



National Aeronautics and
Space Administration

Langley Research Center
Hampton, Virginia 23681-0001

NASI-20464

SOLICITATION

1-124-AFB.0009

REQUIREMENT: SAFETY, QUALITY AND RELIABILITY SERVICES

TRIPARTITE AGREEMENT

RFP No. 1-124-AFB.0009

Prime Contract NAS1-20469

Subcontract _____

SIGNATURE PAGE

Subcontractor

Hernandez Engineering, Inc.

By: _____

Date

Name & Title _____

Small Business Administration
United States of America

By: _____

Date

Name & Title: _____

National Aeronautics and Space Administration

By: _____

Date

Name & Title: _____

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF WORK

A. This is an Indefinite-Delivery/Indefinite-Quantity Cost-Plus-Fixed-Fee (completion form) type contract for the Contractor to furnish services for a comprehensive safety, quality and reliability program as described in Section C, Statement of Work with a base year and options to renew the contract for four years. The work to be accomplished under this contract, for each delivery order(s) issued, consists of tasks. The Contractor shall, upon receipt of duly executed Delivery Order(s), perform all services required by each delivery order. The Contractor shall complete all work and services under this contract within the period of time specified in the Delivery Order(s) to be issued except that no Delivery Order(s) shall be issued hereunder after expiration of this contract.

B. Contract Line Item Numbers (CLIN)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Safety, Quality and Reliability Services	As specified in accordance with individual Delivery Order(s).
2	Contract Documentation as specified in Exhibit A	Not Separately Priced (NSP)

B.2 CONTRACT MINIMUM

The Government issued Delivery Order(s) under this contract shall provide for a minimum of \$10,000 worth of services for the base year. Exhibit D identifies Delivery Orders 001 and 002 which are issued concurrent with award and provides for the Government's guaranteed minimum.

B.3 CONTRACT MAXIMUM

The Government issued Delivery Order(s) under this contract shall not exceed a maximum of \$2,000,000 for the base year.

B.4 TYPE OF CONTRACT

A. An Indefinite-Delivery/Indefinite-Quantity Cost-Plus-Fixed-Fee (completion form) contract is contemplated pursuant to FAR 16.504 and 16.306(d)(1). Individual tasks will be negotiated on a completion form basis pursuant to FAR 16.306(a). The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of order requires the Contractor to complete and deliver the specific end-product as a condition for payment of the entire fixed-fee established for the order and within the estimated cost if possible; however, in the event the order cannot be completed within the estimated cost, the Government can elect to require more effort from the Contractor without increase in fee provided it increases the estimated cost of the order.

B. The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish and complete all work and services for each Delivery Order issued under the terms and conditions of the basic contract and each Delivery Order.

C. Pursuant to the Clause FAR 52.216-18, Delivery Order(s) may be issued only if authorized by the Contracting Officer.

D. The work performed hereunder shall be performed by personnel possessing not less than the level of qualifications proposed by the Contractor and considered by the Government in awarding the contract.

B.5 FUNDING OF DELIVERY ORDERS

Delivery Orders may be fully or incrementally funded. FAR 52.232-20, Limitation of Cost, applies to fully funded orders and FAR 52.232-22, Limitation of Funds, applies to incrementally funded orders.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

1.0 Background

The Office of Safety, Environment, and Mission Assurance (OSEMA) is responsible for the development, implementation, and management of a comprehensive safety, quality and reliability program for the Center. This Statement of Work defines contracted efforts which support these program elements.

Within the OSEMA, the Office of Mission Assurance (OMA) provides system Safety, Reliability and Quality (SR&Q) assurance support to LaRC Space Flight and Aeronautical projects. To support these projects the OMA works with the responsible project personnel to develop assurance programs which are tailored from existing Government requirements, guidelines and industry standards and then support their accomplishment. The specific product assurance requirements for the OMA are documented in the LaRC Program Assurance Manual, LHB (Langley Handbook) 5300.1, which defines the Center's quality system, program specific Product Assurance and Safety Plans, Safety Data Packages and associated Hazard Analyses, Reliability Analyses and Risk Assessments.

The Office of Safety and Facility Assurance (OSFA), OSEMA, plans, develops and implements assurance programs which measure and control safe and reliable operations and provide protection of personnel and property. The OSFA ensures compliance with established programs and regulations regarding system safety, reliability, maintainability, and quality assurance.

In light of the pending NASA restructuring, it is anticipated that this contract could service other NASA Centers.

2.0 Scope

The contractor shall perform the tasks assigned. This will require developing and implementing product/software assurance programs for space flight and aeronautics projects, performing quality system assessments, and conducting reliability and assurance engineering analysis for facility design, construction,

and operations activities. The contractor will be required to perform in the following tasks areas:

- 3.0 *Spaceflight Program Safety and Mission Assurance
- 4.0 *Aeronautics R&D Safety, Reliability and Quality Assurance
- 5.0 *Reliability Engineering Analysis for Spaceflight and Aeronautics
- 6.0 *Quality System Assessments
- 7.0 *Software Assurance
- 8.0 *Safety & Facility Assurance Engineering Support

Services will be obtained from the Contractor through individual delivery orders on an as required basis. All requirements will meet the following criteria:

- (a) Requirements will not constitute an inherent Government function.
- (b) Requirements will not duplicate comparable services performed by Government personnel per project/program.
- (c) Requirements will not involve the exercise of discretion on behalf of the Government.
- (d) Each requirement will result in an identifiable final product or achievement of specific performance standards.
- (e) The requirements will be of limited duration--only in rare instances exceeding one year to complete.

3.0 Spaceflight Program Safety and Mission Assurance

The contractor shall develop and implement Product Assurance Programs to identify processes and documentation necessary to eliminate or control risks associated with the design and development of space flight hardware. Contractor tasks may include:

3.1 Develop, evaluate, and/or implement Product Assurance Plans to include all program system safety, reliability and quality assurance requirements.

3.2 Generate and/or evaluate safety data packages in support of the Space Transportation System (STS) safety certification process.

3.3 Perform and/or evaluate hazard analyses including Preliminary Hazards Analysis, Subsystem and System Hazard Analyses, Fault Tree Analysis, Failure Mode and Effects Analysis and Single Point Analysis.

3.4 Provide monitoring during the manufacture, testing, integration and launch of in-house or contract built spaceflight or other flight hardware.

4.0 Aeronautics R&D Safety, Reliability and Quality Assurance

The contractor shall apply analytical tools to a broad area of aeronautical research and development programs which include aeronautical performance, thermodynamic performance, control analysis, engine and power plant systems, wind tunnel testing, flight testing, avionics systems, and composite aircraft materials. The contractor shall present and defend the results of

computational analyses in written reports and oral presentations. The contractor shall attend technical meetings and reviews and provide reports and presentations necessary to support the project objectives. Contractor tasks may include:

4.1 Develop, evaluate, and/or implement Product Assurance Plans for specific aeronautical research and development projects.

4.2 Perform and/or evaluate hazard analyses and risk assessments, (i.e., fault tree analysis, failure modes and effects analysis, systems and subsystem hazard analyses, single point failure analysis, and probabilistic risk assessment).

4.3 Provide monitoring during the critical phases of manufacturing, testing, integration and flight test of in-house or contract built aeronautical flight hardware.

