

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)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.233-70	OCT 2002	PROTESTS TO NASA

(End of provision)

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1)(JAN 2004)

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 [*insert numbers or other identification of sheets*]; and

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

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

- f. Contract award.

1. The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
2. The Government may reject any or all proposals if such action is in the Government's interest.
3. The Government may waive informalities and minor irregularities in proposals received.

4. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
5. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
6. The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
7. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
8. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
10. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
11. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - i. The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - ii. The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - iii. The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - iv. A summary of the rationale for award.
 - v. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - vi. Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

The Government contemplates award of a Fixed Price / Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

(End of provision)

L.4 SERVICE OF PROTEST (FAR 52.233-2)(SEPT 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 Johnson Space Center
Attn: BV/Cody Corley, Contracting Officer
2101 NASA Parkway
Houston, TX 77058-3696

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

(End of provision)

L.5 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.acqnet.gov/far/>

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

http://officeofprocurement.jsc.nasa.gov/jpiprod/jpi_doc.htm

(End of provision)

L.6 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.7 PROPOSAL ARRANGEMENT AND PAGE LIMITATIONS

a. Proposal Arrangement

Offerors shall arrange their proposals as set forth below.

Volume I: Technical/Management Proposal

L.14 (1) (A)	Technical Requirements Section
L.14 (1) (B)	Initial Annual Grounds Maintenance Work Plan
L.14 (1) (C)	Key Personnel and Staffing Plan (as part of Annual Grounds Maintenance Work Plan)
L.14 (1) (D)	SBA Ostensible Subcontractor Rule Evaluation
L.14 (1) (E)	Phase-In Plan
L.14 (3)	Safety & Health Requirements/Safety and Health Plan
L.14 (4)	Predefined Qualitative Value Characteristics
(Value Characteristics shall be specifically identified in the proposal as "VC" to be evaluated as such)	

Volume II: Cost/Price

L.15	Cost/Price Information
L.15	Cost/Price Templates

(See L.15 INSTRUCTIONS FOR PREPARATION OF THE COST/PRICE PROPOSAL for details.)

Volume III: Past Performance

L.13 (2)	Past Performance Information
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b. Proposal Page Limitations

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

Proposal Section	Page Limit
Volume I Management/Technical	35
Volume II Cost/Price	No Limit
Volume III Past Performance	No Limit

1. 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 font type. 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.
2. Tables, charts, graphs, plans, figures, diagrams, and schematics shall be used whenever practicable to depict organizations, systems, layout, and implementation schedules. These displays shall contain font sizes no smaller than 10 point, be uncomplicated, legible, and appropriate for the subject matter.
3. 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 total page limitation:
 - Title pages and tables of contents.

- Cost/Price volume
 - All submitted plans (including those identified in DRD's)
 - Past Performance Data
 - Key Personnel resumes
4. If final revisions are requested, separate page limitation will be specified in the Government's request for that submission.
 5. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

L.8 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Cody Corley
e-mail address: cody.corley-1@nasa.gov
Phone: 281-483-3147 (collect calls not accepted)

Address: NASA Johnson Space Center
Attn: Cody Corley
Mail Code: BV
2101 NASA Parkway
Houston, TX 77058-3696

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

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

(End of provision)

L.9 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.

b. External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters "**PROPOSAL - DELIVER UNOPENED**". Proposal 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

Proposal 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

Table L-1 - Proposal Due Dates and Times

<u>Volume</u>	<u>Title</u>	<u>Due Date</u>	<u>Time Due</u> <u>(Local</u> <u>Time)</u>	<u>Delivery</u> <u>Location</u>	<u>Number of</u> <u>Copies</u>
I	Management/Technical	4/9/07	2:30 pm	JSC	7
II	Cost/Price	4/9/07	2:30 pm	JSC	7
III	Past Performance	3/26/07	2:30 pm	JSC	7

(End of provision)

L.10 SUBMISSION OF PROPOSALS

Due to heightened security measure in force at the Johnson Space Center (JSC), and to ensure timely proposal submission, the following procedures shall be followed.

- a. Offerors shall deliver proposals to Building 421 at the Johnson Space Center, (JSC), 2101 NASA Parkway, Houston, TX 77058-3696 no later than the designated due dates listed in Table L-1. The Offeror is encouraged to notify the contracting officer one day in advance of the proposal submission. E-mail Darrell Matula at JSC-Grounds-Maintenance-Proc@mail.nasa.gov one business day prior to delivery of proposal.
- b. The instructions for submission of proposals are designed to ensure proposal data is adequately protected against potential improper disclosure while concurrently ensuring the physical security of JSC. The delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U. S. Government (civil service point

of contact). After 2:30 p.m. local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or on a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date.

