



JET PROPULSION LABORATORY
CALIFORNIA INSTITUTE OF TECHNOLOGY

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO.: PT-2671-591479

FOR:
AMR RSA

PROPOSALS ARE TO BE RECEIVED AT JPL NO LATER THAN:

Date: November 15, 2004

Local Time: 3:00 p.m.

COMMUNICATIONS IN REFERENCE TO THIS RFP

It is requested that any communication in reference to this RFP be in writing and directed to the attention of:

Name:	Patrick Thompson	Mail Stop:	201-203
Title:	Subcontracts Manager	Phone:	(818) 354-2859
		Fax:	(818) 393-9372
		E-Mail	Patrick.M.Thompson@jpl.nasa.gov

California Institute of Technology
Jet Propulsion Laboratory
4800 Oak Grove Drive
Pasadena, CA 91109-8099

Date of Issuance: October 15, 2004

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ATTACHMENTS TO THE SOLICITATION. See form JPL 2839 for a list of Attachments

This Section of this RFP consists of those forms and documents containing information applicable to this RFP. Group A Attachments must be completed and attached to your proposal. Group B Attachments consist of forms and documents for informational purposes only. *Both A and B Attachments can be found through the electronic address identified below.* Hard copies of the Group B Attachments will be mailed by request only. Note that Group B Attachments are very important and may become requirements under the Contract.

World Wide Web: <http://acquisition.jpl.nasa.gov/e2000.htm>

2. SPECIMEN CONTRACT, Dated October 5, 2004.

GENERAL INSTRUCTIONS

1.0 GENERAL REQUIREMENTS/INFORMATION

The effort to be performed will be in accordance with the Specimen Contract; if you choose to submit more than one proposal for this effort, each proposal must be responsive to JPL's requirements, independently complete and under separate cover. JPL reserves the right to retain all proposal information submitted in response to this RFP.

This RFP does not commit JPL or the United States Government to pay any proposal preparation and related costs incurred in the submission of your proposal. JPL reserves the right to reject all proposals.

1.1 Address and Identification for Timely Handling of Proposal

Affix a label to the envelope/container containing the original proposal, with JPL's address, the name of the individual designated on the cover page of this RFP (including the mail stop), and the RFP No. PT-2671-591479. All envelopes/containers must bear the RFP No.

1.2 Hand-Carried Proposals

Hand-carried proposals must be delivered to JPL's Visitor Control Center, 4800 Oak Grove Drive, Pasadena, Building 249 for time/date stamping, between the hours of 7:30 a.m. - 4:30 p.m., Monday through Friday by the time and date stated on the RFP cover sheet.

1.3 Data

If the proposal contains data that is not to be disclosed for any purpose other than for proposal evaluation, you must place on the cover sheet of each proposal volume the following wording:

"Data contained in pages _____ of this proposal furnished in connection with RFP No. PT-2671-591479 shall not be used or disclosed, except for evaluation purposes, provided that if a subcontract is awarded to this offeror as a result of or in connection with the submission of this proposal, JPL and the Government shall have the right to use or disclose this data to the extent provided in the subcontract. This restriction does not limit JPL's right to use or disclose any data obtained from another source without restriction."

1.4 Requests for Clarification/RFP Addenda

During the proposal preparation period, all requests for clarification and/or additional information, must be submitted in writing or by e-mail to the individual referenced by "Attention:" on the RFP cover page. When appropriate, responses to requests, as well as any JPL initiated changes, will be provided to all prospective proposers as addenda to the RFP.

1.5 Compliance With Export Control Laws and Regulations

In the performance of this RFP, JPL may exchange information or other technology which may be subject to the export control laws and regulations of the United States, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120-130 and the Export Administration Act Regulations (EAR), 15 C.F.R. 730-774). All proposing parties agree to fully comply with all such laws and regulations in the performance of this RFP.

2.0 LATE PROPOSALS

Any proposal, portion of a proposal, or unrequested proposal revision received at JPL after the time and date specified on the cover page of this RFP will cause the entire proposal to be late. Late proposals will not be considered for award, except under any of the following circumstances:

- 2.1 JPL determines that the late receipt was due solely to a delay by the U.S. postal service for which the offeror was not responsible. Timely postmark or receipt of registered, certified mail or express mail “next-day service,” establishing the time of deposit must be evidenced.
- 2.2 JPL determines that the proposal was late due solely to mishandling by JPL after receipt at JPL, provided that the timely receipt at JPL is evidenced.
- 2.3 No acceptable proposal(s) are received as of the proposal due date(s) and time.

NOTE: If an emergency or unanticipated event interrupts normal JPL processes so that solicitation responses cannot be received by the JPL office designated for receipt by the exact time specified in the solicitation, and urgent JPL requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be extended to the same time of day specified in the solicitation on the first work day on which normal JPL processes resume.

