

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

**L.1 52.204-7 System for Award Management. (JUL 2013)**

**L.2 52.207-2 Notice of Streamlined Competition. (MAY 2006)**

**L.3 52.214-34 Submission of Offers in the English Language. (APR 1991)**

**L.4 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)**

**L.5 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)**

**L.6 52.215-16 Facilities Capital Cost of Money. (JUN 2003)**

**L.7 52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed Fee contract resulting from this solicitation.

(End of provision)

**L.8 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:

Dock Master  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 – Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: Solicitation Number NNG140516081R  
Attention: Ashley N. McQueen  
NASA GSFC Mail Code 210.9  
Contracting Officer  
Phone Number: 301-286-2691

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

(End of provision)

**L.9 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

**L.10 52.252-5 Authorized Deviations in Provisions. (APR 1984)**

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Apr 1984)

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

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

(End of provision)

**L.11 1852.219-73 Small Business Subcontracting Plan. (MAY 1999)**

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within 30 calendar days after request by the Contracting Officer.

(End of provision)

**L.12 1852.223-73 Safety and Health Plan. (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the

simplified acquisition threshold.

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

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

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

(End of provision)

**L.13 1852.227-71 Requests for Waiver of Rights to Inventions. (APR 1984)**

**L.14 1852.227-84 Patent Rights Clauses. (DEC 1989)**

**L.15 1852.228-80 Insurance – Immunity from Tort Liability. (SEP 2000)**

**L.16 1852.233-70 Protests to NASA. (OCT 2002)**

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

(End of provision)

**L.17 GSFC 52.215-200 Communications Regarding this Solicitation. (JAN 2014)**

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

Name: Ashley N. McQueen, Contracting Officer

Phone: (301) 286-2691 (collect calls not accepted)

FAX: (301) 286-6023

E-Mail: ashley.n.mcqueen@nasa.gov

\*Address: (1) – Goddard Space Flight Center  
8800 Greenbelt Road  
Greenbelt, MD 20771  
Attention: Ashley N. McQueen, \*Mail Code 210.9

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

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

(End of provision)

**L.19 GSFC 52.215-201 Proposal Preparation—General Instructions. (JUL 2014)**

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 1 Hardcopies and two electronic copies
II	Mission Suitability Volume	Original plus 1 Hardcopies and two electronic copies
III	Cost Volume	Original plus 1 Hardcopies, and one additional hardcopy marked for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 1 Hardcopies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any subcontract that is likely to exceed 25% of the proposed contract value shall include one (1) additional separately packaged hardcopy of their Cost Proposal, marked “Enter correct RFP number/NASA Proposal Evaluation Material”, which the Government will forward to the cognizant Defense Contract Audit Agency (DCAA) office with their audit request.

(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) in Microsoft Word and Excel (Windows XP) or Portable Document Format (PDF) (version 8.0 or greater). Cost proposal exhibits shall use Microsoft Excel 2003 and shall contain all formulas. 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. The Offeror shall provide written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic

media and hardcopies, the hardcopy data will be considered to be correct. The Offeror must certify that the electronic medium is virus free.

(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. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. \*\*\*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.

<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>L.21</b>	<b>None</b>
(a) Excerpt from CAS Disclosure Statement, if applicable			<b>None</b>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.22</b>	<b>25 Pages</b>
(a) Cover Page, Indices, SOW Compliance Matrix, Mission Assurance Requirements, Safety and Health Plan, and Small Business Utilization Subfactor			<b>Excluded</b>
(b) Deviations & Exceptions			<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.23</b>	<b>Mixed</b>
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment C)			<b>None</b>
(b) Cost Exhibits			<b>None</b>
(c) Basis of Estimates			<b>10 Pages**</b>
(d) Deviations/Exceptions			<b>Excluded</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.24</b>	<b>Mixed</b>
(a) Information from the Offeror			<b>5 Pages **</b>
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Small Business Subcontracting Plan History, Customer Evaluations, Termination/Desclope information, and List of Acronyms			<b>Excluded</b>

\*\*Prime Offeror and all significant subcontractors (page limitation is for the total component (prime and significant subs).

