



National Aeronautics and
Space Administration

Langley Research Center
Hampton, Virginia 23681-0001

SOLICITATION

1-136-GN.1119

REQUIREMENT: MAINTENANCE SERVICE FOR AND SUPPORT OF THE NASA

LANGLEY AIRCRAFT

The Government intends to award the contract resulting from this solicitation without discussions (See Section L clause entitled "Contract Award (FAR 52.215-16) (OCT 1995)--Alternate II (OCT 1995)"). The Government desires to avoid situations where proposals include substantive exceptions to the proposed contract terms and conditions which might be unacceptable to the Government and therefore preclude award. Accordingly, it is requested and strongly recommended that you bring to the Government's attention prior to the proposal due date any exceptions, questions, or additions you have to the proposed contract terms and conditions. This will allow the Government to comment to all offerors via solicitation amendment on the acceptability or nonacceptability of these exceptions (e.g., additions, deletions, changes) prior to proposal receipt. The resolution of any exceptions to terms and conditions prior to proposal receipt will aid the Government in its intention to award without discussions and thus streamline the procurement process.

In the event that the Government later determines discussions are necessary, the Contractor's attention is hereby directed to Section L, Test of Source Selection Procedures. This section defines the FAR procedures that will be used in lieu of the traditional NASA FAR Supplement procedures.

NASA has established a mandatory Small Disadvantaged Business (SDB) subcontracting goal of eight percent for this requirement. The goal also includes participation by small business concerns owned and controlled by women, Historically Black Colleges and Universities and other minority educational institutions. Offerors will be evaluated on the proposed SDB goal in comparison to the eight percent goal.

The original and eight copies of your proposal shall be sent to the address in Block 9 of the Standard Form (SF) 33.

A site visit is scheduled at Langley on March 14, 1996 at 9:00 a.m. See L.8 for details.



SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A1		PAGE OF 1	
2. CONTRACT NO.		3. SOLICITATION NO. 1-136-GN.1119		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 3/1/96	
7. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001				8. ADDRESS OFFER TO (If other than Item 7) NASA, Langley Research Center 9A Langley Boulevard, Bldg. 1195B, Room 123 Hampton, VA 23681-0001			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and eight copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 9A Langley Blvd., Bldg. 1195B, Rm. 123 until 4:00 PM local time 4/1/96
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
<input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		24. ADMINISTERED BY (If other than Item 7) CODE Criticality Designator C		
26. NAME OF CONTRACTING OFFICER (Type or print)		25. PAYMENT WILL BE MADE BY CODE		28. AWARD DATE
		Financial Management Division Mail Stop 175, NASA, Langley Research Center Hampton, VA 23681-0001		
		27. UNITED STATES OF AMERICA		
		(Signature of Contracting Officer)		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

