

National Aeronautics and Space Administration
Goddard Space Flight Center
Greenbelt, MD 20771



Reply to Attn of: 210.2

February 19, 2014

TO: All Potential Offerors

SUBJECT: Request for Proposal (RFP) NNG14471034R for Leadership Development & Excellence in Management Services for Goddard Space Flight Center

You are invited to submit a proposal for NASA/Goddard Space Flight Center's (GSFC) Leadership Development & Excellence in Management Support Services (LDEM) procurement as described in Attachment A, Statement of Work, of the enclosed solicitation/model contract. The principal purpose of this requirement is to provide an integrated leadership development program for employees and other designated individuals of NASA GSFC.

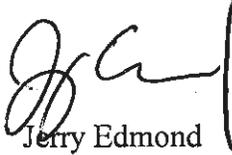
This procurement is a Women Owned Small Business Set Aside competition. The NAICS code is 611430 and the Size Standard is \$7M. This competitive procurement will result in a Firm Fixed Price (FFP), Indefinite Delivery, Indefinite Quantity (IDIQ) contract. This contract will have an effective ordering period of five years from the contract effective date. **The contract year 1 is anticipated to start on or about October 1, 2014.**

All documents related to this procurement, including this letter, the solicitation, Attachments, Exhibits, and any amendments is available over the World Wide Web through the NASA Home Page. The URL address for NASA business opportunities is http://prod.nais.nasa.gov/cgi-bin/nais/link_syp.cgi. Offerors are requested to periodically monitor the website for any potential updates.

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

Proposals in response to this solicitation are due no later than Thursday, March 20, 2014, 3:00 pm Eastern Standard time. Proposals received after this time will be treated as late in accordance with FAR 52.215-1, Instructions to Offers-Competitive Acquisitions. The proposal due date will not be extended based on routine issues or requests. Your proposal must be signed by an official authorized to bind the company and must contain a statement that the proposal is firm for at least 240 days from the date of initial submission.

Offerors are reminded that a **"Blackout"** for this procurement was distributed to all GSFC personnel concurrently with the release of the Final RFP to industry. Therefore, all communications pertaining to this procurement shall be directed to the Contract Specialist listed below. All questions pertaining to the RFP shall be submitted in writing, by mail, or electronically no later than March 10, 201. For questions regarding this RFP, please contact Mr. Daniel Adams via electronic mail at: daniel.adams@nasa.gov.

A handwritten signature in black ink, appearing to read 'J Edmond', is written over a horizontal line.

Jerry Edmond
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 57	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER NNG14471034R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER 4200471034
7. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Attn: Daniel Adams Code 210.P Greenbelt MD 20771	CODE GSFC	8. ADDRESS OFFER TO (If other than item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 1500 ES local time 03/19/2014
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Daniel J. Adams	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS daniel.adams@nasa.gov
		AREA CODE 301	NUMBER 286-3909	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by government)

18. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Jerry Edmond		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (Rev. 8-87)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNG14471034R

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>Leadership Development & Excellence in Management Office of Human Capital Management, NASA Goddard Space Flight Center</p> <p>INCO TERMS 2: DESTINATION Delivery Location Code: GSFC NASA/Goddard Space Flight Center 8800 Greenbelt Road Greenbelt MD 20771 USA</p> <p>FY13 LDEM Funding</p>				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (DEC 2013)

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
2	Task Plans	Section B GSFC 52.216-93 Section H NFS 1852.216-80	As Required in Clause	Electronically to the Contract Specialist or Contracting Officer
3	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91 HQ 52.223-91	Monthly/Quarterly Reports and As Required	NASA Incident Reporting Information System (IRIS)
4	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 HQ 52.204-98 Attachment B	10th Calendar Day of the Month As Required	Electronic Format/COR & Code 240
5	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
6	Service Contract Reporting	Section I FAR 52.204-15	As Required by FAR clause 52.204-15	As specified in Clause 52.204-15
7	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR clause 52.222-26	Electronic Format/CO & Code 120
8	Course Material	SOW Requirements	21 Calendar Days Prior to Start of Class	Electronic Format/COR
9	Evaluations and Reports	SOW Requirements	21 Calendar Days Prior to Start of Class	Electronic Format/COR

(End of clause)

B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIXED PRICE) (GSFC 52.216-92) (APR 2008)

- (a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$5,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$5,000,000.
- (b) All orders placed under this contract will be applied to the minimum and maximum specified above.
- (c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount.

(End of clause)

B.3 FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed price of this contract will Be Determined by Individual Task Orders.

(End of clause)

B.4 LIMITATION OF FUNDS (FIXED – PRICE CONTRACT (1852.232-77) (MAR 1989)

(a) Of the total price of items through TBD, the sum of \$ TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**B.5 SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE)/
FIRM-FIXED PRICING SCHEDULE**

(a) When the Government issues a request for a “task plan” in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall only use the Firm-Fixed Pricing Schedule identified below. Task Plan proposals must utilize the **not-to-exceed rates for pricing all task orders** contemplated or issued in accordance with the “Task Ordering Procedure” and “Supplemental Task Ordering Procedures” clauses of the contract. All Task Orders issued will be applied to the guaranteed minimum quantity and maximum quantity as provided in “Minimum/Maximum Amount of Supplies or Services” clause.

The Contractor shall not exceed the rates as specified below for pricing all task orders:

Firm-Fixed Pricing Schedule					
(Price per Student) For Each Contract Year (CY)					
Leadership Development & Excellence in Management (LDEM)	CY 1	CY 2	CY 3	CY 4	CY 5
LDEM A	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
LDEM B	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
LDEM C	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP
LDEM D	\$TBP	\$TBP	\$TBP	\$TBP	\$TBP

TBP = To Be Proposed

(End of Text)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GSFC 52.211-91 SCOPE OF WORK (AUG 2013)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract necessary to perform the work and to furnish the items specified in the LDEM Statement of Work incorporated in Section J as attachment A, Quality Assurance Plan (Section J, Attachment C), and task orders issued hereunder.

