

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

**L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE**

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
- 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
- 52.237-1 SITE VISIT (APR 1984)

**L.2 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

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

The Government contemplates award of a Cost-Plus-Award-Fee, Indefinite-Delivery Indefinite-Quantity contract resulting from this solicitation.

(End of provision)

**L.4 52.233-2 SERVICE OF PROTEST (NOV 2012)**

(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:

Dock Master  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 – Shipping and Receiving Dock  
Prominently mark the envelope or package as follows:  
Protest: Solicitation Number NNG11375927R  
Attention: Michelle D. McIntyre, GSFC Mail Code 210.1  
Contracting Officer Phone Number: 301-286-7985

(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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (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):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/Far/>

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

**L.6 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA 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 RESERVED****L.8 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional

employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at **FAR 52.222-46**, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

#### **L.9 1852.233-70 PROTESTS TO NASA (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.10 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)**

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (Aug 2010), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245–70.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

N/A

(End of provision)

#### **L.11 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)**

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

N/A

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis

in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

N/A

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

(End of provision)

**L.12 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96)  
(AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Michelle D. McIntyre, Contracting Officer  
Phone: 301-286-7985 (collect calls not accepted)  
FAX: 301-286-0247  
E-Mail: Michelle.D.McIntyre@nasa.gov

\*Address: Goddard Space Flight Center, Greenbelt MD 20771  
Attention: Michelle D. McIntyre, Mail Code 210.1

\*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

**L.13 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

Title: ESES II Library  
Web Address: [http://code210.gsfc.nasa.gov/eses\\_followon/Home.html](http://code210.gsfc.nasa.gov/eses_followon/Home.html)  
POC: Jasmine Jett  
POC number: 301-286-4212  
Viewing Time: 24 hours

(End of provision)

**L.14 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (AUG 2009)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A as demonstrated in the Representative Task Orders. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the offeror shall respond to how they would approach the Representative Task Orders (See L.16). **THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP.**

## (a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

<b>Volume</b>	<b>Title</b>	<b>Copies</b>
I	Offer Volume	Original plus 1 Hard Copy and two electronic copies
II	Mission Suitability Volume	Original plus 2 Hard Copies and two electronic copies
III	Cost Volume	Original plus 1 Hard Copy, and one additional copy for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 1 Hard Copy and two electronic copies

(2) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(3) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using either Microsoft Word (with backwards compatibility for Microsoft Word 2003) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(4) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

(5) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>L.15</b>	<b>None</b>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.16</b>	<b>105 Pages</b>
(a) Cover Page, Indices, List of Acronyms, Table of Contents, Compliance Matrix, Labor Category Position Descriptions, Phase-in Plan, Quality Assurance Plan, Total Compensation Plan, and Safety and Health Plan.			<b>Excluded</b>
(b) Deviations & Exceptions			<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.17</b>	<b>Mixed</b>
(a) Direct Labor Rates, Indirect Rates, and Award Fee Matrices (Attachment B)			<b>None</b>
(b) Cost Exhibits			<b>None</b>
(c) Basis of Estimates			<b>25 Pages*</b>
(d) Deviations/Exceptions			<b>Excluded</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.18</b>	<b>Mixed</b>
(a) Information from the Offeror			<b>40 Pages*</b>
(b) Cover Page, Indices, Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms, Written consent of proposed significant subcontractors			<b>Excluded</b>
(c) Deviations & Exceptions			<b>Excluded</b>

**\*Includes prime and all significant subcontractors.**

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

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

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

(4) 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 in accordance with NFS 1815.204-70(b).

(End of provision)

## **L.15 OFFER VOLUME**

This must be a separate volume.

(a) *STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K*

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both “business” and “technical.”

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate. Offerors are 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.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition. Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have a cognizant DCAA adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(6) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

(7) Other Information to be Provided

- a. In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after contract award, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan which we be incorporated into the contract under Clause J.1, Attachment **H** – Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document
- b. Provide copies of all salary surveys used to develop non-incumbent direct labor rates for cost realism and total compensation plan evaluation. In lieu of copies of salary surveys used, offerors may summarize data utilized from the surveys, including the name, date, geography, survey labor categories, survey percentiles, and survey salaries.