5.0 Reliability Engineering Analysis for Spaceflight and Aeronautics

The contractor shall apply analytical methods to develop mathematical models or use existing tools that probabilistically simulate electrical, mechanical, and software systems. Contractor tasks may include:

5.1 Evaluation of state-of-the-art solutions to fault-tolerant system reliability assessment requirements to identify system deficiencies and recommend solutions to assure highly reliable systems.

5.2 Perform reliability analyses (reliability block diagrams, fault tree analysis, failure modes and effects analysis, etc.) of electrical/electronics, mechanical and software systems. Provide a single mission success reliability number for space flight and/or aeronautical R&D projects.

6.0 Quality System Assessment

The contractor shall perform assessments of quality systems within the functional organizations of LaRC and/or their suppliers and contractors. Specific contractor tasks may include:

6.3 Perform assessments of LaRC organizations and/or contractors and suppliers. Make recommendations to ensure compliance with specific quality standards, and regulations.

6.4 Provide training courses to assure understanding of ISO 9000 guidelines and their implementation within NASA and/or their contractors.

7.0 Software Assurance

The contractor shall evaluate the software management plans and implementation processes. Contractor tasks may include the following:

7.1 Perform software assurance assessments of specific projects. Review/evaluate software project management documentation. Evaluate quality of software development at life-cycle stages of a project.

7.2 Perform software assurance functions on specific projects. Recommend software assurance tools and practices to specific projects.

8.0 Safety & Facility Assurance Engineering Support

The contractor shall perform a broad range of safety and facility assurance functions to effectively achieve the identification, risk assessment, and control of hazards to personnel and equipment associated with the construction, modification and operation of facilities. Contractor tasks may include:

8.1 Conduct Failure Modes and Effects Analysis in concert with a focus on improving the reliability of research facilities.

8.2 Collect, analyze, and develop trends of component failure data. Recommend corrective actions to improve reliability of facilities.

8.3 Perform facility assessments for compliance to current national fire consensus codes and Agency regulations by conducting on-site inspections, reviewing design documentation, and performing fire rating assessments. Make recommendations for correcting deficiencies.

8.4 Perform facility assessments for compliance with NASA safety, reliability, and maintainability requirements. Make recommendations for correcting deficiencies.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (ALTERNATE I) (NASA 18-52.210-75) (SEP 1990)

(a) The Contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The Contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches. The Contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontracts.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FINAL INSPECTION AND ACCEPTANCE (LaRC 52.246-94) (OCT 1992)

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or her duly authorized representative at destination or as specified in delivery orders.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (NASA 18-52.212-74) (DEC 1988)

The period of performance of this contract shall be 12 months from the effective date of this contract, which is the date of signature by the Contracting Officer of the Small Business Administration (SBA).

F.2 COMPLETION DATE FOR DELIVERY ORDERS

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 (not to exceed six months beyond the completion date of the contract). 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.

F.3 PLACE OF DELIVERY (LaRC 52.212-92) (OCT 1992)

Delivery shall be f.o.b. destination:

As specified in delivery orders.

F.4 PLACE(S) OF PERFORMANCE (LaRC 52.212-98) (OCT 1992)

The place(s) of performance shall be:

NASA, Langley Research Center, Hampton, Virginia; and other sites as may be designated by delivery order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 18-52.216-87) (DEC 1988)

(a) Public vouchers for payment of costs and fee shall include a reference to this contract NAS1-20469 and Delivery Order Number and be forwarded to:

NASA Langley Research Center
Attn: Financial Management Division, MS 175
Hampton, VA 23681-0001

This is the designated billing office for cost and fee vouchers for purposes of the Prompt Payment clause of this contract.

Cost vouchers shall be submitted through DCAA.

Fee vouchers shall be submitted through the Contracting Officer.

(b) The Contractor shall prepare vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.

(2) Four copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows:

- (i) Copy 1 NASA Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor; and
- (iv) Copy 4 Contract administration office.

(c) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

G.2 COST PAYMENTS (LaRC 52.232-105) (NOV 1989)

Payments of cost will be made in monthly installments.

G.3 PAYMENT OF FEE

No monthly installment of fixed fee shall exceed the proportion of the cost incurred to the estimated cost of a delivery order. Notwithstanding, any payments shall be subjected to the withholding provisions of the clause of this contract entitled, "Fixed Fee." If the Contracting Officer determines that the provisional payment of fee on the above basis results in, or has resulted in payment at a rate in excess of the percentage of delivery order work completed, the Government has the right to reduce any payment by requiring a refund and/or adjustment of any payment to be made by the estimated amount of such excess.

G.4 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES

A. In accordance with the Installation Provided Government Property clause of this contract, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at the NASA installation.

1. Office space, furniture, work area space, and utilities. The Contractor shall use Government telephones for official purposes only.
2. Supplies from stores stock.
3. Publications and blank forms stocked by the installation.
4. Institutional fire protection.
5. Cafeteria privileges for Contractor employees during normal operating hours.
6. Building maintenance for facilities occupied by Contractor personnel.
7. Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

B. If the Contractor acquires property as a direct cost under this contract, this property also shall become accountable to the Government upon its

entry into the NASA Equipment Management System (NEMS) in accordance with the property-reporting requirements of this contract.

C. The Contractor shall advise the Contracting Officer, in writing, before it brings property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, on-site for use under this contract.

D. The responsibilities of the Contractor as contemplated by paragraph (a) of the Installation-Provided Government Property clause are defined in the following property management directives and installation supplements to these Directives:

1. NHB 4200.1, NASA Equipment Management Manual.
2. NHB 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.
3. NHB 4300.1, NASA Personal Property Disposal Manual.
4. NHB 4100.1, NASA Materials Inventory Management Manual.

G.5 PROVIDING FACILITIES TO CONTRACTORS

In accordance with FAR 45.302-1, it is the policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Facilities" include real property (land and buildings) and plant equipment. Plant equipment includes general purpose, off-the-shelf items of equipment. This includes general purpose office equipment normally found in a business office such as copiers, fax machines, typewriters, calculators and automated data processing equipment (ADPE) as defined in FAR 31.001. "Facilities" do not include material, special test equipment, special tooling, or agency-peculiar property.

In keeping with this policy the Government will not provide "facilities" other than those items listed in G.4 above. The Government provides "facilities" not only by transferring property to the Contractor for use under the contract but also by the Contractor acquiring the "facilities" and direct charging the cost to the contract for which the Government would then take title. The Contractor shall not acquire items of "facilities" and direct charge to this contract for which the Government would then take title.

Notwithstanding the "Allowable Cost and Payment" clause of this contract, costs of facilities are not an allowable cost except when charged to this contract in the form of depreciation and in accordance with your approved accounting system.

G.6 DELIVERY ORDERS

A. The services to be provided within the areas outlined in Section C, Description/Specifications/Work Statement, will be more specifically directed in a performance based fashion by means of written delivery orders. All orders will be on Optional Form 347 (or a facsimile thereof) and issued solely by the Contracting Officer.

B. The resultant delivery order will be a product of negotiations between the Government and the Contractor. The Contractor shall submit both a technical

and cost proposal in response to a Work Statement. The technical proposal shall fully describe the Contractor's approach to accomplish the work, including a schedule for performance and a description of all deliverables to be submitted. The Contracting Officer is responsible for determining reasonableness of pricing for each delivery order requirement. Proposals shall include sufficient details to support and explain all costs proposed giving figures and narrative explanation. The cost proposal shall identify the categories of labor, the labor rates, indirect burden and all other direct costs (e.g. materials, equipment, travel, subcontractors, and/or consultants). Similar information shall be submitted for each subcontractor or consultant proposed.

