

Folder: NNG09AZ26C

File: NNG09AZ26C Leadership Development
& Excellence in Management LDEM Basic

SCAN

SOLICITATION/CONTRACT
 BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES
 1 2

2. CONTRACT NO **NNG09AZ26C** 3. AWARD/EFFECTIVE DATE **4-22-09** 4. SOLICITATION NUMBER **NNG08223896R** 5. SOLICITATION TYPE
 SEALED BIDS (IFB) NEGOTIATED (RFP) 6. SOLICITATION ISSUE DATE

7. ISSUED BY CODE **GSFC**
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 Greenbelt MD 20771

8. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS: 611430 SIZE STANDARD: \$6.5
 NO COLLECT CALLS

9. (AGENCY USE)

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)
 SUPPLIES SERVICES Design and deliver an integrated leadership prg.

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN 100 CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

12. ADMINISTERED BY CODE **GSFC**
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 Greenbelt MD 20771

13. CONTRACTOR OFFEROR CODE FACILITY CODE

14. PAYMENT WILL BE MADE BY CODE
NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Phone # 1-877-677-2123 email: NSSC-AccountsPayable@nasa.gov
Fax # 1-866-209-5415
 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 14

15. PROMPT PAYMENT DISCOUNT

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304 () 41 U.S.C. 253 ()

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
001	NNG08223896R Design and deliver an integrated leadership development program for employees of NASA's Goddard Space Flight Center (GSFC) and any guests that may be invited. NNG08223896R	1	3M		

23. ACCOUNTING AND APPROPRIATION DATA 24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTRACTOR *James W. Harden*
 NAME AND TITLE OF SIGNER (TYPE OR PRINT) **JAMES W. HARDEN** DATE SIGNED **2/18/09**

28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Camille M. Thurston*
 NAME OF CONTRACTING OFFICER **Camille M. Thurston** DATE SIGNED **4-22-09**

NO RESPONSE FOR REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
OTHER (Specify)		
WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE
		TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM: The Greystone Consulting Group, Inc.
 432 Crane's Roost Court
 Annapolis, Maryland 21409-5748
 (410) 626-8989
 Greystoneconsulting.org

AFFIX
 STAMP
 HERE

TO:
 GSFC
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 Greenbelt MD 20771

SOLICITATION NO. NNG08223896R

DATE AND LOCAL TIME _____

SECTION A - SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIXED PRICE) (GSFC 52.216-92) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$100,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$3,000,000.

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount.

(End of clause)

B.2 SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE) (GSFC 52.216-93) (JUL 2006)

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor categories and loaded labor rates, which may be less than but shall not exceed the rates found in Attachment ~~2~~ to calculate the proposed price for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(b) The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(End of clause)

B.3 CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$113,000**. This allotment is for **the design and delivery of the Leadership Development and Excellence in Management** and covers the following estimated period of performance: June 15, 2009.

(B) An additional amount of \$0.00 is obligated under this contract for payment of fee.

(End of clause)

B.4 DELIVERABLE REQUIREMENTS (GSFC52.211-90)(OCT 1988)

For each Program A-D, the contractor shall ensure that the program duration complies with Section 3.3 of the Statement of Work (SOW). The contractor shall design and deliver these programs, ensuring that the outcomes described in this Section 3.3 are fulfilled for the intended subset of the workforce delineated in the SOW and Task Orders. Work performed in accordance with the SOW shall be performed using the labor categories and position descriptions incorporated in Attachment B, IDIQ Rates Matrix, of the contract. The delivered programs shall meet or exceed the competencies and skills, at the designated learning level, described in Section 3.4 of the SOW.

For each Program A-D, as further described by Task Orders, the contractor shall provide the following:

Design Phase, in accordance with Section 7.2.a of the SOW:

1. As needed design meetings and conversations with the COTR,
2. As needed documentation showing proposed program content and length, including type, duration, and schedule of all learning modalities, e.g., workshops, coaching,
3. Draft outline/agenda for each workshop, including topics discussed, duration for each topic, presenter(s), and handout materials, e.g., books, articles, assessments,
4. Final outline/agenda reflecting agreements reached with the COTR after his/her review of item 3, above.

Delivery Phase, in accordance with Section 7.3.a of the SOW, including as identified in Task Orders:

5. Workshops as defined in 4 above, including an initial workshop titled "Establishing the Cohort Learning Community and Program Overview." For each workshop, the contractor shall deliver:
 - a. One "original suitable for duplication" of all handouts,
 - b. Books and articles for all participants
 - c. Leadership assessments for all participants
 - d. Office Supplies for each workshop
 - e. Any special equipment not provided by the government pursuant to Sections 8.0 and 9.0 of the SOW
 - f. Workshop set up and tear down
6. Attendance summary report within 1 week after program completion
7. Coaching, if applicable, in accordance Section 7.3 of the SOW
8. Creative Learning Group Workshops in accordance with Section 7.3.c of the SOW.
9. The contractor shall be required to attend/view all Exploring Leadership Colloquia in accordance with Section 7.4 of the SOW.
10. Participant feedback assessments, in accordance with Section 7.5 of the SOW, for individual workshops
11. Participant feedback assessments, in accordance with Section 7.5 of the SOW, at program completion for all program elements, e.g., workshops, coaching, mentoring
12. Feedback assessments, if solicited, from supervisors, mentors, and coaches, in accordance with Section 7.5 of the SOW
13. Written Interim and Final Program Reports in accordance with Section 7.6 of the SOW
14. Non-Cohort training, individual coaching, and group coaching in accordance with Section 7.7 of the SOW.

15. The contractor shall provide the labor and key personnel described in Attachment B, IDIQ Rates Matrix and in Clause H.4, 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989).

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Attachment A: Statement of Work for the Leadership Development & Excellence in Management (LDEM) Program in Support of the NASA Goddard Space Flight Center and Attachment B, IDIQ Rates Matrix and in Clause H.4, 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989).

(End of text)

SECTION D - PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E - INSPECTION AND ACCEPTANCE

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

E.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) E.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER. (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

F.3 EFFECTIVE ORDERING PERIOD

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

(End of text)

F.4 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s): Greenbelt, MD, and other onsite NASA Installations as identified in task orders for services.

(End of text)

F.5 DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

To be determined on a an individual task order basis and as defined in Attachment A, Statement of Work for the Leadership Development & Excellence in Management (LDEM) Program in Support of the NASA Goddard Space Flight Center and in Accordance with Attachment B, IDIQ Rates Matrix and Clause H.4, 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989).

(End of text)

F.6 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) F.1 through F.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (DEVIATION) (SEP 2007) -- ALTERNATE I (DEVIATION) (SEP 2007)

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

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of

contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

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

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

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

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

(2) Office furniture.

(3) Property listed in *"not applicable"*.

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

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

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: "None".

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

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

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

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

(End of clause)

G.2 [RESERVED]

G.3 [RESERVED]

G.4 [RESERVED]

G.5 [RESERVED]

G.6 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (DEVIATION) (SEP 2007)

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

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management [*Insert any additional Center occupancy requirements here*]

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

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

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

(End of Clause)

G.7 [RESERVED]

G.8 INVOICES - SUBMISSION OF (GSFC 52.232-95) (AUG 2000)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than \$100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002)

H.2 1852.225-70 EXPORT LICENSES. (FEB 2000)

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

(End of clause)

H.3 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996) -- ALTERNATE I (OCT 1996)

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

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

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

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

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

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

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

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

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

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

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

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

(1) Contract number, task order number, and date of the order.

(2) Task ceiling price.

(3) Cost and hours incurred to date for each issued task.

- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

H.4 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

GENERAL PROGRAM MANAGER
SPECIFIC PROGRAM MANAGER FOR EACH PROGRAM A-D
LEAD DESIGNER FOR EACH PROGRAM A-D
CORE PRESENTERS FOR EACH PROGRAM A-D
LEAD COACH FOR EACH PROGRAM A-D
OTHERS TBD

(End of clause)

H.5 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

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

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

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

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

(End of clause)

H.6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated June 30th, 2008 are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.7 RIGHTS IN DATA (GSFC 52.227-99)(MAR 2008)

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

(End of clause)

H.8 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) H.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS. (JUL 2004)

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

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

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

2006)

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

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

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

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

I.10 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (JUL 2006)

I.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)

I.13 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)

I.14 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I.15 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

I.17 52.216-18 ORDERING (OCT 1995)

I.18 52.216-19 ORDER LIMITATIONS (OCT 1995)

I.19 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

I.19 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUN 2003)

I.20 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)

I.21 52.222-3 CONVICT LABOR. (JUN 2003)

I.22 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

- I.23 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- I.24 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- I.25 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)**
- I.26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- I.27 52.222-50 COMBATING TRAFFICKING IN PERSONS. (AUG 2007)**
- I.28 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)**
- I.29 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- I.30 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000)**
- I.31 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**
- I.32. 52.224.2 PRIVACY ACT USING (APR 1984)**
- I.33 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2006)**
- I.34 [RESERVED]**
- I.35 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**
- I.36 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**
- I.37 52.227-3 PATENT INDEMNITY. (APR 1984)**
- I.38 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**
- I.39 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)**
- I.40 52.232-1 PAYMENTS. (APR 1984)**
- I.41 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**
- I.42 52.232-11 EXTRAS. (APR 1984)**
- I.43 52.232-17 INTEREST. (JUN 1996)**
- I.44 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**
- I.45 52.232-25 PROMPT PAYMENT. (OCT 2003)**
- I.46 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL**