(End of provision)

L.11 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)

L.12 AVAILABILITY OF SPECIFICATIONS

- a. All Federal, NASA, other Government Standards and Specifications, and technical documentation incorporated directly by reference in this solicitation may be obtained from the Grounds Maintenance Contract Technical Library which is available on-line at:

<http://procurement.jsc.nasa.gov/COSS/gms/default.asp>

- b. All Federal, NASA, other Government Standards and Specifications, and technical documentation incorporated non-directly referenced in this solicitation may be obtained by submittal of a request to:

Lyndon B. Johnson Space Center
Name - Cody Corley
Contracting Officer
Mail Code: BV
2101 NASA Parkway
Houston, TX 77058-3696

Or via e-mail to:
cody.corley-1@nasa.gov

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

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

(End of Provision)

L.13 RESERVED

L.14 COMBINATION OF THE TWO ENDS OF THE NEGOTIATED SOURCE SELECTION CONTINUUM PROPOSAL INSTRUCTIONS

This procurement shall be conducted utilizing a combination of technical acceptability and tradeoff of predefined qualitative value characteristics (VC); past performance; Safety and Health Requirements; and cost/price. Based on FAR 52.215-1(f), the Government seeks to select an offeror whose proposal represents the best value after evaluation. Predefined qualitative value characteristics beyond the requirements will serve as the discriminators among offers.

All proposals will be evaluated against the following requirements:

- Technical Acceptability
- Past Performance Submittals
- Safety and Health Requirements

Offerors may also address optional predefined qualitative value characteristics in their proposals. Predefined qualitative value characteristics beyond the requirements will serve as discriminators among offers.

Technical acceptability, past performance, safety and health requirements and predefined qualitative value characteristics are discussed in detail below (Cost/Price is discussed in L.15).

1. Technical Acceptability

The proposal must demonstrate that the offered items(s)/services(s) meet the requirements of the SOW included in this solicitation, as well as the following areas:

Paragraphs A, B, C, D, and E are proposal instructions. The Offeror shall describe or provide the following:

A. Technical Requirements

When addressing the SOW, 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.

- 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.
- Discuss how you plan to accomplish the work in the SOW 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. Resources should be identified in sufficient detail to permit an assessment of the

adequacy of the types and amounts of labor skills proposed, the amounts and kinds of materials and equipment, computer time, and other items as applicable to the proposed method of implementation. Include sufficient narrative discussion in the basis of estimate (refer to L.15) to demonstrate to the Government that the proposed resources are adequate to successfully perform the work in the manner proposed.

- Provide information showing that your proposed approach is likely to result in products/services which will satisfy 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.
- Discuss overall approach to contract management and organizational structure, reporting, communication, teaming and risk. Allocate proposed FTE (full time equivalents) by Standard Labor Category (SLC, see Section L.15) and by skills into the organizational structure. Any deviation from SLC should be described in detail.
- Describe the overall approach to recruit, staff, train, and retain a qualified workforce.
- Identify, as a percentage of the total workforce, the degree to which initial staffing will be from:
 - i. the incumbent workforce
 - ii. outside recruitment other than the incumbents
 - iii. internal labor resource (corporate or company wide)
- Discuss method of receiving and tracking work and resolution of customer concerns.

B. Initial Annual Grounds Maintenance Work Plan (DRD 01)

Provide an Initial Annual Grounds Maintenance Work Plan prepared in accordance with DRD 01 which describes your approach to fulfilling the requirements of the SOW.

C. Key Personnel and Staffing Plan (DRD 01 subpart 1.0)

- Discuss how the proposed Project Manager satisfies Standard Labor category Job Guidelines for the position.
- Provide complete resumes (see Attachment L-1) for the Project Manager and any other key personnel identified in Section H.3, Key Personnel and Facilities. This information must cover, at a minimum, the experience, education and training, capability, and commitment of the individual proposed.
- Discuss 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 (see Attachment L-1) and a description of their level of commitment.
- Discuss proposed approach to transition the work from the incumbent contractor.
- Discuss proposed plans for maintaining and retaining a qualified workforce throughout the course of the contract.
- Discuss capability and proposed plans for maintaining staffing flexibility to accommodate

changes in requirements and fluctuation in workloads.