3.0 SOURCE EVALUATION AND SELECTION PROCESS

The basis of source selection is predicated on the following (JPL, at its discretion, may waive minor informalities and minor irregularities in proposals received.):

- 3.1 Proposals will be evaluated in the areas of technical and management as described in the Technical/Management Proposal Instructions of the RFP. Although cost/price will not be scored, the proposed cost/price is a substantial factor in source selection but is approximately equal in importance to the combined technical and management areas. Source selection will be based on the responsive, responsible (within the meaning of Federal Acquisition Regulation 9.1) offeror whose proposal is determined to represent the best value to JPL. The closer the proposers are in the qualitative (evaluated) technical and/or management areas, the more important cost/price can become. JPL may select for negotiations a source whose qualitative merits are lower but whose lower cost/price is commensurate with providing the best overall “value.” Conversely, a source may be selected whose cost/price is higher, but their higher qualitative merits are commensurate with providing best overall “value.” The proposal evaluation process is as follows:
 - 3.1.1 Proposals are evaluated against the pre-set areas of evaluation outlined in the Technical/Management Proposal Instructions of the RFP. An analysis of the cost/price details (if applicable) is performed and proposed costs/prices are compared.
 - 3.1.2 Cost/price proposals are reviewed for mathematical accuracy, rate application, price omissions, and price reasonableness. If the Buy American Act or rent-free use of Government-furnished property applies, the cost/price will be adjusted as required for the purpose of evaluation.

- 3.1.3 JPL may, at its discretion, conduct limited communications with one or more proposer(s) for the purpose of determining whether the proposer(s) should be included in the competitive range. Such pre-competitive range communications may be conducted to enhance JPL understanding of proposal(s) and may be used to: (i) validate the proposed cost/price; (ii) to clarify omissions, ambiguities and uncertainties in the proposal's supplemental business/cost information; and to clarify relevant past performance information. Proposers not considered within the competitive range are eliminated from further consideration and are so notified.
- 3.1.4 JPL may make source selection after the initial proposal evaluation or may conduct discussions with the proposers determined to be within the competitive range. The purpose of the discussions is to assist the evaluators in fully understanding each proposal by verifying strengths and weaknesses, discussing any omissions and ambiguities, verifying the validity of the proposed cost/price, assessing the proposed personnel and examining the proposer's capabilities for performing the work. JPL may also request cost/price proposal deltas in order to correct errors, omissions, or ambiguities in the proposal. NOTE: Only those cost/price deltas specifically requested by JPL will be accepted.
- 3.1.5 For proposals on cost type subcontracts, JPL's final evaluation may include completing a thorough assessment of the cost realism of each cost estimate and comparing the cost estimates. In performing this assessment, JPL may develop a "probable cost" for each proposer. "Probable cost" is defined as JPL's best estimate of the cost of any contract that is most likely to result from the offeror's proposal.
- 3.1.6 Upon completion of the initial evaluation findings, any discussions, and any cost/price delta(s), a final evaluation is conducted resulting in the selection of a Contractor(s) for negotiations. In performing its cost assessment related to proposals for cost reimbursement subcontract (but typically not for fixed priced), JPL may develop a "probable cost" for each proposer, which is JPL's best estimate of the cost of any contract that is most likely to result from the offeror's proposal (Note: JPL reserves the right to reject all proposals).

4.0 EXCEPTIONS TO THE GENERAL PROVISIONS (GPS) AND/OR ADDITIONAL GENERAL PROVISIONS (AGPS)

- 4.1 No exceptions allowed: JPL has made the determination that ANY exceptions to JPL's General Provisions and/or Additional General Provisions will render your proposal unacceptable.

TECHNICAL/MANAGEMENT PROPOSAL INSTRUCTIONS

Present and organize your proposal in accordance with the following:

1.0 MANDATORY QUALIFICATION(S)

1.1 There are no Mandatory Qualification Criteria for this RFP.

2.0 OPTION EVALUATION

2.1 The Specimen Subcontract does not contain an Option Article.

3.0 TECHNICAL/MANAGEMENT PROPOSAL INSTRUCTIONS

INTRODUCTORY INSTRUCTIONS

JPL will evaluate Volume I of your proposal based on the information asked for in the below "INSTRUCTIONS," in respect to the degree to which your proposal meets the requirements/needs of the Specimen Subcontract. The degree to which the requirements/needs are met may include any number of considerations, such as the suitability of the various areas of the technical/management approach(es), the level of understanding of the requirements, the extent of insight into the technical/management challenges and their solution(s), the effectiveness of management structure, the relevancy of corporate and/or personnel experience, etc., as is appropriate for each area of evaluation.

VOLUME I - TECHNICAL/MANAGEMENT EVALUATION CRITERIA AND ORGANIZATION				
TECHNICAL/MANAGEMENT CRITERIA AND THEIR WEIGHTING			PROPOSAL ORGANIZATION	
Criteria	Weighting	No. of Copies	Maximum Page Limit* (indicate "none" or "#") *	
			Recom- mended	Re- quired
TECHNICAL/MANAGEMENT CRITERIA				
Related Experience*	300*	3	None	
Technical Approach	300	3	None	
Capability	200	3	None	
Subcontracts*	200*	3	None	
Total Score Possible:		1,000		
*If "Page Limit" is checked: Any required page limitations included in an RFP shall be strictly enforced. A page is each face of a piece of paper containing substantive, evaluatable information; page size: 8 ½" x 11"; any drawings/photos are included (foldouts will be considered 2 or more pages); single spacing minimum; font size not less than 10; all margins ½" or greater. If "Required" page limit, no pages beyond the number specified will be evaluated. Unless requested, mockups, models, samples, hardware, or software of any kind must not be furnished and will not be considered.				