CONTRACTOR REGISTRATION. (OCT 2003)

I.47 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

I.48 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I.49 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I.50 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

I.51 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.52. 52.242-13 BANKRUPTCY (JUL 1995)

I.53 52.243-1 CHANGES FIXED PRICE (ALT II) (AUG 1987)

I.54 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAR 2007)

I.55 [RESERVED]

I.56 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES. (JUN 2007)

(e) Government property provided under this clause: [None]

I.57 52.245-9 USE AND CHARGES. (JUN 2007)

I.58 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I.59 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)

I.60 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I.61 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.62 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

I.63 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

I.64 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUN 2007)

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

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

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

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

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

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

(3) For long-term contracts -

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

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

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

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

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

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS

Code _____ assigned to contract number _____. (Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

I.65 [RESERVED]

I.66 [RESERVED]

I.67 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.68 1852.215-84 OMBUDSMAN. (OCT 2003) -- ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Judith N. Bruner, Office of the Director for Safety and Security, telephone: 301-2867-7679, facsimilie: 301-286-1714, Judith N. Bruner@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

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

(End of clause)

I.69 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

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

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

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

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

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

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

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

(End of clause)

I.70 [RESERVED]

I.71 1852.243-71 SHARED SAVINGS. (MAR 1997)

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) Cost savings, as contemplated by this clause mean savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Covered contract - As used in this provision, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) Contractor implementation costs - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) Government costs - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations,

if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.

(4) Detailed cost estimates which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

(1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be

considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(End of clause)

I.72 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clause(s) I.1 through I.64 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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

J.1 LIST OF ATTACHMENTS

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

Attachment A	Leadership Development & Excellence in Management (LDEM) Program in Support of the NASA Goddard Space Flight Center	35 pages	April 8, 2008
Attachment B	IDIQ Rates Matrix	7 pages	June 30, 2009

(End of Clause)

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

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

Statement of Work for the Leadership Development & Excellence in Management (LDEM) Program in Support of the NASA Goddard Space Flight Center

1.0 Purpose and General Scope of Work: The contractor shall design and deliver an integrated leadership development program for employees of NASA's Goddard Space Flight Center (GSFC) and any guests that may be invited, e.g., NASA Headquarters or other Federal Agencies. Additional details describing the scope of work are delineated below, with the final description of the required design and delivery specified in the individual task orders issued under this contract.

2.0 Background and Context: For many years, GSFC's Office of Human Capital Management (OHCM) offered a variety of in-house and external leadership programs and/or leadership training courses/workshops to employees at the Center. The in-house courses/workshops and programs were developed independently. Hence, GSFC did not have an integrated set of in-house leadership development programs. A limited number of leadership development and courses/workshops, in addition to these programs, were GSFC sponsored, as well. The targeted audience for both in-house and external leadership learning was principally from the GS-12 grade through the SES levels. Consequently, a subset of the GSFC workforce was not offered the opportunity to participate in formal leadership development programs, nor to attend leadership training workshops.

In 2002, a GSFC commissioned Leadership and Management Development Needs Assessment identified the key gaps in leadership competencies at GSFC as (1) Leading and Managing People, (2) Relating to Others, and (3) Leading and Managing Change. Thus the most critical, high-leverage needs were identified to be in the realm of leadership.

Since 2002, several independent, in-house leadership development programs elevated the leadership aspect of development. In 2006, OHCM sponsored a Leadership Evaluation Survey to examine both in-house and external leadership development programs and leadership training courses/workshops. This survey evaluated the programs against GSFC's five-tier Leadership Framework that differentiates between levels of human systems. The five levels referenced were Self, Interpersonal, Group, Organization, and Environment. This survey indicated that GSFC was doing very well at the Self, Interpersonal, and Group levels, and less well at the Organization and Environment levels. This survey also identified the need to integrate into our leadership development process a solid understanding of NASA's political environment, as well as its budgetary, human capital, resources, and financial processes.

The survey results also indicated that GSFC employees, including supervisors and managers, believe that internal GSFC leadership programs offered the greatest value and return on investment. At the same time, the survey determined that employees were unclear about the full array of leadership programs and courses/workshops available and how they related to each other. Consequently, they were unable to

determine when to attend which course/workshop or program. Last, this survey found that cohort [group] learning, coupled with a strong emphasis on continuous learning, is very effective in developing leaders.

These findings were shared with Center management, along with an OHCM recommendation to establish an integrated set of leadership development programs and association courses/workshops, for all skill groups and grade levels. This proposal was endorsed and an OHCM-led team spent the next several months developing a comprehensive list of leadership competencies and skills. In doing so, consideration was given to the Office of Personnel Management's SES Executive Qualifications and to NASA's Leadership Model.

This team also arrayed these skills, consistent with GSFC's five-tier leadership framework, into four program levels. The team results were endorsed by Center management and are described in greater detail below.

3.0 Leadership Competencies and Skills: The leadership competencies and skills on the following pages are the capabilities required of both current and prospective leaders at GSFC. As mentioned above, these competencies were developed, in part, with reference to the NASA Leadership Model. The NASA model contains both leadership and management competencies. The GSFC Leadership Model focuses principally, although not exclusively, on leadership competencies.

To better understand the GSFC Leadership Model, it is important to appreciate the distinction GSFC makes between leadership and management. To begin, we understand that *leadership* deals with creating vision, setting direction, creating alignment, inspiring followers, and guiding people through change. GSFC believes that *management* deals with making things work better through planning, budgeting, organizing, staffing, and control systems. An emphasis on *leadership* is not intended to diminish the criticality of strong and effective *management*. According to Warren Bennis, one of the Nation's foremost authorities on the subject of leadership, an organization's goal should be to have both strong *leadership* and strong *management*. Bennis also notes that when *management* is strong and *leadership* is weak, processes become bureaucratic and over-controlled. On the other hand, when *leadership* is strong and *management* is weak, the vision becomes detached from reality and from the planning, budgeting, and organization required to achieve the vision.

While *leadership* and *management* functions are interconnected, GSFC believes there is a strong case for emphasizing *leadership* in our Center-wide leadership development programs, as well as those management skills that are common to both leadership and management, e.g., delegating authority. Pure management development is outside the scope of this contract.

3.1 Key Definitions from the GSFC Leadership Model: The GSFC Leadership Model arrays the competencies and skills by levels of human performance. It is critical to note that the GSFC Leadership Model does NOT array competencies and skills by organizational level of responsibility, as do other models, i.e., the NASA Leadership Model. As previously mentioned, the five-tiers of human organizational systems inherent in the GSFC Leadership Model are Self, Interpersonal, Group, Organization, and Environment. Each tier is defined below:

Self: An individual in relationship to his or her own cognitive, emotional, and physical functioning. A strong foundation in the skills of managing one's own belief systems, thoughts, emotions, and behaviors is requisite for leadership quality skill at all of the other levels.

Skills include: Awareness of automatic emotional responses; gaining full use of emotions; clear goals; focus and energy

Interpersonal: Two people in relationship – the arena of interpersonal influence. The amount of influence that leaders are accorded by those who would follow is directly proportionate to the strength of their interpersonal skills – and the greater the mutuality of influence, the more efficiently work is accomplished.

Skills include: Building/maintaining high-quality relationships; obtaining agreement of others to apply their energy toward our goals; using appropriate channels of influence with conscious intent; exercising independent choice in response to others' attempts to influence us.

Group: Two or more persons who interact with one another and interact with the group as a whole. The fundamental unit of organizations is the group in the form of people coming together in meetings, workgroups, and teams. This is where the bulk of an organization's work is done, for better or worse, depending on the group management skills of the leader.

Group-level skills involve leveraging what is known about how humans behave in small groups. These skills are important to the effectiveness of all kinds of groups, from informal one-time meetings to project teams. A team is a special type of group, with a common purpose, shared goals, collective product, interdependent tasks, and mutual accountability to shared operating principles.

Skills include: Creating safety in a group; eliciting sound and current data in the group; developing conflict competence of the group; developing a powerful team.

Organization: A coordinated system of groups and individuals working toward common goals. The effective leader at this level is able to align, harmonize, and energize diverse components that make up his or her organization. Organizations are often part of larger organizations; e.g., at GSFC, both a branch and the entire Center are organizations.

Skills include: Developing mission and vision; attracting followers; generating/maintaining organizational energy; creating a strong leadership team; creating functional and flexible organizational structures; involving followers in developing structures and policies; ensuring accountability and recognition; developing and empowering followers; aligning work assignments with organizational objectives

Environment: The social, political, and economic milieu surrounding the organization. Effective leadership at this level allows an organization to respond proactively to continual changes in its environment rather than simply be subject to them. (Often the environment of an organization includes the rest of a larger organization of which it is part.)

Skills include: Developing organizational strategy; sustaining the organization's effectiveness in the broader political, social, and economic context; maintaining effective relationships with external stakeholders; anticipating external changes and their impact on the organization.

3.2 Integrated Leadership Program Architecture: The following table provides a high-level architecture for the GSFC's Integrated Leadership Development Program. The columns in the table correspond to four distinct leadership programs. Collectively, these four programs comprise GSFC integrated leadership development program.