(End of Provision)

## **L.16 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (MAY 2011)**

### Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

## 1. General Instructions

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The offeror must identify and discuss the risk factors associated with accomplishment of the requirements of the contemplated contract. This must be done as appropriate in the Mission Suitability Proposal. Risk factors may be those inherent in the work, unique to the offeror's chosen approach, and must include any risk factors that are specifically identified by the Government in this solicitation. General areas of possible risk that are of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. However, these instructions may include Government identified risks that the offeror must also address. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk, the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

## 2. Mission Suitability Proposal Format

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A—Representative Task Orders

Subfactor B—Management Plan

Offeror Deviations/Exceptions

## 3. Mission Suitability Instructions by Subfactor

### Subfactor A-- Representative Task Orders

The offeror shall provide written task plans addressing the representative tasks included as **Exhibit 14**. In accordance with the Task Ordering Procedure clause in Section H of this RFP, each task plan shall identify and substantiate the technical approach, skill mix (labor categories and projected hours), Government interface, the flow of activities from start to completion (including time line), facilities and equipment, and any other information required to determine the adequacy and reasonableness of the offeror's plan. Each task plan shall include a staffing plan that shall describe how the offeror intends to staff the Representative Task Order and how the approach will allow the offeror to meet the requirements of the Representative Task Order. Each plan must be specific, detailed, and complete to demonstrate a clear and full understanding

of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. Any assumptions made in preparing a response to each Representative Task Order must be clearly stated.

### **Subfactor B-- Management Plan**

The offeror shall describe the approach for efficiently and effectively managing this IDIQ contract.

The offeror shall provide a risk assessment to identify and address any programmatic risks relevant to the offeror's accomplishment of the requirements in the contract.

The offeror shall include an organizational chart that identifies where this contract fits in the corporate structure. Provide an organization chart for this program identifying all managerial positions by title. The offeror shall provide a detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The offeror should include such elements as the span of control, degree of autonomy, lines of communication, and the Program Manager's authority to utilize and redirect subcontract resources. The plan should also discuss the processes for resolving priority conflicts for resources and functions within the organization. All interfaces with GSFC personnel and subcontractors must be clearly delineated.

The offeror shall provide a complete staffing plan that shows how it will fill the staff requirements identified in the organization chart. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources as required to perform under the resultant contract, respond to critical requirements, and staff new requirements. Offerors shall summarize the information provided in this section by completing Exhibit 5 for the prime contractor and all significant subcontractors. Describe what effort will be undertaken to recruit staff not currently in the company employ.

The offeror shall identify subcontractors interfaces to your organizational structure (if proposed) and provide: 1) the basis for selection of the subcontractor, 2) the nature of the work to be performed by the subcontractor, 3) the benefits of these arrangements to the Government, and 4) methods of managing subcontractor performance, including plans for addressing any problems that arise as a result of poor and/or non-performance of subcontracted portions of the contract. The offeror shall identify corporate resources (prime and significant subcontractors) for PC board fabrication and other manufacturing facilities, as well as equipment, and management tools available for this effort. Describe their specific relevancy, capability, and available capacity. Describe all software design and analysis tools that will be available for work to be performed under the contract, including information such as numbers of seats, licenses, etc. as appropriate, and a full explanation as to how costs for these tools are recovered, whether direct or indirect. Describe how these resources will be utilized to effectively complete the work anticipated under this contract. With respect to manufacturing, describe how the offeror will accommodate periods of high work volumes in order to maintain Project(s) schedules.

The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent

Contractor during the 30-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility at the end of the phase-in period. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, staffing plan, orientation and training of personnel. The offeror shall address its preparation for the timely processing of the Personal Identity Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. When addressing staffing for phase-in, offerors may refer to the GPM for the Government's estimate of anticipated contract activity.

Task orders will be issued in accordance with the Task Ordering Procedure clause in Section H of this RFP. The offeror shall describe what management expertise and/or tools their firm brings to understanding and managing multiple tasks for contracts of this magnitude. Detail the process for responding quickly and efficiently to requests for task plans. Detail plans for organizing, assigning staff, tracking, and managing task orders from issuance to completion, including configuration control, subcontracting, schedule, and cost. The offeror shall describe its plans for managing manpower fluctuations associated with concurrent task orders while managing on-going contract activities. The offeror shall describe techniques to be employed to assure cost effectiveness.

Offerors shall provide written position descriptions for the specific labor categories envisioned for this requirement. Offerors need to address the minimum requirements for each position description including a summary of duties and responsibilities and the minimum education and minimum experience required for the position, as well as any specific licensing or other requirements. All position descriptions will be incorporated into the resultant contract in Section 6 of Attachment B. Offerors proposing to use incumbent labor must use the Government's incumbent labor position descriptions found in Exhibit 15.