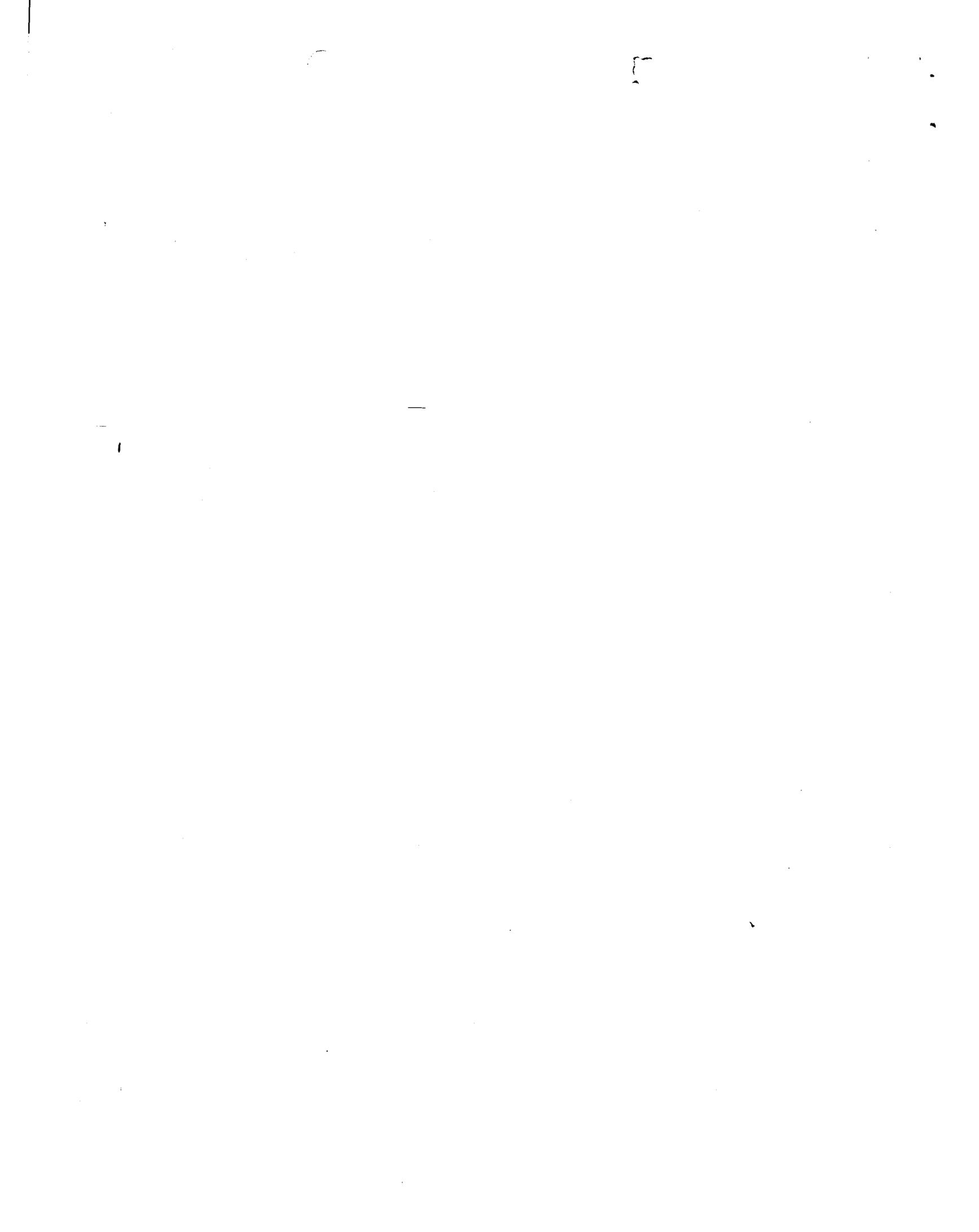


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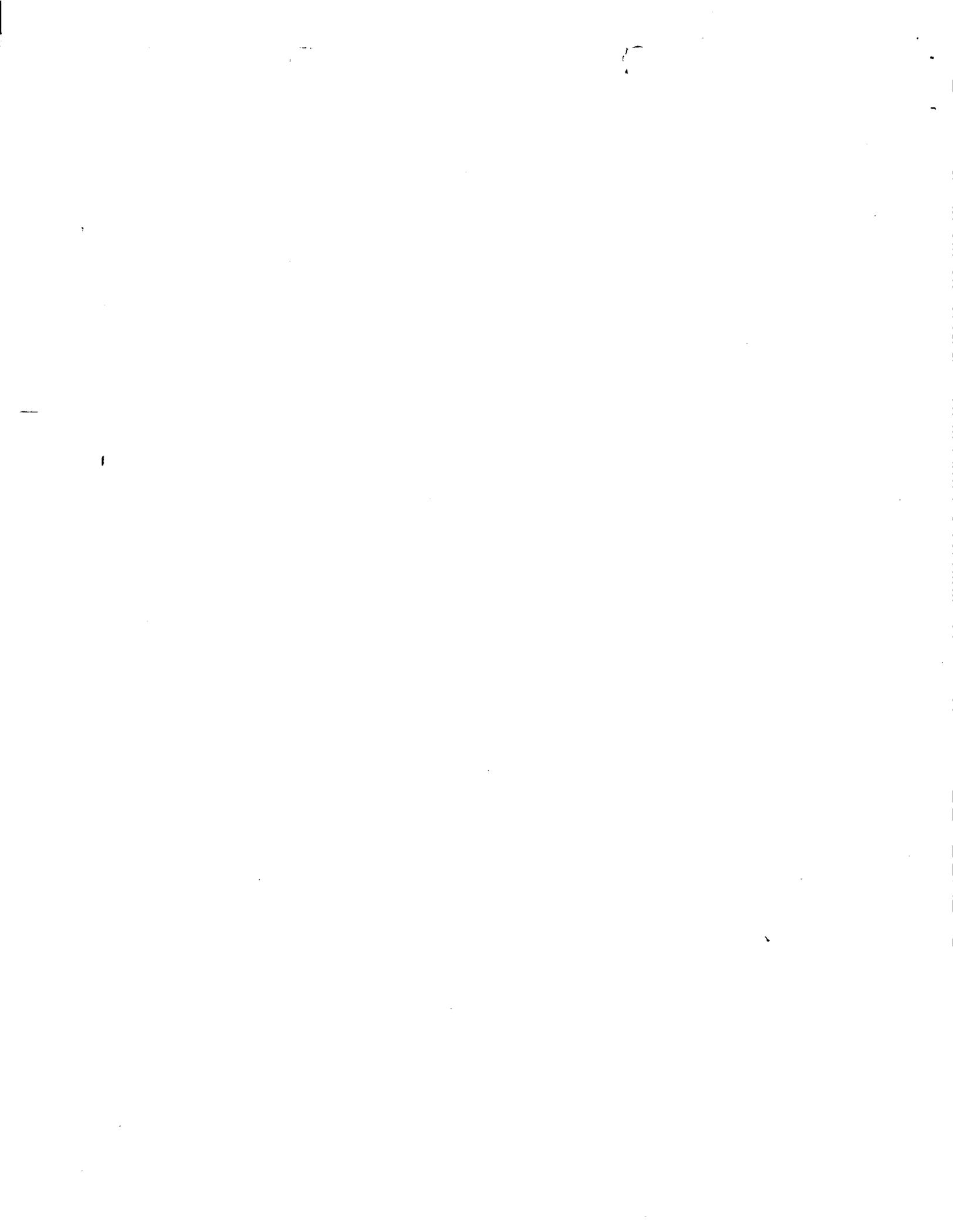