(End of clause)

NNG14471034R

SECTION D - PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES - FIXED-PRICE 52.246-4 (AUG 1996)

E.2 ACCEPTANCE—LOCATION(S) GSFC 52.246-93 (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Clause B.4 Deliverable Item No.	Location	Authorized Representative
Course Material	GSFC	Mike Marshall
Evaluations and Reports	GSFC	Mike Marshall

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

Acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 EFFECTIVE ORDERING PERIOD

The effective ordering period of this contract is five (5) years from the effective date of TBD the contract.

F.2 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s): NASA Goddard Space Flight Center, the Contractor's off-site facilities, and/or locations specified in Task Orders issued.

F.3 STOP-WORK ORDER 52.242-15 (AUG 1989)

F.4 GOVERNMENT DELAY OF WORK 52.242-17 (APR 1984)

F.5 F.O.B. DESTINATION 52.247-34 (Nov 1991)

F.6 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING GSFC 52.247-94 (NOV 2012)

Shipments of the items required under this contract shall be to:

Receiving Officer
Building 35
Code 279
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for:

Technical Officer: Mike Marshall Code: 114
Building: 1 Room: 229
Contract No. NNG13471034R
Item(s) No.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

**G.1 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, Contracting Officer's Representative (COR), and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this

contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in "not applicable".

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: None

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

____ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.2 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.3 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS GSFC 52.216-100 (SEP 2013)

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by NASA Goddard Space Flight Center unless otherwise indicated:

NASA/GSFC Contracting Officer

(End of clause)

G.4 INVOICES - SUBMISSION OF (GSFC 52.232-95) (AUG 2008)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the NASA Shared Services Center (NSSC), Financial Management Division (FMD) – Accounts Payable, Bldg 1111, C. Road, Stennis Space Center, MS 39529, Email: NSSC-AccountsPayable@nasa.gov. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDERING PROCEDURE 1852.216-80 (OCTOBER 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

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

H.3 SAFETY AND HEALTH (SHORT FORM) 1852.223-72 (APR 2002)

H.4 EXPORT LICENSES 1852.225-70 (FEB 2000)

a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

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

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

H.5 OBSERVANCE OF LEGAL HOLIDAYS 1852.242-72 (AUG 1992) ALT II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special

circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.6 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (APR 2013)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment B, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment B for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Representative (COR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update

the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.7 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR GSFC 52.204-100 (SEP 2013)

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [insert date of offer TBD] are hereby incorporated by reference in this resulting contract.

H.8 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES GSFC 52.211-95 (APR 2013)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the

Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements
<http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (16) NPR 3713.3, Anti-Harassment Procedures
- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety

- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System
(NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H.9 RIGHTS IN DATA (GSFC 52.227-99) (MAR 2008)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL as modified by NASA FAR Supplement 1852.227-14—Alternate II and Alternate III and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93.

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS. (JAN 2012)

I.2 52.203-3 GRATUITIES. (APR 1984)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2011)

I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (May 2011)

I.10 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I.11 52.204-9 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

I.12 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

I.14 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

I.15 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

I.16 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)

I.17 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I.18 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

I.19 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

I.20 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

I.21 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

I.22 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period established in Clause F.1 of this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.23 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$3,000,000.00
- (2) Any order for a combination of items in excess of \$5,000,000.00 or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.24 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 1 year of contract completion date.

(End of clause)

I.25 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)

I.26 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)

I.27 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC. 1996)

- I.28 52.222-3 CONVICT LABOR. (JUN 2003)**
- I.29 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- I.30 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- I.31 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**
- I.32 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**
- I.33 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**
- I.34 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- I.35 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**
- I.36 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)**
- I.37 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**
- I.38 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- I.39 52.223-10 WASTE REDUCTION PROGRAM. (May 2011)**
- I.40 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXTING WHILE DRIVING. (AUG 2011)**
- I.41 52.224-2 PRIVACY ACT (APR 1984)**
- I.42 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUNE 2008)**
- I.43 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**
- I.44 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**
- I.45 52.227-3 PATENT INDEMNITY. (APR 1984)**
- I.46 RIGHTS IN DATA—GENERAL (DEC 2007) AS MODIFIED BY NFS ALT II AND ALT III**
- I.47 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**

- I.48 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2013)**
- I.49 52.232-1 PAYMENTS. (APR 1984)**
- I.50 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**
- I.51 52.232-11 EXTRAS. (APR 1984)**
- I.52 52.232-17 INTEREST. (OCT 2010)**
- I.53 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**
- I.54 52.232-25 PROMPT PAYMENT. (OCT 2008)**
- I.55 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.56 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**
- I.57 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**
- I.58 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**
- I.59 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**
- I.60 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.61 52.242-13 BANKRUPTCY (JUL 1995)**
- I.62 52.243-1 CHANGES - FIXED PRICE (AUG 1987)**
- I.63 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)**
- I.64 52.204-15SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)**
- I.65 RESERVED**
- I.66 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**
- I.67 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**
- I.68 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**

I.69 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.70 1852.219-77 NASA MENTOR-PROTEGE PROGRAM. (MAY 1999)

I.71 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

I.72 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

**I.73 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION. (JUN 2007)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size

standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code _____ assigned to contract number _____. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

I.74 52.219-30 NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (APR 2012)

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

“WOSB Program Repository” means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB

concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement*. A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for—

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the Central Contractor Registration (CCR) database and the Online Representations and Certifications Application (ORCA) as a WOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions-

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) *Nonmanufacturer*. A WOSB concern eligible under the WOSB Program that is a non-manufacturer, as defined in 13 CFR 121.406(b) or 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

(End of clause)

I.75 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS. DEVIATION (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.76 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.77 OMBUDSMAN 1852.215-84 (NOV 2011) ALTERNATE I (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict

confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

1.78 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically

disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

1.79 RESTRICTION ON FUNDING ACTIVITY WITH CHINA 1852.225-71 (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or

Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.80 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive,

NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

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

J.1 LIST OF ATTACHMENTS

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

	Document Title	Date	Page numbers
Attachment A	SOW	8/1/2013	5
Attachment B	Personal Identify Verification (PIV) Card Issuance Procedures	5/2013	5
Attachment C	Quality Assurance Plan	TBP	TBP

(End of Clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.