The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

The offeror shall classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

The offeror shall identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541. In accordance with **Exhibits 11A and B "Fringe Benefit Chart"**, the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt

labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include **Exhibits 11A and B** but should reference where the information appears in the Cost Proposal.)

The offeror shall provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The offeror shall describe its methodology for compliance with Attachment D: DD Form 254. The offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the offeror shall identify in the plan the procedure for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The QAP will be incorporated into the contract as an Attachment.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The offeror shall indicate if any of the standard contents as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination. The offeror's plan shall address its approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.

#### **4. Deviations\Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

**L.17 COST VOLUME (MAR 2011)**

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

**1. Instructions**

An important prerequisite for the award of the contract is that prime offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency (DCAA) offices. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for data other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, inter-organizational transfer, etc. that is a direct cost to this acquisition. The offeror shall provide sufficient detail to support and explain all costs proposed. For significant subcontracts expected to exceed 5% of the Government Pricing Model total evaluated cost, the proposed subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall submit one copy of their cost proposal directly to their cognizant DCAA auditing office by the due date specified on the solicitation face page, Standard Form 33, Block 9. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the offer Volume proposal [also see Exhibit 12]. Please ensure that all contact information provided is current and correct.

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 escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The offeror shall also include the company's escalation history for each other cost element experienced in the past three years. The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the offeror's approved accounting system, clearly indicate how program management costs will be captured and charged. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included in. Program management costs must be included in the RTO cost estimate in accordance with the instructions in Section 2 below.

The offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost (ODC) under this contract. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

## 2. Cost Proposal Format

Significant subcontractors may submit their detailed exhibits and schedules directly to the Government if such data are considered of a proprietary nature. However, all proposed subcontractor summary cost information must be included in the Prime Offeror exhibits and schedules. The same requirements for formats, numbers of copies, page limitations, etc., applicable to the Prime Offeror shall apply to the subcontractors.

### (a) DIRECT LABOR AND INDIRECT RATES MATRIX

Offerors shall complete Attachment B, Direct Labor Rates, Indirect Rates, Other Direct Cost Rates and Maximum Available Award Fee Matrices, for each contract year. The direct labor and indirect rates are "not to exceed" bid rates. During contract performance, offerors will be permitted to offer costs for task orders to be placed at lower rates than are listed in these matrix in accordance with the "TASK ORDERING PROCEDURE" and "SUPPLEMENTAL TASK ORDERING PROCEDURES" clauses of this contract, clauses H.12 and B.7 respectively. The labor categories proposed must reflect all labor categories and levels within each category anticipated to perform the requirements of the Statement of Work and Representative Task Orders and should range from entry level to the most senior level.

In **Attachment B**, the prime offeror shall propose unburdened direct labor rates for all labor categories in Section 1 and all individual bid indirect rates in Section 2, clearly delineating on-site and off-site rates. In section 3, the offeror shall include all direct charges that are proposed using a cost estimating relationship, such as management percentages or computer/IT fees, showing the application. The offeror's fee rate included in Section 4 of the matrix shall be used to calculate the maximum available award fee for performing all task orders issued under the resultant contract. In Section 5, the offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor (expected to exceed 5% of the Government Pricing Model (GPM)) total evaluated cost. In Section 6, provide Position Descriptions for all offeror proposed direct labor categories specified in Section 1 and all significant subcontractors' proposed direct labor categories specified in Section 5. If proposing incumbent labor, the offeror shall use the position descriptions shown in Exhibit 15 for non-managerial labor categories. For non-incumbent non-managerial labor proposed, provide a matrix that cross-references the offeror-developed Position Descriptions with the Government Provided incumbent labor Position Descriptions.

### (b) GOVERNMENT PRICING MODEL

*To be Completed by the Prime Offeror ONLY*

**Exhibit 1** contains the Government Contract Non-Management Direct Labor Categories the Government considers essential to perform task orders under this contract. The Prime Offeror **ONLY** shall complete **Exhibit 1A**, "Government Pricing Model," for each Contract Year. **The Prime Offeror shall include in Exhibit 1A all Subcontractors, regardless of dollar value, expected to perform under this contract.** The Prime Offeror shall complete this exhibit in accordance with the following:

- At the top of **Exhibit 1A** the Prime Offeror shall insert the Prime Offeror loadings (indirect rate(s) and/or fee(s)) that will be applied to the Subcontractor(s) Government Contract Non-Management Direct Labor Loaded Rates in accordance with the prime's approved accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Award Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the respective Contract Year indirect rates in **Exhibit 7A** and Attachment B).
- In **Exhibit 1A** the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for each respective Government Contract Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded Government Contract Non-Management Direct Labor Rates from the Prime and all Subcontractors in the **Exhibit 2A** workbook. The Prime Offeror may modify **Exhibit 1A** to delete or add additional Subcontractor columns, if necessary.
- Using the respective Prime Offeror loadings specified at the top of **Exhibit 1A**, the Prime Offeror shall calculate and insert the "Sub Loaded Rate w/Prime Loading" rates for each Subcontractor by Government Contract Non-Management Direct Labor Category. For example, if the Subcontractor's Loaded Rate is \$100 and the Prime Offeror's bid loadings are G&A at 10% and Award Fee at 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be \$118.80 [ $(\$100 * 110\%) * 108\%$ ].
- For each Government Contract Non-Management Direct Labor Category in **Exhibit 1A** the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort must total 100% for each Government Contract Non-Management Direct Labor Category.
- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite Contract (Prime/Sub) Non-Management Loaded Rate for each and every Government Contract Non-Management Direct Labor Category in **Exhibit 1A**.
- The Total Composite Contract (Prime/Sub) Non-Management Loaded Rates in **Exhibit 1A** for each Government Contract Non-Management Direct Labor Category shall be multiplied against the respective Government estimated direct labor hours for each Government Non-Management Direct Labor category set forth in **Exhibit 1A** to derive the Total Government Non-Management Direct Labor Costs for each Category plus the overall Subtotal Government Non-Management Direct Labor Costs. THERE

**MUST** BE A COMPOSITE RATE TOTALING 100% FOR **EACH AND EVERY** GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CATEGORY IN **EXHIBIT 1A**. IN ADDITION, THE GOVERNMENT ESTIMATED NON-MANAGEMENT DIRECT LABOR HOURS PROVIDED FOR EACH LABOR CATEGORY IN **EXHIBIT 1A** SHALL **NOT** BE CHANGED.

- The labor hours in the Government Pricing Model are based on a 40-hour work week with no uncompensated overtime.
- The Prime Offeror shall then complete the OFFEROR CONTRACT MANAGEMENT/ADMINISTRATIVE COSTS Section of **Exhibit 1A** filling in all anticipated program management and administrative support required for this effort by Offeror (and/or subcontractor, if applicable) labor categories and hours (**Exhibit 2B**) in addition to any recurring other direct costs (ODCs) and/or cost estimating relationships (CERs)(**Exhibit 8**). The Prime Offeror shall then add all of the management and administrative proposed labor costs and recurring ODCs/CERs to derive the Subtotal Offeror Management/Administrative Costs.
- The Subtotal Government Non-Management Direct Labor Costs and the Subtotal Offeror Management/Administrative Costs in **Exhibit 1A** shall then be added together to derive the Grand Total Government Pricing Model for each exhibit. The Offeror shall complete **Exhibit 1B** Government Pricing Model Grand Total Summary. The Government Pricing Model (**Exhibit 1A**) and Government Pricing Model Grand Total Summary will be presented to the Source Selection Authority.

**(c) OFFEROR TO GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CONVERSION**

Offerors and **all** Subcontractors (regardless of dollar value) included in **Exhibit 1A** shall complete **Exhibits 2A – 2B** Offeror to Government Contract Non-Management Direct Labor Conversion. These exhibits show how the Offeror's and Subcontractors' individual direct labor categories/rates are proportioned and converted to the Government Contract Non-Management Direct Labor Categories/Rates. **Exhibit 2A** summarizes the unburdened direct labor rates, indirect rates, and fee rate used to derive **each** Loaded Government Contract Non-Management Direct Labor Category Rate used in **Exhibit 1A**. For each Government Contract Non-Management Direct Labor Category, if a composite rate is comprised of 2 labor categories, **the composite rate shall not contain any labor category with less than 40% of anticipated effort.** For each Government Contract Non-Management Direct Labor Category, if a composite rate is comprised of 3 or more labor categories, **the composite rate shall not contain any labor category with less than 30% of anticipated effort.**

Offerors and subcontractors shall complete a separate **Exhibit 2A** for each performance site (onsite, offsite, and manufacturing site) for which they are

providing Government Contract Non-management Direct Labor using the applicable bid rates for each site. When completing this form, Offerors must specify the applicable site (on-site, off-site, or manufacturing site) and provide rates only for those labor categories specified in Attachments 1A and 1B for the site indicated. (For instance, Offerors should only propose rates for the position of Detector Technician in the Exhibits designated “Off-site” and “Manufacturing Site” since no on-site hours are specified for this position.)” Also, the rates (direct and indirect) in Exhibits 2A and 2B must be consistent with those proposed in Attachment B.