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of

vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

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

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

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)

**L.20 GSFC 52.215-205 Proposal Marking and Delivery. (JAN 2014)**

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

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

All proposal packages must be closed and sealed.

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

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

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 — Shipping and Receiving Dock  
Solicitation Number: NNG140516081R  
Attn: Ashley N. McQueen  
Building 12, Room: E123

**PROPOSAL--DELIVER UNOPENED"**

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

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

## 2. Designated Receiving Office

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

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

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

## 3. Methods of Proposal Delivery

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

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

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

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

(End of provision)

### L.21 GSFC 52.215-203 Offer Volume. (JAN 2014)

This must be a separate volume.

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

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through <https://www.acquisition.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, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must demonstrate a convincing basis for using that system as a basis for determining their own adequacy. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

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

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

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

(4) Taxpayer Identification Number

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

(5) 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.

(6) Cost Accounting Standards

State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Provision K.9, Cost Accounting Standards Notices and Certifications, has been approved by the cognizant Administrative Contracting Officer, and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement.

(7) 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.22 GSFC 52.215-210 Mission Suitability Volume Instructions (Competitive). (MAY 2014)**

Contents of Mission Suitability Volume Instructions

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

**1. General Instructions**

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

Although the Government does not encourage/discourage enhancements to the contract's technical performance documents (e.g. Statement of Work, Specification, etc.), offerors may choose to propose performance enhancements. In order for the Government to consider a proposed enhancement's value, the offeror must clearly define the enhancement(s) in Contract Attachment L, "Contractor Proposed Enhancements," in performance work statement (PWS) language in accordance with the PWS instructions in Attachment L. In addition, the offeror must describe the associated benefit(s) of the proposed enhancement(s) in their Mission Suitability Volume under the applicable Mission Suitability subfactor(s). The offeror shall include Contract Attachment L as part of the model contract in the Contract Volume of their proposal. The offeror may receive credit for the proposed enhancement(s) only to the extent of its description in Attachment L, and the associated benefits explained in its Mission Suitability Volume. Inconsistent statements about any enhancement(s) in an offeror's proposal may result in a neutral or negative evaluation by the Government. Any enhancement(s) may result in a positive, neutral, or negative evaluation in spite of the Government's right to waive an enhancement(s) during contract performance in accordance with the GSFC 52.211-100, "Contractor Proposed Enhancements," clause in Section H of the contract. If the successful offer does not include any proposed enhancements, GSFC clause 52.211-100 and Attachment L will be removed from the resultant contract.

## **2. Mission Suitability Volume Format**

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

- Subfactor A – Technical Approach
- Subfactor B – Management Approach
- Subfactor C – Small Business Utilization (SBU)

The Work Breakdown Structure (WBS) contained in L.23 of this solicitation shall be used to structure the Mission Suitability Volume for each of the subfactors. This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." For the purpose of NF 533 reporting under the actual contract, offerors may propose a different WBS more tailored to the way the work is to be performed or to the offeror's management or reporting systems for consideration by the Government. However, the Mission Suitability Volume and the Cost Volume must follow the provided WBS.

## **3. Mission Suitability Instructions by Subfactor**

### **Subfactor A – Technical Approach**

The offeror's technical approach should demonstrate an understanding of the requirements, how the requirements relate and/or conflict, and which requirements are the design drivers, and provide the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach shall address the following critical elements of the Statement of Work (SOW) in enough detail to clearly and fully demonstrate that the offeror understands the requirements and the inherent problems associated with the objectives of this procurement. The Offeror shall demonstrate an understanding of the challenges, if any, that will be encountered in developing the Dewar by providing a technical discussion of the Dewar requirements and by highlighting those requirements that represent significant challenges. The Offeror shall discuss the given requirements, and any derived performance requirements, that are particularly critical to the Dewar's design parameters.