(2) The small business size standard is 7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or

include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) ~~52.222-52~~, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) ~~52.223-9~~, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (vi) ~~52.227-6~~, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) ~~52.227-15~~, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR ~~4.1201~~); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

K.2 1852.209-72 COMPOSITION OF THE CONTRACTOR (DEC 1988)

K.3 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

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

(b) The offeror represents that

(1) It is is not a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.4 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION 1852.225-72 (FEB 2012)

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

EVALUATION FACTORS FOR AWARD

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

CLAUSE NUMBER	CLAUSE TITLE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APRIL 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY. (APRIL 1991)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

L.2 52.216-1 TYPE OF CONTRACT. (APR 1984)

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

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

NASA Goddard Space Flight Center
 Attention: Jerry Edmond
 GSFC Mail Code 210.7
 Greenbelt, MD 20771

(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.4 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:

NASA Headquarters
Assistant Administrator for Procurement
300 E. Street SW
NASA Code H
Washington, DC 20546-0001

(End of provision)

L.5 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Daniel Adams
Email: daniel.adams@nasa.gov

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

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

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

(End of provision)

L.6 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (APR 2012)

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. 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.

(a) PROPOSAL FORMAT AND ORGANIZATION

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

Volume	Title	Copies
I	Offer Volume	Original plus 2 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 4 Hard Copies and two electronic copies
III	Price Volume	Original plus 4 Hard Copies, and two electronic copies
IV	Past Performance Volume	Original plus 4 Hard Copies and two electronic copies

(2) RESERVED

(3) 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.

(4) 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. Price proposal 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.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of this solicitation, which will be evaluated in accordance with Section M. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) 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.

Proposal Component	Page Limitations	No. of Hard Copies	No. of CD or USB Flash Drive Copies
Offer Volume I	Excluded	2	2
Mission Suitability Volume II	45 pages*	4	2
a) Quality Assurance Plan	10 Pages*		
(b) Cover Page, Indices, Table of Content, List of Acronyms, Dividers/Tabs	Excluded		
Price Volume III	Excluded	4	2
Past Performance Volume IV	Mixed	4	2
(a) Information from the Offeror	25 Pages*		
(b) Cover Page, Indices, Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms	Excluded		

*The Offeror shall not exceed the specified page limitation.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. 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.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

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

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

(f) Referencing outside material (e.g., via a link to a website) is prohibited; this prohibition applies to all volumes of proposals submitted under this solicitation. All information found at such referenced locations will not be considered in the evaluation of proposals and the selection of a successful Offeror.

(End of provision)

L.11 OFFER VOLUME (APR 2012)

(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 via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> 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, phone numbers, and email addresses 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) 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).

(2) 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).

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.

Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

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.

(End of Provision)

L.12 RESERVED

L.13 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE)

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Instructions

1. General Instructions

The Mission Suitability Proposal must 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 is able 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.

Each Offeror is advised that the Government may also include selected implementation approaches from its proposal (i.e., proposed approaches meeting or exceeding the requirements)

2. Mission Suitability Instructions

The offeror's technical approach must demonstrate an understanding of the requirements, delineating the techniques and procedures that will be used to satisfy the requirements in a quality, timely, and cost effective manner. The technical approach shall address each functional element in the Statement of Work in enough detail to clearly and fully demonstrate that the Offeror understands the requirements and the inherent challenges and risks associated with the fulfilling the objectives of the Statement of Work.

The Offeror shall define its approach to fulfilling the competencies models identified in the Statement of Work. The offeror shall provide a high-level overview of how these competencies are addressed in the following program elements: workshops; individual, group/team, intact work team, and/or facilitated peer coaching; individual participant learning and practices, e.g., reading and reflection, for each program; group/team learning, practices, and/or action learning, for each program; assessments of participants, i.e., 360 assessments; mentoring by a formally designated government-provided mentor; and other learning modalities and methodologies utilized in the design.

For each cohort workshop, for all four Programs A through D, the Offeror shall describe the key learning objectives and workshop outcomes in bullet form only.

The Offeror shall describe its technical approach to meeting the requirement for integrating the learning across all four Programs A through D and how the learning that occurred during preceding programs is expanded upon in subsequent programs. For all of the following skills, the Offeror shall describe its technical approach for satisfying the requirement for an integrated learning progression – across all four programs:

- Problem Solving and Decision Making
- Leadership Presence
- Emotional Intelligence
- Team Development
- Leading Change and Transition
- Diversity and Inclusion

The Offeror shall describe how the overall program approach will be innovative, incorporate industry best-practices, and have direct application for the GSFC workforce.

The Offeror shall describe their management approach towards accomplishing all of the requirements of the SOW. The description shall include the management policies, procedures and techniques to efficiently manage the proposed work.

Each offeror is advised that the Government may also include selected implementation approaches from its proposal (i.e., proposed approaches to meeting or exceeding the requirements) in the contract.

The Offeror shall submit a Quality Assurance Plan that describes the quality assurance concepts and principles to be implemented and used in support of the Contract. The

Offeror's discussion concerning its quality assurance process should demonstrate how it will ensure consistent high quality work, identify problems and improve processes. The Offeror shall include a thorough discussion of the qualifications of the individual employees, supervisors, and management responsible for performing the quality inspections and the extent of their authority. The Offeror's methodology for continuous improvement, performance measurements, and any other corporate process initiatives shall be identified to determine if the Offeror is continually evaluating its own performance to ensure quality services are provided.

(End of text)

L. 14 PRICE VOLUME

The Offeror shall submit its most competitive offer. Final monetary extensions in the price proposal may be expressed as the closest whole dollar amount, with cents omitted. The Offeror shall include any deviations/exceptions to the contract terms and conditions or RFP instructions.