Each Program, labeled A, B, C, or D with their associated title, serves employees at a different level of leadership responsibility. While each level roughly corresponds to the Federal Government grade levels indicated, the scope and complexity of a person's leadership role is what matters in determining the appropriate Program they should attend. The table also reflects how each Program must integrate elements of all five levels of human systems skills – Self, Interpersonal, Group, Organization, and Environment. Programs A, B, C, and D differ in the relative emphasis given to these different human system skills. For each Program, the required level of skill is identified as Introduction, Skill-Building, or Application/Expansion. These learning levels are defined as:

Introduction: This level exposes people, cognitively and perhaps even experientially, to leadership concepts without the expectation of their developing new behaviors and skills.

Skill Building: This level focuses on the development AND practice of new behaviors and skills. It involves a combination of theory, experiential learning, reflection, and practice that results in new ways of thinking and acting. Skill building requires sufficient practice for the new skills to begin to become habitual or "embodied."

4-8-08

Application/Expansion: "Application" involves deepening learning through review and reflection and putting skills into practice, in work settings, this deepened learning. Most of the applications occur outside of workshops, such as through action learning activities and on-the-job learning, aided by coaching and mentoring. Some of the reflection could be in workshops or cohort learning settings. "Expansion" involves adding more complexity or dimensions to a skill, by applying it in more complex settings, with review and reflection.

To achieve learning at the Skill Building and Application/Expansion levels requires a deeper level of learning than Introduction.

3.3 Outcomes for Programs A-D: The summary-level outcomes for each of the four Programs, as well as the level of skill at each of the five levels of human systems, are elaborated on in the following narrative. The program duration shall be as follows, and is predicated on the participant's attending workshops and completing the work assignments in addition to their regular job. Consequently, none of the programs are considered full time learning experiences:

		GSFC Leadership Development Architecture			
		Program A Leading Self (Up to GS-11)	Program B Leading Groups/Teams (GS-12 thru 13)	Program C Leading an Organization (GS-13 thru 15)	Program D Leading Leaders (GS-15 & SES)
	Level of Human Systems				
1	Self	SKILL BUILDING	SKILL BUILDING	Application/ Expansion	Application/ Expansion
2	Interpersonal	SKILL BUILDING	SKILL BUILDING	SKILL BUILDING	Application/ Expansion
3	Group	Introduction	SKILL BUILDING	SKILL BUILDING	Application/ Expansion
4	Organization	Introduction	SKILL BUILDING	SKILL BUILDING	SKILL BUILDING & Application/ Expansion
5	Environment	Introduction	Introduction	SKILL BUILDING	SKILL BUILDING & Application/ Expansion

- Program A: 2-3 months duration
- Program B: 4-5 months duration
- Program C: 9-10 months duration
- Program D: 3-4 months duration

Program A: Leading Self

Program A is for individual contributors, from all skill groups up to and including GS 11, who are not yet leading others. At this level, the emphasis is on self-leadership in the broader context of the organization. Program A focuses on learning new distinctions and building new skills at the *self* and *interpersonal* levels. This program shall help

people clarify their career goals and cultivate the self-awareness and self-management skills to effectively pursue these goals. Additionally, participants shall build their interpersonal skills and the foundations of trustworthiness to effectively work with others to achieve individual and organizational goals.

Participants shall be introduced to group dynamics and group skills that facilitate getting work done in groups. They shall also increase their awareness of their formal and informal organizational context and of the broader environment affecting their work and their career vision.

GSFC anticipates one or two offerings of Program A per year. The exact number depends on the budget, workforce demographics, and the level of interest by eligible employees. Program A will be the first program offered of the four.

Note: The duration of Program A is estimated to range from 2-3 months. Offerors have the latitude to identify a program length and the final negotiated length will be included in the contract Statement of Work.

Program B: Leading Groups and Teams

Participants in Program B will be at the journey-level of their career, with most at the GS 12 and GS 13 levels. [Note: Occasionally, GS11 level employees may be included if the GS 11 level is the journey-level for their skill group.] They will be handling increasingly complex responsibilities which include leading groups and teams – or they will be about to assume such leadership responsibilities – with a few formally designated as team leaders. These participants will be coping with multiple challenges, balancing technical and emerging team leadership duties, and for the first time in their careers playing a buffer role between management and individual contributors. The formal task team leaders will lead others on a part-time basis, with the majority of their time spent as individual contributors.

In Program B, participants shall continue building their skills at the *self* and *interpersonal* levels, both practicing the skills they learned in Program A and learning additional skills. They shall cultivate the self-awareness and skills they need to remain focused, confident, resilient, and centered in the face of complex and urgent challenges. Their awareness of what they do well and how to leverage it shall expand. Participants shall use their growing emotional intelligence to create effective responses to work, stress, and other people. They shall deepen communication and relationship skills essential for engendering trust, influencing people, and resolving conflicts. Continuing their whole-person learning, participants shall see how the linguistic, emotional, and somatic practices first learned in Program A become the foundation of their “leadership presence.”

The principal areas of new skill-building – both learning and practice – in Program B are at the *group* and *organization* levels. An essential way for participants to deliver the results expected of them at this level is to get work done through groups of people. The

program shall build their skills at facilitating inclusion, diversity, communication, decision-making, and task performance in groups (which includes leading effective meetings). They shall also be introduced to the distinction between workgroups and teams and acquire the basic skills required to develop and lead both types of groups effectively.

At the *organization* level, Program B participants shall learn to apply the distinction between leadership and management in their areas of responsibility and in their understanding of the broader organization. They shall learn and practice key skills involved in leading people and managing work within an organization. They shall start to develop skills for understanding, navigating, and leveraging their organizational context (e.g., strategy, structure, networks, policies, culture). They shall begin to use systems thinking in an expanded fashion to understand the relationships between parts of the organization.

At the *environment* level, Program B shall expand awareness of key external factors affecting the organization's mission and of the importance of maintaining good relationships with external stakeholder and partners. The concepts of strategic planning and business development, as lenses for cultivating the relationship between the organization and its environment, shall be introduced.

GSFC anticipates one or two offerings of Program B per year. The exact number depends on the budget, workforce demographics, and the level of interest by eligible employees.

Note: The duration of Program B is estimated to range from 5-6 months. Offerors have the latitude to identify a program length and the final negotiated length will be included in the contract Statement of Work.

Program C: Leading an Organization

The Program C level program shall focus on individuals at the GS 13-15 levels – principally mid-level managers who enable others to do the organization's work, rather than do it themselves. The majority of participants will be first-tier supervisors, with a very few being senior-level individual contributors who routinely chair multiple task teams. They deal with the challenges of setting direction and getting work done through a complex structure of teams and functions, as well as interacting with a wider range of stakeholders and customers. Most participants cope with exercising formal supervisory duties and the need to effectively lead up, down, and across the organization. Program C participants routinely deal with organizational change and transition. For the first time, most deal with human capital management issues, e.g., hiring, performance management. Their success depends on their skill and capacity to successfully navigate organizational politics.

Program C participants shall possess a solid awareness of *self* and shall have embodied *self* level skills due to having ample opportunities to learn and practice these

skills. Program C shall offer the opportunity to apply these *self* level skills at a higher, more complex, and more visible organization level.

In Program C, participants shall continue building their skills at the *interpersonal, group, organization, and environment* levels, by practicing the skills they learned in Programs A and B and by learning additional skills. The majority of new skills shall focus on the *group* and *organization* levels. Participants will enhance their workgroup and team leadership skills and learn to actively support the development and application of these skills in their subordinates. At the *organization* level in Program C, participants shall markedly build their skills of leading people, leading and managing work, and leading and managing change and fostering organizational learning to create and sustain an agile, high-performing organization. The knowledge and skills required for effective asset/procurement, financial, and risk management shall be taught in other programs. Participants shall learn how to balance these management responsibilities with the leadership responsibilities that are the main focus of Program C.

They shall greatly expand the learning initiated in Program B and practice the skills required to understand, navigate, and leverage their organizational context (e.g., organizational strategy, structure, policies, culture). They shall expand their knowledge and application of systems thinking to ever increasing complex and real organizational challenges.

At the *environment* level, Program C shall enhance their external awareness and build the skill of applying this awareness to effective strategic and tactical leadership. They will develop skill at anticipating and fulfilling the business needs of current and potential customers. The leader shall also develop and sustain skill at building effective relationships with stakeholders and partners outside their immediate organization, the majority of which will be internal to NASA.

GSFC anticipates one offering of Program C per year. The exact number depends on the budget, workforce demographics, and the level of interest by eligible employees.

Note: The duration of Program C is estimated to range from 9-10 months. Offerors have the latitude to identify a program length and the final negotiated length will be included in the contract Statement of Work.

Program D: Leading Leaders

Participants in Program C are transitioning from leading a single organization to leading subordinates who lead organizations. These individuals are typically at the GS 15 and Senior Executive Service (SES) levels – all senior level leaders. They lead indirectly, i.e., influence organizational outcomes through the quality of relationships they build with, and the leadership expertise they develop in, subordinate managers. Doing so requires the skill to mentor subordinates in self, interpersonal, group, and organization level skills. Effective leadership at this level requires an advanced understanding of the organization's structure, complex interrelationships, as well as formal and informal ways

of accomplishing work. Leaders of leaders play a prominent role in facilitating GSFC's relationship with external partners, customers, and stakeholders. This level of leader requires a high degree of political savvy to successfully navigate within NASA and the outside world.

At the Program D level, participants will possess a solid awareness of *self* and will have embodied *self* level skills due to having ample opportunities to learn and practice these skills. Program C shall offer the opportunity to apply these *self* level skills at a higher, more complex, and more visible organization level.