The offeror shall explain the approach for identifying the optimum skill mix based upon the requirements of the SOW and the approach for matching skill mix to services/functions.

Identification of Risk:

The offeror shall identify the most significant potential risks under this contract and also describe the risk

management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work, unique to the offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

**Design Capability:**

The government is not requiring a delivery of a concept design as part of the proposal, and submission of a "straw man" is not required except as deemed necessary by the Offeror for its discussion. To demonstrate their design capabilities, the Offeror shall:

- (a) Describe the tasks to be performed and the design products to be developed for design of the Dewar.
- (b) Describe the planned engineering analyses, and the tools or methodology that will be used for each analysis. Describe the purpose and fidelity of any planned computer models.
- (c) Describe the type of structural support system that is most likely to be used to hold the tank inside the Dewar vacuum shell.
- (d) Describe the multi-layer insulation system that is most likely to be used to blanket the tank, and how it is likely to be installed.
- (e) Describe the seals that are likely to be used on the access ports and removable heads of the tank.
- (f) Describe the likely technique for integrating the cryocooler into the Dewar.
- (g) Describe the facilities and special equipment that will be used to fabricate, assemble, integrate, and test the Dewar.

The offeror shall submit a proposed time schedule for performance by phases or parts of the program with interrelationships among phases.

The offeror shall describe any new or innovative methods, techniques or technologies. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of the SOW under the proposed contract. Efficiencies should be quantified where possible. The proposed approach should also include a discussion of the personnel categories proposed under the contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner. All discussions must be clear and concise and refer to the appropriate SOW activity.

**Subfactor B – Management Approach**

The offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost volume instructions). If significant subcontractors are proposed, identify their interfaces to your organizational structure and provide: 1) the basis for selection of the subcontractor, 2) the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed 3) the benefits of these arrangements to the Government, and 4) methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

Discuss interrelationships of technical management, business management, and subcontract management. Include an organizational chart that identifies where this contract fits in the corporate structure. Also provide an organizational chart for this program identifying all managerial positions by title.

Provide a detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The offeror should include such elements as the span of control, degree of autonomy, and lines of communication and the Program Manager's authority to utilize and redirect subcontract resources and/or Joint Venture partner resources (if applicable). The plan should also discuss the processes for resolving priority conflicts for resources and functions within the organization. All interfaces with GSFC personnel and subcontractors must be clearly delineated.

The management approach shall contain an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. Describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel, finances, and facilities. The plan shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. Describe the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team.

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

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

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the **Exhibits 13-A and 13-B "Fringe Benefit Chart"**, the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Volume must not include Exhibits 13-A and 13-B but should reference where the information appears in the Cost Volume.)

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

The offeror shall submit a written Mission Assurance Plan (MAP) that shall identify the offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the offeror shall identify in the plan the procedure for continually monitoring, surveilling, identifying and correcting deficiencies. The MAP shall describe the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The MAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The MAP will be

incorporated into the contract as an Attachment G.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, “Safety and Health Plan”. The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 “NASA General Safety Program Requirements.”

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

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

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

**The offeror’s plan shall address their approach to handling the hazardous materials identified in Section I, “Hazardous Material Identification and Material Safety Data” (FAR 52.223-3--Alternate I), if applicable.**

**Subfactor C – Small Business Utilization (SBU)**

All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All offerors are required to complete the instructions regarding the Commitment to Small Businesses.

