



Date: May 24, 2021

Attn: Prospective Bidders

Subject: JPL Competitive Request for Proposal (RFP) No. AG-2664-1657771 for TSAS
Temporary Support and Services.

Reference: Enclosures

The Jet Propulsion Laboratory (JPL) invites your organization to submit a written proposal in conformance with the instructions contained in this letter and its enclosures, which comprise the RFP for JPL's acquisition of the subject effort.

This RFP does not commit JPL or the Government of the United States to pay any costs incurred in submitting your proposal, making studies or designs for preparing the proposal, or in procuring or subcontracting for services or supplies related to the proposal.

Provide the name of your cognizant Government Audit Agency (i.e., DCAA, etc.), if any, their phone number and point of contact, and any copy of a letter that indicates their approval of your organization's direct and indirect rates. Submit your proposal by email to be undersigned.

Please note that your proposal is due at JPL no later than: June 24, 2021 by 3:00 p.m. Pacific Time.
Attachment A-14 is due June 7, 2021 by 3:00pm Pacific Time.

As a convenience to JPL, you are requested to provide the undersigned, by no later than May 31, 2021, an e mail statement that you do or do not intend to submit a proposal.

Should you have any questions, please address them to the undersigned by phone or e mail.

Sincerely,

Angela R Glenore
Subcontracts Manager
Phone No.: (818) 354-4750
E-mail: Angela.R.Glenore@jpl.nasa.gov

Enclosures: Request For Proposal
Specimen Contract



JET PROPULSION LABORATORY
CALIFORNIA INSTITUTE OF TECHNOLOGY

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO.:AG-2664-1657771

FOR:

TSAS

Temporary Support and Services

**PROPOSALS TO BE RECEIVED BY JPL NO LATER THAN:
Date: June 24, 2021 by 3:00 p.m. Pacific Time**

*** Attachment A-14 is due June 7, 2021 by 3:00pm Pacific Time**

COMMUNICATIONS IN REFERENCE TO THIS RFP

Any communication in reference to this RFP be in writing and directed to the attention of:

Name: Angela R Glenore
Title: Subcontracts Manager
E-Mail: Angela.R.Glenore@jpl.nasa.gov

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

Date of Issuance: May 24, 2021

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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.* Note that Group B Attachments are very important and may become requirements under the Subcontract.

World Wide Web: <https://www.jpl.nasa.gov/acquisition/terms-conditions>

2. SPECIMEN SUBCONTRACT, Dated May 24, 2021

GENERAL INSTRUCTIONS

1.0 GENERAL REQUIREMENTS/INFORMATION

The effort to be performed will be in accordance with the Specimen Subcontract; 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 the California Institute of Technology (including its operating division, JPL) or the United States Government to pay any proposal preparation or other costs related to the submission of a proposal(s). Proposers shall participate in this RFP process solely at their own risk and expense. JPL reserves the right to cancel this RFP and to reject any or all proposals.

1.1 Data

If the proposal contains data that are 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. AG-2664-1657771 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."

1.2 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 Subcontracts Manager referenced by "Attention:" on the RFP cover page. When appropriate, responses to requests, as well as any JPL initiated changes, will be provided to any prospective proposer(s) as addenda to the RFP.

1.3 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 while participating in this RFP process.

1.4 Proposals via E-Mail Only

Proposals are to be submitted **only** as an attachment(s) to an e-mail, and must:

- Have a scanned signature or an e-signature.
- Be limited to one or more of the following file formats:
 - ".pdf" (preferred)
 - ".doc" or ".docx" for Word files,
 - ".xls" or ".xlsx" for Excel files
 - ".ppt" or ".pptx" for PowerPoint files.
- **Not** be an ".exe" or encrypted file or have multiple file extensions (e.g., doc.pdf). JPL IT Security system may reject multiple file extensions for suspected malicious content.

- Be sent to the Subcontracts Manager referenced by “Attention:” on the RFP cover page.
- **BE 20MB OR LESS in total size for the entire e-mail (including all attachments, signatures, text contained in the body of the e-mail, company logos, etc.). If your email exceeds 20MB, the proposal must be sent in more than one e-mail.**
- **If any spreadsheets exceed 8 ½ x 11” forward hard copies.**

Notify the Subcontracts Manager referenced on the JPL RFP Cover Page if multiple e-mails are needed for a given volume of your proposal (e.g., technical/Management, Cost, or Past Performance [if any]).

If the submission of more than one e-mail is required, then ALL e-mails must be received by the time and date stated on the RFP cover sheet.

2.0 LATE E-MAIL PROPOSALS:

Any proposal, portion of a proposal, or unrequested proposal revision received at JPL after the date(s) and time(s) specified on the cover page of this RFP will not be considered for evaluation and award, except under any of the following circumstances:

- 2.1 It was received at the initial point of entry to the JPL infrastructure not later than 5:00 P.M. Pacific Time one working day prior to the date specified for receipt of proposals.
- 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 by JPL records.
- 2.3 No acceptable proposal(s) are received as of the proposal due date(s) and time.
- 2.4 If any emergency or unanticipated event interrupts normal JPL operations so that proposals cannot be received by JPL by the date(s) and time(s) specified on the cover page of this RFP, and urgent JPL requirements preclude amendment of the solicitation closing date, the date(s) and time(s) 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 operations 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); JPL shall not complete the initial evaluation of any proposal when it is determined that the proposal is unacceptable per NASA Far Supplement 1815.305-70.

3.1 Proposal Evaluation

Proposals will be evaluated and scored according to the criteria described in the Technical/Management Proposal Instructions of the RFP. Although cost/price will not be scored, the proposed cost/price shall be a substantial factor in source selection and is of equal importance to the combined technical and management areas. Source selection will be based on the responsive, responsible (within the meaning of Federal Acquisition Regulation, Subpart 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 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 its higher qualitative merits are commensurate with providing best overall “value.” The proposal evaluation process is as follows:

- 3.1.1 Initial Evaluation: 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 Proposal Adjustments: Cost/price proposals are reviewed for mathematical accuracy, rate application, omissions, and 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 Pre-Competitive Range Communications: JPL may, at its discretion, conduct communications with one or more proposer(s) for the purpose of determining whether the proposer(s) should be included in the competitive range. Such communications may be conducted to address:
- (i) ambiguities in the proposal or other concerns (e.g., perceived deficiencies, weaknesses, errors, omissions or mistakes)
 - (ii) Information relating to relevant past performance.
- 3.1.4 Competitive Range Discussions: 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 Cost Realism: Primarily, for cost-type proposals (but typically not for fixed price), JPL's final evaluation may include completing a thorough assessment of the cost realism of each cost estimate or fixed price and comparing the cost estimates or fixed prices. 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/price of any subcontract that is most likely to result from the offeror's proposal.
- 3.1.6 Final Evaluation: 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 Subcontractor(s) for negotiations or award.

3.2 Final Proposal Revision

At the conclusion of discussions/fact findings, if any, each proposer will be given an opportunity to submit a Final Proposal Revision (FPR) as follows:

- 3.2.1 JPL will issue a request for FPR.
- 3.2.2 The proposer may respond to the request for an FPR with an updated FPR. If there are changes to cost, a revised cost proposal must be submitted that includes traceability of the revised costs to the WBS in the original proposal.
- 3.2.3 JPL will then appropriately modify the Specimen Subcontract, as needed. JPL will then send the proposer a subcontract to sign.

- 3.2.4 The proposer will then sign the subcontract and return it to JPL. The proposer's signature constitutes a binding offer should proposer be awarded the subcontract.

3.3 Additional Selection

JPL reserves all rights to identify additional Small Business sources with whom JPL may negotiate a replacement Subcontract during the ten-year period of performance for any business reason including, but not limited to, poor performance by incumbent Subcontractor or reclassification of incumbent Subcontractor to an Other-Than-Small-Business.

4.0 EXCEPTIONS/DECLINATIONS

Any exceptions to either the RFP and/or Specimen Subcontract (including its exhibits) under a Final Proposal Revision (FPR) RFP, or declination to provide FPR Cost Instruction -requested rate information, may make your proposal unacceptable for evaluation. **For each and every exception or declination you must provide a detailed explanation and associated full rationale; place in a special section of your proposal entitled "Exceptions/Declinations."**

TECHNICAL/MANAGEMENT PROPOSAL INSTRUCTIONS

1.0 BACKGROUND INFORMATION

JPL is seeking a Subcontractor to support Temporary Support and Services (TSAS). JPL may request both onsite and offsite support. JPL has no way to make an accurate estimate of the number of subcontractor personnel that will be required over the term of the subcontract, however, an estimated 300 full-time equivalents (leased workers) are anticipated at the start of the Subcontract.

2.0 MANDATORY QUALIFICATIONS

- 2.1 Proposers must meet the following mandatory qualifications by time of solicitation in order to be considered a qualified source and thereby eligible for award. Include how you meet these mandatory qualifications as a distinct section of your Technical/Management proposal.

- 2.1.1 Minimum business base of two-hundred (200) bona fide employees (of the company submitting the offer) employed over the last 12 months.

Note: The proposing business entity, which could be a populated jointed venture, must have a minimum of 200 bona fide employees who were employed by the proposer from a single week in the past 12 months.

- 2.1.1.1 As evidence of fulfillment of the mandatory qualification, submit redacted payroll records from a single week in the past 12 months demonstrating employment of at minimum two-hundred (200) bona fide employees.

- 2.1.2 Meet the specified North American Industry Classification System (NAICS) Code 541715, "Research and Development in the Physical, Engineering, and Life Sciences," and certify that the company is no larger than this size standard.

Note: The "Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts exception applies.

- 2.1.2.1 As evidence of fulfillment of this mandatory qualification, submit a completed Acknowledgement A-6, Notice of Total Small Business Set-Aside (JPL Form 4022) and certify in sam.gov.

3.0 VOLUME I: TECHNICAL/MANAGEMENT PROPOSAL INSTRUCTIONS

JPL will evaluate Volume I of your proposal based on the information asked for in the below table and subsequent “Technical/Management Criteria and Factors,” 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.