C. Delivery order shall contain, as a minimum, the following information:

1. Date of order, contract number and order number;
2. Description of the scope of work to be done with a clearly defined task with a definite goal or target expressed and with a specific end product required;
3. Period of performance of the delivery order citing the required completion date and/or delivery schedule;
4. Government-furnished items, if any;
5. Written or oral reporting requirements for the particular delivery order;
6. Limitation of Funds, if applicable;
7. Estimated Cost; and
8. Fixed Fee.

D. The Contractor shall acknowledge receipt of each delivery order by signing and returning a copy within seven calendar days.

G.7 CONTRACT CLOSEOUT (LaRC 52.242-90) (JUN 1988)

A. Reassignment--After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 126, who may be reached by telephone at (804) 864-2462.

B. "Quick Closeout"--Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the

provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.

C. Completion Voucher Submittal--Notwithstanding the provisions of the Allowable Cost and Payment clause, as soon as practicable after settlement of the Contractor's indirect cost rates applicable to performance of the contract, the Contractor shall submit a Completion Voucher as required by the aforesaid clause. The Completion Voucher shall be supported by a cumulative claim and reconciliation statement and executed NASA Forms 778, Contractor's Release, and 780, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts. Unless directed otherwise by the Contracting Officer for Contract Closeout, the Contractor shall forward the said Completion Voucher directly to the cognizant Government Agency to which audit functions under the contract have been delegated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by unilateral written notice to the Contractor within the current contract period of performance; provided, that the Government shall give the Contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

H.2 OPTIONS

Priced Options/Extended Term

Pursuant to the H.1 clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for four additional periods of 12 months each and the procurement of CLINs 3-10, respectively. Such options are to be exercisable by issuance of a unilateral modification. In the event an option year is exercised, the Government guarantees a minimum order of \$10,000 of services. Government ordering will not exceed a maximum of \$2,000,000 of services for each of the option years. The Government issued Delivery Orders under this contract shall not exceed a maximum of \$10,000,000 including the option years.

<u>CLINs</u>	<u>DESCRIPTION</u>	<u>VALUE</u>	<u>AMOUNT</u>
	<u>Option Year 1</u>		
3	Safety, Quality and Reliability Services	Minimum \$ 10,000 Maximum \$2,000,000	As specified in accordance with individual Delivery Order(s).
4	Contract Documentation as specified in Exhibit A		Not Separately Priced (NSP)

Option Year 2

- | | | | |
|---|--|--|---|
| 5 | Safety, Quality and Reliability Services | Minimum \$ 10,000
Maximum \$2,000,000 | As specified in accordance with individual Delivery Order(s). |
| 6 | Contract Documentation as specified in Exhibit A | | Not Separately Priced (NSP) |

Option Year 3

- | | | | |
|---|--|--|---|
| 7 | Safety, Quality and Reliability Services | Minimum \$ 10,000
Maximum \$2,000,000 | As specified in accordance with individual Delivery Order(s). |
| 8 | Contract Documentation as specified in Exhibit A | | Not Separately Priced (NSP) |

Option Year 4

- | | | | |
|----|--|--|---|
| 9 | Safety, Quality and Reliability Services | Minimum \$ 10,000
Maximum \$2,000,000 | As specified in accordance with individual Delivery Order(s). |
| 10 | Contract Documentation as specified in Exhibit A | | Not Separately Priced (NSP) |

H.3 PERIOD FOR EXERCISE OF OPTION

The Government may exercise Option CLINs 3 and 4 within 12 months after contract award, Option CLINs 5 and 6 within 24 months of contract award, Option CLINs 7 and 8 within 36 months of contract award and Option CLINs 9 and 10 within 48 months of contract award. Such options are to be exercisable by issuance of a unilateral modification.

H.4 CONTRACTOR EMPLOYEE'S SECURITY CLEARANCE (LaRC 52.204-90)
(OCT 1992)

By virtue of their particular work assignment, certain Contractor employees, may be required to have a security clearance granted in accordance with DOD 5220.22M, "Department of Defense Industrial Security Manual for the Safeguarding of Classified Information (ISM)". Clearances will be issued by the Department of Defense (DOD). Within 10 working days after an employee is identified by the Government and/or the Contractor as requiring a SECRET or higher clearance, the Contractor shall submit to the Contracting Officer evidence of the submittal of a request for clearance to DOD for such employee. If the clearance for an employee has not been issued by DOD within 120 calendar days of the submittal of the request for clearance to DOD, the Contractor may be required to remove the employee from the contract.

H.5 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LaRC 52.204-91) (NOV 1991)

Prior to reporting to Langley Research Center (LaRC) to perform under a contract or grant, each Foreign National shall have approval for access to LaRC facilities from NASA Headquarters, International Relations Division (Code XID). A copy of the access authorization request shall be provided to the LaRC Chief of Security. Additionally, an investigation by the Government shall be completed on each Foreign National contractor prior to reporting to LaRC to perform under a contract or grant. A properly executed "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card shall be submitted to the LaRC Security Office, Mail Stop 182, for each Foreign National contractor at least 75 days prior to the estimated entry on duty date. The NF 531 and fingerprint card may be obtained from the LaRC Security Office. If the access approval is obtained from NASA Headquarters prior to completion of the investigation, and the Contracting Officer requires a Foreign National to work on LaRC, an escort request may be considered by the LaRC Chief of Security.

H.6 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.212-104) (MAR 1992)

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation.

B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

H.7 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (MAR 1989)

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated is hereby incorporated herein by reference.

H.8 SECURITY CLASSIFICATION

The highest classification applicable to the performance of the effort under this contract will be SECRET.

The Contractor and Contractor's personnel will comply with the Section I Clause 52.204-2, Security Requirements. The Contract Security Classification Specifications are set forth in DD Form 254 included as Exhibit B.

H.9 PUBLIC RELEASE OF INFORMATION PERTAINING TO THIS CONTRACT

Before any proposed public release of information pertaining to this contract, the work called for thereunder shall be submitted to the Contracting Officer for approval prior to release. No information shall be released without written approval from the Contracting Officer.

H.10 RESERVE FUND

In the event that the Contractor is unable to complete the entire amount of work as specified in a delivery order due to completion costs being in excess of the funds allocated to the delivery order, the Contractor agrees, notwithstanding any other clauses or provisions of the contract, to reserve sufficient funds to provide a final report of the work accomplished.

H.11 RELOCATION CREDIT

In accordance with FAR 31.205-35(d), the Contractor agrees that relocation charges associated with an employee that does not complete a term of service equal to one year will be deemed unallowable.

H.12 PROFIT CEILING

The Contractor agrees that the fixed fee on Delivery Orders will not exceed % of the total estimated cost of the requirement.

H.13 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is . Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

Indirect
Cost Pool

Ceiling
Percentage

Allocation Base

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on . If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting

system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

H.14 VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying nonapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

H.15 CONTRACTING OFFICER'S AUTHORITY

No oral or written statement of any person other than the Contracting Officer's will in any manner or degree modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

H.16 GOVERNMENT - CONTRACTOR RELATIONSHIPS

A. The Government and the Contractor understand and agree the services to be delivered under this contract by the Contractor are nonpersonal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

B. Contractor personnel under this contract shall not:

1. Be placed in a position where they are subject to the relatively continuous supervision, direction, or control of a Government employee.
2. Be placed in a staff or policy making position.
3. Be placed in a position of command, supervision, direction, or evaluation over Government personnel, or personnel of other Contractors or become a part of a Government organization.