(a) Small Business Subcontracting

Small Business Subcontracting Plan (the Plan) Required by the FAR:

(1) This solicitation contains FAR clause 52.219-9 (Deviation)--Alternate II, “Small Business Subcontracting Plan”. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(2) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the TOTAL CONTRACT VALUE, is as follows:

Small Businesses (SB)	<b>5.0%</b>
Small Disadvantaged Business Concerns (SDB)	<b>1.5%</b>
Women-Owned Small Business Concerns (WOSB)	<b>1.0%</b>
Historically Black Colleges and Universities (HBCU)	<b>0.3%</b>
HUBZone Small Business Concerns (HBZ)	<b>0.5%</b>
Veteran-Owned Small Business Concerns (VOSB)	<b>1.0%</b>
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	<b>0.5%</b>

(3) The numbers above reflect the Contracting Officer’s assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, an offeror may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by FAR clause 52.219-9 (Deviation) Small Business

Subcontracting Plan, the offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(4) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(5) The Plan submitted with the proposal shall be incorporated in Section J as **Attachment I** in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph a) (2) above in terms of percent of the TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the offeror plans during performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting **Plan in accordance with the Section I FAR clause 52.219-9 (Deviation), offeror’s shall complete Exhibit 15-A, SMALL BUSINESS SUBCONTRACTING PLAN GOALS**, which provide a breakdown of the offeror’s proposed goals, by small business category, expressed in terms of both a percent of the TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF THE TOTAL CONTRACT VALUE, REFER TO THE BELOW EXAMPLE)

Example of Subcontracting Goals as expressed in both the Total Contract value and Planned Subcontract Value for a Total Contract value of \$100M and planned subcontract value of \$50M.

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>Category</b>	<b>Percent of Total Contract Value</b>	<b>Dollar Value</b>	<b>Percent of Subcontracting Value</b>
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent

The offeror proposes small business subcontracting goals as a percentage of the TOTAL CONTRACT

VALUE in column A.

Then based on the \$100 million TOTAL CONTRACT VALUE, the resulting statement of dollars that the offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9 (Deviation), would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 (Deviation) would be recorded in column C.

(b) Commitment to the Small Business Program

(1) All offerors must briefly describe work that will be performed by small businesses. Information could also include the identification of any work to be subcontracted considered “high technology.” High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) All offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a small disadvantaged business, a women-owned small business, a HUBZone small business, a veteran-owned or service-disabled veteran-owned small business, an historically black college and university, and minority institution of higher education in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime’s planned participation in the NASA Mentor Protégé Program.

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

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

(End of provision)

**L.23 GSFC 52.215-221 Cost Volume Instructions. (MAY 2014)**

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

Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

### 1. Instructions

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

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

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

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

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

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 25% of the proposed contract value (Base plus Option periods). A proposed significant subcontractor shall complete and submit Exhibits 2-A, 2-B, 3-A, and 4 through 15-B and provide the supporting information that is requested from the Prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

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

Offerors, including proposed significant subcontractors, shall provide one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing office with their proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume proposal as well as **Exhibit 14-A**. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

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

## **2. Cost Proposal Format**

### **(a) DIRECT AND INDIRECT RATE SUBSTANTIATION**

If salary surveys were used as the basis for the proposed direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The Offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

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

### **(b) WORK BREAKDOWN STRUCTURE**

The following Work Breakdown Structure (WBS) shall be used for cost proposal purposes:

WBS Level 1 - Summary of total contract estimated costs plus \*\*\*fixed fee\*\*\*.

WBS Level 2 - Summary of estimated cost plus \*\*\*fixed fee\*\*\* by Statement of Work 3.0, 4.0 and 5.0.

WBS Level 3 - Summary of estimated cost plus \*\*\*fixed fee\*\*\* by Statement of Work 3.5, 3.8, 3.9, 4.1, 4.2, 4.3, and 4.4.

### **(c) PRIME OFFEROR SUMMARY OF ESTIMATED COST PLUS FIXED FEE**

**Exhibit 1** summarizes the Prime Offeror's proposed total direct labor hours (Prime Offeror and Significant Subcontractors), total estimated cost and fixed fee, by Government Fiscal Year (GFY), for the entire potential fourteen month delivery schedule at WBS Level 1 (total contract) based on bid labor and bid indirect burden rates.