TECHNICAL/MANAGEMENT CRITERIA AND THEIR WEIGHTING Maximum Page Limit: 60 *Items marked accordingly will <u>not</u> count to the page limit	
Criteria	Weighting
TECHNICAL/MANAGEMENT CRITERIA	
<ul style="list-style-type: none"> • Criterion 1: Recruiting and Retention <ul style="list-style-type: none"> • Factor 1: Solicitation • Factor 2: Recruiting Expertise • Factor 3: Onboarding • Factor 4: Lower-Tier Subcontractors • Factor 5: Retention 	500
<ul style="list-style-type: none"> • Criterion 2: Operations and Management of Personnel <ul style="list-style-type: none"> • Factor 1: Corporate Staffing Plan • Factor 2: Transition Plan • Factor 3: Onsite Operations Plan • Factor 4: Offsite Operations Plan • Factor 5: Workers' Legal Claims Mitigation Plan • Factor 6: Non-Discrimination and Equal Employment Opportunity Compliance Plan 	300
<ul style="list-style-type: none"> • Criterion 3: Related Experience <ul style="list-style-type: none"> • Factor 1: Previous experience as a prime contractor for an organization of similar size. • Factor 2: Previous experience providing engineering, information technology, top secret/ sensitive compartmented information (TS/SCI) roles 	200
Total Score Possible:	1,000

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 DETAILED PROPOSAL INSTRUCTIONS FOR EVALUATION CRITERIA

Organize your proposal contents by addressing each criteria, factor, and sub-factor as instructed below, in the specified order. Each section shall be appropriately labeled with the corresponding section number. Each page shall have a page number listed in either the header or footer. For sub-factors that do not count towards the page limit (as marked by an asterisk) include the response to that sub-factor as an attachment to the proposal. In your proposal response state "Refer to Attachment X". Any proposals submitted that are not organized in order of the below listed evaluation criteria, may be deemed as non-responsive. If requested, ensure any sample reports or data reference the corresponding criterion, factor(s) or sub-factor(s).

Formatting of the proposal shall be as follows: one-inch margins on all sides, single-spaced 12pt Times New Roman font. Cover pages and table of content pages will not count towards the page limit.

4.1 Criterion 1: Recruiting and Retention.

4.1.1 Factor 1: Solicitation. The proposer shall describe the following:

- 4.1.1.1 Recruiting plan to identify and source candidates including but not limited to use of online platforms, University recruiting, conferences, etc.
- 4.1.1.2 Process to submit candidates for review including document submission (resumes, technical papers), candidate salary.
- 4.1.1.3 Process to facilitate feedback between JPL hiring manager and proposer regarding candidates, including process for interviewing candidates.
- 4.1.1.4 Online solicitation portal.
*Include images and/or documents to show layout of portal.
*Images will not count towards the page limit.

4.1.2 Factor 2: Recruiting Expertise. The proposer shall describe the following:

- 4.1.2.1 Ability to recruit personnel including administrative, technical, and highly skilled professionals. A list of labor classifications is provided in Exhibit 5 Labor Classifications and Rate Ranges.
- 4.1.2.2 Possession of an active Facility Clearance and plan to provide a Facility Security Officer (FSO).
4.1.2.2.1 If applicable, foreign ownership, control or influence over your company.
- 4.1.2.3 Ability to recruit personnel with Top Secret / Sensitive Compartmented Information (TS/SCI) personnel.
- 4.1.2.4 Experience transferring clearances between sponsors.
- 4.1.2.5 Demonstrated technical expertise to recruit, identify, and review skillset including, but not limited to, skilled technicians, engineering roles, information technology roles.
- 4.1.2.6 Process to screen candidates including but not limited to: background screening, drug screening, degree/certification screening.
- 4.1.2.7 Ability to recruit and process foreign nationals (as applicable).
- 4.1.2.8 Ability to attract talent as an employer of choice. Describe your industry presence, including but not limited to: interaction at conferences, online/social media presence, etc.
- 4.1.2.9 Ability to support Diversity, Equity, and Inclusion to recruit top talent.

4.1.3 Factor 3: Onboarding. The proposer shall describe the following:

- 4.1.3.1 Support provided to leased workers for first day and week at JPL. Include plan for both personnel performing work on-site at JPL's facility, off-site at another requested work location, and off-site at the affiliate's home.
- 4.1.3.2 Ability to leverage and transfer existing clearances to JPL's Sensitive Compartmented Information Facility (SCIF).

4.1.4 Factor 4: Lower-Tier Subcontractors. The proposer shall describe the following:

- 4.1.4.1 Plan for partnering with lower-tier partners (if any) to meet JPL requirements. Include a discussion, but not limited to, the following:
 - 4.1.4.1.1 Discuss current lower-tier partners, including reason for selection.
 - 4.1.4.1.2 Discuss process for selecting future lower-tier partners.
 - 4.1.4.1.3 Estimate % of leased workers via lower-tier.
- 4.1.4.2 Plan to incorporate lower-tier partners upon JPL's request, including but not limited to Domestic and Foreign entities.
- 4.1.4.3 Plan for managing lower-tier leased workers including but not limited to: timecard review, onboarding/offboarding process, training completion, etc.

4.1.5 Factor 5: Retention. The proposer shall describe the following:

- 4.1.5.1 Ability to attract and retain talent.
- 4.1.5.2 Ability to support Diversity, Equity, and Inclusion to attract and retain talent.
- 4.1.5.3 *Benefits package including but not limited to: vacation policy, benefits package, retirement plan. Include requirements for personnel to qualify for benefits. Describe how benefits package compare to Aerospace Industry standard.
*Will not count towards page limit.
- 4.1.5.4 Process for determining exempt or non-exempt employees identified in Attachment C supporting this subcontract including but not limited to: overtime, double-time.
- 4.1.5.5 For personnel who do not qualify for benefits, describe how the labor-hour pricing will be handled separately.
- 4.1.5.6 Describe plan for providing monetary merit awards to personnel upon JPL's request.
- 4.1.5.7 Describe plan for providing training to keep personnel current with industry best practices.

4.2 Criterion 2: Operations and Management of Personnel

4.2.1 Factor 1: Corporate Staffing Plan. The proposer shall describe the following:

- 4.2.1.1 Composition of corporate staff, including but not limited to: Executive Leadership, Contracts, Human Resources, Programs, Accounting/Billing, Recruiting, Safety, Information Technology Reference Article 3, Section 4.0 Key Personnel and Facilities of the Specimen Subcontract.
- 4.2.1.2 Plan for providing an onsite Safety Coordinator (or equivalent).
- 4.2.1.3 Provide the minimum number of recruiters per 100 personnel.
Note: JPL expects recruiting personnel to adjust accordingly as headcount increases or decreases per 100 leased workers.
- 4.2.1.4 Provide the minimum number of program managers per full-time equivalent (FTE) count.
- 4.2.1.5 The percentage of business base JPL will be to subcontractor, if proposer is selected.
 - 4.2.1.5.1 Discuss how other customer contracts will provide synergies or opportunities to recruit talent to JPL.
 - 4.2.1.5.2 Describe how any conflicts in recruiting will be resolved between customers.

4.2.2 Factor 2: Transition Plan. The proposer shall, at minimum, describe the following:

- 4.2.2.1 Transition milestone schedule to include a list of tasks including but not limited to: payroll transitions, alignment to JPL's billing system, transition of appropriate project/task information, access to JPL's network.
- 4.2.2.2 Communication to personnel including but not limited to: timeline, actions required by personnel, benefits package, timekeeping instructions, corporate points of contact.
- 4.2.2.3 Communication to JPL Technical Managers including but not limited to: points of contact, solicitation portal training.
- 4.2.2.4 Plan to prevent any disruption in service, including personnel access to JPL facility, JPL resources, and ability to record and submit hours performed against the approved project/task information.

4.2.3 Factor 3: Onsite Operations. The proposer shall describe the following:

- 4.2.3.1 Plan for managing personnel performing work at JPL's facility.
- 4.2.3.2 *Timekeeping Policy.
*Will not count towards page limit.
- 4.2.3.3 Subcontract Work Order (SWO) Process Plan.
Note: review Article 1 of Specimen Subcontract, Exhibit 10 Subcontract Work Order Procedure and Exhibit 11 SWO Template.
- 4.2.3.4 *Safety Plan to include personnel performing work at JPL's facility, at a designated offsite facility, and from leased workers' homes.
 - 4.2.3.4.1 *Include an Injury and Illness Prevention Plan (IIPP)
Note: completion of Exhibit 4: JPL Subcontractor Environmental Safety and Health Plan (Form 2885) is acceptable.
 - 4.2.3.4.2 *Include an Occupational Safety and Health Administration (OSHA) Total Recordable Incident Rate (TRIR) for the last three (3) consecutive years.
 - 4.2.3.4.3 *Include the current corporate Experience Modification Rate (EMR).
*Will not count towards page limit.
- 4.2.3.5 Contingency plan for personnel parking when required to perform work at JPL, if JPL is unable to provide onsite parking.
Note: if necessary, JPL will reimburse through material costs in the future.
- 4.2.3.6 Plan for retrieving and returning any JPL issued equipment or resources upon completion of an affiliate's term, including but not limited to: laptops, cellphones, JPL badges.
- 4.2.3.7 Plan for corrective action for underperforming personnel. Include a plan for rapid replacement when personnel do not perform as required by JPL. Describe timeframe for replacing resource.
- 4.2.4 Factor 4: Offsite Operations.** The proposer shall describe the following:
 - 4.2.4.1 Plan for managing personnel performing work at a designated offsite location, and for personnel performing work from their homes.
 - 4.2.4.2 Plan for monitoring performance, and reviewing timecards of personnel.
 - 4.2.4.3 While not required in performance of this Subcontract, describe any corporate office space that may be provided to personnel to perform work at.
 - 4.2.4.4 Plan for addressing safety and mental well-being for personnel performing work at their homes.
- 4.2.5 Factor 5: Workers' Legal Claims Mitigation Plan.** The proposer shall describe the following:
 - 4.2.5.1 Plan for mitigating the risk of related claims from your personnel against JPL, including but not limited to: hiring and firing, assignment of work, managing benefits, performance evaluation and counseling, supervision of employees, or continuous training of co-employment issues.
- 4.2.6 Factor 6: Non-Discrimination and Equal Opportunity Compliance Plan** The proposer shall describe the following:
 - 4.2.6.1 *Compliance Plan for Non-Discrimination and Equal Employment Opportunity. Provide copies of related company policies, evidence that relevant Subcontractor personnel (such as Subcontractor Human Resources) are knowledgeable of relevant State and local labor laws related to training and handling allegations of harassment, discrimination or retaliation.
*Will not count towards page limit.
- 4.3 Criterion 3: Related Experience**
 - 4.3.1 Factor 1:** Submit up to three (3) previous contracts with companies or agencies within the last three (3) years, and points of contact (to include current email and telephone number) to which your company has provided similar recruiting and staffing support services.
 - 4.3.2 Factor 2:** Describe your experience within the last three (3) years in providing technical expertise to recruit and retain for engineering, information technology, and top secret / sensitive compartmented information (TS/SCI) roles.