C. Employee Relationships:

1. The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgement and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgement and discretion on behalf of the Contractor.

2. The Contractor will not be paid for performance of personal services. Therefore in the event the Contractor (or its employee) are directed by any Government employee to perform what it believes are personal services, the Contractor should advise the Contracting Officer for a determination as to whether any such tasks should be performed.

H.17 HANDLING OF DATA

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access to, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data and computer software) of third parties which NASA has agreed to handle under protective arrangements, as well as such NASA data for which NASA intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or NASA data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by the Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which NASA wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor

apply restrictive legends to such identified data prior to delivery to NASA, or to third parties at NASA's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends in no way affect the Contractor's or NASA's rights to such data as provided in the "Rights in Data--General" clause of this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (SEP 1991)
52.203-1	Officials Not to Benefit (APR 1984)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (OCT 1988)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.204-2	Security Requirements (APR 1984)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 1992)
52.210-5	New Material (APR 1984)
52.212-13	Stop-Work Order (AUG 1989) Alternate I (APR 1984)
52.215-1	Examination of Records by Comptroller General (FEB 1993)
52.215-2	Audit - Negotiation (FEB 1993)
52.215-22	Price Reduction for Defective Cost or Pricing Data (JAN 1991)
52.215-24	Subcontractor Cost or Pricing Data (DEC 1991)
52.215-27	Termination of Defined Benefit Pension Plans (SEP 1989)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (JUL 1991)
52.216-7	Allowable Cost and Payment (JUL 1991)
52.216-8	Fixed Fee (APR 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-14	Limitations on Subcontracting (JAN 1991)
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984)
52.222-1	Notice to the Government of Labor Disputes (APR 1984)
52.222-3	Convict Labor (APR 1984)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (MAR 1986)

52.222-26 Equal Opportunity (APR 1984)
52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.223-2 Clean Air and Water (APR 1984)
52.223-6 Drug-Free Workplace (JUL 1990)
52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
52.227-1 Authorization and Consent (APR 1984)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-3 Patent Indemnity (APR 1984)
52.227-14 Rights in Data - General (JUN 1987) -- as modified by NASA FAR Supplement 18-52.227-14
52.228-7 Insurance - Liability to Third Persons (APR 1984)
52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-17 Interest (JAN 1991)
52.232-23 Assignment of Claims (JAN 1986)
52.232-28 Electronic Funds Transfer Payment Methods (APR 1989) -- as modified by NASA FAR Supplement 18-32.908
52.233-1 Disputes (MAR 1994) Alternate I (DEC 1991)
52.233-3 Protest After Award (AUG 1989) Alternate I (JUN 1985)
52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)
52.237-3 Continuity of Services (JAN 1991)
52.242-1 Notice of Intent to Disallow Costs (APR 1984)
52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (JUL 1985) Alternate I (APR 1985)
52.244-5 Competition in Subcontracting (APR 1984)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-25 Limitation of Liability - Services (APR 1984)
52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
52.249-14 Excusable Delays (APR 1984)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
18-52.204-70	Report on NASA Subcontracts (NOV 1992)
18-52.208-81	Restrictions on Printing and Duplicating (AUG 1993)
18-52.212-70	Notice of Delay (DEC 1988)
18-52.216-75	Payment of Fixed Fee (DEC 1988)
18-52.216-89	Allowable Cost and Payment (APR 1994)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.223-70	Safety and Health (SEP 1993)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)

18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-70	Technical Direction (SEP 1993)
18-52.242-72	Observance of Legal Holidays (AUG 1992)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989)

I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.252-2	Clauses Incorporated by Reference (JUN 1988)
52.203-9	Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.216-18	Ordering (APR 1984)
52.216-19	Delivery-Order Limitations (APR 1984)
52.216-22	Indefinite Quantity (APR 1984)
52.219-17	Section 8(a) Award (FEB 1990)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-25	Prompt Payment (MAR 1994)
52.242-13	Bankruptcy (APR 1991)
18-52.204-75	Security Classification Requirements (SEP 1989)
18-52.242-73	NASA Contractor Financial Management Reporting (APR 1994)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994)

I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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.

I.4 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the contracting officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, _____, [Name of certifier]

am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the

exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement

(contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____

[Name of Offeror]

who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXIST) _____

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an

individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to suspension of Section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that Section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.5 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian

organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action -

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of -

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical

expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed-officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes -

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil

penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions.

I.6 ORDERING (FAR 52.216-18) (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract completion.

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

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or be written telecommunications only if authorized in the Schedule.

I.7 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (APR 1984)

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

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

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

I.8 INDEFINITE QUANTITY (FAR 52.216-22) (APR 1984)

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

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

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

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

I.9 SECTION 8(a) AWARD (FAR 52.219-17) (FEB 1990)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the National Aeronautics and Space Administration, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the National Aeronautics and Space Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

I.10 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.11 LIMITATION OF COST (FAR 52.232-20) (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the delivery order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the delivery order. The Contractor agrees to use its best efforts to perform the work specified in the delivery order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that -

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85 percent of the estimated cost specified in the delivery order; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the delivery order or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the delivery order; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the delivery order, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the delivery order.

- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the delivery order, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (f) If the estimated cost specified in the delivery order is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the delivery order, unless they contain a statement increasing the estimated cost.
- (h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

I.12 LIMITATION OF FUNDS (FAR 52.232-22) (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the delivery order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the delivery order. The Contractor agrees to use its best efforts to perform the work specified in the delivery order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The delivery order specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the delivery order, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the delivery order.
- (d) Sixty days before the end of the period specified in the delivery order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the delivery order or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the delivery order or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the delivery order. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the delivery order.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the delivery order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the

delivery order equalling the percentage of completion of the work contemplated by this contract.

I.13 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Invoice Payments.*

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat, meat food products, or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in Section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as

possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date

through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor -

- (i) Is owed an interest penalty;
- (ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) *Contract Financing Payments.*

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.14 BANKRUPTCY (FAR 52.242-13) (APR 1991)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.15 SECURITY CLASSIFICATION REQUIREMENTS (NASA 18-52.204-75) (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Exhibit B.

I.16 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NASA 18-52.242-73)
(APR 1994)

- (a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in Procedures for Contractor Reporting of Correlated Cost and Performance Data (NHB 9501.2) and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall be correlated with technical and schedule reporting, shall be set forth in the contract Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.
- (b) Lower level detail used by the Contractor for its own management purposes to validate information reported to NASA shall be compatible with NASA requirements.
- (c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the contract Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract Schedule line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only.
- (d) The Contractor shall require first-tier subcontracts that meet the established reporting criteria set forth in 18-42.7201(b)(1) to report cost data using the NASA Form 533 reports. Copies of subcontractor Form 533 reports shall be submitted along with the Contractor's Form 533 reports in the manner set forth in the contract Schedule or as designated in writing by the Contracting Officer.
- (e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

I.17 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY
(NASA 18-52.245-73) (JUL 1994)

- (a) The Contractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in Section 18-45.7101 of the NASA FAR Supplement, except that the reporting of space hardware shall be required only as directed in clause 18-52.245-78, Space Hardware Reporting, of this contract, if applicable.
- (b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the NASA installation Financial Management Officer and three copies shall be sent concurrently through the DOD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the original of NASA Form 1018 shall be submitted to the installation Financial Management Officer and three copies shall be sent concurrently to the following NASA office:

ATTN INDUSTRIAL PROPERTY OFFICE
NASA LANGLEY RESEARCH CENTER
MAIL STOP 377
HAMPTON VA 23681-0001

- (c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.
- (d) The Contractor agrees to insert the reporting requirement in all first-tier

subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not to the Government. The Contractor shall require the subcontractors' reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.