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

If no subcontracting arrangement will be utilized by the prime contractor, the Offeror shall so state.

Otherwise, 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 discrete tasks to be performed by each of teaming partners, or whether there is instead 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 Offeror's proposal is determined to be unacceptable, based on the Ostensible Rule

Evaluation, the Offeror will be referred to Small Business Administration (SBA).

E. Phase-In Plan

The Contractor is expected to meet full performance requirements from the start date of the base contract period. Prior to performance of services ordered by the government under this contract, the Contractor shall accomplish all tasks required to begin work ordered under this contract

Some examples of activities that remain the sole responsibility of the Contractor include managing transition activities, ensuring that adequate equipment is readily available, hiring personnel, obtaining personnel badges, and clearances, training personnel, scheduling the performance of ordered work, ensuring approval of safety plan, and compliance with contract data requirements.

Submit a Phase-In Plan with the proposal. The Phase-In Plan shall discuss the Offeror's approach for transitioning all grounds maintenance contract activities from the current contract NAS 9-01056, Center Operations Support Services, and implementing proposed processes and strategies for effecting a smooth transition. The plan should contain, at a minimum, the following information with rationale:

- a. A plan for affecting a smooth phase-in consistent with maintaining efficient operations at JSC for the 30 day period prior to contract start. Provide a schedule for all phase-in steps, and how the schedule will be met.
- b. Plans for training your personnel.
- c. Relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each.

Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services

2. Past Performance

Provide information from organizations and companies for which your company has previously performed work, in order for the Government to obtain appraisals of past performance.

In Volume III, Past Performance, the offeror and any major subcontractor (estimated annual value greater than \$1M) shall provide information on a minimum of 3 past contracts (maximum of 5), preferably with the Government and recent, listing the following information:

- (1) contract number
- (2) contract value
- (3) employing agency/company name
- (4) point of contact (include address, telephone and fax numbers, and e-mail address, if available)
- (5) contract description
- (6) place of performance
- (7) period of performance
- (8) contract type
- (9) acreage of grounds maintained under the contract
- (10) status of the contract (current, terminated, successfully completed)
- (11) if the status of the contract is terminated, include reason for termination, and date terminated
- (12) if the status of the contract is successfully completed, include completion date.

In addition to the information provided in the Past Performance Volume, Offerors shall request Attachment L-2, Past Performance Questionnaire, from references for contracts on which the Offeror performed work, if such experience exists. Attachment L-2, Past Performance Questionnaire is due from the references by March 26, 2007. The Offeror is responsible for ensuring that the Questionnaires are sent in by the references by the due date.

Offerors with no past performance shall so state.
Offerors with no previous Government contracts shall so state.

3. Safety and Health Requirements (DRD 02)

The Offeror Submit safety past performance information described below for each major team member (estimated annual value greater than \$1M) included within the proposal. For each establishment identified in the past performance volume of the proposal, 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)

Offerors are required to meet the requirements outlined above in their proposal. Offerors may also address predefined qualitative value characteristics in their proposals. Predefined qualitative value characteristics (VC) beyond the requirements will serve as discriminators among offers. Offerors may specifically address the predefined qualitative value characteristics in their technical/management proposals. If a VC is not applicable to the Offeror's proposal, the Offeror shall so state. Refer to Section M, Provision M.3, to see how the predefined VCs will be evaluated. To propose a VC, the Offeror should mark it with the associated VC number below, and include the following information in the proposal:

- (VC-1) Innovative technical approach (e.g. operational efficiencies, equipment reliability strategies, environmentally friendly alternatives)

Explain any applicable efficiencies, cost savings, equipment reliability strategies, environmental benefits or other innovations in your proposal in sufficient detail to allow for a comprehensive analysis. Include enough information to allow a technical and cost analysis to be performed. Describe how any proposed methodologies, processes, and techniques used to gain efficiencies, improve equipment reliability, provide environmental benefits, or other innovations would be implemented. These innovations should be described in the appropriate breakdown of SOW tasks. If an innovation spans across multiple SOW area, it should be described in the section describing management approach.

- (VC-2) Key Personnel

Explain any special training or experience that applies to the requirements.