VOLUME II: PRICE INSTRUCTIONS

(Time & Material RFPs)

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

1.0 PROPOSAL PRICING

- 1.1 Provide multiplier rate and provide fringe, overhead, general and administrative (G&A), and fee.
- 1.2 Complete and return Attachment C-Detailed Sample Cost Worksheet. Instructions detailing how to fill out each column are as follows:
 - 1.2.1 Rate
 - 1.2.1.1 Subcontractor Personnel: provide fringe, overhead, general and administrative, fee, and calculated multiplier for Subcontractor's employees.
 - 1.2.1.2 Fees: insert flat rate fee for any Subcontractor personnel that JPL chooses to hire as a full-time employee of JPL, when that person has performed less than six months of work.
 - 1.2.2 Detailed Sample Cost Worksheet
 - 1.2.2.1 Column A: Job Family provided by JPL.
 - 1.2.2.2 Column B: Labor Classifications are provided by JPL.
 - 1.2.2.3 Column C: SCA Codes are provided by JPL.
 - 1.2.2.4 Column D: Minimum payable direct labor rate provided by JPL
 - 1.2.2.5 Column E: Maximum payable direct labor rate provided by JPL
 - 1.2.2.6 Column F: For analysis purposes only, JPL will review the proposer's costs by utilizing an estimated 80% of the direct labor rate, of the specified rate range.
Note: This is for best value determination only, salary should be based on qualification. JPL is not providing a recommendation on direct labor rates.
 - 1.2.2.7 Column G: Quantity of leased workers to utilize for reference to perform cost analysis.
Note: If a proposer bids a deviation in G&A, Overhead, and/or fee to a labor classification with a quantity zero (0) listed, the proposer shall describe the rationale for that deviation.
 - 1.2.2.8 Column H: Formula utilizes 2,080 hours performed per year and quantity of leased workers for best value determination.
 - 1.2.2.9 Column I: Advise if an overtime rate of 1.5 will be applied (insert "Yes" or "No") per labor classification.
Note: Subcontractor shall adhere to all required applicable State and Federal laws and regulations.
 - 1.2.2.10 Column J: Worksheet calculates costs for overtime, and estimates approximately 3 hours of overtime performed per week per affiliate.
Note: JPL is not advising that overtime will be performed, nor providing an estimate on the number of hours past 40 per week to be performed. This information is for best value determination only.
 - 1.2.2.11 Column K: Provide your proposed FICA rate. This will be used for proposal evaluation and any future negotiations due to regulatory changes. Only column P, "Total Fringe" will be incorporated to the Subcontract.
 - 1.2.2.12 Column L: Provide rate for proposed medical benefits. This will be used for proposal evaluation and any future negotiations due to regulatory changes. Only column P, "Total Fringe" will be incorporated to the Subcontract.
 - 1.2.2.13 Column M: Provide rate for proposed 401k. This will be used for proposal evaluation and any future negotiations due to regulatory changes. Only column P, "Total Fringe" will be incorporated to the Subcontract.
 - 1.2.2.14 Column N: Provide rate for proposed paid time off (PTO). This will be used for proposal evaluation and any future negotiations due to regulatory changes. Only column P, "Total Fringe" will be incorporated to the Subcontract.
 - 1.2.2.15 Column O: Provide rate for any additional fringe not included in columns K-O to reach total fringe found in column P.
Note: provide a discussion on what "other fringe" is being proposed.

- 1.2.2.16 Column P: Worksheet calculates the total fringe rate. Sum of P through R will be included in the Subcontract.
- 1.2.2.17 Column Q: Provide rate for Overhead.
- 1.2.2.18 Column R: Provide rate for general and administrative (G&A) expenses.
- 1.2.2.19 Column S: Worksheet calculates multiplier that will be incorporated in the Subcontract.
- 1.2.2.20 Column T: Provide additional markup (if any) for lower-tier subcontractors, up to 10%.
- 1.2.2.21 Column U: Worksheet calculates additional markup.
- 1.2.2.22 Column V: Provide estimated percentage of work to be outsourced to lower-tier subcontractors consistent with technical/management proposal.
- 1.2.2.23 Column W: Worksheet will calculate lower-tier allocation and cost.
- 1.2.2.24 Column X: Provide fee for fixed hourly profit.
- 1.2.2.25 Column Y: Submit Multiplier Rate
- 1.2.2.26 Column Z: Worksheet will calculate total estimated cost.

NOTE: See the Specimen Subcontract's General Provision (GP) entitled "Timekeeping and Payments," and Additional General Provision (AGP) entitled "Service Contract Act of 1965 as Amended (Long Form)," as applicable, when determining rates.

2.0 MATERIALS COSTS

Materials costs may include travel expenses, specialized software as required by JPL, or other direct costs that are required by JPL. Fringe, overhead, and fee shall not be applied to materials costs and are unallowable.

3.0 SUPPLEMENTAL BUSINESS/COST INFORMATION

3.1 Financial Statement/Responsibility

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.

Note: audited financial statements are preferred.

Include a copy of a letter of credit from your bank, if available or applicable, showing how much credit was initially granted to you and how much is available.

Identify any third parties who may have security liens on your intellectual property, personal property, or general intangibles. Identify the nature of the liens and the source of the liens (e.g. court judgment, security agreement, factor agreement, etc.)

Demonstrate you have the financial resources to handle a subcontract of the dollar value anticipated.

Submit documentation providing evidence you have the financial resources capable to handle a payroll of 300 leased workers.

3.2 Accounting Calendar.

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

3.3 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. Note that the Group B Attachments are very important and may be required under the Subcontract.

Attachments to the Solicitation

(unless otherwise indicated, below forms are found at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/>)

GROUP A – Complete and return as part of your quotation/proposal those marked with an “X”

Non-Construction and Construction Solicitation Types:

<input checked="" type="checkbox"/> A-1	Acknowledgment (Form JPL 2384-A1)
<input type="checkbox"/> A-2	Cost Accounting Standards (CAS) Notice and Certification (Form JPL 2455-A2)
<input type="checkbox"/> A-3	Government Property (Form JPL 0544-A3)
<input type="checkbox"/> A-4	Commercial Items or Services (Form JPL 2384-A4)
<input type="checkbox"/> A-5	Acknowledgment of CREI/FPEI (Form JPL 2384-A5)
<input checked="" type="checkbox"/> A-6	Notice of Small Business Set-Aside (Form JPL 4022-A6)
<input type="checkbox"/> A-7	Notice of Small Business Set-Aside – Modified (Form JPL 4022-A7)
<input type="checkbox"/> A-8	Acknowledgment of RSA Subcontract (Form JPL 2384-A8)
<input checked="" type="checkbox"/> A-14	Past Performance (Form JPL 0358-A14)
<input type="checkbox"/> A-15	Cost Element Breakdown - Long Form (Form JPL 0549-A15)
<input type="checkbox"/> A-16	Determination of Lowest Overall Price (Form JPL 0359-A16)
<input type="checkbox"/> A-19	Cost Elements Breakdown - Short Form (Form JPL 0549-A19)
<input checked="" type="checkbox"/> A-20	Evidence of Adequacy of Accounting System (Form JPL 7370-A20)
<input checked="" type="checkbox"/> A-21	Supplier Information Request (Form JPL 7255-A21)

Construction Solicitation Type Only:

<input type="checkbox"/> A-30	Bid Form (Form JPL 3107-A30) NOTE: This Attachment is found in the Solicitation/Bid Package sent to you
<input type="checkbox"/> A-31	Bid Bond (Form JPL 1825-A31)
<input type="checkbox"/> A-32	Price Breakdown Form (no form no.)
<input type="checkbox"/> A-33	Experience Modification Rate (EMR), Recordable Incident Rate, Lost Time Incident Rate (JPL 7245-A33)

GROUP B – Those marked with an “X” are for use in preparing your quotation/proposal:

Non-Construction and Construction Solicitation Types:

<input type="checkbox"/> B-1	Waiver of Rights to Inventions (Form JPL 62-301-B1)
<input type="checkbox"/> B-2	Summary Work Breakdown Structure (no Form number)
<input checked="" type="checkbox"/> B-4	° Instructions for Patent Agreement for Use in Support Service Subcontracts (Form JPL 2844-B4)
	° Patent and Copyright Agreement (Form JPL 1929-B4)
<input checked="" type="checkbox"/> B-5	Notice of Requirement of Pre-award On-Site Equal Opportunity Compliance Review (Form JPL 3553-B5)
<input type="checkbox"/> B-6	Subcontracting Plan Requirements
<input checked="" type="checkbox"/> B-7	Security Requirement for a Classified Subcontract

[X]B-8	Notice of Reqs. for Affirmative Action to Ensure Equal Employment Oppt. (E.O. 11246) (Form JPL 2899-B8)
B-9	[] Notice to Prospective Subcontractors of Req. for an Environ. Audit of the Lease Facilities JPL 2896-B9)
	[] Notice to Prospective Subcontractors of Req. for an Environ. Audit of the Lease Fac. - Alt. (JPL 2896-B9-ALT)
[X]B-10	Certificate of Current Cost or Pricing Data (Form JPL 2496-B10)
[X]B-11	Stds of Conduct & Proc. for Handling Subcontr. Personnel Problems, Discipline, & Separation (JPL 4412)
[X]B-12	Unescorted Access - Subcontractor Badging Instructions and Reqs (during time of solicitation) (7394-B12)
[]B-13	Claims for Exceptions to Cost or Pricing Data (Form JPL 2703-B13)
[]B-17	JPL Subcontractor Environmental, Safety, and Health Plan Requirements (Form JPL 2885)
[x]B-18	Experience Modification Rate (EMR) / Recordable Incident Rate / Lost Time Incident Rate (JPL 7245-B18)
[]B-19	Additional General Provision (AGP) "Safety and Health" (If applicable, plan required before award); see AGP Set.
Construction Solicitation Type Only:	
[]B-31	Notice to Offerors (Form JPL 2843-B31)
[]B-32	Payment Bond (Form JPL 1826-B32)
[]B-33	Performance Bond (Form JPL 1827-B33)
[]B-34	Notice of Award (letter) (Form JPL 0141-B34)
[]B-35	Notice to Proceed (Form JPL 0474-B35)

Acknowledgement

(RFP Attachment A-1)

(This completed acknowledgement must accompany your offer)

Offeror Identification/Point of Contact

1. Offeror name:

Note: Include the full name of the firm (not just any operating division) that would be required by you to appear on a subcontract, if one were to be awarded to your firm.