TECHNICAL/MANAGEMENT CRITERIA AND FACTORS

Any factors listed below under the criteria are not weighted for evaluation and are not listed in any order of importance.

4.0 Related Experience*

Discuss three programs with similar space hardware within the last five years, or currently in process, that illustrate previous related experience in cost, design, fabrication, test, and

documentation of flight-qualified hardware similar to the effort being proposed; factors to be considered are:

- 4.1 For each program mentioned, identify the Sponsor and Contract number with current contact information.
- 4.2 For each program mentioned, identify similarities and differences between the items described and the proposed effort, program duration and identify whether the program was completed within the schedule requirements of the Sponsor. Discuss controls implemented to manage costs.
- 4.3 Discuss how cost and schedule was controlled on each program.

5.0 Technical Approach

The Contractor shall present a detailed description of the technical approach that will be followed in designing, analyzing, building, inspecting, and testing the reflector. A schedule shall be prepared indicating the time frame for proposed major design reviews, manufacturing, testing, and delivery to JPL. Factors to be considered are:

- 5.1 Prior successful use of technology proposed for this effort.
- 5.2 Soundness of the design.

6.0 Capability

The Contractor shall describe his design analysis, manufacturing and testing capability that will be used for the proposed work. Key personnel that will be used on the program shall be identified and brief resumes of each provided, along with their proposed level of effort. Descriptions of facilities to be used, including those of subcontractors, shall be included. Factors to be considered are:

- 6.1 Compatibility of contractor's structural and thermal analysis and 3D computer aided design programs with JPL modeling tools

JPL's tools include:

- 3D CAD: EDS Unigraphics NXII, Solidworks 2003/2004, SDRC IDEAS
- Structural Analysis: SDRC IDEAS and MSC/NASTRAN
- Thermal Analysis: SDRC IDEAS-TMG, TSS, NEVADA, TRASYS, SINDA, Thermal Desktop

- 6.2 Key personnel experience with production of similar hardware
- 6.3 Experience testing Space Hardware
- 6.4 Suitability of facilities for Space Hardware Fabrication and Test

7.0 Subcontracts *

The Contractor shall have established relationships with any major subcontractors used. Contractor shall name and identify any major subcontractor it anticipates using in the performance of this effort and describe their activities. In addition, evidence of successful collaboration on similar spacecraft flight hardware within the past five (5) years shall be provided. Factors to be considered are:

- 7.1 Length of working relationship between contractor and named subcontractor(s)

- 7.2 Scope of planned subcontractor work for this effort.
- 7.3 Similarity of planned subcontractor work for this effort to that which was done under previous collaborations.
- 7.4 Acceptability of subcontractor facilities for the fabrication and test of Space Hardware.

****Note: If no major subcontracts are planned and all work is being done “in house”, Section 7.0 is eliminated and weighting for Section 4.0 increases to 500.***

COST INSTRUCTIONS

(For Fixed Price or Cost-Type Proposals anticipated to be over \$550,000, when no exception is anticipated [including the adequate price competition exception], therefore [certified] cost or pricing data is required to be submitted to establish price reasonableness or when request for full data initially is deemed advisable for cost realism analysis.)

This portion of the proposal instructions outlines the requirements to be followed in preparing the cost proposal.

1.0 DATA SUBMITTAL

In preparing your proposal, you must submit the following, as applicable:

- 1.1 A Contract Pricing Proposal Cover Sheet, signed by the proposer's authorized representative. For proposals greater than \$550,000, a Contract Pricing Proposal Cover Sheet, signed by the proposer's authorized representative, stating:
 - 1.1.1 The solicitation number, proposed cost, profit or fee, and total;
 - 1.1.2 Whether your organization is subject to cost accounting standards (CAS);
 - 1.1.3 Whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate;
 - 1.1.4 Whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation;
 - 1.1.5 Whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and
 - 1.1.6 Whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, "Cost Principles," and, if not, an explanation.
- 1.2 The cost information requested in paragraphs 2.0 and 3.0 below. (**NOTE:** If the price of a purchased item is based on adequate price competition as defined in FAR Part 15, the cost elements supporting data addressed in paragraph 3 is not required for that item.)
- 1.3 For proposals exceeding \$550,000, the cost or pricing data requested below must be certified in accordance with Attachment B-10, "Certificate of Current Cost or Pricing Data," upon contract negotiation, unless an exception applies. If any exception per Attachment B-13, "Claims for Exceptions to Cost or Pricing Data," is applicable, you must submit a written request in accordance with Attachment B-13 to qualify for an exception to the requirement for submission of cost or pricing data.
- 1.4 For each individual item included in the proposal for which the price exceeds \$550,000 and is based on catalog or market prices, or prices set by law or regulation, a written request for an exception to the submission of certified cost or pricing data in accordance with Attachment B-13, "Claims for Exceptions to Cost or Pricing Data," is required. If an item is subject to an exception but is priced at less than or equal to \$550,000, state the basis of the price and provide appropriate reference documentation; a written request for an exception is not required. The cost elements supporting data addressed in paragraph 3 below is not required on any item for which an exception applies.

- 1.5 A letter authorizing the release of rate and other relevant information to the Jet Propulsion Laboratory.