In Program D, participants shall apply the *self*, *interpersonal*, and *group* skills learned at earlier levels to leading and mentoring subordinate leaders. For example, they shall apply their *group* skills to the new challenge of forming and leading a team of senior managers. At the *organization* level, they shall apply skills previously learned and cultivate the new skills involved in leading a complex organization's work through their subordinate managers. At the *environment level*, participants apply skills previously learned and learn how to lead strategic planning activities that integrate the mission and goals of multiple subordinate organizations and address the needs of a wide range of external customers.

GSFC anticipates one to two offerings of Program D per year. The exact number depends on the budget, workforce demographics, and the level of interest by eligible employees.

Note: The duration of Program D is estimated to range from 4-5 months. Offerors have the latitude to identify a program length and the final negotiated length will be included in the contract Statement of Work.

3.4 GSFC Leadership Levels, Competencies, and Skills: The following table arrays, by Program A, B, C, and D, the competencies and skills that shall be part of the developmental learning experience. The table also identifies the level of learning, with I=Introduction, S=Skill Building, and A=Application/Expansion. The lack of an I, S, or A level designator means there is no requirement, or expectation, that the specific skill shall be addressed at that program level:

GSFC Leadership Levels, Competencies, and Skills

Levels, Competencies, and Skills	A	B	C	D
SELF				
1. Cognitive Skills: Applies critical and appropriate judgment, decision-making, and thinking strategies to effectively contribute to organizational accomplishments				
A. Critical Thinking				
i) Distinguishes between relevant information and irrelevant information	S	S	A	A
ii) Distinguishes between assumptions/interpretations and factual information	S	S	A	A
iii) Keeps focused on the things that are most important	S	S	A	A
iv) Questions the rationale and value of prevailing ways of doing things	S	S	S	A
v) Thinks systemically, operating from the premise that everything is part of a larger system and every part of a system affects the other parts	I	S	S	S
vi) Recognizes that two or more apparently conflicting realities can exist, i.e., recognizes paradox		I	S	A
vii) Reflects on his/her own thinking process, to be aware of mental models and cognitive filters, and intentionally considers alternative explanations	I	S	S	A
B. Problem Solving and Decision Making				
i) Obtains diverse opinions before making a decision		S	S	A
ii) Asks questions from a mindset of curiosity, openness, and learning, to understand problems and inform decisions	S	S	A	A
iii) Makes effective and timely decisions, including during times of ambiguity	I	S	S	A
iv) Makes decisions, even when solutions may produce unpleasant consequences or involve personal risk		S	S	A
v) Assesses the short-term and long-term implications of decisions, including unintended consequences		I	S	S
vi) Identifies and diagnoses potential or actual problems and offers alternative courses of action with associated pro's and con's to appropriate management in a timely manner	I	S	A	A
C. Strategic Thinking				
i) Clearly delineates desired outcomes and goals and focuses energy and attention on achieving them	S	S	A	A
ii) Thinks strategically to get from the current situation to the desired future state effectively and efficiently		I	S	A
iii) Anticipates potential threats and opportunities	I	S	S	A
iv) Balances short-term with long-term needs and priorities	I	S	S	A

Levels, Competencies, and Skills	A	B	C	D
v) Devotes appropriate time and attention to strategic issues		I	S	S
vi) Understands the distinction between what she/he can and cannot control or influence and focuses his/her energy on what is within his/her influence and control	S	S	A	A
D. Creativity and Innovation				
i) Constantly seeks new insights into situations and considers new possibilities and opportunities		I	S	A
ii) Experiments with novel ideas and approaches, taking considered risks		I	S	S
2. Self-Awareness and Emotional Intelligence				
A. Manages emotions to maintain a high level of effectiveness, even when angry or frustrated	S	S	S	A
B. Is aware of his/her emotional triggers, recognizing feelings and emotions as they happen, and consciously chooses the behavior that will yield the desired result	S	S	S	A
C. Is aware of his/her beliefs and impact on behavior and consciously chooses to change those that no longer serve his/her leadership goals	I	S	S	A
D. Is aware of and consciously chooses his/her attitude, recognizing that attitude shapes behavior	S	S	A	A
E. Is aware of his/her own preferences, style, temperament, and strengths and chooses how best to work with and manifest them to enhance effectiveness	S	S	A	A
F. Understands why she/he behaves as she/he does and knows how others perceive him/her		S	S	A
G. Possesses clarity of who she/he is and the leader she/he wants to be		S	S	A
H. Knows the impact his/her behaviors have on others	I	S	S	A
3. Personal Capabilities and Characteristics: Manages self in a manner that fosters learning and high performance				
A. Adaptability/Flexibility				
i) Adjusts proactively and flexibly to multiple demands	S	S	A	A
ii) Adjusts to new information, changing conditions, or unexpected obstacles	S	S	A	A
iii) Monitors and manages his/her internal response to organizational change efforts so as to facilitate his/her contribution to successful change	I	S	S	A
iv) Handles day-to-day challenges comfortably and confidently	S	S	A	A

Levels, Competencies, and Skills	A	B	C	D
B. Integrity, Honesty, and Trustworthiness				
i) Demonstrates trustworthiness by being sincere, authentic, reliable, and competent	S	S	A	A
ii) Earns and maintains credibility by demonstrating intense and consistent commitment to his/her beliefs and by taking personal accountability in the face of workplace realities that can erode credibility, e.g., do what she/he says she/he will do	S	S	A	A
iii) Takes responsibility for the consequences of his/her actions, recognizing that commitments are fulfilled when the promised results are achieved	S	S	A	A
iv) Holds self accountable to his/her commitments	S	S	A	A
v) Operates with truthfulness, whether delivering good news or bad	S	S	S	A
vi) Behaves congruently with his/her personal philosophy, values, and ethical standards	I	S	S	A
vii) Takes immediate action when observing apparent unethical behavior	I	I	S	A
C. Resiliency				
i) Makes considered and well-informed decisions regarding balance of work, family, and self	S	S	A	A
ii) Deals effectively with pressure and stress	S	S	A	A
iii) Maintains focus, self-confidence, a positive attitude, energy, and persistence, even when set back	I	S	S	A
iv) Builds and sustains energy by appreciating the "best of what is"		I	S	S
D. Self-Development				
i) Solicits and learns from feedback	I	S	S	A
ii) Actively learns from experience, modifying thinking and behavior to be more effective	I	S	S	A
iii) Seeks assignments and opportunities to broaden his/her experience base and enhance exposure to new ways of doing business	S	S	A	A
iv) Makes time for reflection and learning in pursuit of his/her leadership and career goals	S	S	A	A
v) Learns from mistakes		S	S	A
4. Leadership Presence: Consciously develops, practices, and embodies a powerful leadership presence				
B. Able to be in the moment and effectively focus his/her attention on what is happening	S	S	A	A
C. Ensures that his/her thinking, feeling, and verbal messages are congruent	I	S	S	A

Levels, Competencies, and Skills	A	B	C	D
D. Commands the attention of other, engenders trust, and inspires others to follow his/her lead		S	S	A
E. Speaks and behaves with authority, positively influencing others		S	S	A
F. Acts from and expresses his/her authentic self, while avoiding pretense		I	S	A
5. Diversity with Inclusion: Is aware of the impact of his/her own group identity on self; demonstrates commitment to fairness and inclusion of all				
B. Appreciates what makes him/her different from others and the value these differences contribute to personal and organizational success	I	S	S	A
C. Is aware of own social and position power and privilege and their impact on beliefs, habits, and behavior		I	S	S
D. Engages in self-reflection (i.e., values, perspectives, assumptions, beliefs) related to diversity to enhance personal growth and development		S	S	S
E. Is aware of and acknowledges the difference, if any, between the intent and impact of his/her words and actions, especially if she/he is a member of an advantaged group	S	S	S	A
F. Speaks up when noticing power and privilege dynamics that negatively impact individual, group, and/or organizational performance		I	S	A
INTERPERSONAL				
1. Relating to Others: Works to build trusting and supportive relationships				
A. Communication				
i) Powerfully and effectively uses language	S	S	A	A
ii) Seeks and provides clear and adequate context for all conversations	S	S	A	A
iii) Seeks to understand and appreciate others' points of view and feelings	S	S	A	A
iv) Is fully present during interactions with others	S	S	A	A
v) Listens actively, paying close attention to what is being said, rather than thinking about what to say in response	S	S	A	A
vi) Makes clear promises, declinations, requests, and offers	S	S	A	A
vii) Communicates what she/he needs and why	S	S	A	A
viii) Ensures that people are clear about the information communicated by testing them for understanding	I	S	S	A
ix) Has difficult conversations, when needed		I	S	A
x) Constructively and directly names problems to enable conversation, resolution, and alignment		S	S	A