**ANY OFFEROR PROPOSING TO USE THE INCUMBENT WORKFORCE MUST USE THE INCUMBENT LABOR RATES PROVIDED IN ENCLOSURE A FOR THOSE LABOR CATEGORIES FOR WHICH RATES ARE AVAILABLE IN DEVELOPING THE PROPOSED ESTIMATED COST. IF INCUMBENT LABOR RATES PROVIDED ARE ESCALATED, SPECIFY THE ESCALATION RATE USED AND PROVIDE A JUSTIFICATION.**

**FOR LABOR CATEGORIES FOR WHICH NO INCUMBENT LABOR RATES ARE AVAILABLE AND THOSE LABOR CATEGORIES TO BE FILLED WITH OTHER THAN INCUMBENT LABOR, PROVIDE THE BASIS OF ESTIMATE FOR THE RATES PROPOSED.**

(d) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit **Exhibit 2B**, Offeror Management and Administrative Labor, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 1A**. If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 1A** the respective Subcontractor shall also complete and submit **Exhibit 2B**. The Loaded Management/Administrative Bid Labor Rates derived in **Exhibit 2B** must match the Prime Offeror and/or Subcontractor Loaded Management/Administrative Labor Rates used in **Exhibit 1A**.

(e) INDIRECT RATES

For all indirect rates and factors, Offerors must provide: a narrative that contains a complete explanation of the bases that the rates and factors are being applied to in the cost proposal; and cost component data for each indirect rate proposed. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited.

(f) REPRESENTATIVE TASK ORDER (RTO) COSTS

Offeror shall complete **Exhibits 4 and 4A** for **RTO #3 ONLY** (**Exhibit 14**). In these exhibits, Offerors shall include all costs (direct labor, indirect costs, ODCs, and fee) associated with performing RTO. Offerors shall use the bid rates proposed in **Attachment B** for pricing the RTO.

In addition to the summary cost proposal exhibit for RTO, Offerors shall provide detailed back-up cost spreadsheets that include the following elements by month:

- Prime and, if proposed, significant subcontractor(s) labor, including labor hours, rates, and categories for personnel, for onsite, offsite and manufacturing site personnel (**Exhibit 4A**). A significant subcontractor is any subcontract exceeding 5% or more of the Government Pricing Model (GPM);
- Contract Program Management and Administrative Support costs; include and identify, if not included in indirect costs. **For the purposes of bidding, all contract level Management and Administration Costs shall be assumed offsite;**
- Indirect labor burden(s) (i.e. Overhead and Fringe Benefits (if separate pool)), for onsite, offsite and manufacturing site;
- Other Direct Costs (ODCs), including detailed breakout of materials, equipment, travel, computer services, subcontracts, and any other miscellaneous other direct costs (**Exhibit 4B, Exhibit 4C**);
- General & Administrative burden(s)
- Award Fee

(g) RTO SOURCE OF PERSONNEL  
**Reserved**

(h) BASIS OF ESTIMATES (BOE)

The BOE is for the RTO # 3 only. The Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of the RTO. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. At a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified

- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included. **For the purposes of bidding, all Management and Administration Costs shall be assumed offsite.**
- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontract following the above specified format.
- An explanation of how all materials, computer services, travel, equipment, and other direct costs were estimated. For the purposes of bidding RTO #3, offerors shall assume all Government software and respective hardware required to run that software are GFE.

BOEs for RTO #3 shall be submitted by both the Prime Offeror and all significant subcontractors and shall not exceed 20 pages inclusive of Prime and subcontractors in compliance with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

(i) **INDIRECT COST RATE INFORMATION**

(1) Contractor Fiscal Year to Contract Year Rate Conversion Exhibits

**Exhibit 7A** summarizes the Contractor’s rates for Overhead, G&A, and any “Other” indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor’s Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2** of **Attachment B**, Direct Labor and Indirect Rates Matrix.

(2) **Overhead Expense Schedule**

**Exhibit 7B** shows the details of the expenses in the overhead pools by contractor fiscal year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, “Fringe Benefit Pool”. The exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. The schedule also shows the conversion of the overhead rate from the contractor fiscal year to the contract year. If more than one overhead pool is proposed, a separate Exhibit 7B shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

## (3) G&amp;A Expense Schedule

**Exhibit 7C** shows the details of the expenses in the G&A pools by contractor fiscal year. The exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. The schedule also shows the conversion of the G&A rate from the contractor fiscal year to the contract year.