(e) The Contractor's report shall consist of a consolidation of the subcontractors' reports and the Contractor's own report.

EXHIBIT A
CONTRACT DOCUMENTATION REQUIREMENTS

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Quarterly Accident/Injury Report--The Contractor shall submit a Quarterly Accident/Injury Report within 10 days after the end of each quarter.

B. Report on NASA Subcontracts (NASA Form 667)--The Contractor shall submit this report in accordance with the instructions on the form.

C. Federal Contractor Veterans Employment Report--In compliance with Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

D. Evidence of Insurance--The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 18-52.228-75 in Section I entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. In the event the Government exercises its options to extend the term of the contract, the Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under the extension.

E. Monthly Performance Reports--The Contractor shall submit monthly performance reports of work accomplished during each month of contract performance per active delivery order. Reports shall be in narrative form and brief and informal in content. Monthly reports shall include a description of overall progress, an indication of any current problems which may impede performance to include proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period. In addition, the following monthly data shall be included in a format to be Contractor selected:

- NASA Point of Contact
- Effective Date of Order
- Required Completion Date
- Contractor Estimated Completion Date
- Milestone Status: Schedule versus Forecast

F. Monthly Financial Management Report

1. The Contractor shall submit a monthly financial management report as provided by the Section I clause entitled "NASA Financial Management Reporting." This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form. (Columns 8a and 8b, 533M, shall contain estimates for the following two successive months for the reporting a. and c. of paragraph 2. below.)

2. For this delivery order contract a 533M shall be provided for the reporting levels identified below:

- a. Each Delivery Order
- b. Contract Total (Includes the sum of Items a. and b.)
- c. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.
- d. Each 533M shall include a narrative explanation for variances exceeding ten percent between planned hours/dollars and actual hours/dollars for each reporting category (at the total contract level only).

3. In addition, cost detail associated with the following elements shall be included in each of the above, if applicable.

- a. Direct Productive Labor Hours
- b. Other Direct Labor Hours
- c. Direct Productive Labor Dollars
- d. Other Direct Labor Dollars
- e. Overhead
- f. G&A
- g. Subcontract
- h. Material
- i. Travel
- j. Computing
- k. ODC
- l. FCCOM
- m. Total Estimated Cost
- n. Fee
- o. Total Estimated Cost and Fee

The submission of these reports does not relieve the Contractor of its responsibility under the FAR Clause, 52.232-20, Limitation of Cost or FAR 52.232-22, Limitation of Funds.

G. Quarterly Financial Management Report--The Contractor shall submit a financial report at the contract level detailed by categories specified in paragraph . above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form. The initial report shall be due 10 days after the award of the contract.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration
 Langley Research Center
 Attn: _____, Mail Stop ____
 Contract NAS1-20469
 Hampton, VA 23681-0001

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

A--Contract Specialist, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop 429

C--Safety Manager, Mail Stop 429

D--According to instructions on form

E--Property Administrator

F--Cost Accounting, Mail Stop 135 (via Mail Stop 175)

C. The following are the distribution requirements for reports and other documentation required with the numeral following the letter code specifying the number of copies to be provided:

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report	A-1, B-2, F-1
Performance Reports	A-1, B-2
Quarterly Accident/Injury Report	A-1, B-1, C-1
Report on NASA Subcontracts	E-1
Federal Contractor Veterans Employment Report (VETS-100)	D
Report of Government-Owned/Contractor-Held Property (NASA Form 1018)	E-1

D. When the Contract Administrator (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Administrator. The Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

EXHIBIT B

DD 254

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

Secret

b. LEVEL OF SAFEGUARDING REQUIRED

none

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

X	a. PRIME CONTRACT NUMBER NAS1-20469
	b. SUBCONTRACT NUMBER
	c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

X	a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 95-3-13
	b. REVISED (Supersedes all previous specs) Revision No.
	c. FINAL (Complete Item 3 in all cases) Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO **IF YES, complete the following:**
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract

5. IS THIS A FINAL DD FORM 254? YES NO **IF YES, complete the following:**
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE Hernandez Engineering 17625 El Camino Real Houston, TX 77058	b. CAGE CODE 3Y303	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Investigative Service 106 Decker Court Irving, TX 75062-2795
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE N/A	b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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8. ACTUAL PERFORMANCE

a. LOCATION NASA-Langley Research Center Hampton, VA 23681-0001	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Investigative Service 2461 Eisenhower Avenue Alexandria, VA 22331
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Reliability and Assurance Engineering

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION:		
(1) Sensitive Compartmented Information (SCI)		
(2) Non-SCI		
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION		X
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION		X
k. OTHER (Specify)		X

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION ONLY IN THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
g. BE AUTHORIZED TO USE THE SERVICE OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
h. REQUIRE A COMSEC ACCOUNT		X
i. HAVE TEMPEST REQUIREMENTS		X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER (Specify)		X

EXHIBIT C
SAFETY AND HEALTH PLAN

EXHIBIT D
DELIVERY ORDERS 001 AND 002

CONTRACT NUMBER: _____

DATE: _____

DELIVERY ORDER NUMBER: 001 _____

DESCRIPTION:

The Office of Safety and Facility Assurance, within the Office of Safety, Environment and Mission Assurance is responsible for ensuring that all LaRC facilities comply with the requirements of the National Fire Protection Association and the NASA Safety Standard for Fire Protection, NSS-1740.11, among others. This assurance function is normally performed as a part of the new construction or modification of facility design review processes. However, as new codes and regulations are promulgated, no mechanism currently exists for reviewing existing facilities for compliance with the new standards, and the resulting risks that may be associated with non-compliance.

A fire protection engineering assessment of the following facilities is required. This will include adequacy of alarm and suppression systems, proper egress route protection, special heating, ventilation and air conditioning requirements and any other specialized equipment that may be specified by the referenced codes or safety standards. The assessment will include a final report that delineates the non-compliance areas in each building and recommendations for bringing the facilities into compliance.

- 1) B1244 Hangar Building, B1244A Hangar Water Deluge System.
- 2) B1293, Total complex.
- 3) B1247, Total Complex.
- 4) B645, Spin Tunnel.
- 5) B1205, Materials Research.
- 6) B1148, Structures Laboratory.
- 7) B1265, 8-Foot High Temperature Tunnel.
- 8) B1251, Unitary Tunnel.
- 9) B1236, The National Transonic Facility.
- 10) B1221A, C.
- 11) B648 Transonic Dynamics Tunnels.
- 12) All Four Utility Tunnels.

DELIVERY DATE: This work is to be completed no later than March 31, 1996. However, milestones for completion of each building assessment are negotiable and will be agreed upon during the negotiation process, and will be dependent upon the specific staffing approach to be utilized by the Contractor.

OSFA POINT-OF-CONTACT: Doug Smith

MILESTONE REQUIREMENTS: The Contractor will submit each facility assessment in a preliminary form as the activity is completed. The Government will review the report, ask for clarification/changes as appropriate, and the Contractor will make the necessary changes and submit the final reports.