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

Name:
Name:

Phone Number:
Phone Number:

Offeror Information

3. Please indicate your Business Classification and Organization Type:

Business Classification

(check all appropriate boxes in the left **OR** right column)

☐ Large Business

☐ Nonprofit Organization

☐ Foreign Business/Institution

☐ Government

☐ Educational Institution

☐ Historically Black Colleges &
Universities/Other Minority
Institutions (HBCU/MI)

☐ Small Business (SB)

(plus any of the below, if appropriate)

☐ Small Disadvantaged Business (SDB)

☐ Woman-Owned (WOSB)

☐ HUBZone (HUB)

☐ Veteran-Owned (VOSB)

☐ Service-Disabled VO (SDVOSB)

Organization Type

(check the appropriate type)



<input type="checkbox"/> Individual/Sole proprietor, under the laws of the State of _____. <input type="checkbox"/> Partnership, under the laws of the State of _____. <input type="checkbox"/> Corporation; incorporated under the laws of the State of _____. <input type="checkbox"/> Non-profit <input type="checkbox"/> Government <input type="checkbox"/> Tax Exempt payee <input type="checkbox"/> Limited Liability Company (LLC) --- If "LLC" is checked, you must also select one of the following tax classifications: <input type="checkbox"/> D=disregarded <input type="checkbox"/> C=corporation <input type="checkbox"/> P=partnership
--

Offeror Income Tax Information

4. To comply with CA Revenue and Taxation Code 18662 and CA Franchise Tax Board FTB Publ. 1023, and Internal Revenue Code 1441, JPL must determine if any tax reporting and tax withholding requirements are applicable. See "Notice of Potential Tax Withholding" in the "Subcontracts Form Set" located at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/> for additional information.

Type(s) of Proposed Items (please check all that apply):

- ☐ Goods (commercial off-the-shelf items, no customization)
☐ Customized Goods (goods made or modified for JPL use)
☐ Services (R&D, consulting, contract labor, training services, etc.)
☐ Rents/Leases (tangible or real property)
☐ Royalty/Software

If ONLY the "Goods" box is checked in the above "Type(s) of Proposed Items," skip the "Offeror Information" and "Source of Income" questions below and proceed to

Paragraph 5.

Offeror Information		
(A) Is the payee a non -U.S. Resident (i.e., foreign) individual or supplier?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(B) Is the payee a non -California resident individual or supplier?	<input type="checkbox"/> Yes	<input type="checkbox"/> No



- (C) Has the legal name of your organization changed, or the Taxpayer ID changed, or the organization type changed since your last order/subcontract with JPL? ☐ Yes ☐ No

Source of Income

- (D) Is the purchase for U.S. sourced income payment?
(U.S. sourced income exists if the location of any labor performed or rental/lease of property or use of software is in the U.S.) ☐ Yes ☐ No
- (E) Is the purchase for State of California sourced income payment?
(CA sourced income exists if the location of any labor performed or rental/lease of property or use of software is in the State of California) ☐ Yes ☐ No

Terms and Conditions

5. The Offeror acknowledges that the offer will be valid for 120 days after the date for receipt of offers specified on the cover page of this solicitation.
6. Your submittal of a proposal or quotation certifies your compliance with the requirements specified in form JPL 2892, "Certifications," attached to the General Provisions.
7. Can you supply the requested items through a Federal Supply Schedule (GSA) Contract?
☐ Yes If yes, list FSS (GSA) Contract No.: _____; skip No. 8.
☐ No If no, complete the remainder of this form.
8. The Offeror ☐ acknowledges ☐ does not acknowledge the following are acceptable with no modifications, additions, or deletions in case of subcontract award: the Specimen Subcontract and its: Schedule/Articles, any exhibits and attachments, General Provisions (GPs) Set*, Additional General Provisions (AGPs) Set* (if applicable), and Subcontract Forms Set.* (*can be found at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/>)

Note: Many of the GPs and AGPs cannot be altered without NASA approval. **If you answer "does not acknowledge" above, attach a detailed explanation of the exception(s), including a thorough rationale for each exception.**

Buy American Act

9. 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.
- The Offeror certifies that each end product/service to be supplied is domestic, as defined in the BAA, 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.

Audit/EEO Information

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

Name: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

11. (A) Audit Reports. The Offeror agrees that all Government audit reports directly related to its offer(s) and subcontract, if any, resulting from this solicitation are authorized to be released to JPL. ☐ Yes ☐ No

- (B) Is your organization a State or Local Government or Nonprofit Organization subject to Uniform Guidance 2 CFR200? ☐ Yes ☐ No

If yes, the "year ending" date of the most recent report is: [REDACTED] *(Attach a copy of the most recent report, unless previously submitted to JPL).*

12. 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 subcontractor'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 "has" box is checked, a copy of the EEO Clearance should be included with the offer).*

Earned Value Management (EVM)

13. Does your organization have a validated earned value management (EVM) system?
☐ Yes ☐ No

If yes, validation certified by:

☐ Government Agency name: [REDACTED]

☐ Self-Certified

☐ Dollar threshold at which your organization's internal policy requires EVM: [REDACTED]

Offeror Certification

I, the undersigned, hereby declare that I am a duly authorized representative of the organization below, and I can certify and commit the organization regarding the information on this form, including the total offer amount submitted in response to RFQ/RFP No. [REDACTED].

Further, the Offeror acknowledges receiving the following Addenda No(s). to the RFQ/RFP: [REDACTED]



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

Organization:

Note: Insert legal name of the organization, not operating division. Such legal name is the name used on income tax filings.

Authorized Signature: _____ Date: _____

Type/Print Name: _____ Phone: _____

Notice of Total Small Business Set-Aside

(RFP/ITB/PO Attachment A-6)

1. Definition. "Small business concern" means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and meets the size standards set forth in the Small Business Administration Rules and Regulations, 13 CFR Part 121 - Small Business Size Standards, and identified by the NAICS code(s) in Paragraph 2. below.
2. Size Standard(s) for the Solicited Work. The North American Industry Classification System (NAICS) Code(s) applicable to this Subcontract is: 541715.
3. General.
 - 3.1 Offers are solicited only from small business concerns; offers received from others shall be considered non-responsible and will be rejected.
 - 3.2 Any award resulting from this solicitation will be made to a small business concern.
4. Agreement. The offeror agrees to furnish, in performing the Subcontract, only end items manufactured and/or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service subcontracts.
5. Small Business Status Certification. The offeror must indicate in the Certification on the reverse side of this form, its small business status and whether it agrees to provide end items as determined by the above definitions. The Certification must then be signed by the offeror or duly authorized representative. **Failure to complete and return this form with the offer may render the offer nonresponsive.**
6. Notice: Consequences of Misrepresenting Small Business Status. Any subcontract to be awarded pursuant to this solicitation will be a subcontract under the Prime Contract between the California Institute of Technology/JPL and NASA, and awards to small businesses are counted for small business goal purposes pursuant to the Small Business Plan incorporated into the Prime Contract. Consequently, any person who misrepresents a firm's small business status to obtain a subcontract from JPL under a set-aside procurement would be subject to sanctions under 15



U.S.C. 645(d), which provides that any person making such a misrepresentation shall:

- 6.1 Be punished by imposition of fine, imprisonment, or both;
- 6.2 Be subject to administrative remedies, including suspension and debarment; and
- 6.3 Be ineligible for participation in programs conducted under the authority of the Small Business Act.

CERTIFICATION

The offeror represents and certifies as part of its offer that it ☐ **is** ☐ **is not** a small business concern as described in Paragraph 1. above. (By indicating that it is a small business concern, the offeror certifies that it meets the size standards for the North American Industry Classification System (NAICS) code(s) identified in Paragraph 2. above for the product/work involved. If this solicitation calls for more than one item/type of work and if different NAICS Codes are identified above for different items/types of work, the offeror certifies that it meets the identified NAICS code applicable to the product/work accounting for the greatest percentage of the proposed Subcontract price or, if offers on part of the product/work are permitted, that it meets those of the NAICS code standard(s) identified above applicable to the products/work it offers.

The offeror also ☐ **agrees** ☐ **does not agree** to furnish in performing the Subcontract, only end items which meet the requirements of Paragraph 4. above. (This requirement does not apply in connection with construction or service subcontracts.)

Subcontractor Name: _____

Authorized Signature: _____

Date: _____

Type/Print Name: _____

Past Performance

(RFP/ITB Attachment A-14)

Introduction

1. This Attachment sets forth the requirements to be followed in preparing information on your Past Performance. The information provided will be used to help determine responsibility and must be provided in writing by the date indicated in the RFP.
 - Please provide the Past Performance Volume of your proposal in the same number of copies as your Cost Proposal, unless otherwise indicated by JPL in the RFP Cover Letter.
 - If the Technical/Management part of your proposal is to be presented via an Oral Presentation, then the written Past Performance Volume of your proposal is due by the date indicated on the RFP Title Sheet.

Requirement

2. Provide a synopsis of the five most recent contracts performed by your organization which are similar to the effort described in this RFP.
3. If this RFP contains an evaluation criterion or factor entitled "related experience," please include a synopsis of ALL the efforts you listed in response to that criterion or factor. These synopses must include the following information:
 - Customer Name/Address
 - Subcontract No.
 - Subcontract Type
 - Period of Performance
 - Task or Support Type
 - Average No. of Personnel Assigned to Effort
 - Initial Cost/Price
 - Current/Final Cost/Price
 - Overrun (if any, explain)
 - Description of Effort
 - Current Contract and Technical Persons
 - Telephone Nos.
 - Emails
 - What is/was your functional relation to the subcontract effort?