If more than one G&A pool is proposed, a separate Exhibit 7C shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

(j) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)

Offerors shall complete **Exhibit 8** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established cost estimating relationship in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used. A detailed explanation of the basis of application and estimating approaches and assumptions must be included in the cost proposal narrative and referenced in this Exhibit 8.

*If all recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.*

(k) PHASE-IN PLAN

Offerors shall propose the total estimated cost plus award fee associated with the 30-day phase-in period, which will be performed as a task order to the resulting contract. **Exhibit 9** shall be used to state the proposed cost for the phase-in, which is expected to commence on or about May 1, 2013.

(l) PRODUCTIVE WORK YEAR CALCULATIONS

**Exhibit 10** summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(m) FRINGE BENEFITS EXHIBITS

As addressed in the Mission Suitability Proposal instructions (Subfactor A), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibits 11A and Exhibit 11B**,

Fringe Benefit Chart. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories (**Exhibit 11A**) and one containing the average of fringe benefit information for all the non-exempt labor categories (**Exhibit 11B**).

(n) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 12A** and **12B** and provide the requested information necessary to contact appropriate audit authorities regarding the offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

3. Deviations/Exceptions (Cost Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

**L.18 PAST PERFORMANCE VOLUME (SEP 2010)**

An offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and/or complexity to the requirements of this acquisition.

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

(a) INFORMATION FROM THE OFFEROR

Prime offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$3M that your company has had within the last 5 years of the RFP release date.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$3M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$100M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$20M, the offeror shall

provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$2M (10% of \$20M) for that significant subcontractor.

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

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

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

Past performance information classified at the Collateral Confidential and/or Secret Level shall be: (1) submitted by the proposal due date; (2) segregated from the unclassified information and packaged separately in accordance with mailing procedures for classified documentation; and (3) referenced in the unclassified documentation. Evaluators desiring to submit past performance information at the Top Secret or Sensitive Compartmented Information (SCI) levels shall notify the Contracting Officer who will make arrangements for transmission.

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

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

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

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

In this example, an Offeror would provide the following:

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

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

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

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Information on any hardware or software failures or problems that resulted in or contributed to a mishap or mission failure.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).

- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as **Exhibit 13** to each of the above references to establish a record of past performance. The offeror and any proposed significant subcontractor(s) shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope, if submitted in hard copy. Alternatively questionnaires may be submitted electronically to the Contracting Officer by facsimile transmission or by email. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded. The offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
 Attn: Michelle McIntyre, Code 210.1  
 Bldg. 18 Rm. 131  
 Greenbelt, MD 20771  
 Telephone: 301-286-7985  
 FAX: 301-286-0247  
 Email: [Michelle.D.McIntyre@nasa.gov](mailto:Michelle.D.McIntyre@nasa.gov)

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

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

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

(End of provision)

## L.19 PROPOSAL MARKING AND DELIVERY (NOV 2012)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

### 1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 — Shipping and Receiving Dock  
Solicitation Number NNG11375927R  
Attn: Michelle D. McIntyre  
Building 25, Room N-040  
**PROPOSAL--DELIVER UNOPENED"**

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

### 2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 35, Goddard Space Flight Center, which must be accessed via the access road off of Good Luck Road and requires entry via the security guard gate. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 35 Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 35 Shipping and Receiving Dock after entering the Building 35 security gate. All deliveries are subject to GSFC Security screening.

### 3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

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

**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

If proposals are going to be delivered by a company employee or other individual that does not currently have badged access to Goddard Space Flight Center:

- a. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- b. If the Solicitation documentation is not provided or the proposal packages are not properly marked, the driver will not be allowed access to make the delivery. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

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.

(End of provision)

**[END OF SECTION L]**

## **SECTION M-EVALUATION FACTORS FOR AWARD**

### **M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY**

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

NONE

(End of text)

### **M.2 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL**

#### 1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply. The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

#### 2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

#### 3. Relative Order of Importance of Evaluation Factors

The Cost/Price factor is significantly less important than the combined importance of the Mission Suitability factor and the Past Performance factor. As individual factors, the Mission Suitability factor and the Cost factor are approximately equal and the Past Performance factor is less important.

