - This template is required from each proposed major subcontractor only. This template serves as a summary of the proposed labor hours, price, and profit by contract period for each proposed major subcontractor. The SPST shall capture and reconcile to all elements of cost pertaining to the direct and indirect templates. A reference column has been provided on the templates for the offeror to use to identify supporting data for each cost element. The detailed data should be clearly displayed to facilitate the Government's understanding of the cost development and computations. Although this template may be modified as needed to coincide with your formal cost accounting systems, each specific element of cost must be discretely estimated and identified.

**Labor Pricing Template (LPT)** - This template is required from the prime offeror and each proposed major subcontractor. This template shall support and reconcile to the direct labor hours and costs shown on the PPST and SPST, respectively. This template is separated into the following areas: productive hours conversion factor, straight time hours (which will be the multiplication of FTEs and the productive hour conversion factor), straight time (ST) rates and straight time cost. This template serves to identify all compensated (straight time only) and uncompensated productive hours and costs. A column titled "Incumbent Retention %" is included to show the percent of the incumbent workforce you intend to retain (if any) for each SLC. A narrative basis of estimate is required to accompany this template. Supporting data shall include rationale for the starting direct labor rates and escalation used to calculate the annual rates per year for each labor category. Include the offeror's uncompensated overtime policies and history if proposed. If you require the use of multiple productive conversion factors for different labor categories, add rows to this template to facilitate this approach.

A Productive factor is defined as the total available hours an employee performs productive work in a year, excluding overtime and paid time off (i.e. vacation, holidays).

A FTE is defined as the proposed productive hours needed to comprise one average full time employee. A FTE may be comprised of one full-time employee or multiple part-time employees.

Uncompensated Overtime - the Government does not mandate the use of uncompensated overtime; however, if you propose it ensure that you propose it in the following manner. Show the full productive hours on the LPT and dilute your proposed straight-time rate accordingly. For example, one FTE with 5% uncompensated overtime with a normal productive factor of 1860 at an annual salary of $10,000 would look like: LPT productive conversion factor would equal 1953 hours [based on 1860 *1.05] and the effective ST rate would be equal to $4.60/hr [based on $10,000/(2080+93)]. The conversion factor shown on the LPT would be 1953 hours. In this example, if uncompensated were not proposed, the ST rate would be $4.81/hr [based on $10,000/2080]. If uncompensated overtime is proposed, include a detailed narrative basis of estimate explaining your proposed methodology and provide your historical experience for similar work.

**Labor Overtime Pricing Template (OPT)** - This template is required from the prime offeror and each proposed major subcontractor. This template shall support and reconcile to the overtime labor hours and costs shown on the PPST and SPST, respectively. The steps for completing this template are similar to the steps for completing the LPT. Supporting data shall include rationale for the direct labor rates used to calculate the overtime cost. For example, the non-exempt personnel were calculated using a rate equal to 150% of the proposed straight-time rate while the exempt personnel were calculated using a rate equal to 100%. Include in the appropriate column whether the specific labor category is considered exempt or non-exempt.

**WORKBOOK 2: IDIQ**

**IDIQ Rates Development Template** – Contractor Specific (ICST) - A separate ICST is required for each contract year of the effort from the prime and each major subcontractor. This template is provided so that each offeror may show how they arrived at their individually proposed fully burdened rates (less prime profit).

First, this template calculates a weighted average direct labor cost for each Standard Labor Categories (SLC) while simultaneously mapping the offeror's job categories into the SLC's. The column entitled "usage" provides the comparative weighting for each of the offeror's labor categories. The usage percentage must total to 100% for each SLC. For example, assume that for the SLC "Business Specialist", you have two contractor specific categories that map into this category. The two categories are "XYZ 1" at $28.75/hr and "XYZ 2" at $25.25/hr. The offeror assumes that its specific labor category will be utilized 75% and 25%, respectively. Then the rates that should calculate as the consolidated SLC rate for this specific category is derived as follows: ($28.75/hr * 75%) + ($25.25/hr * 25%) = $27.88. Note that this is simply an example and it may not capture all possibilities.

This template includes a column for profit, but only major subcontractors should use it. The prime offerors profit will be negotiated for each specific task order issued. Further details are included on the ITT Template instructions below. ; however, a not to exceed (NTE) profit rate shall be proposed at this time.

**Prime Burdens Template (PBT) -** This template is required from the prime contractor. It is provided so that the prime offeror may add their applicable burdens (subcontractor handling, G&A, etc) to Subcontractor Fully Burdened Rates (SFBR). These rates are the subcontractor rates that were developed in the IDIQ Rates Development Template – Contractor Specific." The PBT is required to be completed to show rates for each Contract Year for each major and minor subcontractor.