Levels, Competencies, and Skills	A	B	C	D
B. Building Supportive Relationships				
i) Takes time out to invest in building relationships	S	S	A	A
ii) Seeks to understand and be responsive to the needs of others, e.g., customers, peers, team members	S	S	A	A
iii) Appreciates and encourages others	I	S	S	A
iv) Creates relationships built on mutual respect	I	S	S	A
v) Treats each person as the unique individual she/he is	I	S	A	A
vi) Demonstrates a positive and caring attitude toward others	I	S	S	A
vii) Maintains, utilizes, and benefits from a robust support network	I	S	S	A
viii) Creates mutually beneficial and collaborative partnerships		I	S	S
ix) Connects authentically with the thoughts and feelings of others in order to motivate and inspire them to achieve a desired outcome		I	S	A
x) Supports others in identifying and resolving their own challenges		I	S	A
xi) Coaches and mentors others, helping them leverage their strengths and maximize their contribution to the organization		I	S	S
C. Trust Building				
i) Intentionally and rigorously builds trust as the foundation for relationships with co-workers, customers, and partners, e.g., by doing what she/he says she/he is going to do	S	S	A	A
ii) Admits mistakes to others	S	A	A	A
iii) Treats others' concerns and issues with the utmost sensitivity and confidentiality		I	S	A
iv) Makes it safe for people to tell the truth and candidly talk about concerns, fears, and problems		I	S	S
D. Emotional Intelligence				
i) Is socially aware, noticing and demonstrating empathy for others and their emotional states	I	S	S	A
ii) Expresses feelings and emotions appropriately by using all means of expression – words, voice, body, face – to deliver one congruent message	I	S	S	A
iii) Is aware of the impact of his/her emotions, thoughts, and biases when interacting with others	S	S	A	A
iv) Accurately reads the body language and non-verbal cues of others with whom they communicate		I	S	A

Levels, Competencies, and Skills	A	B	C	D
E. Influence and Negotiation				
i) Keeps the desired outcome in mind when deciding when and how to influence others	I	S	S	A
ii) Carefully chooses the timing for making suggestions or requests to maximize the likelihood of their being adopted	I	S	A	A
iii) Consciously chooses the mood she/he wants to create with others to enhance cooperation and maximize influence		S	S	A
iv) Creates "win-win" solutions by understanding and respecting the needs of both parties		S	S	A
v) Influences others by reasoning and negotiation, rather than using pressure tactics		I	S	S
vi) Gains cooperation from others through influence techniques		S	S	A
vii) Exercises independent choice in response to others' attempts to influence him/her	I	S	S	A
F. Conflict Management				
i) Confronts others from a mindset of learning and curiosity, and not judgment		I	S	A
ii) Manages conflict effectively, identifying key issues and areas of agreement, in an effort to constructively resolve conflict in a positive, win-win manner		S	S	A
iii) Encourages others to express openly their disagreements and objections		S	S	A
iv) Initiates and engages in the discussion of sensitive issues		I	S	A
2. Diversity with Inclusion: Establishes a relationship where both parties are fully engaged and able to effectively use their diverse talents				
A. Practices inclusion and respect for all	I	S	S	A
B. Learns from and builds connections across a full range of differences		I	S	A
C. Is aware of the impact of each other's social identity group (e.g., race, gender, generation, national origin) on their perceptions and workplace relationships		S	S	A

Levels, Competencies, and Skills	A	B	C	D
GROUP				
1. Group Dynamics: Uses understanding of human behavior in groups to create and sustain an environment that enhances group and individual effectiveness (in formal, informal, one-time, and ongoing groups, including teams)				
B. Facilitates inclusion, mutual influence, trust, support, and cooperation in the group	I	S	S	A
C. Understands and effectively manages overt and covert group dynamics		S	S	A
D. Effectively balances task and group maintenance behaviors in a group	I	S	S	A
E. Sustains a positive mood in the group, fostering collaborative spirit, pride, commitment, and excellence		S	S	A
F. Facilitates the establishment of and accountability to group norms and working agreements		S	S	A
G. Facilitates the discussion of sensitive issues in the group		I	S	A
H. Develops conflict management capacity in the group		S	S	A
I. Enables a group to maintain focus on what is important and effectively coordinates action	I	S	S	A
J. Leads effective meetings, e.g., plans time effectively; clearly communicates expectations and desired outcomes, and ensures the group focuses on the matter at hand (e.g., no side conversations)		S	S	A
K. Creates a safe environment where people can discuss and learn from their mistakes		S	S	A
2. Diversity with Inclusion: Creates and sustains an environment where all group members are fully engaged, influential, and able to use their diverse talents				
A. Promotes a group culture of inclusion, respect, and learning from differences		S	S	A
B. Identifies power dynamics within the group (e.g., who takes air space, whose expertise is sought) and ensures all group members are respected, included, and engaged		S	S	A
C. Enables the group to productively discuss and mitigate power and privilege dynamics that negatively impact individual or group performance		I	S	A
3. Facilitates Effective Decision-Making: Ensures that the group thoroughly considers a full range of data and contextual information before rendering decisions				
A. Facilitates accurate, open, and transparent communication in group		S	S	A
B. Asks thought-provoking and challenging questions to stimulate open conversation	I	S	S	A
C. Balances inquiry and advocacy	I	S	S	A

Levels, Competencies, and Skills	A	B	C	D
D. Solicits appropriate information, opinions, and concerns from group members.	I	S	S	A
E. Facilitates open discussion of difficult or hidden issues		I	S	A
F. Encourages members to provide adequate context for their views and to distinguish judgments, feelings, and facts		S	S	A
G. Promotes use of clear requests, offers, declinations, and promises.	I	S	A	A
H. Elicits multiple and dissenting opinions, especially in high risk and ambiguous situations, avoiding "group think"		S	S	A
I. Encourages creative thinking in the group		I	S	A
J. Promotes a group atmosphere where mistakes are openly discussed	I	S	S	A
K. Creates a group environment that encourages sharing best practices and lessons learned		S	S	A
4. Workgroup Leadership: Using group skills as a foundation, builds and leads effective workgroups, whose members are individually accountable to a single leader for separate work products				
A. Attracts followers and inspires passion, optimism, commitment and effort among workgroup or team members		S	S	A
B. Ensures clarity of workgroup's purpose, in context of organization's mission and strategy		S	S	A
C. Ensures that workgroup members understand each other's roles and how they contribute to the workgroup's overall success		S	S	A
D. Builds and maintains an effective workgroup culture of collaboration, where information, resources, and assistance are shared to facilitate one another's success and achievement of workgroup's overall purpose		S	S	A
E. Ensures clarity about and effective use of decision-making processes, distinguishing which decisions are made by the single leader and which are made by the entire workgroup		I	S	A
F. Prioritizes the work of workgroup members, or helps them prioritize their own work.		S	S	A
G. Ensures clear conditions of satisfaction are established for assigned tasks		S	S	A
H. Balances the work among workgroup members		S	S	A
I. Monitors workgroup's work on a regular basis		S	S	A
J. Ensures accountability of workgroup members for their respective products and milestones		S	S	A

Levels, Competencies, and Skills	A	B	C	D
5. Team Development: Using group and workgroup skills as a foundation, develops and participates in high-performing teams, whose members share accountability for collective work products produced interdependently				
A. Identifies conditions where working as a true team is usually more effective than a single-leader workgroup		I	S	A
B. Effectively advocates for forming a true team, where appropriate, and enables the prospective members to clearly understand the distinction between the operations of a team and a workgroup		I	S	A
C. Ensures the team develops and aligns around a common vision, goals, and objectives, ensuring a performance focus		S	S	A
D. Ensures roles are clear and consistent with team purpose		S	S	A
E. Builds and maintains an effective team culture of interdependence and mutual accountability		S	S	A
F. Facilitates development of a shared set of operating principles/working agreements		S	S	A
G. Promotes accountability to team goals and operating principles/working agreements and challenges team members who are behaving contrary to team excellence		S	S	A
H. Shares or rotates leadership according to whose skill set is best matched to the task at hand		I	S	A
I. Facilitates appreciative inquiry in the team to identify the best of "what is" and "what could be," building energy and creativity for innovation and high performance		S	S	A
J. Encourages the team to celebrate success and to acknowledge and reward individual and team contributions to this success		S	S	A
K. Ensures team members have complementary skills required to produce the team's intended outcomes		I	S	A
L. Ensures team sets project plans		S	S	A
M. Collaboratively determines who will do what work, aligning responsibilities with individual members' strengths and talents		S	S	A

Levels, Competencies, and Skills	A	B	C	D
ORGANIZATION				
1. Leading People: Elicits people's commitment and fosters their capacity to achieve organizational goals				
A. Possesses and communicates a clear organizational vision and sense of purpose		I	S	S
B. Attracts followers and inspires passion, commitment, and effort among a large and diverse group of people throughout the organization			S	S
C. Ensures all organizational members understand the results they are expected to deliver and how their work contributes to the accomplishment of the NASA Vision, Mission, and Strategy		I	S	A
D. Holds self and others accountable, at all organizational levels, for behaving consistent with shared organizational values		I	S	A
E. Displays and inspires optimism about the organization's future		S	S	A
F. Demonstrates personal concern for others' well being		S	S	A
G. Engages in situational leadership, applying the style with the greatest impact under the circumstances		I	S	A
H. Modifies influence style as needed to effectively lead up, down, or across		I	S	A
I. Understands the distinction between leadership and management behaviors, and consciously emphasizes leadership or management as needed to meet the needs of the situation in a powerful and effective way		I	S	A
J. Communicates decisions, strategies, and approaches and the rationale behind them		S	S	A
K. Communicates to the organization, regularly and in a timely manner, strategic issues, work progress, and other important information		I	S	A
L. Provides organizational members with timely feedback on their contribution		S	S	A
M. Seeks input from organizational members – including facts, opinions, and concerns about their work – and provides timely feedback on the decisions and actions taken		S	S	A
N. Emphasizes and models teamwork and collaboration throughout the organization		I	S	A
O. Involves people in decisions that effect them in all stages of the decision-making process		S	S	A
P. Promotes an organizational atmosphere where mistakes can be discussed openly		S	S	A
Q. Provides everyone the opportunity to express openly their disagreements or to voice objections		S	S	A