Offeror shall complete **Exhibit 1** and provide a price per student for each of the LDEM programs (A-D). The price per student shall be consistent with the price per student provided under Contract clause B.5 entitled "**SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE)**". Exhibit 1 covers all years under the contract ordering period.

(End of provision)

L.15 PAST PERFORMANCE VOLUME (MAR 2012)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content 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 \$500,000 that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) 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.

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For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$150,000. 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 \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$640,000 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, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) 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.

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.
- 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 2 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the 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: Daniel Adams, Code 210.P
Bldg. 22, Rm. C255
Greenbelt, MD 20771
Telephone: 301-286-3909
FAX: 301-286-2226

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)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014)

(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 provision)

M.2 SOURCE SELECTION AND EVALUATION FACTORS – GENERAL (JUL 2009)

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 not 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.

1. Evaluation Factors

The evaluation factors are Mission Suitability, Price, 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.

2. Relative Order of Importance of evaluation factors and Mission Suitability

The Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As Individual factors, the Past Performance is less important than the Mission Suitability Factor but more important than the Price Factor.

M.3 MISSION SUITABILITY FACTOR (JUN 2012)

Each Offeror is advised that the Government may also include selected implementation approaches from its proposal (i.e., proposed approaches meeting or exceeding the requirements)

1. Proposals will be evaluated against the requirement specified in this solicitation.

The offeror's technical approach will be evaluated on the completeness of its understanding of the requirements, and of its delineation of the techniques and procedures that will be used to satisfy the requirements in a quality, timely, and cost effective manner. The government will evaluate the comprehensiveness of the technical approach in how it addresses each functional element in the Statement of Work in enough detail to clearly and fully demonstrates that the Offeror understands the requirements and the inherent challenges and risks associated with the fulfilling the objectives of the Statement of Work.

The Government will evaluate the reasonableness of the Offeror's approach to fulfilling the competencies models identified in the Statement of Work. The Offeror's high-level overview of these competencies will be evaluated for completeness in how they are addressed in the following program elements: workshops; individual, group/team, intact work team, and/or facilitated peer coaching; individual participant learning and practices, e.g., reading and reflection, for each program; group/team learning, practices, and/or action learning, for each program; assessments of participants, i.e., 360 assessments; mentoring by a formally designated government-provided mentor; and other learning modalities and methodologies* utilized in the design.

For each cohort workshop, for all four Programs A through D, the government will evaluate the reasonableness and comprehensiveness of the Offeror's description of the key learning objectives and workshop outcomes in bullet form. The government will evaluate the completeness of the Offeror's description of its technical approach to meeting the requirement for integrating the learning across all four Programs A through D and how the learning that occurred during predecessor programs is expanded upon in subsequent programs. The government will evaluate the completeness of the Offeror's technical approach for satisfying the requirement for an integrated learning progression – across all four programs--for all of the following skills:

- Problem Solving and Decision Making
- Leadership Presence

- Emotional Intelligence
- Team Development
- Leading Change and Transition
- Diversity and Inclusion

The Government will also evaluate the reasonableness and technical proficiency of the Offeror's approach to being innovative, incorporating industry best-practices, and having direct application for the GSFC workforce.

The Offeror's management approach will be evaluated for completeness, clarity, flexibility, effectiveness, and efficiency to accomplish all SOW requirements. Offerors description of its management policies, procedures and techniques to efficiently manage the proposed work will be evaluated for thoroughness.

The Government will evaluate the Offeror's Quality Assurance Plan for comprehensiveness and effectiveness in ensuring quality assurance concepts and principles are implemented and used throughout the Contract. The Offeror's discussion concerning its quality assurance process will be evaluated for effectiveness in ensuring consistent high quality work, identifying problems and improving processes. The Offeror's discussion concerning the qualifications of the individual employees, supervisors, and management responsible for performing the quality inspections, and the extent of their authority will be evaluated for reasonableness. The Offeror's methodology for continuous improvement, performance measurements, and any other corporate process initiatives will be evaluated to determine how adequately and effectively the Offeror is continually evaluating its own performance to ensure quality services are provided.

(End of text)

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. Scoring

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

M.3 PRICE EVALUATION FACTOR

This is a firm fixed price acquisition.

A price analysis will be conducted in accordance with FAR 15.305(a)(1). Price analysis is described at FAR 15.404-1(b). This analysis is done to ensure that a "fair and reasonable" price is paid by the Government. However, the analysis is not intended to be protective of the offeror.

Each proposed price per student for LDEM A through D will be assessed for reasonableness.

The Total (CY1 - CY5) under Exhibit 1 will be presented to the Selecting Official as well as any price risk associated with the Offeror's proposal.

(End of text)

M.4 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)

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

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minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “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 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 and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$500,000

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 \$150,000.

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 and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

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

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries

with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

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

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

The Government will consider an 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 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)

**Statement of Work Leadership Development & Excellence in Management
Office of Human Capital Management, NASA Goddard Space Flight Center**

1. Background

In 2006, Goddard Space Flight Center's (GSFC) Office of Human Capital Management (OHCM) sponsored a Leadership Evaluation Survey to examine both in-house and external leadership development programs and leadership training courses/workshops. This survey evaluated the programs against GSFC's five-tier Leadership Framework that differentiates between levels of human systems. The five levels referenced were Self, Interpersonal, Group, Organization, and Environment. This survey indicated that GSFC was doing very well at the Self, Interpersonal, and Group levels, and not as well at the Organization and Environment levels. This survey also identified the need to integrate into our leadership development process a solid understanding of NASA's political environment, as well as its budgetary, human capital, resources, and financial processes. The survey results also indicated that GSFC employees, including supervisors and managers, believe that internal GSFC leadership programs offered the greatest value and return on investment. At the same time, the survey determined that employees were unclear about the full array of leadership programs and courses/workshops available and how they related to each other. Consequently, they were unable to determine when to attend which course/workshop or program. Last, this survey found that cohort [group] learning, coupled with a strong emphasis on continuous learning, is very effective in developing leaders.