2.0 PROPOSAL PRICING

- 2.1 Submit the cost information requested under item 2.2 below, summarized by cost element and time phased by month. Labor should be proposed by work hour, not work month. This information should be submitted using Attachment A-15, "Cost Elements Breakdown," or your computer generated equivalent. If possible, include a copy of the data on a 3.5-inch computer diskette in an Excel or Excel-compatible format (e.g., Lotus 1-2-3, Quattro Pro, Microsoft Works, Dbase, etc.). If proposal includes separate phases or options, a time-phased summary must be submitted for each.

- 2.2 Submit the following cost information as described in item 2.1, above.

2.2.1 Total Effort - WBS level 1.

2.2.2 Report Items – WBS level 2 (items subject to monthly financial reporting.)

2.2.3 Tasks – WBS level 3 (Items one WBS level below report items.)

3.0 COST ELEMENTS SUPPORTING DATA

- 3.1 The following information is required in support of your estimated cost.

3.1.1 Direct Labor.

3.1.1.1 Explain the basis of the labor-hour estimates by classification. Show all calculations in detail including the development of any factored hours and the base to which the factor is applied.

3.1.1.2 Discuss the development of the labor rates including all escalation factors. Include a summary rate table by classification and lowest fiscal distribution (i.e., by quarter if rates change quarterly). If available, submit evidence of Government approval of direct labor rates for each labor classification.

3.1.2 Material.

3.1.2.1 Submit a breakdown of raw materials and purchased parts including: basis of estimates, part number, description, quantity, unit price, extended price, and source of supply. Describe any pricing factors proposed such as scrap, rework, and usage.

3.1.3 Subcontracts.

3.1.3.1 Identify each effort to be subcontracted. List the selected subcontractor's name, location, amount proposed and type of contract. Explain any adjustment made to the subcontractor's proposed costs. Describe the cost or price estimates for each subcontract.

3.1.4 Other Direct Costs.

3.1.4.1 Travel and Relocation.

- (1) Indicate the destination, duration and purpose of each trip proposed. Detail the development of each cost element included in the per trip cost.
- (2) Submit current company policy regarding the reimbursement of travel relocation costs and the accounting of such costs as a direct or indirect expense.

3.1.4.2 Special Tooling and Special Test Equipment.

- (1) Describe each item of Special Tooling and Special Test Equipment proposed; indicate where and when each item is to be used and the extent of usage.
- (2) Explain the Basis of Estimate and furnish supporting data for each item of Special Tooling and Special Test Equipment in accordance with the requirements of the paragraphs entitled "Direct Labor," "Material" and "Subcontracts" above.

3.1.4.3 Computer Usage.

Describe the proposed computer usage, extent of usage, rate(s), and the total cost. Explain the development of the rate(s).

3.1.4.4 Consultants.

Indicate the specific task requiring consultant services. Identify the proposed consultants, state the proposed hourly/daily rate, the estimated number of hours/days, and any associated costs (such as travel). State whether the consultant has been compensated at the quoted rate for similar services performed in connection with Government contracts.

3.1.4.5 Licensing and Royalty Information.

If your proposal contains costs for royalties or licenses, indicate the amount and be ready to furnish details.

3.1.4.6 Other.

Explain and support any additional other direct costs included in the proposal.

- (1) Indirect Costs.
 - (a) Discuss the development of each proposed indirect expense rate (e.g., labor overhead, material overhead, off-site burden, general and administrative (G&A)). Specifically identify the cost elements included in the base to which each rate is applied. List the indirect expense rates experienced for the past two years. Explain any significant variance between the experienced and proposed rates. Submit evidence of Government approval of each indirect rate if available.
 - (b) Identify separately any independent research and development expenses included in the G&A rate

4.0 SUPPLEMENTAL BUSINESS/COST INFORMATION

4.1 Financial Statement.

Submit a copy of your annual financial statements for the last three years and any information regarding additional resources required to perform the proposed effort such as an established line of credit or other financial resource. If this information has recently been submitted to JPL resubmittal is not necessary, simply reference the applicable JPL RFP number under which the data was submitted.

4.2 Royalties.

If your proposal contains costs for royalties, indicate the amount and be ready to furnish details.

4.3 Accounting Calendar.

The proposer will furnish its accounting calendar for each year in which work is anticipated.

4.4 Attachments

The Section of this RFP entitled "Attachments" consists of those forms and documents containing information applicable to this RFP. Group A Attachments must be completed and attached to your cost proposal. Group B Attachments consist of forms and documents for informational purposes only and can be accessed via the electronic address provided below. Hard copies of the Group B Attachments will be mailed by request only. Note that the Group B Attachments are very important and may be required under the Contract.



ATTACHMENTS TO THE SOLICITATION

The following attached forms and documents are organized into two major groupings:

1. Group A must be completed and returned as part of your quotation or proposal.
2. Group B are for information purposes only in preparing your quotation/proposal.