Levels, Competencies, and Skills	A	B	C	D
R. Provides opportunities for people to share and pursue their passions, values, and goals		I	S	A
S. Develops leadership talent in other leaders, e.g., supports them in making their own decisions		I	S	S
T. Attends to leadership succession planning for the organization			S	S
U. Provides coaching, mentoring, and other developmental support to sustain maximum employee engagement and mission contribution			S	S
2. Leading Change and Transition: Actively leads organizational change and transition to achieve the desired future state				
A. Takes a long-term view and provides a vision of the future that captures the commitment of people			S	S
B. Creates a sense of urgency for desired change			S	S
C. Participatively develops change and transition strategies			S	S
D. Communicates what is necessary, providing context and explaining how it will impact the individual and the organization		I	S	S
E. Helps people shift their perceptions and actions consistent with the desired change			S	S
F. Listens to and addresses followers' concerns about change		I	S	S
G. Understands culture at an organizational level and how to change it to improve organizational performance			S	S
H. Builds coalitions based on mutual interest to facilitate organizational change			S	S
I. Models behaviors needed to successfully implement change		S	S	S
J. Tells stories to inspire and lead followers through the transition to a new organizational future			S	S
K. Translates higher-level vision for change into concrete actions		I	S	A
L. Identifies the risks associated with change and participatively develops risk mitigation strategies			S	A
M. Understands and helps followers move through the psychological transition process associated with change			S	S
N. Maintains oversight of the change process to ensure progress is achieved and keeps stakeholders informed of this progress			S	A
O. Highlights short-term wins and visible progress			S	A

Levels, Competencies, and Skills	A	B	C	D
3. Leading and Managing Work: Ensures that organization's people and processes work together to achieve organizational goals in a timely and effective manner				
A. Understands and can explain the major elements of: NASA Strategic Plan, mission directorate plans and Center implementation plans.	I	I	S	A
B. Assures that all work activities are focused on attaining clearly articulated and desired outcomes on time		S	S	A
C. Encourages the organization to meet or exceed the needs of customers		I	S	A
D. Consistently demonstrates and requires of others a commitment to continuous improvement		I	S	A
E. Realigns the work and work processes in response to changes in the external environment		I	S	A
F. Helps organization members achieve clarity regarding their roles and performance expectations		S	S	A
G. Delegates authority commensurate with responsibility		S	S	A
H. Establishes organizational priorities (i.e., determines where limited resources and staff will be used)		I	S	A
I. Reviews and adjusts organizational priorities on a regular basis		I	S	A
J. Effectively uses rewards and consequences to ensure organizational performance goals are met		S	S	A
K. Ensures organizational structure, systems, and processes align with organizational objectives			S	S
4. Organizational Awareness and Relationships: Understands organizational functions and structures and builds effective relationships within the organization				
A. Develops effective relationships, networks, and alliances with people in critical roles throughout the organization	I	S	S	A
B. Understands the organization is an integrated and complex system and that decisions and actions in one part of the system also affects other parts		I	S	A
C. Identifies and effectively deals with the internal politics that impact organizational performance		I	S	S
D. Helps others identify the cultural and political issues behind the challenges they face		I	S	A
E. Approaches each problem situation with a clear perception of organizational reality		S	S	A
F. Engages in mutually supportive and interdependent relationships with other GSFC and NASA organizations to achieve outcomes that benefit the greater whole, even if tradeoffs are required at his/her own organizational level			S	A

Levels, Competencies, and Skills	A	B	C	D
G. Establishes a standard of behavior for all employees that we succeed or fail as a Center and is intolerant of finger pointing or under-cutting behaviors		I	S	S
H. Understands and can explain the interdependent functions within the organization and their responsibilities, goals, and objectives	I	I	S	S
I. Understands the function, structure, roles, and communication channels of NASA Headquarters		I	I	S
5. Organizational Culture: Understands and leverages the impact of the informal organization and the organizational culture				
A. Understands the impact of written and unwritten organizational rules on individual performance		I	S	S
B. Understands and evaluates the systemic impact of all levels of the organization's culture on organizational performance			S	S
C. Leverages what is positive, unique, and special about the NASA culture		I	S	A
D. Initiates conversations to achieve a shared understanding of the organization's values	I	S	S	A
E. Ensures norms and behaviors align with organizational values		I	S	S
F. Sustains a positive and optimistic mood in the organization that enables engagement, creativity, productivity, and innovation			S	S
G. Fosters balance between work and personal life, e.g., models balance and negotiates deadlines		I	S	S
H. Creates a culture that fosters high ethical standards			S	S
I. Creates a culture of appreciation, at all levels of the organization, where success is celebrated and rewarded		I	S	A
6. Diversity with Inclusion: Ensures organization cultivates diversity and practices inclusion				
A. Is a proactive advocate for diversity, inclusion, and equitable treatment of all organization members		I	S	S
B. Ensures organizational systems, processes, and culture (e.g., hiring and awards) maintain fairness, accountability, and transparency and foster diversity and inclusion of all members			S	S
C. Creates an environment that values differences in the workplace as a source of learning, creativity, and enhanced performance		I	S	A
D. Intentionally maximizes organizational diversity, e.g., team and workforce composition		I	S	A
E. Ensures all employees have equal access to opportunities and proactively addresses barriers to inclusion and equity			S	A

Levels, Competencies, and Skills	A	B	C	D
F. Demonstrates a commitment to and compliance with EO laws and the Agency's related regulations, policies, and procedures to effect equal opportunity, affirmative employment, and diversity			S	A
G. Promotes, encourages, and maintains an environment free of discrimination and harassment		I	S	A
H. Surfaces and addresses "invisible" cultural practices that perpetuate advantages for some groups and not others		I	S	S
7. Organizational Learning: Fosters organizational values, climate, and processes that facilitate continual creation and sharing of knowledge from organizational experience and other sources				
A. Creates a climate that supports the open sharing of information and knowledge		S	S	A
B. Creates an environment that encourages capturing, storing, and sharing best practices and lessons learned from organizational activities within the organization		I	S	A
C. Ensures continuous learning and creates organization-wide development strategies to cultivate talent in others			S	A
D. Searches for and applies best practices from outside the organization			S	A
E. Ensures an assessment is conducted after completion of a major activity to discover what was supposed to happen, what happened, what accounts for the difference, and what to do next time	I	S	S	A

Levels, Competencies, and Skills	A	B	C	D
ENVIRONMENT				
1. External Awareness: Understands and responds to the “big picture”; i.e., external policies, regulations, and other factors that impact the organization				
A. Understands, anticipates, and effectively leverages or mitigates the impact of the “big picture” on organizational performance			S	S
B. Understands the impact that external customers and stakeholders (e.g., other Directorates, Congress, government agencies) have on the organization’s strategy and policies			I	I
C. Understands the statutory, regulatory, policy, and budgetary environment affecting the organization (e.g., how NASA gets funding) and can explain to others			I	I
D. Understands the political process and how it impacts NASA, including the roles of Congress, the White House, and other Executive Branch organizations			I	I
E. Monitors and keeps up to date on national and international policies and economic, political, and social trends that may affect his/her organization			I	I
2. Strategic Leadership: Develops organizational strategies to sustain future organizational viability and mission accomplishment				
A. Studies external environment and evaluates future scenarios affecting the organization’s mission and health			I	S
B. Develops organizational strategy to position organization for success in context of anticipated internal and external conditions, including potential threats and opportunities			I	S
C. Monitors results of strategy implementation and adjusts organizational performance and/or strategy, as necessary			S	S
3. Business Development: Anticipates the business needs of customers and fulfills them by marketing and delivering desired products and services				
A. Gathers information on needs and wants of current and potential customers		I	S	A
B. Continually assesses the work performed in their organization to ensure it adds value to GSFC and NASA and takes action accordingly, e.g., advocating for the discontinuance of the work that adds little or minimal value		I	S	S
C. Explains to organizational unit who their customers are, as well as their needs and wants		S	S	A
D. Continually identifies opportunities to create and provide new products and services and to acquire new customers		I	S	S
E. Acquires work/projects relevant to the organization’s goals and proportional to its resources			I	I
F. Uses knowledge of NASA products, services and capabilities to deliver solutions that match customer and stakeholder needs and wants			I	I

Levels, Competencies, and Skills	A	B	C	D
G. Understands how to promote organizational products and services in a government context			I	I
H. Regularly seeks, measures, and acts on customer feedback concerning the quality of products or services provided		I	I	I
4. Stakeholder and Partner Relationships: Builds and maintains relationships with external stakeholders and partners				
A. Develops effective relationships and alliances with partners and stakeholders external to the organization			S	S
B. Balances the interest of a variety of external customers, stakeholders, and partners		I	S	S
C. In all external relationships, maintains awareness of the impact of differences of culture, power, and privilege, and works to maintain respectful and equitable relationships		I	S	A

3.5 Impact of Workforce Demographics on Program Prerequisites: The newly developed Program Outcomes, as well as Program Competencies and Skills, arrayed above presume that participants in the subsequent programs already attended the previous programs, e.g., Program B participants completed Program A, etc. In that sense, the program outcomes, as well as competencies and skills, reflect the optimum scenario. The demographics of the GSFC population, as of late calendar year 2007, reflect that the majority of the GSFC civil service workforce are General Schedule Grade 12 and above. Consequently, for the near term, the most, if not all, of individuals attending Program B will not have previously attended Program A. Similarly, the majority of Program C participants did not attend either Program A or Program B. The Program D participants, in all likelihood, did not attend any of the preceding programs. The contractor shall ensure that the design and delivery approach recognizes that the prerequisites have not been met, either by designing and delivering a hybrid program or another suitable means identified by the contractor and approved by the COTR. The government will define its requirements for addressing the lack of prerequisite learning in the task orders issued after contract award.

