

<b>Proposal Volume</b>	<b>Date to be Delivered</b>
I – Management	<b>April 13, 2010</b>
II – Technical	<b>April 13, 2010</b>
III – Safety and Mission Assurance	<b>April 13, 2010</b>
IV – Small Business Utilization	<b>April 13, 2010</b>
V – Cost	<b>April 13, 2010</b>
VI – Past Performance	<b>March 30, 2010</b>
VII – Other Plans and Data	<b>April 13, 2010</b>

(b) All proposals delivered in response to this solicitation shall reflect the following information on the address label:

- (1) Solicitation NNK1 0294259R, ESC
- (2) The legend, "To be delivered unopened to the Contracting Officer"
- (3) The volume and copy numbers contained in each box

**L.29 SUMMARY OF EXCEPTIONS**

- (a) The offeror shall include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K), or to the information requested in Section L, in the Summary of Exceptions to be submitted with the Model Contract in Volume V, Cost. The offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. The offeror shall include the reason for the exception or refer to where the reason is addressed in the proposal. Any failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.
- (b) The offeror shall include any proposed changes to the RFP terms and conditions with the Summary of Exceptions and discuss the impact of the proposed changes to Volumes I, II, III, IV, V and VI as appropriate.
- (c) The offeror is cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror’s competitive standing.

**L.30 CONTRACTOR PROPOSED ENHANCEMENTS**

- (a) Proposals will be evaluated against the requirements specified in this solicitation. Although the Government does not encourage or discourage enhancements (i.e., performance capabilities above those specified in the PWS), the offeror may choose to propose performance enhancements and implementation approaches that do not require investments by the Government outside of the proposed cost for PWS 1.0. For the Government to consider a proposed enhancement’s value, the offeror shall clearly describe the enhancement

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.

#### **L.24 COMMUNICATIONS REGARDING THIS SOLICITATION**

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: MARY KISS, Contracting Officer

FAX: 321-867-8671

Email: [MARY.KISS-2@NASA.GOV](mailto:MARY.KISS-2@NASA.GOV)

Address: NASA, JOHN F. KENNEDY SPACE CENTER  
MAIL CODE: SEB-2 / ESC  
KENNEDY SPACE CENTER, FL 32899

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments must be submitted in writing by 2:00 PM EASTERN TIME ON **February 26, 2010** to allow for analysis and dissemination of responses in advance of the

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

<b>Number</b>	<b>Attachment Title</b>	<b>Notes</b>
J-01	Performance Work Statement (PWS)	
	Appendix A - Data Requirements List/ Data Requirements (DRL/DR)	
	Appendix B - Applicable Documents	
	Appendix C - Laboratories and Developmental Shops Descriptions	
	Appendix D - Technology Readiness Levels (TRLs)	
	Appendix E - Government Support Systems Hardware and Software Resources	
	Appendix F - Engineering Systems IT Security Component List	
	Appendix G - Enhancements and Implementation Approaches	
J-02	Task Order Summary	
J-03	Award Fee Evaluation Plan	
J-04	Task Order Pricing Rate Schedule	To Be Proposed
J-05	Government Furnished Facilities	
J-06	Government Furnished Pressure Vessels/Systems	
J-07	Government Furnished Services	
J-08	Installation Accountable Government Property	
J-09	Organizational Conflict of Interest Avoidance Plan	To Be Proposed
J-1 0	Personal Identification Verification	
J-1 1	Statement of Equivalent Rates for Federal Hires	
J-12	Safety and Health Plan	To Be Proposed
J-13	Government Furnished Materials	
J-14	Small Business Subcontracting Plan	To Be Proposed
J-15	<b>RESERVED</b>	
J-16	Register of Davis Bacon Wage Determination and Fringe Benefits	
J-17	Register of Wage Determinations Under the Service Contract Act	
J-18	Glossary and Acronyms	

(End of clause)

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in Clause 52.252-2, Clauses Incorporated by Reference, of this contract.

### **H.2 NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)**

### **H.3 NFS 1852.223-70 SAFETY AND HEALTH. (APR 2002)**

### **H.4 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)**

### **H.5 NFS 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING. (JUL 2003)**

### **H.6 NFS 1852.225-70 EXPORT LICENSES. (FEB 2000)**

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA, John F. Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

### **H.7 RESERVED**

### **H.8 NFS 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006)**

### **H.9 NFS 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)**

### **H.10 NFS 1852.246-70 MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM. (MAR 1997)**

### **H.11 NFS 1852.247-71 PROTECTION OF THE FLORIDA MANATEE. (MAR 1989)**

### **H.12 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this conflict is: The ESC will be closely aligned with the Government to provide management support and independent assessment of work done by vehicle/spacecraft OEMs,

component vendors, and KSC launch and ground operations support contractors, as well as providing requirements that affect them. Further, potential OCI may exist with regard to other ongoing and future NASA contracts running concurrently with this contract, including, but not limited to, SMASS at KSC, and other engineering, and development and production contracts at KSC and other NASA installations. The ESC contractor will be required to submit and maintain an acceptable OCI mitigation plan.