CONTRACT NUMBER: NAS1-20469

DATE: March 13, 1995

DELIVERY ORDER NUMBER: 002

DESCRIPTION:

The contractor shall develop Product Assurance Plans for the three Space Payloads listed below. The plans shall include all project system safety, reliability and quality assurance requirements to ensure mission success. Each plan shall be tailored for the specific project based on the hardware being developed, the launch vehicle and integrator, and LHB 5300.10 and the NHB 5300 series documents. The requested completion date for each plan is included in the listing below.

Payload	Plan Completion Date
Materials in Devices as Superconductors	5/31/95
MIR Environmental Effects Payload	6/30/95
Polished Plate Micrometeoroid Debris	8/1/95

DELIVERY DATE: As Listed Above

OMA POINT of CONTACT: Elijah Kent

MILESTONE REQUIREMENTS: Outline Review, Preliminary Draft Review, Draft Review, Final Plan Review

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2)
(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, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal and the title of his or her position in the offeror's organization);

(ii) As an authorized agent does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4)
(APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -

(NOTE: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see Subpart 3.4 or the Federal Acquisition Regulation.)

(1) () has, () has not, employed or retained any person or company to solicit or obtain this contract; and

(2) () has, () has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief, that on or after December 23, 1989, -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. _____

(d) *Corporate Status.*

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments of such services;
- Other corporate entity;
- Not a corporate entity:
 - Sole proprietorship
 - Partnership
 - Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:

Name _____

TIN _____

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals -
 - (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

- (a) It operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a nonprofit organization, or () a joint venture; or
(b) If the offeror or quoter is a foreign entity, it operates as () an individual, () a partnership, () a nonprofit organization, () a joint venture, or () a corporation, registered for business in _____ country.

K.7 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

K.8 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition. "Small business concern," as used in this provision, 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 and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

- (1) be punished by imposition of fine, imprisonment, or both;
- (2) be subject to administrative remedies, including suspension and debarment; and
- (3) be ineligible for participation in programs conducted under the authority of the Act.

K.9 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(FAR 52.219-2) (FEB 1990)

(a) Representation. The offeror represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau),

the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) 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 (b) 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 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.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall also presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

K.10 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3)
(APR 1984)

(a) Representation. The offeror represents that it () is, () is not, a women-owned small business concern.

(b) Definitions.

"Small business concern", as used in this provision, 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 and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.11 WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION (FAR 52.222-19)
(APR 1984)

The offeror represents as a part of this offer that the offeror () is, or () is not, a regular dealer in, or () is, or () is not, a manufacturer of the supplies offered.

K.12 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21)
(APR 1984)

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.13 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)
(APR 1984)

The offeror represents that -

- (a) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract () is, () is not, listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.16 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5)
(JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed -

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a

controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.17 CONTRACTS BETWEEN NASA AND FORMER NASA EMPLOYEES
(NASA 18-52.203-70) (DEC 1988) (NASA/FAR SUPPLEMENT)

The offeror represents that he or she () is, or () is not, an individual who was employed by NASA during the past two (2) years, or a firm in which such an individual is a partner, principal officer, or majority shareholder or that is otherwise controlled or predominantly staffed by such individuals.

K.18 USE OF GOVERNMENT-OWNED PROPERTY (NASA 18-52.245-79) (MAR 1989)
(NASA/FAR SUPPLEMENT)

(a) The offeror does () does not () intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), NASA FAR Supplement (NFS) 18-45.102-70, and NFS 18-45.104(b):

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror does () does not () request additional Government provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish -

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraphs (a) or (b) above), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 18-45.5, 18-45.70, and 18-45.71.

(3) A statement indicating whether or not the costs associated with subparagraph (2) above, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

K.19 PAYMENT INFORMATION (LARC 52.232-98) (JUN 1988)

The following is the address to which payment must be sent, if payment is made by check.

K.20 OFFER ACCEPTANCE PERIOD (LaRC 52.215-110) (JUN 1992)

In compliance with the solicitation, if this offer is accepted within 30 calendar days from the date specified in the solicitation for receipt of offers, the offeror agrees to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING CONSULTANTS (FAR 52.209-7) (NOV 1991)

(a) Definitions.

(1) "Marketing consultant" means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering --

- (i) Services excluded in Subpart 37.2;
- (ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);
- (iii) Routine legal, actuarial, auditing, and accounting services; or
- (iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the

contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign Government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

L.2 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.212-7) (SEP 1990)

Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L.3 SOLICITATION DEFINITIONS (FAR 52.215-5) (JUL 1987)

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

"Government" means United States Government.

L.4 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (FAR 52.215-7)
(APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L.5 AMENDMENTS TO SOLICITATIONS (FAR 52.215-8) (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment; (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) by letter or telegram or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

L.6 SUBMISSION OF OFFERS (FAR 52.215-9) (DEC 1989)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L.7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
(FAR 52.215-10) (DEC 1989)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been postmarked by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.8 PREPARATION OF OFFERS (FAR 52.215-13) (APR 1984)

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.9 EXPLANATION TO PROSPECTIVE OFFERORS (FAR 52.215-14) (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L.10 FAILURE TO SUBMIT OFFER (FAR 52.215-15) (APR 1984)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10 (a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.12 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity cost-plus-fixed-fee completion contract resulting from this solicitation.

L.13 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22)
(JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 8731.

(b)(1) The small business size standard is 1,500 employees.

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

L.14 RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL/QUOTATION
INFORMATION (DATA) (NASA 18-52.215-72) (DEC 1984)

It is NASA policy to use information contained in proposals and quotations for evaluation purposes only. While this policy does not require that the proposal or quotation bear a restrictive notice, offerors and quoter should, in order to maximize protection of trade secrets or other information that is commercial or financial and confidential or privileged, place the following notice on the title page of the proposal or quotation and specify the information subject to the notice by inserting appropriate identification, such as page numbers, in the notice. In any event, information (data) contained in proposals and quotations will be protected to the extent permitted by law, but NASA assumes no liability for use and disclosure of information not made subject to the notice.

RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL AND QUOTATION
INFORMATION (DATA)

The information (data) contained in (insert page numbers or other identification) of this proposal or quotation constitutes a trade secret and/or information that is commercial or financial and confidential or privileged. It is furnished to the Government in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed for other than evaluation purposes; provided, however, that in the event a contract is awarded on this proposal or quotation the Government shall have the right to use and disclose this information (data) to the extent provided in the contract. This restriction does not limit the Government's right to use or disclose this information (data) if obtained from another source without restriction.

L.15 EXPENSES RELATED TO OFFEROR SUBMISSIONS (NASA 18-52.215-75)
(DEC 1988)

This solicitation neither commits the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for preparing

the offer, nor to contract for services or supplies. Any costs incurred in anticipation of a contract shall be at the offeror's own risk.