2. Purpose

This Statement of Work (SOW) is to procure services to design and deliver an integrated leadership development program for employees and other designated individuals of NASA GSFC. The program shall be delivered to civil servant employees focusing on a cohort design to facilitate the creation of synergistic networks that further strengthen cross-organizational integration, cooperation, and success. The program shall help to create a cadre of dedicated leaders fully capable of supporting GSFC's mission. Participants in the program shall gain the habits necessary to embody continued personal, professional, and career growth. This program shall help to establish a learning community capable of mutual support, encouragement and feedback. The program shall contain a comprehensive evaluation strategy that is holistic in nature including post-program components.

3. Scope of Work

The contractor shall design, implement & deliver the Leadership Development & Excellence in Management (LDEM) integrated program components, as described below:

The program shall be designed with the philosophy that everybody is a leader and everyone has the opportunity to lead. GSFC's dynamic environment requires that people at all levels of the organization step up as leaders. A critical element of leadership is influence therefore all employees can influence others no matter where they are in the organization. Leaders influence both the mood and context of the organization. It is recognized that successful leaders take

responsibility for their own learning and their own actions. Leadership is a developmental process that is ongoing and learned in all aspects of the workplace. The principles of adult learning must be addressed as part of the methodology of the program design.

Component A: Leading Self/Self Awareness

Component A shall be designed for employees from all skill groups whose main focus is on self-leadership in whatever context they work. With the understanding that emotional intelligence (EQ) is the foundation to effective performance in the workplace, participants shall learn new distinctions and build skills at the self and interpersonal levels. This program shall help employees clarify their career goals and cultivate the self-awareness and self-management skills to effectively pursue these goals.

Component B: Leading Groups & Teams

Component B shall be designed for employees at the journey-level of their career whose job requires that they chair and/or participate on teams. Participants shall continue building their skills at the self and interpersonal levels, while learning and practicing new skills that focus on the group/team and higher organizational levels. Component B participants shall stretch their comfort zones, experience significant personal growth, and learn and practice key skills involved in leading people and managing work within an organizational context.

Component C: Leading Organizations

Component C shall focus principally on supervisors and managers at the Branch, Office, and Division levels who enable others to do the organization's work. Component C participants shall continue to build their leadership skills at the self, interpersonal, and group levels. However, participants shall focus especially on becoming effective leaders at the organization level, i.e., enhancing their ability to work within and across functions to lead people and manage change and transition.

Component D: Leading Change

Participants in Component D are transitioning from leading a single organization to leading subordinates who lead organizations. These individuals are typically at the GS 15 and Senior Executive Service (SES) levels—all senior level leaders. They lead indirectly, i.e., influence organizational outcomes through the quality of relationships they build with, and the leadership expertise they develop in, subordinate managers. Doing so requires the skill to mentor subordinates in self, interpersonal, group, and organization level skills. Effective leadership at this level requires an advanced understanding of the organization's structure, complex interrelationships, as well as formal and informal ways of accomplishing work. Leaders of leaders play a prominent role in facilitating GSFC's relationship with external partners, customers, and stakeholders. This level of leader requires a high degree of political savvy to successfully navigate within NASA and the outside world.

Components A-D shall include an array of integrated learning experiences such as, but not limited to the following:

- Workshops with their cohort group (*expected in program components A through C*).

- Coaching – Coaches to be provided by GSFC (*expected in all program components A through C*).
- Individual learning and reflection (*expected in all program components A through C*).
- Team projects, learning, reflection and support.
- Application of learning in a real work setting (*expected in all program components A through C*).
- 360 assessment feedback (*expected in all program components A through C*).
- Mentoring (*expected in all program components A through C*).
- Shadowing.
- Continuous Learning through optional creative learning group mini-workshops.
- Core learning teams (*expected in all program components A through C*).
- Journaling and reflective practices (*expected in all program components A through C*).
- Peer to peer feedback.
- Leadership action plans.
- Flexibility in integrating internal resources and activities such as GSFC leadership panels, leadership colloquia, and case studies (*expected in all program components A through C*).
- Group/team learning practices and/or action learning (*expected in all program components A through C*).

4. Leadership Competency Models

The contractor shall incorporate in the program design both the GSFC and NASA Leadership Competency Models, with the primary focus on leadership competencies. The GSFC Competency Model was developed to be consistent with the NASA Leadership Competency Model and the SES Seven Factors while still being simple enough to be widely shared and applied in all leadership selection and leadership development activities at GSFC. The NASA model contains both leadership and management competencies. The GSFC Leadership Model focuses principally, although not exclusively, on leadership competencies. While leadership and management functions are interconnected, GSFC believes there is a strong case for emphasizing *leadership* in our Center-wide leadership development programs, as well as those management skills that are common to both leadership and management, e.g., delegating authority.

Goddard Leadership Competencies

Self

- Cognitive Skills
 - Critical Thinking
 - Problem Solving and Decision Making
 - Strategic Thinking
 - Creativity and Innovation
- Self-Awareness and Emotional Intelligence
- Personal Capabilities and Characteristics
 - Adaptability/Flexibility

- Integrity, Honesty, and Trustworthiness
- Resiliency
- Self-Development
- Leadership Presence
- Diversity with Inclusion

Interpersonal

- Relating to Others
 - Communication
 - Building Supportive Relationships
 - Trust Building
 - Emotional Intelligence
 - Influence and Negotiation
 - Conflict Management
- Diversity with Inclusion

Group

- Group Dynamics
- Diversity with Inclusion
- Facilitates Effective Decision-Making
- Workgroup Leadership
- Team Development

Organization

- Leading People
- Leading Change and Transition
- Leading and Managing Work
- Organizational Awareness and Relationships
- Organizational Culture
- Diversity with Inclusion
- Organizational Learning

Environment

- External Awareness
- Strategic Leadership
- Business Development
- Stakeholder and Partner Relationships

NASA Leadership Competency Models (role based)

- Influence Leader
- Team Leader
- Manager
- Executive

Specific information on the NASA Leadership Competency Models is available at:
<http://leadership.nasa.gov/Model/Overview.htm>.