(End of Provision)

L.15 INSTRUCTIONS FOR PREPARATION OF THE COST/PRICE PROPOSAL

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

- a) Account for all resources necessary to complete requirements of this RFP.
- b) Explain in detail all pricing and estimating techniques.
- c) Include a narrative portion that explains all judgmental elements of price.
- d) Include all templates required in this RFP.

The Offeror's cost/price proposal shall be submitted in one volume labeled Volume II Cost/Price Proposal.

EXCEL PRICING MODEL (EPM) FILE:

Format: In order to achieve standardization, the Excel Pricing Model has been provided as Attachment L-3. The EPM includes one workbook/file with three templates, each on its own sheet in the workbook.

The workbook shall include the following templates: Total Firm Fixed Price Template (Template 1), Wages-Salary (Template 2), and Fringe Benefits (Template 3).

The goal of the EPM automated workbook is to provide a comprehensive working model of your proposed cost/price volume in an automated format.

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

Locks: The EPM and all its associated workbooks shall not be locked/protected or secured by passwords.

CD Cost Proposal Organization

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

Each CD provided is to have an external label indicating:

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

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

All electronic file/workbook names included in your proposal shall begin with EPM, 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 Pricing Model workbook; the file/workbook name would be EPM-ABC.xls.

The cost/price proposal templates are designed to provide NASA with information necessary to determine that the price is fair and reasonable. The specific templates required can be found in Attachment L-3.

COMPLETION FORM WORKBOOK INSTRUCTIONS

The Offeror's proposed labor resources (FTE's) for the completion form portion of the work for the prime's entire team (Prime and all Subcontractors) shall be accounted for and described in Volume I from a management and technical point of view. Subsequently, in Volume II rates for the Offeror's proposed Completion Form FTE's for the entire team (Prime, and all Subcontractors) must be summarized in the EPM workbook.

The prime Offeror must prepare an EPM that combines the prime's entire team costs on the Total Firm Fixed Price Template which shows total cost/price.

EPM COST/PRICE TEMPLATES INSTRUCTIONS**1) Total Firm Fixed Price Template (Template 1):**

The Offeror shall provide their firm fixed price for the performance of the completion form SOW requirements each year for each work breakdown line item in the template. The price shall be the total price to complete all the SOW requirements necessary to accomplish each work breakdown element, including all subcontract costs. Although the work breakdown elements are at a high level, the total price must include all work performed under the sub task elements from the SOW to complete the job. The total price includes all labor and non labor resources (materials, fuel, etc.) necessary to complete the job, as well as profit.

When all work breakdown element prices in the year columns are totaled, the resulting sum should represent the Offeror's total price for the referenced year.

When the yearly total prices are totaled, the resulting sum should represent the Offeror's total price for all contract years combined.

A reference column has been provided on the templates for the Offeror to use to identify the narrative supporting

data for each cost element. The detailed data shall be clearly displayed so that the Government may understand the price development and computations.

2) Wage-Salary (Template 2):

The Offeror shall submit a completed Wage-Salary template (Template 2) that illustrates total compensation for both exempt and non-exempt personnel for contract year 1. 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 (See Section J, Attachment 9) should be mapped to the Standard Labor Category (Table L-2). If the incumbent's actual labor rate is known, use the "Incumbent Actual Labor Rate" column to show the actual average current direct labor rate for each proposed labor category. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed labor rate. The "FTE" Column shall include all proposed FTEs per labor category. 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 should include the source data (DOL, WD, for non-exempt personnel or Actual or Wage Survey for exempt). An example is included on the template for illustration purposes only.

Standard Labor Categories (SLC) are provided below to facilitate a consistent evaluation among Offerors. SLC are to be used by all Offerors for proposal purposes only. The offeror should map their labor categories to the SLCs. The offerors should provide a brief job description for each of their Labor Categories that map to the applicable SLCs.

Table L-2 addresses the recommended qualifications and experience levels of the SLC that are to be used for proposal purposes. SLC are intended to broadly group

proposed labor into a manageable number of categories. These guidelines 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 to successfully meet the Grounds Maintenance requirements. When describing the proposed labor necessary to accomplish the SOW, the SLCs provided in Table L-2 shall be used in the basis of estimates. Offerors may include other additional labor categories that cannot be easily or logically mapped to those provided in Table L-2. Job descriptions similar to the ones listed in Table L-2 shall be provided for the additional categories.