L.16 FALSE STATEMENTS (NASA 18-52.215-76) (DEC 1988)

PROPOSALS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THE SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

L.17 SAFETY AND HEALTH PLAN (NASA 18-52.223-73) (DEC 1988)

The offeror shall submit a detailed safety and health plan, as part of the offeror's proposal, showing how the Contractor intends to protect the life, health, and well being of NASA and Contractor employees as well as property and equipment. This plan, as approved by the Contracting Officer, will be included in any resulting contract. Therefore, your proposed plan should include, as a minimum, the following:

- (1) Points of Contact and Responsibility - Organizational flow chart and description of responsibilities of each employee in your organization for safety.
- (2) Employee Safety Training, Certification and Programs - Detailed information on type of training required, parties responsible for certification, and outline of applicable regulations. Detail company programs which emphasize personal safety and motivate employees to be safety conscious.
- (3) LARC Safety Policies/Procedures - Recognition of applicable LARC safety policies and procedures such as Langley Handbook 1710.10, LARC Red Tag System.
- (4) Safety Monitoring and Area Safety - Description of operations which require protective devices (hard hats, eye protection, etc.) be worn and description of your safety monitoring program.
- (5) Accident Investigation and Reporting - Procedures for investigating and reporting accidents/incidents.
- (6) Health - Plans for insuring that baseline physicals, audiograms, or other specialized health examinations required for performance of effort under this contract are obtained and maintained.

L.18 CERTIFICATE OF PROCUREMENT INTEGRITY - OFFERS (LaRC 52.203-90)
(OCT 1992)

The certificate required by Federal Acquisition Regulation (FAR) provision 52.203-8, Requirement for Certificate of Procurement Integrity, Alternate I, is attached to this solicitation. In accordance with FAR 3.104-9, the officer or employee responsible for your offer for this procurement must execute this certificate after negotiation of the contract and prior to award. Do not submit the certificate with your proposal.

L.19 COMMUNICATIONS REGARDING THIS SOLICITATION (LaRC 52.204-95)
(OCT 1993)

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Monica Green Schrum
Phone: (804) 864-2469 (COLLECT CALLS NOT ACCEPTED)
Facsimile: 804-864-7709
Address: National Aeronautics and Space Administration
Langley Research Center
Attn: Monica Green Schrum, Mail Code 126
Hampton, VA 23681-0001

Any written communications must include the mail code on the envelope or on the telex.

L.20 CERTIFICATION OF COST OR PRICING DATA (LaRC 52.215-97)
(JUN 1988)

Pursuant to the provisions of Public Law 87-653, as amended by Public Law 97-86, the Contractor will be required to certify, except where the price negotiated is based on adequate price competition, as determined by the Contracting Officer, or established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, that the cost or pricing data submitted or identified on Standard Form 1411 are accurate, complete, and current. The required certificate is set forth in FAR 15.804-4, a copy of which is attached (NASA-Langley Form PROC./P-281) and which shall be properly executed after negotiation and prior to contract award.

L.21 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS

A. General Information

1. Number of Proposals, Time and Place of Submission--The offeror shall submit the original and seven copies of each volume of its proposal to the address shown in Block 8 of the Standard Form (SF) 33 (face page of this solicitation), or if hand carried, to the depository listed in Block 9 of the SF 33. Offers must be received at the place indicated on or before the date and hour shown in Block 9 of the SF 33.

2. Proposal Clarity--Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety and to assure that his proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. You should ensure that your cost proposal is consistent with your technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

B. Proposal Format and Content

1. Proposals must be submitted in two (2) volumes: Volume I, Management and Operations Proposal, and Volume II, Business Proposal. No cost information shall be presented in the Management and Operations Proposal.

2. There is no limitation on the number of pages in your proposal.

3. Your proposal should be submitted in accordance with the following:

a. General--All text shall be printed black on white paper. Paper size for the text shall not exceed 8-1/2 by 11 inches; charts, graphs, tables, diagrams, photographs, and figures may be larger, if necessary.

b. Proposals Prepared on a Word Processor--Type shall be no smaller than 12 points with 4 points of leading between lines.

c. Proposals Prepared on a Typewriter--Typewritten text shall be double spaced, and type size shall be no smaller than 12 characters per inch.

d. Numbering Pages--All pages of both volumes shall be numbered.

C. MANAGEMENT AND OPERATIONS PROPOSAL - VOLUME I

Your proposal should address your plans for managing this effort for efficient/effective performance. Accordingly, your proposal should address the following as a minimum:

1. Anticipated Delivery Orders - The offeror shall submit a technical proposal for each of the work statements included in Exhibit D. The technical proposals shall fully describe the Contractor's approach to accomplish the work, including a schedule for performance and a description of all deliverables to be submitted.

2. Operations - The proposal should address your plans for organizing, assigning resources and performing each area outlined in the Statement of Work; tracking and controlling the work; recognizing and reporting technical problems and schedule slippages and follow-up on reported problems. In addition, include a brief description of: procurement functions to be performed at the Contractor's facility/home office; your purchasing practices and procedures; plans for selecting and administering any proposed subcontract effort; and plans for maintaining operational status of Contractor-furnished items. Describe your procedures for initiating, reviewing and integrating the work performed by any interdivisions/subcontractors.

3. Organization - Submit an organization chart and narrative describing the proposed organization, Contractor/Government interfaces, lines of authority within the organization and responsibilities and authority of the Program Manager. Include a discussion of the managerial authority, autonomy and relationship with the "home office," if applicable.

4. Facilities - The Contractor is expected to have the necessary facilities to perform the requirements of this solicitation. NASA only intends to provide office space, furniture and utilities as identified in Section G, G.3. Identify the adequacy and availability of facilities and equipment to be utilized to support the Statement of Work. Also, address your willingness to devote these resources to the proposed work. It is NASA's intent not to take title to any property under this contract.

5. Personnel - Provide a matrix of the skills proposed to perform the total effort, based upon your assessment of the work to be performed. Summarize

the experience and educational levels associated with the skill categories. Identify the source of the expertise, (i.e., own company, interdivisions and/or subcontractor/consultant). Explain the availability of your team with respect to timely performance across all requirements, including circumstances of fluctuating requirements.

D. BUSINESS PROPOSAL - VOLUME II

1. COST

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices you propose under this solicitation are "fair and reasonable," you are required to submit cost or pricing data with your proposal pursuant to FAR 15.804.

AS DETAILED BELOW, ALL COST AND PRICING DATA SHALL BE PROVIDED ON PAPER AND SHOULD ALSO BE ON PERSONAL COMPUTER DISKETTES IF YOU USE COMPUTERIZED SPREADSHEETS COMPATIBLE WITH THE REQUIREMENTS OF c BELOW.

a. Instructions:

(1) The offeror shall provide a fully detailed cost proposal for each anticipated delivery order contained in Exhibit D.

(2) The offeror shall submit the base year average labor rate for each labor category which might be utilized under this contract, and show the highest and lowest rate in said category. Additionally, the proposer shall submit all anticipated labor escalation factors for the base and option years.

(3) To assist in proposal preparation, the offeror may budget \$1,000,000 in delivery orders for the base and each option year. This figure is solely to aid in the calculation of indirect rates and is in no way to be construed as a minimum/maximum order quantity binding on the Government. THIS AMOUNT IS FOR COST PROPOSAL PREPARATION ONLY. The proposer is to state what effect the minimum/maximum delivery quantity amount would have on all indirect rates. Additionally, the proposer shall submit all current and forward indirect rates which might be applied under this contract for the base and option years. Furthermore, escalation percentages for each contract period should be shown and explained, if proposed.

(4) Provide a three year history of labor escalation and indirect factors, with an explanation of trends.

(5) Provide a list of all possible Company Specific/Other Direct Costs which might be charged to this contract and their historical cost as a percentage of labor dollars.

b. Standard Form (SF) 1411 Instructions for D.1.a(1):

(1) In submitting the cost proposals for each of the anticipated delivery orders contained in Attachment XX, the offeror shall submit one fully executed SF 1411, Contract Pricing Proposal Cover Sheet, a copy of which is included as Attachment 2 of this solicitation.