5. Special Provisions

GSFC maintains ownership of all LDEM programs and associated tools, systems, processes and materials.

The Contracting Officer Representative (COR) shall have the option to assign appropriate designee(s) to sit-in and participate as an observer in the training session in addition to the participants.

6. Deliverables

Design, delivery and evaluation of LDEM A, B, C, and D as required. The LDEM program will need to evolve over the course of the contract based on participant feedback and programmatic evaluations. The contractor shall deliver workshops based on agreed-upon designs and at the program level requested during each year of the contract. The contractor shall provide reports after each workshop and at the end of each individual program.

All course materials shall be made available to the COR for review at least 21 calendar days prior to the start of any workshop.

Accessibility Requirements:

- Course materials shall be sent in accessible, electronic form at least 21 calendar days prior to the start of class to be available for any students requiring accommodations.
- For any videos used, closed captioning shall be available, as well as descriptive electronic transcripts
- Activities shall be designed to be inclusive and engaging to all participants.
- For additional guidance, please refer to the Final approved Statement on Accessibility for Training Contracts in the e-library.

Contractor shall prepare, print and bind course materials for participants.

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel. FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

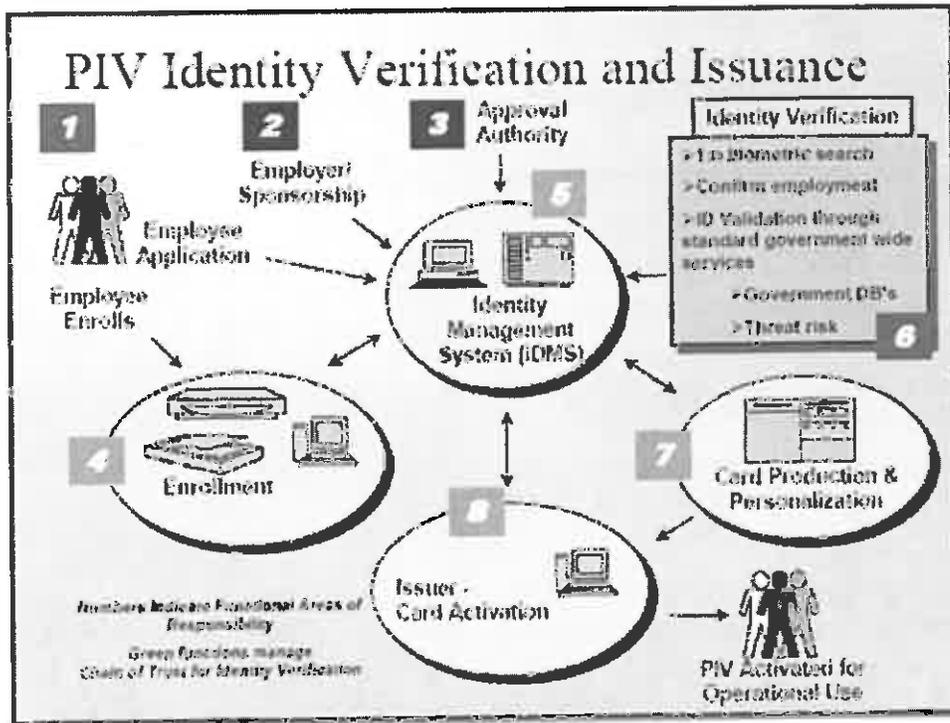


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane)

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Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, **MAY NOT BE USED** for the original issuance of a PIV vetted credential

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Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the

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NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

ATTACHMENT C

**GOVERNMENT QUALITY ASSURANCE
SURVEILLANCE PLAN**

**LEADERSHIP DEVELOPMENT & EXCELLENCE
IN MANAGEMENT SERVICES**

NNG14471034R

QUALITY ASSURANCE SURVEILLANCE PLAN

LEADERSHIP DEVELOPMENT & EXCELLENCE IN MANAGEMENT SERVICES

1.0 INTRODUCTION

1.1 Purpose

This Quality Assurance Surveillance Plan (QASP) has been developed to provide NASA/Goddard Space Flight Center (GSFC) an effective and systematic surveillance method to monitor contractor performance on NNG14471034R. The contract provides Leadership Development & Excellence in Management services.

1.2 Scope

This QASP has been developed to evaluate contractor actions while implementing the Attachment A- Statement of Work (SOW). It is designed to provide an effective surveillance method of monitoring contractor performance in accordance with the SOW. The QASP provides a systematic method to evaluate the services the contractor is required to furnish. The contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract.

The role of the Government's quality assurance is to ensure contract standards are achieved. In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

2.0 FORMS OF SURVEILLANCE

Surveillance Strategy Definitions

Insight

Insight is an assurance process that uses performance requirements and if definable, performance metrics to ensure process capability, product quality and end-item effectiveness. Insight relies on gathering a minimum set of product or process data that provides adequate visibility into the integrity of the product or process. The data may be acquired from Contractor records, usually in a non-intrusive parallel method.

Insight as applied to this contract will result in lower levels of Government surveillance and allow the Contractor to assume increased responsibility and accountability for the integrity of processes. Insight will rely heavily on evaluating planned contract deliverables, performance standards, and existing Contractor procedures and working documents, if available.

Oversight

Oversight as applied to this contract will result in higher levels of Government surveillance. The Government will gather information pertaining to the Contractor's process through involvement and/or inspection in the process and will monitor the process itself. The Government's involvement in the Contractor's performance, through oversight, will be determined necessary by the Contracting Officer's Representative.

GSFC will strive to use an insight-driven surveillance approach through the performance period of Contract NNG11471034R.