Table L-2: Standard Labor Categories (SLC) for this Effort

<u>Standard Labor Category</u>	<u>Job Description Guidelines</u>
Project Manager	A minimum of 3 years of experience of management of projects of similar size and scope in the grounds maintenance field is preferred. Develops, maintains, and implements policies and procedures in the area of grounds maintenance. Responsible for the overall Contract performance including subcontractors, which includes formulating and enforcing work standards, assigning contract schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes and goals of the organization to subordinates. Serves as the Contractor's authorized interface with the Government. Relies on experience and judgment to accomplish goals.
Laborer, Grounds Maintenance	Maintains grounds of industrial, commercial or public property, performing one or more of the following: cuts grass, using walking-type or riding mowers. Trims hedges and edges around walks, flower beds, and wells, using hedge trimmers, clippers and edging tools. Sprays lawn, shrubs, and trees with fertilizer or insecticide. Plants grass, flowers, trees and shrubs. Waters lawn and shrubs using hose or

	activating sprinkler system. Picks up and disposes of leaves, paper or other litter.
Tractor Operator	Drives gasoline or diesel powered tractor to move materials, draw implements, tow trailers, pull out objects embedded in ground, or pull cable of winch to raise, lower or load heavy material or equipment. Fastens attachments such as graders, plows, rollers, mowers (over 2000 lbs.), backhoes, seeders, and disc harrows to tractor. Adjusts equipment for proper operation. Lubricates and makes minor repairs to tractor and attachments such as tightening bolts and replacing washers, cotter pins, and screws.
General Clerk, II	Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. Little or no subject matter knowledge is required, but the clerk needs to choose the proper procedure for each task. Basic computer skills required.
Gardener	Plans and executes small scale landscaping operations and maintains grounds and landscape of household, business and other properties. Works with assistant in preparing and grading terrain, applying fertilizers, seeding and sodding lawns, and transplanting shrubs and plants, and cultivates them, using gardening implements and power-operated equipment. Plants new and repairs established lawns, using seed mixtures and fertilizers recommended for particular landscaping or those selected by property owner. Mows and trims lawns, using hand or power mower. Trims shrubs and cultivates gardens. Sprays trees and shrubs and applies supplemental liquid and dry

	nutrients to lawn, trees and shrubs. Cleans ground, using rakes, brooms, hose, and blowers. May dig trenches and install drain tiles. May maintain turf irrigation system.
Pest Controller	Sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest lawns and surrounding areas. Places poisonous paste or bait and mechanical traps where pests are present. May clean areas that harbor pests, using rakes, brooms, shovels, etc. preparatory to fumigating. Required to hold State license.

Labor Independent Government Estimate (IGE)

The IGE (see Table L-3) is the Government’s estimate of labor resources (skill mix and full time equivalents (FTE)) required to perform the Grounds Maintenance contract. The IGE depicts the overall direct labor staffing for the entire completion-form SOW and is based on historical usage factors which may not be representative of 100% of usage for future work. The IGE is not intended to influence the Offeror’s proposed estimates; however, it is provided to assist offerors in determining the general overall scope to support development of their management and technical approaches. Offerors shall develop their own estimates that support their unique proposed management and technical approaches and shall provide supporting rationale in narrative form.

The IGE is not to be considered a Government “plug number.” Offerors should note that once the contract is awarded, price will not be adjusted if the IGE is used for estimating and the actual cost incurred differs after contract award.

**Table L-3
IGE**

Standard Labor	FTE		Total

Categories			
Project Manager	1		1
Laborer, Grounds	12		12
Tractor Operator	2		2
General Clerk, II	1		1
Gardner	1		1
Pest Controller	1		1
GRAND TOTAL FTE	18		18

3) Fringe Benefits (Template 3):

A separate Fringe Benefits Template (Template 3) shall be completed for Exempt and Non-Exempt direct labor. 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). 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. If fringe benefits are being proposed as a cash equivalent, the Offeror shall state so on the template.

Phase in Costs

Include an estimate of the total price of phase-in in the Cost/Price Volume narrative. The estimate shall be designed to show the total price (include all subcontractor phase-in costs and fee) of phase in. This estimate must be supported by a narrative basis of estimate (BOE). Include all skills and hours in the estimate, and be sure to include all necessary labor to meet the requirements of the phase in plan you provide in response to Section L. Use the SLC for skill mix if appropriate or include your labor mix in the narrative

with a brief job description. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of phase-in requirements. The phase-in estimate is to include ALL phase-in costs necessary for full contract implementation.

(End of provision)

[END OF SECTION]