(2) The offeror shall fully comply with the requirements set forth in Table 15-2, Instructions for Submission of a Contract Pricing Proposal, of FAR 15.804-6(b)(2). This compliance requires you to include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. For example, labor costs should be proposed by labor categories supported by hourly rates and specified labor escalation; supporting documentation should be included to show the composition of each overhead burden pool; fringe benefits should be itemized; company unique ODC should be itemized and supported; and the basis for subcontract costs, should be provided.

(3) The cost proposal as represented by the SF 1411 must be prepared in a manner consistent with your current accounting system and Cost Accounting Standards Disclosure Statement, if applicable. A complete and timely evaluation of your proposal cannot be performed without this information.

c. Computerized Cost Proposal Input Instructions

(1) The Government intends to use an IBM-compatible personal computer with 16 MB RAM and LOTUS 1-2-3 for Windows, Release 4.01 software to aid in the evaluation of the cost proposal. The offeror is requested to submit cost data on floppy diskettes, two copies, 3-1/2 or 5-1/4 inch, formatted under MS DOS. Cost data must be submitted as a Lotus 1-2-3 spreadsheet or any spreadsheet retrievable under LOTUS 1-2-3 for Windows, Release 4.01, in formats with the identical data that is supplied on all Government and Contractor paper form in order to be useful in the Government's evaluation. In the event of any inconsistency between the diskettes and the paper forms, the paper forms will be considered the intended version.

(2) Each diskette should have affixed an external label indicating the name of the offeror and the RFP number. Provide with each diskette an index of file contents and applicable ranges.

ALL DISKETTE SUBMISSIONS SHALL BE TRUE SELF-CALCULATING SPREADSHEETS. Include on your diskette all rates and formulas used to derive your proposed costs. For example, your straight time hours might show a formula that, either directly or by referencing other cells, multiplies positions in a labor category times the productive man-hours in a man-year for that category and your overhead elements might show a formula that, either directly or by referencing other cells, multiplies a rate times the applicable base. Any absolute values must be explained and their values supported.

2. Security--With regard to the Contract Security Classification Specification, DD 254, Exhibit B, and the Section I clause entitled "Security Requirements," the offeror should provide a statement on his clearance status and/or a summary of his compliance implementation plans.

3. Contract Terms and Conditions--The offeror should cite any proposed exceptions that it may have to the terms and conditions, together with an explanation of the basis therefor, and its proposed means for resolving any such exceptions should be discussed. This same information for any additive terms and conditions should be provided.

ATTACHMENT 1

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER
HAMPTON, VIRGINIA 23665-5225

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**
day month year

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

NAME _____

TITLE _____

Date of Execution ***

*Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and the price agreement was reached.

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

CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO. FORM APPROVED OMB NO. 9000-0013

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT	3B. TELEPHONE NO.
4. TYPE OF CONTRACT ACTION (Check)		
A. NEW CONTRACT		D. LETTER CONTRACT
B. CHANGE ORDER		E. UNPRICED ORDER
C. PRICE REVISION/ REDETERMINATION		F. OTHER (Specify)
5. TYPE OF CONTRACT (Check)		
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)		
6. PROPOSED COST (A+B+C)		
A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	
11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)	11B. TYPE OF FINANCING (if one)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)	B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)	D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)	16. NAME OF FIRM
17. SIGNATURE	18. DATE OF SUBMISSION

TABLE 15-2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL*

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 8A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the contracting officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system. When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials--Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price.

Competitive Methods--For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$500,000 priced on a competitive basis, also provide data showing degree of competition, and the basis for establishing the source and reasonableness of price. For interorganizational transfers priced at other than cost of the comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see 31.205-26(e)).

Established Catalog or Market Prices/Prices Set by Law or Regulation--When an exemption from the requirement to submit cost or pricing data is claimed, whether the item was produced by others or by the offeror, provide justification for the exemption as required by 15.804-3(e).

Noncompetitive Methods--For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$500,000 priced on a noncompetitive basis, also provide data showing the basis for establishing source and reasonableness of price. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost by elements. As required by 15.806-2(a), provide a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is either (i) \$1,000,000 or more, or (ii) both more than \$500,000 and more than 10 percent of the prime contractor's proposed price. The contracting officer may require submission of cost or pricing data in support of proposals in lower amounts. Submit the results of the analysis of the prospective source's proposal as required by 15.806. When the submission of a prospective source's cost or pricing data is required as described above, it shall be included as part of the offeror's initial pricing proposal.

Direct Labor--Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs--Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs--List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on furnished articles) and provide bases for pricing.

*Federal Acquisition Regulation, paragraph 15.804-6(b).

Royalties--If more than \$250, provide the following information on a separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money--When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMB and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including--

a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

b. The nature and amount of any contingencies included in the proposed price.

3. Whenever the offeror has incurred costs for work performed before submission of proposal, those costs must be identified in the offeror's cost/price proposal.

4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the contracting officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the contracting officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.

5. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.

6. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

7. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.

8. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:

A. New Contracts (including Letter contracts).

COST ELEMENTS	PROPOSED CONTRACT ESTIMATE-TOTAL COST	PROPOSED CONTRACT ESTIMATE-UNIT COST	REFERENCE
(1)	(2)	(3)	(4)

Under Column (1)--Enter appropriate cost elements.

Under Column (2)--Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them.

Under Column (3)--Optional, unless required by the contracting officer.

Under Column (4)--Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders Modifications, and Claims.

COST ELEMENTS	ESTIMATED COST OF ALL WORK DELETED	COST OF DELETED WORK ALREADY PERFORMED	NET COST TO BE DELETED	COST OF WORK ADDED	NET COST OF CHANGE	REFERENCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1)--Enter appropriate cost elements.

Under Column (2)--Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3)--Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4)--Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5)--Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

Under Column (6)--Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7)--Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

CUTOFF DATE	NUMBER OF UNITS COMPLETED	NUMBER OF UNITS TO BE COMPLETED	CONTRACT AMOUNT	REDETERMINATION PROPOSAL AMOUNT	DIFFERENCE		
(1)	(2)	(3)	(4)	(5)	(6)		
COST ELEMENTS	INCURRED COST PREPRODUCTION	INCURRED COST-COMPLETED UNITS	INCURRED COST-WORK IN PROGRESS	TOTAL INCURRED COST	ESTIMATED COST TO COMPLETE	ESTIMATED TOTAL COST	REFERENCE
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1)--Enter the cutoff date required by the contract if applicable.

Under Column (2)--Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3)--Enter the number of units remaining to be completed under the contract.

Under Column (4)--Enter the cumulative contract amount.

Under Column (5)--Enter the offeror's redetermination proposal amount.

Under Column (6)--Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7)--Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8)--Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also show how the costs would be allocated to the units at their various stages of contract completion.

Under Columns (9) and (10)--Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11)--Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12)--Enter those necessary and reasonable costs that in contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which contractor's proposal relates.

Under Column (13)--Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14)--Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
(FAR 52.203-8) (NOV 1990) ALTERNATE I (SEP 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____
[Name of certifier]

am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement

(solicitation number)

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____

[Name of offeror]

who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST) _____

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature of the officer or employee responsible for the offer and date]

[Typed name of the officer or employee responsible for the offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a onetime certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to suspension of Section 27 (i.e., prior to December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that Section 27 is reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) The certifications in paragraphs (b) and (d) of this provision are a material representation of fact upon which reliance will be placed in awarding a contract.