### **(d) PRIME OFFEROR ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)**

**Exhibit 2** shows the Prime Offeror's proposed elements of cost and fixed fee by WBS, starting at WBS Level 3 and then summarizing for each higher WBS Level up to WBS Level 1 (total contract), by GFY, for the entire potential fourteen month delivery schedule based on bid labor and bid indirect burden rates. A separately identified and labeled Exhibit 2 shall be submitted for each WBS.

(e) DIRECT LABOR HOURS, DIRECT LABOR RATES, AND DIRECT LABOR COSTS DETAIL

**Exhibit 2-A** shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual direct labor category by onsite versus offsite, month, and GFY at WBS Level 3 and then summarizing for each higher WBS Level up to WBS Level 1 (total contract). A separately identified and labeled **Exhibit 2-A** shall be submitted for each individual GFY and WBS Level from the Prime Offeror and each individual Significant Subcontractor.

(f) SIGNIFICANT SUBCONTRACTOR ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)

**Exhibit 2-B** shows a Significant Subcontractor's proposed elements of cost by WBS, starting at WBS Level 3 and then summarizing for each higher WBS Level up to WBS Level 1 (total contract), by GFY, for the entire potential fourteen month delivery schedule based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2-B** shall be submitted by each individual Significant Subcontractor for each WBS.

(g) PRIME OFFEROR SUMMARY OF ESTIMATED COST AND FIXED FEE FOR SLIP MONTHS

Should the anticipated contract effective date of September 2014 be delayed, the Government will recalculate the Prime Offeror's proposed estimated cost and \*\*\*fixed fee\*\*\* for the total delivery schedule in accordance with **Exhibit 3**, which summarizes the Prime Offeror's proposed elements of cost and fixed fee for Slip Months 1 through 6 (September 2014 through March 2015) at WBS Level 1 (total contract).

(h) SIGNIFICANT SUBCONTRACTOR SUMMARY OF ESTIMATED COST AND FEE FOR SLIP MONTHS

Should the anticipated contract effective date of September 2014 be delayed, the Government will recalculate the proposed estimated cost and **fee for the total delivery schedule** in accordance with **Exhibit 3-A**, which summarizes each Significant Subcontractor's proposed elements of cost and fee for Slip Months 1 through 6 (September 2014 through March 2015) at WBS Level 1 (total contract).

(i) BASIS OF ESTIMATES (BOE)

The BOEs are to be submitted for the entire potential fourteen delivery schedule at the lowest WBS Level only (WBS Level 3). The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance by elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

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

- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided for that subcontract following the above specified format.
- An explanation of how all materials, travel, equipment, and other direct costs were estimated.

BOEs shall be submitted by both the Prime Offeror and all Significant Subcontractors and shall comply with the BOE page limitations set forth in the PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

(j) SUMMARY OF INDIRECT RATES

**Exhibit 4** shows the Contractor Fiscal Year to Government Fiscal Year rate conversion for Overhead, G&A, and any “Other” indirect rates that the Offeror proposes in accordance with its current accounting system. An **Exhibit 4** shall be submitted by the Prime Offeror and each individual Significant Subcontractor and clearly identify the indirect rate base of application.

(k) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERs)

Offerors shall complete **Exhibit 5** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

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

(l) INDIRECT RATE EXPENSE POOLS

**Exhibit 6-A Overhead Expense Pool**

**Exhibit 6-A** shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, “Fringe Benefit Pool”. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to GFY.

If more than one overhead pool is proposed, a separate **Exhibit 6-A** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

**Exhibit 6-B General and Administrative (G&A) Expense Pool**

**Exhibit 6-B** shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to GFY.

If more than one G&A pool is proposed, a separate **Exhibit 6-B** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

(m) OTHER SUBCONTRACTS

Offerors shall complete **Exhibit 7** summarizing the other efforts/activities that the Offeror proposes to subcontract out by GFY at WBS Level 3 to subcontractors that do not meet the Significant Subcontract definition in Section 1 of this provision.