Evidence of Adequacy of Accounting System

(RFP Attachment A-20)

For the anticipated flexibly priced (see FAR 30.001) subcontract or fixed price with progress payments subcontract, the offeror is required to have an adequate accounting system for accumulating, reporting and billing direct and indirect costs incurred.

The offeror shall submit documentation evidencing an adequate accounting system such as a written determination or other statement from a cognizant federal government auditor or cognizant federal agency official that the system is adequate for flexibly priced subcontracts or for a fixed price subcontract with progress payments. This documentation must include the audit report number, date, and results. Also, identify any deviations from your standard accounting procedures in preparing the proposal to this solicitation.

This determination is required in order to ensure that the offeror's accounting system is adequate for determining costs applicable to this subcontract. An opinion rendered by a Certified Public Accounting (CPA) cannot be substituted for a federal government determination.

If your accounting system has not been reviewed by a federal government agency, you shall submit the following information:

- Company's full name
- DUNS number and cage code
- Company point of contact and phone no.
- Company address where accounting records are located
- Cognizant DCAA Office (address, DCAA point of contact, phone no., and email address)
- Cognizant DCMA Office (address, DCMA point of contact, phone no., and email address)

In addition, you agree to allow JPL to perform an Accounting System Review in order to determine the adequacy of your Accounting System.

Offeror Certification

I, the undersigned, hereby declare that I am a duly authorized representative of the organization below, and I agree to the above conditions.

Organization Name: _____

Authorized Signature: _____ Date: _____

Type/Print Name: _____ Phone: _____

Supplier Information Request Form

(RFP/RFQ/ITB Attachment A-21)

Supplier Identification Information			
Legal Business Name (name entered on tax return):			
Business Name / dba (if different from above):			
Employer Identification Number (EIN):	-	Social Security Number (if no EIN):	- -
CAGE Code (Commercial and Government Entity) <i>CAGE Codes are required by the Federal Acquisition Regulations. For more information or to register for a CAGE Code please go to https://cage.dla.mil/Home/UsageAgree</i>		NAICS Code (North American Industry Classification System) <i>For Primary Business Activity To find your NAICS code by key word please go to https://www.census.gov/eos/www/naics/</i>	
SAM Database (System for Award Management) <i>The System for Award Management is free to use. SAM is a primary source for federal government agencies to find potential vendors. Register at https://www.sam.gov/SAM/.</i>		<input type="checkbox"/> By checking this box the supplier confirms they are registered in the SAM database. (Optional)	
Supplier Location Address		Supplier Payment Address (<input type="checkbox"/> same as location addr.)	
Street Address:		Street Address:	
City:	State:	City:	State:
Zip Code (xxxxx-xxxx): https://www.usps.com	-	Zip Code (xxxxx-xxxx): https://www.usps.com	-
Country/Province:		Country/Province:	
Contact Name:		Contact Name:	
Contact Email Address		Contact Email Address	
Congressional District: www.house.gov/representatives/find-your-representative		Congressional District: www.house.gov/representatives/find-your-representative	
Phone Number:	()- -	Phone Number:	()- -
Fax Number:	()- -	Fax Number:	()- -

Organization Type (please check the appropriate type):	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Individual/Sole proprietor</div> <div style="width: 33%;"><input type="checkbox"/> Non-profit</div> <div style="width: 33%;"><input type="checkbox"/> Tax Exempt payee</div> <div style="width: 33%;"><input type="checkbox"/> Partnership</div> <div style="width: 33%;"><input type="checkbox"/> Government</div> <div style="width: 33%;"><input type="checkbox"/> Corporation; incorporated under the laws of the state of</div> <div style="width: 33%;"><input type="checkbox"/> Limited Liability Company (LLC) --- If "LLC" is checked, you must also select one of the following tax classifications: <input type="checkbox"/></div> <div style="width: 33%;"><i>D=disregarded</i> <input type="checkbox"/> <i>C=corporation</i> <input type="checkbox"/> <i>P=partnership</i></div> </div>	

Business Classification

(check all appropriate boxes in the left **OR** right column)

For Information about Business Classification please go to <https://www.sba.gov/size-standards/>

- ☐ Large Business
- ☐ Nonprofit Organization
- ☐ Foreign Business/Institution
- ☐ Government
- ☐ Educational Institution
 - ☐ Historically Black Colleges & Universities/
Other Minority Institutions (HBCU/MI)

- ☐ Small Business (SB)
(plus any of the below, if appropriate)
 - ☐ Small Disadvantaged Business (SDB)
 - ☐ Woman-Owned (WO)
 - ☐ HUBZone (HUBZ)
 - ☐ Veteran-Owned (VO)
 - ☐ Service-Disabled VO (SDVO)

Notice of Potential Tax Withholding

To comply with CA Revenue and Taxation Code 18662 and CA Franchise Tax Board FTB Publ. 1023, and Internal Revenue Code 1441, JPL must determine if any tax reporting and tax withholding requirements are applicable. See Notice of Potential Tax Withholding (Form 7258) located at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/> under the Other Supporting Documents tile for additional information.

Supplier Certification of Information Provided

Subcontractor Name: _____

Authorized Signature: _____ Date: _____

Type/Print Name: _____

Type/Print Title: _____

See Page 3 below for Authorization for Electronic Invoice Payments

Authorization for Electronic Invoice Payments

Completion of this form authorizes the Jet Propulsion Laboratory to deposit payments due or that become due into the following bank account.

Name (As shown on the bank account): _____

Address: _____

Email Address: (For Remittance Advice) _____

Name of Financial Institution: _____



Financial Institution Address: _____

Account Number: _____

Bank's ACH Routing Number: _____

Additional information necessary for **International wire transfers**. Wire transfers will be issued in either US dollars or foreign currency per invoice instructions.

Beneficiary BIC or SWIFT Code: _____

IBAN Number: _____

Intermediary Bank: (if Required): _____

Intermediary Bank ABA: _____

I understand and acknowledge that if the name on the electronic funds transfer (EFT) account is different than as shown on the Caltech-JPL Vendor Master File and as stated above, the financial institution's procedures may cause a delay in the crediting of said account with my payments, and I hereby expressly relieve Caltech-JPL of any liability I may incur because of a delay caused by the application of a financial institution's procedures and I agree to hold Caltech-JPL harmless.

I further acknowledge and understand that I must take all steps necessary to change or revoke this EFT authorization in the event I desire to change or revoke this authorization. I understand that any change or revocation must be given to Caltech-JPL at least 30 days prior to the desired effective date of such change or revocation.

I understand and acknowledge that upon the effective date of termination of the JPL contract/purchase order/Agreement, for any reason, from Caltech-JPL this authorization for EFT shall be deemed terminated and that the provisions of the California Code, relating to payment of vendors termination of services, shall apply.

Date

Name of Company as it appears on JPL Subcontract

Phone Number

Signature of Authorizing Person

Instructions for Patent Agreements for Use in Support Service Subcontracts

(RFP Attachment B-4)

- 1.0 Each proposer may choose to have either the “New Technology” article (*) (as contained in the Specimen Contract) or the attached Special Provision and Patent Agreement, applicable to work under the subcontract.
- 2.0 If the proposer chooses the “New Technology” article, the periodic reporting and withholding provisions of the article will be in effect, but the subcontractor will be able to apply for a waiver of Government rights to inventions under paragraph (b) (3) of the article.
- 3.0 If the proposer chooses the Patent Agreement, the periodic reporting and withholding provisions of the “New Technology” article will not apply, but the right to petition NASA for ownership of inventions, if any are made by the subcontractor’s personnel, will not be available.
- 4.0 Please indicate in your proposal your choice of either the “New Technology” article (*) or the attached Special Provision and associated Patent Agreement.

(or the “Patent Rights” article if the proposer is a small business or domestic nonprofit organization; such proposers should review the provisions of that article)*

Patent and Copyright Agreement

(RFP Attachment B-4)

This is an agreement under JPL Subcontract No. _____, which is a subcontract under a Prime Contract between the California Institute of Technology (Caltech) and the National Aeronautics and Space Administration (NASA).

JPL Subcontractor:

Subcontract No.:

Subcontract For:

EFFECTIVE DATE OF THIS AGREEMENT:

1. I agree to:

- 1.1 Disclose promptly and fully to the California Institute of Technology, hereinafter referred to as the Institute, or any individual, corporation, or Governmental agency which the Institute may specify, all inventions, discoveries, innovations, improvements, and other matters, whether or not patentable, that I solely, or jointly with others, conceive or actually reduce to practice in the performance of work pursuant to the above-identified Subcontract.
- 1.2 With regard to work on the project(s) described above, assign ownership to all patents to the Subcontractor employer and execute all documents, including assignments of all patent and patent-related rights I may have in matters disclosed pursuant to subparagraph (1), above, and supply all additional information which the Institute, or its designee, requests and deems necessary or desirable in order to obtain patents in the United States and foreign countries, or to perform its patent obligations to others.

[Insert name of Subcontractor] AND THE INSTITUTE AND I AGREE THAT ALL LEGAL RIGHTS, INCLUDING ALL PATENTS, IN AND TO THE SUBCONTRACT WORK DESCRIBED ABOVE SHALL BELONG TO THE INSTITUTE. I THEREFORE FURTHER AGREE TO ASSIGN TO MY SUBCONTRACTOR EMPLOYER FOR REASSIGNMENT TO THE INSTITUTE ANY AND ALL RIGHT, TITLE AND INTEREST I MAY HAVE IN ALL INVENTIONS, DISCOVERIES, INNOVATIONS, IMPROVEMENTS, WHETHER OR NOT PATENTABLE, THAT I SOLELY, OR JOINTLY WITH OTHERS, CONCEIVE OR ACTUALLY REDUCE TO PRACTICE IN THE PERFORMANCE OF WORK PURSUANT TO THE ABOVE-IDENTIFIED SUBCONTRACT.