Where multiple major and minor subcontractors exist, a separate template for each is required and should be submitted in separate worksheets.

**IDIQ Team Template (ITT) -** This template is required from the prime offeror only and is intended to show how the prime offeror arrived at their proposed fully burdened contract rates. This template has a column entitled "usage" where the planned usage percentage for each team member (prime and all subcontractors) is included. This template may have blanks since it is possible for the prime or any one subcontractor to be proposing on only certain labor categories.

A prime offeror not-to-exceed (NTE) profit rate shall be proposed at this time and shall represent the maximum profit rate that can be applied to future task orders. This NTE profit rate should take into account the facilities capital cost of money offset, if proposed.

**IDIQ Summary Cost Template (ISCT) -** This template is for pricing the IDIQ effort and is required of the prime offeror only. The template is divided into three sections. The first section addresses the Governments provided hours that are to be used to determine IDIQ costs.

The second section addresses the contract rates that were determined in the ITT. The third section addresses the labor cost developed by multiplying the productive hours by the contract rates. This will be the fully burdened labor cost per labor category

Finally, apply profit at the NTE rate proposed per the ITT template.

**WORKBOOK 3: OTHER**

**Overhead Template (OHT) -** The prime Offeror and all major subcontractor(s) must provide their Forward Pricing Rate Agreement (FPRA) used to price indirect cost for this proposal **or** the offeror must provide this template. This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide overhead cost history for the prior three years and for the term of the contract. The basis for projections of overhead shall also be provided and an explanation in support of

any significant changes in either expenses or base of application that exist from one year to the next. In the event the Offeror's fiscal year and anticipated contract year do not coincide, the Offeror shall complete the rate reconciliation showing how the offeror's fiscal year overhead rates result in the proposed overhead rates for each contract year.

A few cost elements are included on the template that represents the type of cost detail the Government requires visibility into. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

**G&A Template (GAT)**: The prime contractor and all major subcontractor(s) must provide their Forward Pricing Rate Agreement (FPRA) used to price G&A cost for this proposal **or** the offeror must provide this template. This template shall provide insight into the composition of the burden pool for the proposed General and Administrative (G&A) rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next. In the event the Offeror's fiscal year and anticipated contract year do not coincide, the Offeror shall complete the rate reconciliation showing how the offeror's fiscal year G&A rate results in the proposed G&A rate for each contract year.

A few cost elements are included on the template which represent the type of cost detail the Government requires visibility into. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

**TOTAL COMPENSATION TEMPLATES**

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

Total Compensation for Salaries and Wages Non-Exempt - TC(a) - **The Offeror shall submit a completed Compensation Template (a) for non-exempt personnel for contract year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all proposed labor classifications (included in the cost proposal), by titles from the Offeror's estimating system. The DOL WD category should be mapped to the LABOR CATEGORY. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. The "Escalation rates for year 2-5" column should include your annual escalation percentage. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which should include the source data (DOL, WD) for non-exempt personnel. An example is included on the template for illustration purposes only.**

**Total Compensation Salaries and Wages Exempt - TC (b) -** The Offeror shall submit a completed Compensation Template (b) for exempt personnel for contract years 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the “LABOR CATEGORY - Offeror’s” column, list all labor classifications included in the proposal, by titles from the Offeror’s estimating system. Use the “Incumbent Actual Labor Rate” column to show the actual average current direct labor rate for each proposed labor category. The “FTE” Column shall include all proposed FTEs per labor category. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror’s actual proposed composite fully burdened labor rate starting in Contract Year 1. The “escalation rates for year 2-5” column shall include your annual escalation percentage. The “Actual Proposed Annual Salary” is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

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

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

**Incumbency Assumptions - Contract Year 1 - TC(e) -** This template is required of the offeror proposed as prime and all proposed subcontractors (major and minor). This template provides visibility into any incumbency assumptions proposed by each offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefit purposes. Offerors shall select only one option in each category

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

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

**Cognizant Audit Office Template (CAOT):** This template is required for each prime contractor, teaming partner, joint venture partner, and major subcontractor that meets the major subcontractor threshold ($1 Million per year). This template is to be delivered with the Past Performance Volume. This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and major subcontractors) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, e-mail address etc) who can be contacted by DCAA to provide cost realism audit information for the prime contractor, (3) the person or persons (name, address, phone number, e-mail address etc) who can be contacted by DCAA to provide cost realism audit information for your company or partners (in a teaming, joint venture or partnership situation) and major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent.

(End of provision)

## L.17 OFFEROR ACCEPTANCE PERIOD

Proposals submitted in response to this solicitation shall remain firm for at least 180 days after the date specified for receipt by the Government and shall contain a statement to this effect.

(End of provision)

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