(n) MATERIAL ITEMS

Offerors shall complete **Exhibit 8** detailing the proposed material items and costs by GFY at WBS Level 3.

(o) TRAVEL

Offerors shall complete **Exhibit 9** detailing the proposed travel costs by GFY at WBS Level 3.

(p) OTHER DIRECT COSTS (ODCs)

Offerors shall complete **Exhibit 10** detailing the proposed other direct cost items and costs by GFY at WBS Level 3.

(q) PRODUCTIVE WORK YEAR CALCULATIONS

**Exhibit 12** summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(r) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, **Exhibit 13-A** containing the average of fringe benefit information for all the exempt labor categories, and **Exhibit 13-B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

(s) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 15-A** and **15-B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

(t) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Proposal instructions (Subfactor C), the Offeror shall complete **Exhibits 15-A** which provides a breakdown of the Offeror's proposed goals, by small business category,

expressed in terms of both a percent of the TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. **Exhibit 15-A** shows a breakdown of the proposed goals for the total contract period.

(End of provision)

**L.24 GSFC 52.215-231 PAST PERFORMANCE VOLUME (JUN 2014)**

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 total cost/fee incurred of \$250,000 that your company has had within the last 3 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed a total cost/fee of \$150,000. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFP release date with a total cost/fee incurred of at least 25% of the total estimated 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 a total value of \$100M and a proposed significant subcontractor for the effort has a total proposed cost/fee of \$30M, the Offeror shall provide relevant current/past contract references that have a total cost/fee incurred at/above \$7.5M (25% of \$30M) 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 total 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. 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 Joint Venture prime partner companies and/or 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).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and

Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).

- Statement of contract past safety performance and a record of your company's OSHA recordable injuries and illnesses for the past 3 years.
- 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 16 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: Ashley N. McQueen, Code 210.S  
Bldg. 12, Rm. E123  
Greenbelt, MD 20771  
Telephone: 301-286-2691  
FAX: 301-286-6023

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.

(End of provision)

**END OF SECTION L**

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 GSFC 52.215-300 Source Selection and Evaluation Factors—General. (JAN 2014)

#### 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.

#### 2. Evaluation Factors and Subfactors

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

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

The Cost Factor is approximately equal in importance to the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost Factor is the most important and the Mission Suitability Factor is more important than the Past Performance Factor.

(End of provision)

### M.2 GSFC 52.215-310 Mission Suitability Factor. (MAY 2014)

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

The Government may choose to incorporate any positive aspects of an offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An offeror's proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

If an offeror elects to propose enhancements in accordance with the Mission Suitability Volume instructions in provision GSFC 52.215-210 (L.22), the offeror's completed Contract Attachment L, "Contractor Proposed Enhancements," and the description of the associated benefits for each proposed enhancement under the applicable Mission Suitability subfactor will be evaluated for reasonableness, effectiveness, and overall performance benefit.

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

##### **(1) Subfactor A – Technical Approach**

The Government will evaluate the offeror's written technical approach to ensure completeness, adequacy, and effectiveness. The Government will evaluate the technical approach to ensure the offeror has a clear

and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. The Government will evaluate any assumptions made in preparing a response to the requirements for reasonableness. The Government will evaluate the staffing plan, including the associated education and experience levels of the proposed labor categories as proposed in Attachment D of the Cost proposal, for adequacy and reasonableness and in terms of effectiveness and efficiency in accomplishing the requirement. .

The Government will evaluate the scope, soundness and completeness of the Offeror's discussion of the Dewar requirements; any derived performance requirements that are particularly critical to the design; how the requirements relate and/or conflict; which requirements are design drivers; and the challenges that will be encountered in developing the Dewar.

The Government will evaluate the technical approach, skill mix (labor categories and projected hours), Government interface, the flow of activities from start to completion (including time line), facilities and equipment, and any other information to determine the adequacy, reasonableness, and effectiveness of the offeror's plan.