The Government may use a variety of surveillance methods to evaluate the contractor's performance. Leadership Development & Excellence in Management services contract surveillance shall utilize the following forms of surveillance:

All surveillance activities will be implemented using NASA and contractor support personnel, a delegated agency (e.g., Defense Contract Management Agency (DCMA)), and/or a surveillance support). The surveillance team may be composed of:

- a. GSFC Program personnel (i.e., Contracting Officer's Representative (COR) and Technical Monitor(s), if applicable)
- b. GSFC Safety & Health personnel (Code 350)
- c. Contracting Officer (CO)

2.1 Communications

- Quarterly Performance reviews
- Electronic mail
- Informal Discussions
- Other communication methods, as required

2.2 Evaluation and Reporting

- QuaterlyReports
- Monthly Contractor performance metrics
- Inspection of deliverable items

2.3 Work Review and Performance Monitoring

The Government will evaluate the Contractor's accomplishment of the technical objectives through the following:

- Quarterly meetings with the Contractor to review progress and identify problems.
- Preparation and submission of Contractor Performance Annual Reporting System (CPARS) reports.
- Conduct inspection and acceptance of the contractor's deliverable items.
- Review Contractor's safety procedures and performance.
- Validate that Contractor is performing according to the required contractual plans (e.g. testing, integration, quality assurance, etc.) by physical inspection, review of submitted reports, and meetings with the contract manager.

2.4 Record Keeping and Documentation

The COR is responsible for maintaining accurate and complete records of the contractor's performance. The COR is responsible for collecting the performance evaluation documentation and maintaining any other material that reflects the quality of the Contractor performance. Even though the Contractor is responsible for ensuring performance compliance under their Quality Control requirements, the Government will give the Contractor prompt notice of defects observed by the COR. This does not imply that the Government is obligated to carry out quality control inspections for the Contractor, but that on discovering a problem, the Government will inform the Contractor in detail of the incident. COR will keep CO informed of any issues brought to the attention of the contractor by the COR.

If performance issues arise, they will be discussed immediately between the CO, COR, and Contractor. Action plans will be developed and resolutions tracked for closure by the Contractor and Government.

During the course of the contract, the COR shall retain a copy of all surveillance documentation. At the end of the surveillance period, these records shall be forwarded to the Contracting Officer for inclusion in the contract file. However, when a specific service or deliverable item becomes unsatisfactory during a surveillance period, a copy of the documentation supporting the unsatisfactory performance shall be forwarded to the Contracting Officer for action between the Government (CO and COR) and Contractor.

2.5 Contract Administration

Contractor maintains effective communication within its own organization, including subcontractors. Problems, technical issues, and programmatic changes are promptly communicated to all concerned. Prime contractor communication with subcontractors is seamless and transparent to the customer.

3.0 CRITERIA FOR EVALUATING PERFORMANCE

The Contractor's performance in all of the areas listed above will be monitored to assure that ineffective or wasteful methods are not being used. The COR will submit annual CPARS information of the surveillance activities to the CO. The surveillance report will be incorporated in the CPARS reports that are prepared annually and become a part of the Past Performance Information Retrieval System (PPIRS). In the event of a finding that will require immediate attention, the COR will notify the Contracting Officer of the situation for necessary action. The Contractor will be required to submit a written response and any corrective action steps needed.

4.0 SUMMARY

This Surveillance Plan describes the approach GSFC intends to use to monitor the Leadership Development & Excellence in Management services contract and assure that the Contractor performs in accordance with the terms and conditions of the contract. GSFC anticipates using an insight surveillance approach. The goal is to balance the level of Government surveillance with the perceived impacts and risks of mission failure.

Contracting Officer's Representative Signature

Contracting Officer Signature

LDEM Price Exhibit 1

Description	CY 1	Number of participants	TOTAL	Description	CY 2	Number of participants	TOTAL	Description	CY 3	Number of participants	TOTAL
LDEM A		100	\$ -	LDEM A		100	\$ -	LDEM A		100	\$ -
LDEM B		75	\$ -	LDEM B		75	\$ -	LDEM B		75	\$ -
LDEM C		55	\$ -	LDEM C		55	\$ -	LDEM C		55	\$ -
LDEM D		15	\$ -	LDEM D		15	\$ -	LDEM D		15	\$ -
Total CY 1			\$ -	Total CY 2			\$ -	Total CY 3			\$ -

Description	CY 4	Number of participants	TOTAL	Description	CY 5	Number of participants	TOTAL
LDEM A		100	\$ -	LDEM A		100	\$ -
LDEM B		75	\$ -	LDEM B		75	\$ -
LDEM C		55	\$ -	LDEM C		55	\$ -
LDEM D		15	\$ -	LDEM D		15	\$ -
Total CY 4			\$ -	Total CY 5			\$ -

Total (CY1 - CY5)	\$ -
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Exhibit 2

Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS

(Updated September, 2010)

Sections I through III provide for contract-related descriptive information and identification of the evaluator.

Section IV lists the major work elements within our Statement of Work (SOW). Please provide your assessment of the “relevant experience” and “performance” associated with our SOW evidenced within the contract for which you are a reference. Your assessment of the relevancy should reflect the fact that the principal purpose of our contract is to provide Office of Human Capital Management Professional Services.

“**Significant Experience**” means that a full range of services was routinely performed by the contractor under the associated SOW element. “**Moderate Experience**” describes a contractor who has experience in several aspects of a work element even though the experience may not have been on a continuous basis or directly related to the purpose of our contract. “**Minimal Experience/Did not Perform**” means that, although at least some aspects of the work may have been performed, such performance was limited in scope or frequency, or the work element was not performed under the contract.

Section V evaluates the contractor’s technical, schedule, and cost performance and management. (Additional pages may be used for comments if desired). It is very important to keep in mind that only performance in the *past 5 years* is relevant. If you cannot answer any questions, please circle “N/R” for Not Rated.