(c) The restrictions upon future contracting are as follows:

- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

### **H.13 ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN**

- (a) In performance of this contract, the Contractor may be required to perform work that contains some level of potential or perceived organizational conflict of interest related to access to non-public information, biased ground rules or impaired objectivity. The occurrence of situations of this kind could possibly cause the Contractor's judgment to be influenced toward certain products or services in performing under this contract. In addition, the Contractor may be required to perform tasks which affect the nature of work to be performed by the Contractor under other Government contracts. In order to eliminate

### H.32 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

Given the unique role of this contract for supporting all other entities at KSC, the Contractor shall engage in cooperative relationships that facilitate effective management of overall Center operations. The Contractor shall establish ACAs as required for coordination and exchange of information with other contractors during the ESC contract period of performance. The information to be exchanged shall be that required by the other contractors in the execution of their respective contract requirements. The Contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit KSC with increased safety, efficiency, and productivity.

KSC institutional contracts provide a variety of Government furnished services. The ESC Contractor is required to use Government furnished services as specified in Attachment J-07 *Government Furnished Services* while coordinating with the appropriate NASA organization overseeing each contract as required.

The following list includes examples of associate contracts integral to the success of KSC programs.

- (a) KSC institutional services and technical development contracts (e.g. Information Management and Communications Support (IMCS) - NNK08OH01 C, Institutional Services Contract (ISC)- NNK08OC01 C, Medical and Environmental Support Contract (MESC)- NNK08OQ01 C
- (b) Major flight, ground operation, and flight operations support contracts (e.g. Integrated Mission Operations Contract – NNJ09HA1 5C, Checkout Assembly Payload Processing Services Contract – NAS1 0-02007, U.S. On Orbit Segment Acceptance and Vehicle Sustaining Engineering – NAS15-1 0000, Space Program Operations Contract – NNJ06VA01 C).

The ESC Contractor shall establish formal guidelines for coordination, cooperation, and exchange of information with these associate contractors, at the appropriate level and on a case by case basis. These guidelines shall establish the means for exchange of such data as needed to keep all interested parties fully informed and to maintain the proper support from service contractors. The information to be exchanged shall be that required by the contractors in the execution of their respective contract requirements.

The effectiveness of this joint cooperation will be evaluated as part of the contract award-fee process, as defined in Section J, Attachment J-03, *Award Fee Evaluation Plan* of this contract. The determination of successful performance by the Contractor will include the Government's assessment of the overall and combined performance of the requirements of the other contractors.

(End of clause)

### H.33 COMPUTING SERVICES

- (a) The Contractor shall utilize the Government Provided IT Services as identified in Attachment J-07 (Government Furnished Services).

proposal due date. Questions or comments shall be labeled as a response to NNK10294259R, ESC. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

#### **L.25 TYPE OF ACQUISITION**

This acquisition is unrestricted.

#### **L.26 AVAILABILITY OF REFERENCE INFORMATION**

(a) For this solicitation, there is an electronic "Bidder's Library," on-line at:

<http://esc.ksc.nasa.gov> and [www.fedbizopps.gov](http://www.fedbizopps.gov)

(b) Standards, such as Federal, military, industrial, manufacturing, independent laboratory, society, and institutional associations (non-government organizations) codes, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization which develops, establishes, or publishes those documents.

(c) The Contracting Officer will update the electronic Bidder's Library as necessary or upon request for documents referenced in the solicitation and not otherwise available to the offeror.

#### **L.27 CONTRACT PHASE-IN**

Contract phase-in price (i.e., proposed price to be incurred during the period, up to 60 days, preceding the contract start date) shall be proposed as a firm-fixed-price. The Government contemplates issuing a separate Firm Fixed Price purchase order for contract phase-in. The firm fixed price should include all of the contractor's phase in costs as recovery of costs will be limited to only those proposed.

#### **L.28 PROPOSAL SUBMISSION**

(a) The offeror shall submit all required proposal information, whether delivered by the offeror or by commercial courier, to the Source Evaluation Building M6-785, A Ave. and 4<sup>th</sup> St., Mail Code: SEB-ESC, Kennedy Space Center, FL 32899, per the dates indicated below, no later than 12:00 noon, Eastern Time. Access to KSC is required and may be arranged by contacting the Contracting Officer. Early submission will be accepted between the hours of 8:00 a.m. and 12:00 noon Eastern Time, Monday through Friday, except legal holidays. Advance arrangements with the Contracting Officer are required for early submission. Proposals that arrive at the SEB after the prescribed time for receipt of proposals will be considered late and treated in accordance with FAR 52.215-1, "*Instructions to Offerors - Competitive Acquisitions.*"

perform the required effort.

High Level of Confidence:

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

Moderate Level of Confidence:

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

Low Level of Confidence:

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

Very Low Level of Confidence:

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort.

Neutral:

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

## **M.7 OTHER PLANS AND DATA**

### **M.7.1 Organizational Conflict of Interest**

The Government will evaluate the comprehensiveness of the offeror's OCI plan to determine whether it adequately identifies, resolves, and reports potential OCI. It is subject to discussion should the Government determine discussions are necessary for award.

### **M.7.2 Scenarios**

The offeror's responses to the scenarios will be evaluated for understanding of RFP requirements and consistency with proposed management, technical and S&MA approaches. The offeror's