The Government will evaluate the scope, soundness, and completeness of the analysis and discussion of all potential or expected critical technical area risks, and programmatic area risks, including, but not limited to, risks associated with cost, schedule, partners/subcontractors, material acquisition, access to resources, facilities, and expertise.

The Government will evaluate the scope, soundness and completeness of the Offeror's description the necessary design tasks and design products; the planned analyses and analytical tools; the likely structure of the Dewar; the likely thermal blanket design; the likely seals on the tank; the likely cryocooler integration; and the facilities and special equipment needed for the Dewar effort.

The Government will evaluate the scope, soundness and completeness of the Offeror's proposed schedule.

The Government will evaluate the scope, soundness and completeness of the description of new or innovative methods, techniques or technologies that are proposed to be used on this contract.

## **(2) Subfactor B – Management Approach**

The Government will evaluate the offeror's approach for managing the proposed work to ensure efficiency and effectiveness in accomplishing the Statement of Work.

The organization chart will be evaluated for adequacy.

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

The Government will evaluate the organization chart for this program identifying all managerial positions by title to ensure adequacy and reasonableness. The Government will evaluate the detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management for adequacy and completeness. The Government will evaluate elements such as the span of control, degree of autonomy, lines of communication, and the Program Manager's authority to utilize and redirect subcontract resources to ensure the requirements of this contract will be met. The Government will evaluate the processes for resolving priority conflicts for resources and functions within the organization to ensure requirements will be met. All interfaces with GSFC personnel and subcontractors will be evaluated for adequacy and reasonableness.

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

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

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

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

### **(3) Subfactor C – SMALL BUSINESS UTILIZATION (SBU)**

The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9 (Deviation), "Small Business Subcontracting Plan," applies to all offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all offerors.

#### **(a) Small Business Subcontracting**

(1) The Small Business Subcontracting Plan will be evaluated in terms of the offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be on the basis of TOTAL CONTRACT VALUE.

(2) For purposes of small business that are not required to submit subcontracting plans, NASA will evaluate the amount of work proposed to be done by a small business either at the prime level or at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

#### **(b) Commitment to Small Businesses**

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as "high technology". NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if there subcontracting opportunities exist.)

(3) NASA will evaluate the offeror’s established or planned procedures and organizational structure for small disadvantaged business (SDB) outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For large businesses offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the offeror’s participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé’s ability to perform successfully under contracts and/or subcontracts.

**2. Evaluation Findings**

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

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

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

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

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

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

**3. Weights and Scoring**

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

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

	<u>Points</u>
(1)Subfactor A – Technical Approach	<b>700</b>
(2)Subfactor B – Management Approach	<b>200</b>
(3)Subfactor C – Small Business Utilization	<b>100</b>
Total	<b>1000</b>

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

(End of provision)

### **M.3 GSFC 52.215-321 COST EVALUATION FACTOR (JUN 2014)**

The proposed costs will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

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

Both the "proposed and probable cost" will reflect the Offeror's proposed fee amount. Proposed fee will be corrected to resolve mathematical errors, if any. Proposed fee will not be adjusted as a result of any cost realism adjustments to establish the probable cost.

Both the proposed and probable cost assessment will be presented to the Source Selection Authority, along with the proposed FFP Phase-in price.

(End of provision)

### **M.4 GSFC 52.215-331 PAST PERFORMANCE EVALUATION FACTOR (JUN 2014)**

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

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

A "recent" contract is a contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 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 a total cost/fee incurred of at least \$250,000.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed a total cost/fee of \$150,000. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred of at least 25% 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 total cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or 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 cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

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

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

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

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

#### Very High Level of Confidence

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

#### High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems

with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

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

Low Level of Confidence

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

Very Low Level of Confidence

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

Neutral

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

(End of provision)

**END OF SECTION M**