(End of provision)

### **M.3 MISSION SUITABILITY FACTOR (MAR 2011)**

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of, or commitment to the requirements.

#### **1. Mission Suitability Subfactors and Description of Each Subfactor**

##### ***Subfactor A – Representative Task Orders***

The Government will evaluate the offeror's written task plans to ensure completeness, adequacy, and effectiveness. The Government will evaluate the technical approach, skill mix (labor categories and projected hours), Government interface, the flow of activities from start to completion (including time line), facilities and equipment, and any other information to determine the adequacy, reasonableness, and effectiveness of the offeror's plan. The Government will evaluate the staffing plan for adequacy and reasonableness. The Government will evaluate how the offeror intends to staff the Representative Task Orders and how the approach will allow the offeror to meet the requirements of the Representative Task Orders to determine adequacy and reasonableness. The Government will evaluate each plan to ensure the offeror has a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. The Government will evaluate any assumptions made in preparing a response to the representative task orders for reasonableness.

##### ***Subfactor B –Management Plan***

The Government will evaluate the offeror's approach for managing this IDIQ contract to ensure efficiency and effectiveness.

The Government will evaluate the offeror's risk assessment for adequacy and effectiveness of the approach to managing the risk, in terms of the probability of the risk, impact and severity, time-frame and rationale for risk acceptance or mitigation plan. The organization chart will be evaluated for adequacy. The Government will evaluate the organization chart for this program identifying all managerial positions by title to ensure adequacy and reasonableness. The Government will evaluate the detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management for adequacy and completeness. The Government will evaluate elements such as the span of control, degree of autonomy, lines of communication, and the Program Manager's authority to utilize and redirect subcontract resources to ensure the requirements of this contract will be met. The Government will evaluate the processes for resolving priority conflicts for resources and functions within the organization to ensure requirements will be met. All

interfaces with GSFC personnel and subcontractors will be evaluated for adequacy and reasonableness.

The offeror's plan for staffing, maintaining and augmenting a qualified workforce including Exhibit 5 will be evaluated based on the ability to meet contract needs in a timely manner. The offeror's ability to provide any necessary support to perform under the resultant contract, respond to critical requirements, and staff new requirements from existing resources and from outside sources will be evaluated for reasonableness and effectiveness.

The Government will evaluate proposed subcontractors, their interfaces to your organizational structure, and: 1) the basis for selection of the subcontractor, 2) the nature of the work to be performed by the subcontractor, 3) the benefits of these arrangements to the Government, and 4) methods of managing subcontractor performance, including plans for addressing any problems that arise as a result of poor and/or non-performance of subcontracted portions of the contract for reasonableness and adequacy.

The Government will evaluate the offeror's corporate resources for PC board fabrication and other manufacturing facilities, as well as equipment and management tools. Facilities and equipment proposed will be evaluated based on relevancy, capability, and available capacity. Manufacturing facilities will be evaluated for sufficient capacity during high volume work periods. Any proposed management tools will be evaluated regarding their applicability and potential value to the Government relative to the contract. Software design and analysis tools proposed will be evaluated for applicability and adequacy in meeting the requirements in the SOW and the potential cost impact to the Government for their use.

The Government will evaluate the offeror's phase-in approach for continuity and a smooth transition with the incumbent Contractor during the 30-day phase-in period including the efficiency of the offeror's plans for timely processing of the Personal Identity Verification (PIV) requirements. The Government will evaluate how clearly the phase-in plan demonstrates an ability to assume full contract responsibility by the end of the phase-in period. The Government will evaluate how the phase-in plan specifically addresses how ongoing work will be maintained, the proposed management organization, schedule, staffing plan, orientation and training of personnel. If proposed, the Government will evaluate for reasonableness, any assumptions or dependencies on the incumbent contractor. The Government will also evaluate the extent of involvement of NASA personnel during the 30-day phase-in period.

The Government will evaluate the offeror's management expertise and/or tools their firm brings to understanding and managing multiple tasks for contracts of this magnitude to ensure the requirements of this contract are met. The Government will evaluate the Offeror's processes for the ability to respond quickly and efficiently to the requirements of this procurement. The Government will evaluate the effectiveness of the offeror's proposed processes to manage concurrent task orders. The Government will evaluate the offerors approach to manage workload variability for effectiveness and efficiency. The Government will also evaluate the offerors approach to manage manpower fluctuations, meeting on-going day-to-day requirements; implementing non-recurring requirements; and techniques to be employed to assure cost effectiveness will be assessed for adequacy and benefits to the Government.