The following definitions are offered for your use in assigning a performance rating for each of the factors in Sections IV and V:

Very High (VH)	The Offeror’s relevant past performance is of exceptional merit ; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance.
High (H)	The Offeror’s relevant past performance demonstrates 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.
Moderate (M)	The Offeror’s relevant past performance t demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance.
Low (L)	The Offeror’s relevant past performance meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance.
Very Low (VL)	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.
N/R	Not Rated

Section VI provides for evaluation of the contractor’s management of cost and award/incentive fee history.

RETURN THIS QUESTIONNAIRE TO
BY **TBD**.

NASA Goddard Space Flight Center
Attn: Daniel Adams , Code 210.P
Greenbelt, MD 20771
Phone: 301-286-3909 FAX: 301-286-2226
e-mail:daniel.adams@nasa.gov

PAST PERFORMANCE QUESTIONNAIRE**I. Contract Information**

- A. Name of Company/Division Being Evaluated: _____
- B. Address: _____
- C. Contractor Cage Code and/or DUNS number _____
- D. Contract Number: _____
- E. Contract Type: _____
- F. Period of Performance (including options): From: _____ To: _____
- G. Total Contract Value: _____
- H. Award Information: Competitive: Yes ___ No ___
 Basis of Selection: Technical ___ Cost/Price ___
 Other (specify) _____

II. Description of Contract

Briefly describe the services provided under this contract:

During the contract performance being evaluated, this firm was the:

Prime Contractor ___ Significant Subcontractor ___ Team Member ___
 Other (describe) _____

Does a corporate or business relationship exist between the firm being evaluated and your organization?

Yes ___ No ___. If yes, please describe: _____

III. Evaluator Information

Name: _____
 Title: _____
 Agency/Company: _____
 Address: _____
 Phone: _____ Date Questionnaire Completed: _____
 Role in Program/Contract: _____
 Length of Involvement in this Program/ Contract: _____

Exhibit 2: Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE

IV. SOW Survey: Relevant Experience and Performance Ratings: Please check the appropriate blocks for both Relevance (Significant, Moderate, Minimal/Did Not Perform) and the Performance (VH, H, M, L, VL, N/R) for each SOW Element Listed below (see page 1 definitions and instructions).

SOW ELEMENT	SIGNIFICANT	MODERATE	MINIMAL/ DID NOT PERFORM	PERFORMANCE RATING (Please circle)					
				VH	H	M	L	VL	N/R
Provide program management support to ensure success completion of tasks				VH	H	M	L	VL	N/R
Ability to exercise management actions to achieve and sustain a high level of productivity				VH	H	M	L	VL	N/R
Effectiveness of delivering a leadership workshop				VH	H	M	L	VL	N/R
Ability to design/redesign training products and services				VH	H	M	L	VL	N/R
Ability to incorporate current leadership research and/or industry best practices into workshops delivered.				VH	H	M	L	VL	N/R
Ability to engage audiences and effectively present material when delivering a workshop				VH	H	M	L	VL	N/R
Ability to deal with any questions or issues that arise during the delivery of workshops.				VH	H	M	L	VL	N/R
Ability to produce/edit professional course materials				VH	H	M	L	VL	N/R

PAST PERFORMANCE QUESTIONNAIRE**V. General Performance Survey**

NO	PERFORMANCE QUESTIONS	PERFORMANCE RATING (Please Circle)					
		VH	H	M	L	VL	N/R
1.	Overall performance in planning and controlling the program	VH	H	M	L	VL	N/R
2.	Quality of services and support provided	VH	H	M	L	VL	N/R
3.	Compliance with technical requirements and performance standards	VH	H	M	L	VL	N/R
4.	Content, accuracy, quality, and timeliness of technical reports and deliverables	VH	H	M	L	VL	N/R
5.	Ability to design and/or deliver a product that meets or exceeds performance requirements within costs and schedule	VH	H	M	L	VL	N/R
6.	Timely identification and mitigation of risks	VH	H	M	L	VL	N/R
7.	Contractor's ability to identify and correct performance deficiencies in a timely manner	VH	H	M	L	VL	N/R
8.	Compliance with technical process and control requirements (quality assurance, configuration management, etc.)	VH	H	M	L	VL	N/R
9.	Ability to recruit and retain highly skilled personnel, including ability to fill key vacancies in a timely manner.	VH	H	M	L	VL	N/R
10.	Ability to handle fluctuating workloads	VH	H	M	L	VL	N/R
11.	Adherence to safety and health procedures	VH	H	M	L	VL	N/R
12.	Overall Safety and Health injury/illness record	VH	H	M	L	VL	N/R
13.	Demonstrated understanding and compliance with mission safety requirements	VH	H	M	L	VL	N/R
14.	Communicating and interfacing with Government	VH	H	M	L	VL	N/R
15.	Ability to effectively manage subcontractor performance	VH	H	M	L	VL	N/R
16.	Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment.	VH	H	M	L	VL	N/R
17.	Timeliness, quality, and accuracy of schedule reporting	VH	H	M	L	VL	N/R
18.	Adequacy of Contractor's system(s) for processing task orders and/or changes.	VH	H	M	L	VL	N/R
19.	Overall responsiveness to Government requests	VH	H	M	L	VL	N/R
20.	Ability to establish realistic cost estimates	VH	H	M	L	VL	N/R
21.	Ability to establish realistic schedule estimates	VH	H	M	L	VL	N/R
22.	If performance based, how successful was the Contractor in meeting the contract metrics?	VH	H	M	L	VL	N/R
23.	Adherence to estimated costs and contract cost targets	VH	H	M	L	VL	N/R
24.	Ability to anticipate, identify and control cost growth.	VH	H	M	L	VL	N/R
25.	Ability to meet Small Business Subcontracting Plan Goals	VH	H	M	L	VL	N/R
26.	Timeliness, quality, and accuracy of Small Business Subcontracting Plan reporting	VH	H	M	L	VL	N/R
27.	Ability to meet Small Disadvantaged Business Participation targets	VH	H	M	L	VL	N/R
28.	Timeliness, quality, and accuracy of financial reporting	VH	H	M	L	VL	N/R
29.	Overall evaluation of cost performance	VH	H	M	L	VL	N/R