NOTE TO PROPOSERS: Forms and documents listed below are not applicable unless the box preceding the Attachment Number is marked . See:

<http://acquisition.jpl.nasa.gov/groupb.htm>

GROUP A - Complete and return as part of your quotation/cost proposal, as applicable:

Attachment	Title and Form Number
<input checked="" type="checkbox"/>	A-1 Acknowledgment (form JPL 2384)
<input checked="" type="checkbox"/>	A-2 Cost Accounting Standards (form JPL 2842)
<input checked="" type="checkbox"/>	A-3 Government Property Questionnaire (form JPL 0544)
<input type="checkbox"/>	A-4 (RESERVED)
<input type="checkbox"/>	A-5 (RESERVED)
<input type="checkbox"/>	A-6 Notice of Total Small Business Set-Aside (form JPL 4022)
<input type="checkbox"/>	A-7 Notice of Total Small Business Set-Aside - Modified (form JPL 4023)
<input type="checkbox"/>	A-8 Acknowledgment – RSA Subcontract (form JPL 2384-8)
<input type="checkbox"/>	A-9 (RESERVED)
<input type="checkbox"/>	A-10 (RESERVED)
<input type="checkbox"/>	A-11 (RESERVED)
<input type="checkbox"/>	A-12 (RESERVED)
<input type="checkbox"/>	A-13 (RESERVED)
<input type="checkbox"/>	A-14 Past Performance (form JPL 0358)
<input checked="" type="checkbox"/>	A-15 Cost Element Breakdown (form JPL 0549)
<input type="checkbox"/>	A-16 Determination of Lowest Overall Price - Time-and-Material Proposals (form JPL 0359)
<input type="checkbox"/>	A-17 Determination of Lowest Overall Price - Labor Hour Proposals (form JPL 0363)
<input type="checkbox"/>	A-18 Determination of Lowest Overall Price - Labor-Hour Proposals to JPL-Provided Rate Ranges (form JPL 0364)
<input type="checkbox"/>	A-19 Cost Elements Breakdown (Short Form) (form JPL 0549-1)

GROUP B - For information only:

Attachment	Title and Form Number
<input checked="" type="checkbox"/>	B-1 Waiver of Rights to Inventions (form JPL 62-301)
<input checked="" type="checkbox"/>	B-2 Summary Work Breakdown Structure (no form number)
<input type="checkbox"/>	B-3 Notice to Offerors (form JPL 2843)
<input type="checkbox"/>	B-4 Instructions for Patent Agreement for Use in Support Service Contracts (form JPL 2844) Patent Agreement (form JPL 1929)
<input type="checkbox"/>	B-5 Notice of Requirement of Pre-award On Site Equal Opportunity Compliance Review (form JPL 3553)
<input checked="" type="checkbox"/>	B-6 Requirements for A Subcontracting Plan (form JPL 0294)
<input checked="" type="checkbox"/>	B-7 Security Requirements for a Classified Contract (form JPL 2891)
<input checked="" type="checkbox"/>	B-8 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity(Executive Order 11246) (form JPL 2899)
<input type="checkbox"/>	B-9.1 Notice to Prospective Contractors of Requirement for an Environmental Audit of the Lease Facilities (form JPL 2896)
<input type="checkbox"/>	B-9.2 Notice to Prospective Contractors of Requirement for an Environmental Audit of the Lease Facilities – Alternate (form JPL 2896-1)
<input checked="" type="checkbox"/>	B-10 Certificate of Current Cost or Pricing Data (form JPL 2496)
<input type="checkbox"/>	B-11 Standards of Conduct and Procedures for Handling Contractor Personnel Problems, Discipline, and Separation (form JPL 4412)
<input type="checkbox"/>	B-12 (RESERVED)
<input checked="" type="checkbox"/>	B-13 Claims for Exceptions to Cost or Pricing Data (form JPL 2703)

- B-14 (RESERVED)
- B-15 (RESERVED)
- B-16 (RESERVED)
- B-17 JPL Contractor Safety and Health Notification (form JPL 2885)
- B-18 (RESERVED)
- B-19 Additional General Provisions – Safety and Health (If applicable, plans required before award)

ACKNOWLEDGMENT

(This Completed Acknowledgment Must Accompany Your Offer)

1. Offeror _____ name: _____

NOTE: Include the full name of the contracting entity, not just the operating division. Such full name is the name that would go in the contract if awarded to your firm.

2. Name and telephone number of persons authorized to conduct negotiations:

Name: _____ Phone Number: _____

3. The Offeror acknowledges that the Specimen Contract, including the Special Provisions, General Provisions, Additional General Provisions and Attachments, are acceptable in case of contract award.

NOTE: The General Provisions and Additional General Provisions cannot be altered without NASA approval.

Yes No (If no, attach a detailed explanation of the exceptions, including rationale.)

4. Name, address, phone number of cognizant Government Audit Agency representative:

5. a. Audit Reports. The Offeror agrees that all Government audit reports directly related to its offer(s) and contract, if any, resulting from this solicitation are authorized to be released to JPL. Yes

b. Are you a State or Local Government or Nonprofit Organization subject to Office of Management and Budget Circular No. A-133? Yes No

If yes, the "year ending" date of the most recent report is: _____
(enclose a copy of the most recent report, unless previously submitted to JPL).

6. All prospective procurements (excluding construction) with an estimated contract value of \$10,000,000 or more require that a determination be made by the Department of Labor (DOL) regarding a prospective domestic contractor's Equal Employment Opportunity (EEO) status. A determination that the Offeror is either in compliance or is able to comply with EEO laws is a prerequisite to the Offeror's eligibility for award.

If the offer is for \$10,000,000 or more, the Offeror acknowledges that it has has not successfully survived an EEO survey within two years of the anticipated award date. (If the Offeror checked the "has" box, a copy of the EEO Clearance should be included with the offer).