4.0 Number of Cohort Attendees: The actual number of GSFC and other participants will vary depending on the workforce demographics and available funding. The following summarizes the usual range of participants from GSFC and outside organizations by program. Outside participants may include NASA Headquarters employees for Programs A, B, and C. Participants in Program D will be limited to Goddard employees only. Other outside participants for Programs B and C may be from other Federal Agencies.

Program	GSFC Participants	Outside Participants
A	16-24	0-4
B	16-24	0-4
C	16-24	0-4
D	10-16	0

5.0 Place of Performance: All developmental learning shall occur on-site at GSFC. The vast majority will occur at the Greenbelt, MD facility. If participation warrants, leadership training workshops may be held at GSFC's Wallops Island, VA location. Individual coaching shall ordinarily be held on-site at GSFC. By mutual agreement of the coach and coachee, a subset of individual coaching may occur by telephone, after a rapport has been established. All group coaching shall occur at the relevant NASA GSFC facility.

6.0 Cohort Learning Elements: The contractor shall design and implement the cohort Programs A-D using a mixture of the following learning elements. For all elements, the greatest emphasis shall be placed on experiential learning. The contractor shall ensure that the learning fulfills the competencies and skills, as well as program outcomes, defined in Sections 3.3 and 3.4 of this Statement of Work. [See section 7.0 for more details.]:

- Workshops
- Individual, Group/Team, Intact Work Team, and/or Facilitated Peer Coaching
- Individual Participant Learning and Practices, e.g., Reading and Reflection, for each Program. [More details will be included, prior to award, to reflect the negotiated agreement established by the contractor and the government.]
- Group/Team Learning, Practices, and/or Action Learning, for each Program. [More details will be included to reflect the negotiated agreement]
- Assessments of Participants, i.e., 360 Assessments. [More details will be included, prior to award, to reflect the negotiated agreement established by the contractor and the government.]
- Mentoring by a formally designated government-provided mentor – required for Programs A and B only. Optional for Programs C and D. [More details will be included prior to award to reflect the Offeror's proposal, e.g., how and when the contractor shall interface with the mentor, and the negotiated agreement established by the contractor and the government.]

- Shadowing of a mid or senior-level manager – required for Programs B and C only. The Contractor shall provide shadowing guidelines for the participants, including the objective(s) of the shadowing, the duration of the shadowing, how to select someone to shadow, and guidance for the participant's preparing a written shadowing report. If the participants desire more guidance in selecting a person to shadow, they should seek that guidance from their supervisor, mentor, and or the COTR. The SOW was modified to clarify this requirement.
- Other Modalities - [More details will be included, prior to award, to reflect the Offeror's proposal and the resultant negotiated agreement between the government and the contractor.]

7.0 Description of Work and Deliverable Items: The contractor shall deliver the following items. The learning from the collective developmental experience of attending the workshops; combined with individual/group coaching, individual participant learning and practices, as well as group/team learning and practices; shall fulfill the program outcomes, while meeting the competency/skill levels of learning identified above.

7.1 Program Integration. In addition to ensuring that learning within each Program A-D meets the requirement identified in 7.0 above, the contractor shall ensure that learning across all programs is fully integrated. Fully integrated is defined as ensuring that the learning is consistent across all program levels and that the learning in subsequent programs builds on the learning in previous programs. Some repetition of learning is acceptable and shall be identified and approved by the COTR during the workshop design phase described below.

For each program, the government-issued task order will identify the program components, including a list of the workshops ordered.

7.2 Workshop Design and Delivery

7.2.a Workshop Design. The contractor shall design the workshops, ensuring consistency with the program outcomes, and reflecting the skill and competency levels identified in Section 3.5, above. During year 1 of the contract, the government intends, budget permitting, to issue task orders for pilot versions of all programs, starting with Program A, followed by Programs B and D, with Program C last. The task orders for the design of pilot Programs A and B will allow for 4-month design time frames. A 6-month design time frame will be reflected for the pilot Programs C. For subsequent years, task orders for Program A will reflect a 2-month design period. The design period for the second offering of Programs B and C will be 3 months. The design time for the pilot offering of Program D will be 3 months. The task orders for subsequent offerings of Program D will reflect a 2-month design time frame. The following table summarizes the preceding information:

Design Time	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Program A	4 months [pilot]	2 months	2 months	2 months	2 months
Program B	4 months [pilot]	2 months	2 months	2 months	2 months
Program C	6 months [pilot]	2 months	2 months	2 months	2 months
Program D	3 months [pilot]	2 months	2 months	2 months	2 months

The contractor shall partner with the COTR in designing the workshop content. At that time, the contractor shall identify the length of program and the content and duration of all learning modalities, including workshops. The contractor shall provide the COTR with a draft outline for each workshop, including topics discussed, duration for each topic, presenter(s), and an identification of the proposed handout materials, e.g., books, articles, leadership assessments. After meeting with the COTR, the contractor shall prepare a final outline that reflects the content agreements reached with the COTR. Consistent with this final outline, the contractor shall then deliver draft handout materials for government review. The government will provide review comments within 5 working days. Final handouts shall be to all participants. One copy each shall also be delivered to the government program manager and the COTR. Due dates will be identified in the task order.

The first time that a Program is delivered, it will be considered a Pilot, with the expectation that it will be modified before being offered a second time based on feedback or input from the COTR or his/her designee.

7.2.b Workshop Delivery. The government intends to issue task orders for the design and delivery phases. The task order requirements for delivery phase will consider the results of the contractor’s government-approved design.

Workshops shall be delivered in accordance with the dates identified in the task orders and consistent with the workshop design time frames in the task orders. Program duration, measured from the first workshop day to the last workshop day, shall be consistent with the times identified in the Program Outcomes in Section 3.3, above.

The contractor shall provide the following materials for all programs. One copy of the handouts shall be provided to the COTR before the workshop.

1. Handouts – An original for printing in accordance with Section 8.0, Government Responsibilities, below. If the contractor does not meet the duplication deadline, the contractor shall make copies
2. Books and articles for all participants
3. Leadership assessments for all participants
4. Consumables for each workshop
5. Other materials needed to support non-workshop learning modalities, e.g., coaching

Each Program, A-D, shall begin with a cohort workshop titled “Establishing the Cohort Learning Community and Program Overview.” This workshop shall, at a minimum:

- Introduce the cohort members to each other
- Introduce core members of the program delivery team to the cohort members
- Identify the requirements for successful program completion, including program schedule for workshops, group coaching, etc.
- Provide a program overview and context for the program, addressing all learning modalities
- Identify key program outcomes
- Describe all program components
- Assign initial learning tasks, if any

The contractor shall monitor attendance at the workshops and deliver a summary report of attendance for all participants within 1 week after completion of the program. Participants must attend a minimum of 90% of the workshop days in order to be certified as completing the program. Other minimum requirements for program certification, e.g., participating in a minimum number of coaching conversations and completion of assessments, will be reflected in the task order for the delivery phase of the contract and monitored by the contractor.

7.2.c Workshop Scheduling. The contractor shall design and deliver the agreed-to workshops [the contract will reflect the proposed and final negotiated workshops]. Delivery includes all workshop materials, including set-up and tear down, except for the items identified in Section 8.0, Government Responsibilities. A workshop day is defined as 8:30 a.m. – 4:30 p.m., plus set-up and tear down. A half-day workshop shall be either 8:30 a.m. – noon or 1:00 – 4:30 p.m., plus set-up and tear-down. Additional requirements concerning design and delivery are reflected below. Normally, lunch will be for 1 hour at a established time agreed to by the participants and the workshop leaders. The same lunch time will apply to all workshops in that program.

Once the workshop schedule is approved by the Contracting Officer's Technical Representative (COTR) the contractor shall notify the COTR who will reserve adequate space on-site at Greenbelt, MD or Wallops Island, VA. At Greenbelt, preference will be given to the rooms in the Building 1 training facility. At Wallops, preference will be given to the rooms in the Management Education Center.

7.3 Coaching. The contractor shall provide professional coaches who are either certified or master certified by the International Coaching Federation, or equivalent in relevant experience, including number of coaching hours and type of coaching clients. The coaches for each program shall meet with each other to share insights and lessons learned, and to identify issues deserving of discussion in the workshop setting. These issues shall be shared with the contractor Program Manager and the Contracting Officer's Technical Representative (COTR) in periodic progress reports. For Programs A and D, a minimum of one meeting shall be held over the course of the program; for Program B, a minimum of two meetings shall be held; and for Program C, a minimum of three meetings must be held. The contractor must ensure that these conversations and progress reports do not breach confidentiality with the coaching clients.