- 1.3 Refrain from disclosing, prior to notice to the Institute and compliance with policies and procedures of the Institute relating to publications, copyrights, and the release of information to the public, any information relating to the performance or the results of work performed pursuant to the above-identified Subcontract to any person other than my associates in the performance of such work, my employer, the Contracting Officer for the NASA Prime Contract or authorized representative, or employees or designees of the Institute; and I

further understand and agree that nothing contained in this Patent and Copyright Agreement shall affect my obligation to adhere to the applicable requirements of the Espionage Act, United States Code, Title 18, or other laws and regulations bearing on the security of information relating to work pursuant to the above-identified Subcontract.

2. I further understand that if the Institute receives revenue from patents or inventions assigned to it by me pursuant to this Agreement in excess of administrative costs, I shall share in such net revenue according to the established and announced patent policy as in effect on the date of the above-identified Subcontract.
3. In my performance of services pursuant to the above-identified Subcontract, I understand that the Institute shall have no liability to me whatsoever, except as provided herein or arising pursuant to the above-identified Subcontract.
4. I certify that I am not, nor will I voluntarily become, a party to a contract, regulation, or other obligation which will conflict with or otherwise interfere with fulfillment of the obligations I assume under this Patent and Copyright Agreement.

Certification

Subcontractor

Employee Signature:

Date:

Type/Print Name:

DISTRIBUTION: Original - Subcontract; One copy to OGC

Notice of Requirement of Pre-Award On-Site

Equal Opportunity Compliance Review

(RFP/ITB Attachment B-5)

In accordance with regulations of the Office of Federal Contract Compliance, 41 CFR 60-1.20 effective 20 DEC 2005, an award in the amount of \$10,000,000 or more will not be made under this solicitation unless the proposer is found, on the basis of a compliance review, to be able to comply with the provisions of the "Equal Opportunity" Article of this solicitation.

Security Requirements for a Classified Subcontract

(RFP Attachment B-7)

The following security requirements will be required for work on the Classified Specimen Subcontract. No pre-award access to classified information will be required.

Level of Facility clearance required: _____

Safeguarding capability required: _____

ACCESS REQUIREMENTS:

(Note: Only the items check-marked below apply.)

	YES	NO
1. Will access to classified information be required only at other contractor/Government activities?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the subcontractor receive classified documents or other material for reference only (no generation)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the subcontractor receive and generate classified documents or other material?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the subcontractor be required to fabricate/modify/store classified hardware?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the subcontract be for graphics arts services only?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the subcontractor require access to IPO information?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the subcontract require access to restricted data?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the subcontract require access to classified COMSEC information?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the subcontract require cryptographic access authorization?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the subcontract require access to SENSITIVE COMPARTMENTED INFORMATION?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the subcontract require access to Special Access Program information?	<input type="checkbox"/>	<input type="checkbox"/>

12. Will the subcontract require access to U.S. classified information outside of the U.S., Panama Canal Zone, Puerto Rico, U.S. Possessions, and Trust Territories?	<input type="checkbox"/>	<input type="checkbox"/>
13. Will the subcontractor be authorized to request Defense Documentation Center or Defense Information Analysis Center services?	<input type="checkbox"/>	<input type="checkbox"/>
14. Will the subcontractor be involved in classified ADP processing at its facility?	<input type="checkbox"/>	<input type="checkbox"/>

EXPLANATION OF ACCESS REQUIREMENTS

The following is an explanation of the above access requirements:

- Item 1: Note the word "only." The subcontractor will not be required to have any safeguarding capability at the subcontractor's facility if this item is marked "Yes."
- Item 2: Note the word "only." The subcontractor will be required to have safeguarding capabilities.
- Item 3: The subcontractor will be required to have safeguarding capabilities.
- Item 4: If applicable, include as much information as possible to indicate if restricted or closed areas will be required.
- Item 5: Note the word "only." This type of subcontract would not require any specific classification guidance because the markings on the documents provided would be sufficient guidance for the subcontractor.
- Item 6: This means International Pact Organizations, such as North Atlantic Treaty Organization (NATO), Central Treaty Organization (CENTO), and Strategic Arms Reductions Talks (START). Permission of the Security Classification Officer is required before subcontracting.
- Item 7: This item includes access to FORMERLY RESTRICTED DATA and CRITICAL NUCLEAR WEAPONS DESIGN INFORMATION (CNWDI) and is information developed and controlled under the Atomic Energy Act of 1954. Note this item would always be marked "Yes" if access to CNWDI is required.
- Item 8: This requires coordination with the Security Classification Officer, and you should consult the Communications Security (COMSEC) Supplement to the Industrial Security Manual (ISM) for other requirements.
- Item 9: Coordination with the Security Classification Officer is required prior to contracting if Cryptographic Access Authorization is required.
- Item 10: If this information is involved, your facility will have a Special Security Officer who should be contacted before any contracting. Special security measures are required. Compliance with Defense Intelligence Agency Manual (DIAM) 50-5 and DIAM 50-3 is required.
- Item 11: These types of programs usually require additional security procedures or actions. These requirements are varied and may be different for each type of Special Access Program.
- Item 12: See Section XII, ISM, for special requirements if marked "Yes."
- Item 14: It does not apply if the subcontract is for a maintenance-type service when the subcontractor will be performing the work at a User Agency or another cleared facility. If this item is marked "Yes," the subcontractor will be required to prepare an Automatic Data Processing/Standard Practice Procedure(s) (ADP/SPP) for the subcontractor's ADP operations and the system will require approval of the cognizant security office in accordance with Section XIII, ISM.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

RFP/ITB Attachment B-8

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Subcontractor'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:

For the Following Calif. Counties	Goals for Each Trade	
	For Minority Participation	For Female Participation
Kern	19.1%	6.9%
Los Angeles	28.3%	6.9%
Riverside & San Bernardino	19.0%	6.9%

2. These goals are applicable to all the Subcontractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.
3. The Subcontractors 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 Subcontract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Subcontract, and in each trade, and the Subcontractor 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 Subcontractor's goals shall be a violation of the Subcontract, the Executive Order and the regulation in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Subcontractor 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 Subcontract. The notification shall list:
 - The name, address and telephone number of the subcontractor;
 - Employer identification number;
 - Estimated dollar amount of the subcontract;
 - Estimated starting and completion dates of the subcontract; and
 - The geographical area in which the contract is to be performed.
5. As used in this Notice and in the Subcontract, the “covered area” is the county in which the subject project is located.

Certificate of Current Cost or Pricing Data

(RFP Attachment B-10)

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 .(**)

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.

Subcontractor Name:

Authorized Signature:

Date:***

Type/Print Name:

(*) *Identify 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 day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.*

(***) *Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the Subcontract price was agreed to.*

Standards of Conduct and Procedures for Handling Subcontractor Personnel Problems, Discipline, and Separation

(RFP Attachment B-11)

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I. Ethical Business Conduct

A. POLICY

1. It is JPL policy to conduct business lawfully and in accordance with high ethical standards and to require its Subcontractors to require equivalent high standards for their Subcontractor personnel assigned to work at JPL.
2. a. The Subcontractor shall require its personnel in work assignments at JPL to abide by a code of ethical business conduct consistent with the following code, applicable to JPL personnel.
 - (1) Conduct all dealings with fairness, honesty, and integrity.
 - (2) Ensure that all financial transactions are handled in a responsible manner and recorded accurately.
 - (3) Protect information and property that belong to the Government, other sponsors, Subcontractors, and suppliers against loss, theft, damage, and misuse.
 - (4) Know and comply with the policy and practices governing business ethics.
 - (5) Avoid actual, potential, or perceived conflicts of interest.
 - (6) Recognize that even the appearance of misconduct or impropriety can be damaging to the reputation of the Institute, and act accordingly.
 - (7) Treat all people fairly and with dignity and respect.
- b. In addition, Subcontractor personnel shall not use Government or Institute assets, or information not in the public domain, for private gain.

B. REPORTING VIOLATIONS OF ETHICAL BUSINESS CONDUCT

The Subcontractor must have a reporting system in place for its personnel to report suspected violations of ethical business conduct. If the Subcontractor receives a report impacting a contract with JPL, it must notify the JPL Business Ethics Advisor. In addition, Subcontractor personnel are free to call the JPL Ethics Hot Line, (818) 354-9999.

C. KICKBACKS

1. The Anti-Kickback Enforcement Act of 1986 was passed to deter subcontractors from making payments and Prime Contractors from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or subcontract thereunder.
2. The prohibitions under the Act are legally and contractually binding on the Subcontractor and require the Subcontractor to have in place and follow reasonable procedures designed to prevent, detect, and report violations of prohibited conduct. Refer to the Subcontract clause entitled "Anti-Kickback Procedures."

D. SOLICITING OR ACCEPTING GRATUITIES

1. Subcontractor personnel must not solicit or accept from any interested party any gratuity or other thing of value either directly or indirectly for themselves or persons with whom they have personal, business or financial ties, nor shall Subcontractor personnel offer any gift or gratuity to any JPL or Government personnel. As used in this provision, an interested party is defined as any person, firm, corporation or other entity or representative thereof which has or is seeking to obtain contractual or other business or financial relations with JPL or has interests that may be substantially affected by the performance or nonperformance of the JPL-assigned work by the Subcontractor person concerned.
2. Subcontractor personnel must exercise personal judgment in determining whether acceptance of an item listed under the exceptions specified below could affect their impartiality, or reasonably be construed by others as cause for partiality. Any situation which brings discredit or embarrassment to the Subcontractor or the Laboratory or reflects a real or apparent conflict of interest must be avoided.
3. The term "gratuity or other thing of value" as used in this provision includes any gift, favor, entertainment, or other item having monetary value. This includes, but is not limited to, services, conference fees, transportation, lodging, meals, vendor promotional items and discounts not available to the general public, or loans made on a preferential basis by parties that are not financial institutions. Exceptions are:
 - a. Anything for which market value is paid.
 - b. Purchase of articles or services at advantageous rates or discounts openly offered to all JPL Subcontractor personnel.
 - c. Plaques or certificates having no intrinsic value.
 - d. Any unsolicited advertising or promotional item, other than money, such as pens, pencils, note pads, calendars or other items having a market value of no more than \$20 per item or event, with a maximum of \$50 from any one vendor in a calendar year.
 - e. Local transportation on official business, when alternate arrangements are impractical or where it will facilitate the conduct of official business. For example, it is acceptable to rideshare in a NASA vehicle between JPL facilities.
 - f. Accepting a gift or donation of nominal value at retirement.
 - g. Accepting a gift when an obvious and clear personal relationship exists and the present circumstances make it clear that the gift is motivated by the personal relationship involved rather than the business relationship.
 - h. Accepting refreshments such as coffee and donuts (under the "good host" concept) when served in a place of business to facilitate the conduct of official business and when no provisions exist for individual payment.
4. Reciprocity is not an exception. Offering a reciprocal gift or other thing of value does not mitigate the negative appearance associated with accepting the original gratuity.