7. The Offeror acknowledges that the offer will be valid for _____ days after the date for receipt of offers specified on the cover page of this solicitation.

8. The Offeror acknowledges receiving the following Addenda to the RFQ/RFP:

NOTE: Failure to acknowledge receipt of all Addenda may result in your offer being rejected.

9.a. Preference will be given to United States (U.S.) domestic end products under the Buy American Act (BAA) for those items to be used in the U.S. and under the Balance of Payments Program (BPP) for supplies and services (including construction) to be used outside the U.S.

b. The Offeror certifies that each end product/service to be supplied is domestic, as defined in the BAA and BPP, except for those which the Offeror has listed, with country of origin shown, on a separate attachment to this Acknowledgment and that components of unknown origin were considered by the Offeror to have been mined, produced, or manufactured outside the U.S. The Offeror also certifies whether the offeror qualifies for any special treatment as a signator to any international agreements, such as designated country status under the Trade Agreements Act.

10. Can you supply the requested items through a Federal Supply Schedule (GSA) Contract?

Yes No If yes, list FSS (GSA) Contract No.

11. The Offeror certifies that it is the type of business indicated below. Please check the appropriate box(es), and fill in the blank if appropriate.

- Large Business
 Small Business (as defined by FAR)
 Nonprofit Organization
 Small Disadvantaged Business (as defined by FAR)
 Women-Owned Business (as defined by FAR)
 Educational Institution (as defined by FAR)
 HBCU/OMI
 Sole Ownership
 Partnership
 Corporation, incorporated under the laws of the state of _____
 Permanent place of business in CA or registered to do business in CA

12. Your submittal of a proposal/quotation certifies your compliance with the requirements specified in form JPL 2892, "Certifications," attached to the General Provisions.

3.1.1.1.1 OFFEROR CERTIFICATION

The undersigned certifies that he/she is authorized to certify and to commit his/her company regarding the information on this form and for the total offer amount submitted in response to this solicitation.

Date _____

Firm _____

(Include full name of contracting entity, not just operating division. Such full name is name that would go in contract if awarded to your firm)

Name _____

Title _____

Signature _____

Telephone No. _____

COST ACCOUNTING STANDARDS NOTICE AND CERTIFICATION

This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors must examine each part and provide the requested information to determine Cost Accounting Standards (CAS) requirements applicable to any resulting contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage per 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract exceeding \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (i) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (ii) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation, unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this notice.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below.

(1) Certificate of Concurrent Submission of Disclosure Statement.

- (A) The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
 - i. Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

- ii. One copy to the cognizant Federal auditor.

NOTE: Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the FAR.)

Date of disclosure statement: _____

**IMPORTANT
INFORMATION**

Full name, address and telephone number of the cognizant ACO or Federal Official where filed:

- (B) The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

- (A) The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of disclosure statement: _____

Name and address of cognizant ACO or Federal Official where filed:

- (B) The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

- (A) The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50,000,000 in the cost accounting period immediately preceding the period in which this proposal was submitted.

- (B) The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the JPL Negotiator immediately.

(4) Certificate of Interim Exemption.

CAUTION: *Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50,000,000 or more in the current cost accounting period may not claim this exemption. Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.*

(A) The offeror hereby certifies that:

- (i) The offeror first exceeded the monetary exemption for disclosure, as defined in subparagraph I.(c)(3) above, in the cost accounting period immediately preceding the period in which this offer was submitted; and
- (ii) In accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement.

(B) In accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the JPL Negotiator, in the form specified under subparagraph I.(c)(1) or (2) above, as appropriate, to verify submission of a completed Disclosure Statement.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror will indicate by checking the box below. Checking the box below means that the resulting contract is subject to the “Disclosure and Consistency of Cost Accounting Practices” Additional General Provision in lieu of the “Cost Accounting Standards” General Provision.

CAUTION: *An offeror may not claim eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50,000,000 or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50,000,000 or more.*

- (a) The offeror hereby claims an exemption from the “Cost Accounting Standards” clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the “Disclosure and Consistency of Cost Accounting Practices” Additional General Provision because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50,000,000 in awards of CAS-covered prime contracts and subcontracts
- (b) The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the JPL Negotiator immediately.

III. ADDITIONAL COST ACCOUNTING STANDARDS
APPLICABLE TO EXISTING CONTRACTS

The offeror will indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the "Cost Accounting Standards" General Provision, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

GOVERNMENT PROPERTY

A. INSTRUCTIONS

1. Complete the Government Property Questionnaire (section B. of this form).
2. Include as an enclosure with your proposal the original and one copy of the cognizant Contracting Officer's consent letter, with copies of the Facilities or Equipment exhibit (referenced in paragraph B.1.b.(2), below).

B. GOVERNMENT PROPERTY QUESTIONNAIRE:

1. Government Property:

- a. Will existing Government property be used in performing JPL-proposed work?

Yes No

- b. If "Yes:"

- (1) In accordance with FAR 45.5, request from the cognizant Contracting Officer a consent letter to use Government property on a rent-free, noninterference use basis.
- (2) Prepare a Facilities or Equipment exhibit stating the name, address and telephone number of the cognizant Contracting Officer, facilities contract number, location where work will be performed, purpose for which facilities or equipment will be used and projected period of intended use (first, last and intervening months). Identify the facilities or equipment by item, quantity, and Government property number. Estimate the facilities or equipment rental by monthly rate or total amount which would otherwise be an additional cost item, computed in accordance with FAR 45.403.