7.3.a Individual Coaching. Individual coaching shall ordinarily be done in person at NASA Goddard Space Flight Center. After establishing a solid rapport with the participants, coaching may be done over the phone only if the coachee agrees to phone coaching. A minimum coaching session shall be 30 minutes in length. There is no maximum length for a coaching session. The coach and coachee shall agree to the duration of each individual coaching session. The coachee is responsible for providing suitable, private space for the coaching conversations. Should the coach seek to schedule consecutive sessions with multiple coachees, he/she shall contact the COTR or designee and request suitable space, at least 2 calendar weeks in advance of the consolidated session. The task order will identify the amount of individual coaching the contractor shall provide to each participant. The contractor shall offer the identified number of coaching hours to all participants. Some may elect not to utilize all of the offered hours. In that case, all participants must participate in at least 4 hours of individual coaching.

7.3.b Group Coaching. Group coaching may take the form of Facilitated Peer Coaching for Programs C and D only, Coaching of Cohort Program Participants for Programs B-D only, and Creative Learning Group Coaching for Programs A-C. The type and quantity of group coaching will be identified in the task orders. Facilitated Peer Coaching is defined as peers coaching each other, in a group setting, under the leadership of a coach provided by the contractor. Coaching of Cohort Program Participants ordinarily shall occur in the context of a workshop or other

group learning situation, again by a contractor provided coach. Creative Learning Group (CLG) activities are defined below. The contractor shall be prepared to offer individual or group coaching to CLG participants in the group setting.

7.3.c Creative Learning Groups. Continual learning is critical for sustaining effective leadership skills. Creative Learning Groups (CLGs) are a means of offering continual learning to program participants and graduates. As reflected in the task orders, the contractor shall design and deliver CLGs for the designated Programs A, B, or C. CLG workshops are ordinarily of ½-day or 1-day in duration. The number of CLG workshops held annually will vary with the interest of the program graduates and the available funding. As delineated in the task order, the contractor shall identify potential CLGs. In doing so, they shall solicit and consider input from program graduates. This identification shall include the title of the CLG, a description with the proposed outcome, the duration, the name(s) of the presenters, and the proposed attendees by Program, including whether program participants and/or graduates are identified. The contractor shall also identify if the CLG content is appropriate for inviting individuals who did not/are not participating in a formal leadership program. In determining CLG topics, the contractor shall consider current "big picture" issues and initiatives and the leadership skills necessary to address them. In accordance with Section 7.2.b above, the contractor shall provide learning materials for all participants at the CLGs. One copy of the workshop handouts shall be provided to the COTR on or before the workshop.

7.4 Exploring Leadership Colloquia. All program participants are required to attend the 6-8 Exploring Leadership Colloquia offered each calendar year. To enable the contractor to discuss the information presented at the colloquium, one of the contractor's key personnel is also required to attend the colloquia keynote session. The keynote sessions are usually from 10-11:30 in the Building 3 Goett Auditorium at Greenbelt, MD. The COTR will ensure that the contract Program Manager receives a copy of the annual colloquia schedule within 7 days of its publication. This schedule is usually published in the August/September timeframe. On an exception basis, copies of a VHS videotape [and possibly a DVD] can be loaned to the contractor if they were unable to attend a colloquium. Loans can be obtained from the Exploring Leadership Colloquia Program Manager, Gail Williams, at 301-286-0159. The contractor shall provide Gail Williams, Gail.S.Williams@nasa.gov, with the e-mail addresses of all key personnel who wish to receive detailed e-mails describing each colloquium, usually issued 2 weeks prior to the event.

7.5 Participant Assessments. Feedback shall be solicited by the contractor for each workshop. The form used to collect this feedback shall be pre-approved by the COTR. Approval is required one-time for a generic version of the form and not required again unless the format or content changes. The contractor shall allow 5 business days for COTR review and approval of any updated generic form. The assessments shall be designed to measure the competencies and skills taught in the Program through all learning modalities, e.g., workshops, reading and reflection, action learning.

At the completion of each Program, the contractor shall solicit feedback from all participants for all program elements, e.g., workshops, coaching. A generic version of the form designed to collect this program completion feedback shall be submitted for approval of the COTR. The contractor shall allow 5 business days for COTR review and approval. The contractor may also elect to solicit feedback from the participant's supervisors, mentors, and coaches. If they choose to do so, prior coordination with the COTR is required, along with approval of the collection methodology and forms. Again, the contractor shall allow 5 business days for COTR review and approval of the proposed methodology and forms. The contractor shall consolidate and analyze this program completion feedback and include the results in the Program Report described below.

7.6 Written Program Interim and Final Reports. The contractor shall deliver several types of progress reports, as described below.

7.6.a The results from each workshop shall be consolidated, analyzed, and shared with the COTR within 10 business days after workshop completion.

7.6.b Within 30 business days after the conclusion of each Program, the contractor shall submit a written report reflecting the feedback from the participants, along with lessons learned and recommended changes for future programs.

7.6.c Coaching progress reports within 10 business days after each progress meeting, as delineated in 7.3 above

7.6.d An annual written assessment that addresses all programs delivered over the past year, with emphasis on how well the requirement for integrated learning across all four programs was achieved

7.7 Non-Cohort Training and Coaching. GSFC envisions providing leadership training, on a non-cohort basis, to its employees, who have not participated in a cohort program or to graduates of a cohort program. These standalone training workshops will address one or more of the competencies listed above. The workshop lengths will vary from 2 hours to 5 days. The government will identify the non-cohort training required, along with the competencies and learning levels required, in a task order. This task order

will also identify the skill groups and grade range of employees who will be invited. In accordance with the schedule in the task order, the contractor shall provide the COTR with a draft outline, followed by a final outline and draft handouts, to be followed by final handouts. The COTR will provide comments on the draft materials within 7 business days of receipt. The contractor will be provided a minimum of 30 calendar days lead time for workshops previously delivered and 60 calendar days lead time for workshops never previously delivered. The number and frequency of non-cohort training will vary depending on demand, demographics, and budget.

The government may also acquire individual and group coaching for non-cohort participants. The type and quantity of the coaching required will be identified in a task order. Within 7 days of issuance of the task order, the contractor shall identify three potential coaches who will be interviewed by the client. The client will notify the COTR who, in turn, will notify the contractor of the selected coach within 7 working days of the interview. In rare cases, the contractor may be asked to provide other referrals for government consideration if none of the initial three meet the client's needs.

8.0 Government Responsibilities. The government will provide the following:

- The Government reserves the right to designate to designate one task monitor with cognizance over all the programs, or one task monitor per for each Program A, B, C, and D. The contractor will be provided a copy of their delegation that will identify the task monitor's authority, responsibility, and limits on both.
- The COTR or designee will review all submitted materials and provide feedback to the contractor within 5 working days of receipt of the information.
- A COTR to provide the contractor with "big picture" and other relevant contextual information for the sake of tailoring the program content. The frequency and duration of these meetings will vary, with more meeting time likely for the initial/pilot design of the programs, as well as for the longer programs, e.g., Programs B and C.
- The names of the selected program participants, their code, e-mail, phone number, and skill group at least 14 business days prior to the first workshop.
- The names, code, e-mail, and phone number of the supervisors for each participant at least 7 business days prior to the first workshop.
- The name, code, e-mail, and phone number of the program mentor, for each participant in programs A and B, at least 7 business days prior to the first workshop. Mentors will be available for Programs C and D if a request is initiated by the participant and submitted on their behalf by the contractor to the COTR at least 2 weeks prior to the first workshop. This request shall include the name and organizational code for the participants requesting mentors for Programs C and D, along with a deadline for identification of a suitable mentor.
- Support, via the government Program Managers, to help participants in Programs B and C identify appropriate managers and leaders to shadow.

- Suitable classroom space on-site at GSFC, in the Building 1 Training Facility or an equivalent location at Greenbelt, MD or the Management Conference Center at Wallops Island, VA.
- Any or all of the following training equipment in the training rooms in Building 1 at Greenbelt, MD or the MEC at Wallops Island, VA, if a request is sent to the COTR at least 7 working days in advance of the need date. These items are only for use at the government's site:
 - Flip Charts – free standing and/or wall-based with paper and markers. The contractor shall designate the number and type of flip charts required.
 - TV with VCR and/or TV with DVD Player
 - Tables for participants, instructors, and/or materials
 - Chairs for participants and instructors
 - Podium
 - Laptop PC
 - Computer Projector
 - Wireless internet access
 - A computer lab with 16 PCs plus one instructor's PC, all with printers, at Greenbelt; A computer lab with 30 PCs plus one instructor's PC, with access to printers, at Wallops
- Access to the Center for U.S. Citizens via a 6-month temporary badge. The contractor shall provide the names of all individuals requiring this access, along with the assurance they are U.S. Citizens and that they will visit GSFC at least 2 days a week, on average, to the COTR or his/her designee. The Government will coordinate with the Contractor before the end of the 6-month period and renew badges for individuals requiring continual, regular access to GSFC.
- Black and white duplication of PowerPoint and Word handouts for the workshops if electronic or hard copy masters are provided to the COTR, or his/her designee, at least 4 working days in advance of the workshop date.
- Graphics design support for handouts and posters, if requested by the contractor. The contractor shall provide the COTR, or his/her designee, with their requirements, including a draft image. Legible, handwritten drafts are acceptable. A minimum 14 working days shall be allotted for the preparation of handouts and posters of fewer than 5 images. An additional 7 days are required for a maximum of 10 images. Posters are limited to 24X36 in size and the contractor shall identify if the image shall be prepared for portrait or landscape printing.
- Capability to reserve workshop space at Greenbelt using the OHCM calendar at <http://ohcmcalendar.gsfc.nasa.gov>.

9.0 Additional Contractor Responsibilities

The contractor shall provide any special equipment not listed above, e.g., video recording equipment and tapes.