5. It is generally not permissible to accept a meal from JPL since it could cause, or be construed by others as a cause for, partiality. JPL and Subcontractor personnel are required to pay for meals when provisions for making payment are reasonably available (e.g. dining in a Subcontractor's cafeteria or at a restaurant).
6. For the purposes of this instruction, the term "market value" means the price the Subcontractor person would pay to purchase the item from an outside source or business at that particular point in time. The term "services" means any act or work performed by another, such as maintenance, repair, assistance, or favors, for which the Subcontractor person would incur a cost to purchase a similar service.

E. CONFLICTS OF INTEREST IN PROCUREMENTS

1. Participation in Federal Agency Procurements.

- a. Due to the nature of JPL's work, it is possible for Laboratory and Subcontractor personnel to be involved as evaluators, experts, consultants, or advisors (procurement officials) in Federal agency procurements. The Procurement Integrity Act, which applies to persons serving in such a capacity, prohibits the following conduct:

- (1) Soliciting, accepting, or discussing future employment or business opportunity with a competing Subcontractor (i.e., any entity that is, or is reasonably likely to become, a competitor for or recipient of a contract to be awarded under a Federal agency procurement).
- (2) Seeking or accepting any money, gratuity, or other thing of value from a Subcontractor competing for a Federal agency procurement, including an incumbent Subcontractor in the case of a modification.
- (3) Disclosing proprietary or source selection information regarding a Federal agency procurement to any person not authorized to receive the information.

- b. Subcontractor personnel may be asked by Federal agencies to certify that they will comply with the above prohibitions as a condition of becoming procurement officials. Subcontractor personnel who believe they may be assigned to JPL work that would make them "procurement officials" on Federal agency procurements should contact the JPL Prime Contract Administration Office for further instructions.

2. Participating in JPL Procurements.

Subcontractor personnel or outside consultants who are requested by JPL to participate in a JPL procurement action must abide by the same conflict of interest requirements as JPL personnel. Subcontractors shall require such individuals to contact cognizant JPL Acquisition Division personnel to obtain information concerning JPL conflict of interest requirements.

F. SUBCONTRACTOR PERSONNEL PARTICIPATION IN OUTSIDE BUSINESS ACTIVITIES

The Subcontractor agrees to maintain a policy regarding outside employment, consulting, and business activity applicable to its personnel assigned to work on this Subcontract to ensure the following:

1. Subcontractor personnel do not participate in outside activities that create an actual, potential, or the appearance of a conflict of interest with JPL work.
 - a. Subcontractor personnel should not use their positions at JPL in a manner that is motivated by the desire for private gain outside of their work for JPL for themselves or persons with whom they have personal, business, or financial ties.
 - b. Subcontractor personnel should avoid any outside activity that could adversely affect, or give the appearance of adversely affecting, the independence and objectivity of their judgment or interfere with the timely performance of their work.
2. Subcontractor personnel are prohibited from performing any outside activity on JPL work time. Additionally, the use of the name, seal, or letterhead of the California Institute of Technology, the Jet Propulsion Laboratory, or any other Institute or Laboratory facility or organization or the use of any Laboratory equipment or facilities, services, or supplies (e.g., computers and software, reproduction machines, telephones, mail service, stationery) in connection with an outside activity is prohibited.
3. Subcontractor personnel will not engage in outside activity to such an extent as to be detrimental to work being performed for JPL.

G. FRAUDULENT ACTIVITIES

In the performance of the subcontract work, Subcontractors are subject to a range of Federal statutes dealing with fraud-related activities. Subcontractor personnel should be aware of their responsibilities and actions that would constitute fraud. Fraud for which Subcontractor personnel may be liable, both criminally and civilly, for conduct connected with work performed under this Subcontract may include the following intentional actions:

1. Making an oral or written false statement or representation.
2. Making or using a false writing or document, knowing it to contain a false statement or entry.
3. Falsifying, concealing, or covering up a material fact.
4. Making or presenting a claim, knowing it to be false.
5. Conspiring with one or more persons to enter into an agreement or scheme to defraud the Government in any manner or for any purpose.
6. Scheming to defraud by using the U.S. mails or transmitting or causing to be transmitted, interstate or foreign, any signals (e.g., e-mail, FAX, wire, radio, or television communication) for purposes of executing a fraudulent scheme.

II. ADDITIONAL STANDARDS AND PROCEDURES FOR SUBCONTRACTOR PERSONNEL ON-SITE CONDUCT
--

A. GENERAL

Matters involving such issues as discrimination, sexual harassment, drug and alcohol abuse, safety and security violations, fraud, and work-related problems and other unacceptable conduct involving Subcontractor personnel are to be handled by JPL and the Subcontractor as follows:

1. Considerations.

- a. JPL managers, supervisors, and other JPL personnel are to avoid interference with, or involvement in, the employer-employee personnel relationship between a Subcontractor and its personnel.
- b. Subcontractor personnel are individually subject to the same on-site rules of conduct as are JPL personnel. Enforcement of disciplinary measures is to be accomplished through the Subcontractor.
- c. Subcontractor personnel are expected to report unethical business practices and suspected violations of ethics-related laws, such as the Anti-Kickback Act, to their Subcontractor (see Part I, above). Subcontractor personnel may seek guidance from the JPL Business Ethics Advisor.
- d. Formal JPL recourse, relative to Subcontractor personnel conduct or work performance problems, is exercised in terms of access to the Laboratory and Subcontractor cost reimbursement.

2. Process

Any Subcontractor personnel work performance problems identified by Laboratory management, which are not readily resolved through normal processes of individual communication, shall be brought to the attention of the Subcontractor.

- a. The Subcontractor's on-site Contract Manager or Administrator shall be the referral point for problem situations. Contact with such an on-site representative will be established either directly or through the cognizant JPL Subcontracts Manager.
- b. If there is no on-site Contract Manager or Administrator, communication with the Subcontractor will be handled through the cognizant JPL Subcontracts Manager.
- c. If the Subcontractor person is an individual Subcontractor (i.e., self-employed), the concern should be discussed with the cognizant JPL Subcontracts Manager.
- d. The Subcontractor shall investigate and take appropriate disciplinary action. The action shall be communicated to the JPL Subcontracts Manager by the Subcontractor.
- e. In cases where the cognizant JPL manager or supervisor believes that the resulting disciplinary action taken by a Subcontractor is unsatisfactory, they should refer the matter to the cognizant JPL Subcontracts Manager to determine further appropriate actions.

B. SEXUAL HARASSMENT IN THE WORKPLACE

1. The Laboratory will not tolerate sexual harassment in the workplace.
 - a. Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favors, or other sexually-oriented conduct, which is offensive or objectionable to the recipient, including, but not limited to, the following:
 - (1) Epithets;
 - (2) Derogatory or suggestive comments, slurs or gestures; and
 - (3) Offensive posters, cartoons, pictures, or drawings.
 - b. A violation of Laboratory policy to provide a workplace free of sexual harassment would occur when:
 - (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (2) Submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting such individual; or
 - (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
2. Subcontractor management, at all levels, is responsible for taking corrective action to prevent harassment by Subcontractor personnel in the workplace.
3. JPL and Subcontractor personnel have the legal right at any time to raise the issue of sexual harassment without fear of reprisal.
4. If the Subcontractor receives an allegation that any of its personnel have sexually harassed anyone at the JPL workplace, the Subcontractor will promptly investigate, giving due regard to the need for confidentiality when possible.
5. Procedure for a Subcontractor person to report sexual harassment:
 - a. Complaints of sexual harassment should be brought to the attention of one or more of the following:
 - (1) Subcontractor's management.
 - (2) Immediate JPL supervisor.
 - (3) JPL Ethics Office.
6. Resolution of complaints.

- a. After notification of a complaint against any Subcontractor personnel, Subcontractor management will be notified immediately to investigate.
- b. After notification of a complaint against a JPL employee, a confidential investigation will be initiated immediately to gather all the facts about the complaint.
- c. After the investigation has been completed, a determination will be made by appropriate Subcontractor and JPL management regarding the resolution of the case. If warranted, disciplinary action will be taken up to and including release of JPL personnel from JPL or separation of Subcontractor personnel from JPL.

C. ALCOHOL OR DRUG USE

1. In accordance with the terms of this Subcontract and JPL policy, the Subcontractor must inform Subcontractor personnel that they are required to comply with JPL's policy of maintaining a JPL workplace free of alcohol and illegal drugs. All personnel, including Subcontractor personnel, are required to comply with the Laboratory's policy on a drug-free workplace. Violation of this policy is likely to result in the individual being barred from the workplace, even for a first offense.
2. JPL substance abuse "awareness" programs are open to the following Subcontractor personnel:
 - a. On-site subcontract administrators, in the case of a blanket support effort subcontract.
 - b. On-site subcontract managers and supervisors, in the cases of fixed-price completion subcontracts and cost-type task subcontracts.
 - c. Other Subcontractor personnel, as requested by the cognizant JPL supervisor.
3. Disciplinary problems that are related to work performance or conduct, and arise out of suspected alcohol or drug abuse, shall be the responsibility of the Subcontractor.

D. PARKING/TRAFFIC VIOLATIONS

Subcontractor personnel are required to comply with JPL's parking and traffic regulations. When an on-site parking or traffic violation occurs and any Subcontractor personnel are issued a citation, the following procedures shall apply:

1. The Protective Services Division sends a copy of the citation to the Subcontractor (with information copies to the appropriate JPL line management and the Acquisition Division).
2. Protective Services Division may levy penalties commensurate with the violation.

E. SAFETY VIOLATIONS

Safety violations committed by Subcontractor personnel will be addressed by the cognizant JPL supervisor and/or the JPL Occupational Safety Program Office (OSPO). In instances of serious safety violations, OSPO will send a letter regarding the violation to the cognizant JPL Subcontracts Manager for communication to the Subcontractor.