2. Government-Furnished Property:

- a. Will JPL be required to supply Government-furnished property (GFP) beyond the GFP (if any) listed in the Specimen Contract?

Yes No

- b. If "Yes," prepare as a separate section on the above exhibit (see paragraph 1.b.(2)) a list of the required GFP. Identify the desired GFP by item, quantity, and use (e.g., expendable or nonexpendable, built into end item, returned to JPL). Indicate the additional costs required if such GFP is not available for performing JPL-proposed work.

COST ELEMENT BREAKDOWN

SUPPORT DATA REF.	COST ELEMENT	PERIOD = month, quarter, year, etc.			
	DIRECT LABOR HOURS (by labor category)				
	TOTAL HOURS				
	DIRECT LABOR RATE (by labor category)				
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	DIRECT LABOR DOLLARS (by labor category)				
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	TOTAL DIRECT LABOR \$	\$	\$	\$	\$
	OVERHEAD				
	base & %	\$	\$	\$	\$
	base & %	\$	\$	\$	\$
	TOTAL OVERHEAD	\$	\$	\$	\$
	MATERIAL	\$	\$	\$	\$
	MATERIAL BURDEN	\$	\$	\$	\$
	SUBCONTRACT	\$	\$	\$	\$
	SUBCONTRACT BURDEN	\$	\$	\$	\$
	OTHER DIRECT COST				
	TRAVEL, etc.	\$	\$	\$	\$
		\$	\$	\$	\$
	TOTAL ODC	\$	\$	\$	\$
	SUB-TOTAL COST	\$	\$	\$	\$
	G&A base & %	\$	\$	\$	\$
	TOTAL COST	\$	\$	\$	\$
	PROFIT/FEE base & %	\$	\$	\$	\$
	TOTAL PRICE	\$	\$	\$	\$

WAIVER OF RIGHTS TO INVENTIONS

This instruction is applicable to proposers who would be subject to the "New Technology" Provision in any resultant contract (e.g., this instruction does not apply to small businesses).

1. If the Contractor elects to file a petition for waiver of rights to inventions, such petition should not be addressed to the Jet Propulsion Laboratory, but to:

NASA Management Office
4800 Oak Grove Drive
Pasadena, California 91109
Attention: Patent Counsel

2. The NASA Patent Waiver Regulations are set forth in 14 CFR, Section 1245, Subpart 1. Under Section 1245.104 of the Regulations, a NASA Contractor or Subcontractor may, prior to or within 30 days after execution of the contract, petition for advance waiver of domestic rights to any or all of the inventions which may be made under the contract. Under Section 1245.105 of the Regulations, a petition for waiver of domestic rights to identified inventions which have been reported to NASA may be filed prior to the filing by NASA of a U.S. patent application, even though a request for an advance waiver was not made or, if made, was not granted.
3. **PROVIDE WRITTEN NOTICE TO THE JPL NEGOTIATOR NAMED IN THIS REQUEST OF THE FILING OF YOUR PETITION FOR ADVANCE WAIVER UNDER SECTION 1245.104 CONCURRENTLY WITH SUCH FILING.**
4. Petition for advance waiver submitted pursuant to Section 1245.104 will be forwarded by the Patent Counsel to the NASA Inventions and Contributions Board for consideration. The Board will either make the necessary findings and recommend to the Administrator of NASA that the waiver be granted, or inform the Patent Counsel that facts which are readily available are insufficient to permit a decision to be made without unduly delaying the execution of the contract. In the latter event, you will be so notified, and within 30 days following execution of the contract, you may request the Board to reconsider the petition on the record or with any additional information you may provide. If your request for waiver is granted, the conditions, reservations and obligations thereof will be included in the instrument of waiver.
5. In the event you are notified of favorable action by the NASA Inventions and Contributions Board on a petition filed by you for advance waiver of rights to all inventions pursuant to 14 CFR, Section 1245.104, prior to the execution of a contract based on your proposal, you shall advise JPL in writing without delay.
6. You should understand that a decision of the NASA Inventions and Contributions Board granting your petition under Section 1245.104 does not expressly or impliedly obligate JPL (i) to enter negotiation or to award to you a contract based on any proposal you may submit in response to this request, (ii) to reimburse you for any costs other than normally allowable

costs in the event you are awarded a contract based on a proposal responsive to this request, or (iii) to indemnify you for any loss or liability incurred as a result of such petition or proposal.

REQUIREMENTS FOR A SUBCONTRACTING PLAN

(NOTICE OF REQUIREMENTS FOR CONTRACTUAL SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS [S/SDB/WOSB] SUBCONTRACTING PLAN)
(These requirements do not apply to small businesses or to JPL contracts for commercial items.)

I. GENERAL

- A. By submitting an offer or bid in response to this solicitation, the offeror acknowledges that it is aware of the requirements in this provision to submit (if the proposed work offers subcontracting possibilities) a contractual plan to include the elements set forth in the provision below entitled "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan" consistent with the terms and value of the contract to be awarded, if any.
- B. The offeror further acknowledges that it is aware that failure of the selected offeror to comply in good faith with any small, small disadvantaged, and women-owned small business subcontracting plan required to be submitted for any resultant contract, shall be a material breach of the contract and may result in the assessment of liquidated damages by the Institute.