The Government will evaluate the offeror's non-technical position qualifications for reasonableness and adequacy in meeting the managerial requirements of an IDIQ contract of this scope and magnitude. The Government will evaluate the offeror's non-incumbent technical labor category position qualifications for comportment with the Government's minimum technical labor category requirements as specified in Exhibit 15.

The Government will evaluate the offeror's total compensation plan including fringe benefits in accordance with FAR 52.222-46, "Evaluation of Compensation for Professional Employees, to determine if it reflects a sound management approach and understanding of the contract requirements. The total compensation plan will be evaluated for the offeror's ability to provide uninterrupted high-quality work. The total compensation plan proposed will be evaluated for its expected impact on recruiting and retention, its realism, and its consistency with a total plan for compensation. Because of the possible effect on the offeror's ability to retain a competent workforce, a total compensation plan that is unrealistically low or not in reasonable relationship to the various labor categories, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

The Government will evaluate the adequacy of the offeror's plan for compliance with Attachment D: DD Form 254.

The offeror's Quality Assurance Plan will be evaluated for completeness and effectiveness. The offeror's plan to ensure compliance with quality standards and Clause E.5 will be evaluated. The offeror's procedures for implementing its' Quality Management System will be evaluated to ensure that the organization's methods are adequate. The offeror's methodology for continuous improvement, process performance measurements, and any other corporate process initiatives will be evaluated to determine if the offeror is continually evaluating its own performance to ensure quality services are provided.

The Government will evaluate the adequacy of the offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.

The offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The offeror's plan for handling hazardous materials identified in the Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance.

## 2. Evaluation Findings

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

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

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

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

*Strength* (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

*Significant Strength* (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

## 3. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	Points
Subfactor A—Representative Task Orders	500
Subfactor B—Management Plan	<u>500</u>
Total	1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any resource realism analysis.

(End of provision)

#### **M.4 COST/PRICE EVALUATION FACTOR**

The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of “cost realism analysis” and “probable cost”.

##### Overall Proposed Contract Cost (Government Pricing Model)

In Exhibit 1A (Government Pricing Model), the Government Contract Non-Management Direct Labor costs will be assessed for comportment with the incumbent labor rates provided in Enclosure A for those positions where incumbent labor is proposed. Rates proposed for incumbent labor that are lower than the rates provided in Enclosure A will be adjusted to reflect the Enclosure A rates.

Government Contract Non-Management Direct Labor positions identified as using other than incumbent labor and the Offeror Management/ Administrative Costs will be assessed for reasonableness and cost realism.

***In addition, the Government will assess any proposed recurring ODCs and/or CERs proposed in Exhibit 8 and the “Government’s Pricing Model” for evaluation of Total Contract Proposed and Probable Cost, as applicable.***

##### Representative Task Order (RTO)

Resource realism analysis will be performed on the resources proposed for Representative Task Order (RTO) #3 (e.g. labor hours, skill mix, ODCs, materials). See Section M.3 for additional information on the potential impact of the resource realism within the evaluation of the Mission Suitability Factor. The total proposed CPAF amount for the RTO **will not** be presented to the Source Selection Authority. A probable CPAF amount will not be developed and will not be presented to the Source Selection Authority.

##### Phase-In Price & Contract Direct Labor Loaded Rates and Recurring ODCs/CERs

The proposed phase-in cost will be evaluated for reasonableness. Also, the Government Contract Non-Management Direct Labor Loaded Rates proposed in Exhibits 2A; the Offeror Management/Administrative Loaded Labor rates in Exhibits 2B (labor, overhead, other indirects and fee); and recurring ODCs/CERs in Exhibit 8 will be evaluated for reasonableness.

Source Selection Authority

The following cost evaluation information will be presented to the Source Selection Authority (SSA):

- a. Total proposed and probable Government Pricing Model evaluated cost (Including proposed fee amount).
- b. The offeror's phase-in cost

(End of text)

**M.5 PAST PERFORMANCE EVALUATION FACTOR (NOV 2010)**

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum total cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

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

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size, content, and/or complexity of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least \$3M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$3M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 10% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform. If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size, content, and/or complexity. Content and/or

complexity are more important than size in the evaluation of relevance. The term “content” means the type of services, work, or supplies. The term “complexity” means the difficulty of the work or level of the skill mix required to complete the work. The Government may consider past quantities and periods of performance in evaluating overall relevance.

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

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

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

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

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

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

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

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

#### Very High Level of Confidence

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

(End of provision)

**[END OF SECTION M]**