F. OTHER VIOLATIONS

Cognizant JPL supervisors are expected to handle minor problems directly with the Subcontractor person in appropriate ways. More serious problems shall be handled on a case-by-case basis with the Subcontractor, involving the cognizant JPL Subcontracts Manager as necessary.

G. REIMBURSABLE HOURS

Subcontractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding subcontract terms. Subcontractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.

H. PROBLEMS IDENTIFIED BY A SUBCONTRACTOR PERSON

When any individual Subcontractor personnel believes that he or she is being subjected to unfair treatment by JPL or other Subcontractor personnel, recourse is through the Subcontractor and not directly through JPL. In these instances, the following procedures apply:

1. The cognizant JPL supervisor shall direct complaining Subcontractor personnel to the respective employer (the Subcontractor) (in many cases, through the on-site subcontract manager or administrator).
2. The Subcontractor shall discuss the concern with the cognizant JPL Subcontracts Manager or technical contract manager.
3. The cognizant JPL Subcontracts Manager and contract technical manager will involve appropriate JPL officials as necessary to resolve the matter.

I. SEPARATION PROCESS

This section deals with the process involved at the conclusion of Subcontractor personnel work assignments at JPL. JPL may return Subcontractor personnel to the Subcontractor for any reason, including:

1. The expiration of the Subcontract Work Order (SWO).
2. The work or funding for the work ends.
3. Subcontractor personnel work is deemed unsatisfactory.
4. Subcontractor personnel violate applicable work rules.
NOTE: Termination of employment, if it occurs, is solely a matter between the Subcontractor and their respective personnel.

J. CONSTRUCTION AND ON-LAB HOURS OF OPERATION

Noisy Building Construction and General Work –To minimize early morning disruption to our neighbors, noisy construction/general on-lab work using vehicles, air compressors, and other equipment including the staging of people and equipment prior to normal hours of operation is not permitted except for the days and times specified below.

Monday - Friday, 7:00 am - 6:00 pm (7:00 am - 7:00 pm during Daylight Savings Time)

Saturday, 9:00 am – 5:00 pm (same hours during Daylight Savings Time)

No noisy construction: on Sundays, and any recognized federal, state or local holiday

For more information, please contact Project Contract Technical Manager (CTM) or the Subcontracts Manager (SCM)

Unescorted Access:
Subcontractor Badging Instructions and Requirements

(RFP/ITB Attachment B-12)

General Overview

JPL (“the Lab”), as a Government Prime Contractor and a Federally Funded Research and Development Center (FFRDC), requires that access by subcontractor personnel be controlled at all times. Subcontractor personnel requiring unescorted access to the Lab shall adhere to the instructions and requirements set forth in this document. Failure to comply with this document will result in denied access to the Lab. The three types of discrete badging processes are as follows:

Process 1: JPL Service and Construction Roster (Daily Badge)
(1 to 29 days in a rolling 12 month period)

- Your JPL host or sponsor will initiate the daily JPL badge process for your Service and Construction Roster. Your company contact will then receive an email requesting completion of the Roster. This request includes general company information, the names and required personal information for each subcontractor personnel requiring access to the Lab.
- Upon successful electronic submission of the completed roster to JPL Protective Services Division (PSD), PSD will complete a National Crime Information Center (NCIC) inquiry. All individuals who pass this inquiry will be granted access to the Lab via the South Gate.
- At the South Gate guard station, the individual will check in, present valid ID, and be provided a Daily Badge.
- A 72 hour lead time is required for this process.

Process 2: Temporary Unescorted Access (One NASA Badge)
(30 to 179 days in a rolling 12 month period)

- The JPL host or sponsor will initiate the Service and Construction Roster (see above) process to provide daily access to the individual, while the One NASA Badge process is completed. Lab access will be through the South Gate prior to receipt of the One NASA Badge.
- Once the completed Roster has been submitted electronically, JPL PSD will complete a National Crime Information Center (NCIC) inquiry. All individuals who pass this inquiry will be granted access to the Lab via the South Gate with a Daily Badge.
- The JPL host or sponsor will complete the JPL-ID onboarding request. Once completed, the subcontractor will receive an email requesting that all subcontractor personnel requiring access to the Lab schedule an appointment to complete “local” enrollment with the JPL Badge Office. During this local enrollment, the subcontractor personnel will provide:
 - Original I-9 documents (i.e. Original Birth Certificate, Current U.S. Passport, Naturalization certificate, Lawful Permanent Resident Card, DD214 with Date and Place of Birth)

- Fingerprints
- Photo

JPL's Badge Office is located in building 249, Visitor Reception and open Monday through Friday 7:00am to 4:45pm (closed for lunch 11:15am to 12:00pm).

- JPL PSD will print and issue a One NASA Badge to the subcontractor personnel. Access will remain via the South Gate.

Process 3: Long Term Unescorted Access (Smart Card) (180-365 days in a rolling 12 month period)
--

- The JPL host or sponsor will complete the JPL-ID on-boarding request for an affiliate badge by completing Process 1 (see above).
- JPL PSD will complete a Position Risk Assessment. If approved, a National Crime Information Center (NCIC) inquiry will be completed by JPL PSD.
- If the NCIC is approved, the JPL host or sponsor will request the subcontractor personnel complete and submit the Form JPL 7375 to PSD, for both PSD and NASA Management Office (NMO) review prior to completion of the Electronic Questionnaires for Investigations Processing (e-QIP) HSPD-12 processing.
- The subcontractor will receive an email with a link to complete the e-QIP application and enroll for a NASA Smart Card.
- Once the completed Roster has been submitted electronically, JPL PSD will complete a NCIC inquiry. All individuals who pass this inquiry will be granted access to the Lab via the South Gate with a Daily Badge. The subcontractor will receive an email requesting that all individuals requiring access to the Lab schedule an appointment to complete Smart Card enrollment with the JPL Badge Office. During this Smart Card enrollment the subcontractor personnel will provide:
 - Original I-9 documents (i.e. Original Birth Certificate, Current U.S. Passport, Naturalization certificate, Lawful Permanent Resident Card, DD214 with Date and Place of Birth)
 - Fingerprints
 - Photo
 (During the interim, the subcontractor personnel will be issued a One NASA Badge.)
- NMO receives the enrollment request and authorizes the Smart Card.
- JPL PSD notifies the subcontractor when the Smart Card is ready for pickup from the Badging Office, building 249 Visitor Reception.
- The subcontractor personnel approved for the Smart Card picks up the card at the JPL Badging Office. The Smart Card badge allows access to the Lab from all badge reader controlled turnstiles.

NOTE: *If prior to subcontract execution, the JPL host or sponsor is aware or becomes informed that subcontractor personnel will or may require unescorted access to the Lab in excess of 179 days during a 365 day period, the JPL Subcontracts Manager will incorporate the Additional General Provision (AGP) Personal Identity Verification of Contractor Personnel into the subcontract. This AGP may be reviewed at the following: [Acquisitions-Division 26 Web Site: Terms & Conditions](#)*

Additional Information

- The Form JPL 7375 is required to be filled and submitted by the subcontractor for each subcontractor personnel requiring a Smart Card Badge. This form supports NMO's review of the request for Smart Card prior to initiating the e-QIP process. The contents of the form are as follows:
 - Legal Name
 - Company Name
 - Physical Assessment
 - Logical Assessment
 - Start Date
 - End Date
 - Job Title
 - Detailed Job Description
 - Citizenship
 - Alien Number
 - Naturalization Number
 - If Foreign National, has the individual been resident in the U.S. for three years or greater?
 - Requesting Type of Investigation (NACI or MBI)
 - Justification for the Background Investigation
 - Supervisor & Manager's signature
- Electronic Questionnaires for Investigations Processing (e-QIP) system is a web-based automated system designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
- HSPD-12, Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors

Sample Badges

Unescorted JPL Service and Construction Access via South Gate

Access Type	Access Control Process	DAYS	WHO	Badge Reader Access
UNESCORTED	Service and Construction Roster Online 1915	1 - 29 days in a 365 day period	Construction; Service; Trade Service	 No – Paper Badge
	Temporary Unescorted Access (One NASA Badge)	30 – 179 days in a 365 day period	Primarily Cat-X; Cat. A; TSEP; Flight Services; Construction; Service; Trade Service	 Yes – Gates & Turnstiles only
	Long Term Unescorted Access (Smart Card)	180 Days or more in a 365 day period	Primarily Cat-X; Cat. A; TSEP; Flight Services; Construction; Service; Trade Service	 Yes – Gates & Turnstiles only

Experience Modification Rate (EMR)/ Recordable Incident Rate / Lost-Time Incident Rate

(ITB/RFP Attachment A-33/B-18)

This form must be completed and submitted to JPL. The intent of this form is to measure and evaluate each Subcontractor's frequency, severity, and incident rates as they relate to workers compensation insurance claims. The EMR (Experience Modification Rate) is a number established by insurance carriers to accurately adjust an individual company's workers compensation insurance premiums based on industry average workers compensation insurance claims for their respective NAICS (North American Industry Classification System). Recordable and lost-time incident rates are used to measure and evaluate a company's frequency, severity, and incident rates as they relate to occupational related injuries and illnesses. In addition to the information provided below, please attach copies of your OSHA 300, 301, and 300A forms for each of the three respective years.

General Information (type in)			
Subcontractor Name:		Date:	
Project Name:			
ITB/Subcontract No:		NAICS / SIC No.:	
Have an EMR? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Recordable Injuries / Illnesses Data					
	Year	Total Hrs worked	No. of Recordable Injuries/Illnesses	Total days of restricted work	Recordable Incident Rate
Year 1:					
Year 2:					
Year 3:					

Loss-Time Injuries / Illnesses Data					
	Year	Total Hours worked	No. of Lost-Time Injuries/Illnesses	Total Lost Work Days	Lost-Time Incident Rate
Year 1:					
Year 2:					
Year 3:					

Workers Compensation EMR (Experience Modification Rate)					
Year 1:		Year 2:		Year 3:	
Rate:		Rate:		Rate:	

Approval			
Authorized Representative Signature:		Date:	
Type/Print Name:			
Type/Print Title:			