II. REQUIREMENTS FOR PROPOSALS

Offerors/bidders which are not small business are to provide preliminary subcontracting plans with proposals over \$500,000 (\$1,000,000 for construction work), unless there are no subcontracting opportunities.

1.1.1.1 iii. Requirements for a comprehensive contractual plan

Within the time specified by the JPL negotiator, the selected Contractor(s) shall submit to the JPL Negotiator a comprehensive subcontracting plan in accordance with the provision below entitled "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan."

**SMALL, SMALL DISADVANTAGED, AND
WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN**

(ref.: FAR 52.219-9, Aug '96)

- (a) This provision does not apply to small business concerns or to JPL contracts for commercial items.
- (b) The offeror, upon request by the JPL negotiator, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, and with women-owned small business concerns. A contract plan must also have a separate part for the basic contract and separate parts for each option (if any). The plan shall be deemed to be included as a part of any resultant contract. The subcontracting plan shall be negotiated within the time specified by the JPL Negotiator.
- (c) The Contractor's subcontracting plan shall include the subcontracting plan requirements set forth in FAR 52.219-9 (August 1996), except as stated here.

- (d) Consistent with efficient Contract performance, the Contractor shall provide adequate and timely consideration of the potentialities of small, small disadvantaged, women-owned small, HBCU, OMU and MI concerns in its “make or buy” decisions.
- (e) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by FAR 52.219-9 (August 1996), except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this Provision; provided:
 - (1) The master plan has been approved;
 - (2) The offeror provides copies of the approved master plan and evidence of its approval to the JPL Negotiator; and
 - (3) Goals and any deviations from the master plan deemed necessary by the JPL Negotiator to satisfy the requirements of the JPL contract are set forth in the individual subcontracting plan.
- (f) Prior compliance of the offeror with other such subcontracting plans under previous contracts may be considered by the JPL Negotiator in determining the responsibility of the offeror for award of the Contract.
- (g) The failure of the Contractor to comply in good faith with (i) the Article of the JPL General Provisions entitled “Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns,” or (ii) an approved plan required by this Provision and the Article of the JPL General Provisions entitled “Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (S/SDB/WOSB Plan)” shall be a material breach of the Contract and may result in the assessment of liquidated damages by the Institute.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

- (a) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows, effective from October 3, 1980, until further notice:

	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
For Kern County, CA	19.1%	6.9%
For Los Angeles County, CA	28.3%	6.9%
For Riverside & San Bernardino Counties, CA	19.0%	6.9%

- (b) These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.
- (c) The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Article, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulation in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. The notification shall list:
- (1) The name, address and telephone number of the subcontractor;
 - (2) Employer identification number;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) The geographical area in which the contract is to be performed.
- (e) As used in this Notice and in the Contract, the "covered area" is the county in which the subject project is located.



CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data, as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4, submitted, either actually or by specific identification in writing, to the California Institute of Technology (JPL) in support of (*) _____ are accurate, complete, and current as of _____ (**)

Day Month Year

This certification includes the cost or pricing data supporting any advance agreement(s) and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm: _____

Signature: _____

By:

Name: _____

Title: _____

_____ (***)
Date of Execution

(*) *Describe the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g., Proposal No. _____, dated _____).*

(**) *This date shall be the date when price negotiations were concluded and price agreement was reached or, if applicable, another date agreed upon between the parties that is as close as practicable to the date of agreement on price.*

(***) *This date should be as close as practicable to the date when the price negotiations were concluded and the Contract price was agreed to.*

CLAIMS FOR EXCEPTIONS TO COST OR PRICING DATA

(This information is applicable if either the basic Contract or any modification exceeds \$550,000.)

(a) Contractor Cost or Pricing Data.

(1) Whenever the negotiated price of the basic Contract, or the negotiated price of any change or other modification to this Contract, is expected to exceed \$550,000, the Contractor agrees to furnish the Institute certified cost or pricing data, unless a waiver applies or a determination is made that an exception applies (the price is based on adequate price competition, prices set by law or regulation, or the contract is for a commercial item). Whenever certified cost or pricing data are required, the Contractor agrees to furnish the data in the format requested by JPL or if JPL does not so specify, per Table 15-2 of FAR 15.408 and agrees to submit the JPL certificate form JPL 2496 or equivalent as soon as practicable after agreement on price but before award.

(2) Exceptions to Cost or Pricing Data.

(A) (i) Basic Contracts. In lieu of submitting cost or pricing data for the basic Contract, offerors may submit a written request for exception by submitting the information described under paragraph (B), below.

(ii) Contract Modifications. In lieu of submitting cost or pricing data for modifications under this Contract, for price adjustments expected to exceed \$550,000 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described under paragraph (B), below.

(iii) JPL may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(B) The relevant part of the following information is to be submitted when requesting an exception:

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include:

- a. For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- b. For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- c. For items included on an active Federal Supply Service Multiple Award Schedule or any other Federal Government contract, proof that an exception has been granted for the schedule item.

(iii) Information on Modifications of Contracts or Subcontracts for Commercial Items. If (i) the original Contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for a commercial item; and (ii) the modification (to the Contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the Contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(C) The Offeror/Contractor grants JPL or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's/Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) (Reserved).