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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (NASA 18-52.210-72)
(DEC 1988)

A. The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the required supplies and/or services in accordance with the Description/Specifications/Work Statement in Section C.

B. Services provided under this contract shall be priced at the rates set forth below:

<u>Item No.</u>	<u>Labor Categories</u>	<u>Fully Burdened Fixed Hourly Rates</u>
1	Inspection, Maintenance, Repair	
	a. Contractor's Facility	<u>Base Period</u>
	(1) First and Second Shifts	
	(a) Aircraft Mechanic	\$ /Manhour
	(b) Fabrication	\$ /Manhour
	(c) Engineering	\$ /Manhour
	(d) Quality Assurance Inspector	\$ /Manhour
	(e) Non-Destructive Testing Specialist	\$ /Manhour
	(2) Overtime/Regular	
	(a) Aircraft Mechanic	\$ /Manhour
	(b) Fabrication	\$ /Manhour
	(3) Overtime/Sunday, Holidays	
	(a) Aircraft Mechanic	\$ /Manhour
	(b) Fabrication	\$ /Manhour
	b. All Other Sites (Aircraft Mechanic)	
	(1) First and Second Shifts	\$ /Manhour
	(2) Overtime/Regular	\$ /Manhour

	(3) Overtime/Sunday, Holidays	\$	/Manhour
2	Materials, subcontracts, travel and truck or equipment rental (The Contractor shall exercise due diligence in obtaining all items at prices most advantageous to the Government.)		
	a. Airfare	Actual +	%
	b. Truck or Equipment (rental/per day)	Actual +	%
	c. Per Diem*	\$Govt. Rate +	%
	d. Car Rental	Actual +	%
	e. Parts and materials with transportation costs as allowable under FAR 31.205-45	Actual +	%
	f. Subcontracts	Actual +	%

B.2 CEILING PRICE AND RATES

A. The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$ _____ for this contract. This quantity is estimated only and is not purchased hereby. The amount specified herein is the ceiling price referred to in Section I clause entitled, "Payments under Time-and-Materials and Labor-Hour Contracts (APR 1984)."

B. Services provided under this contract shall be priced at the rates set forth in B.1. These are the prescribed rates referred to in the Section I clause entitled, "Payments under Time-and-Materials and Labor-Hour Contracts (APR 1984)."

C. Each task order shall specify a total price limitation which shall not be exceeded without the consent of the Government. Overtime shall not be worked by the Contractor unless approved in advance by the Government.

D. Payment shall be made in accordance with the Section I clause entitled, "Payments under Time-and-Materials and Labor-Hour Contracts (APR 1984)."

*NTE maximum per diem rates set forth in Appendix A, CFR Chapter 301 as amended from time to time. Appendix A may be downloaded from the Internet at www.fss.gsa.gov/perdiem.html.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENTC.1 STATEMENT OF WORK - MAINTENANCE SERVICE FOR AND SUPPORT OF THE
NASA LARC AIRCRAFT**A. INTRODUCTION**

The NASA Langley Research Center aircraft are used by the Government to conduct research programs and support the Center as required. The aircraft are operated as Public Use aircraft and are not subject to all the requirements of Civil Aircraft. NASA has established its own airworthiness certification program under Public Law 85-568, "National Aeronautics and Space Act of 1958."

Flight operations and environmental constraints are designed into the inspections/maintenance programs to assure that safety and the airworthiness integrity of the aircraft are maintained. NASA requirements, at a minimum, are equal to the Federal Aviation Administration (FAA) standards. The authority "to make, promulgate, issue, rescind, and amend rules and regulations governing the manner of its operations and the exercise of the power vested in it by law," are used when developing airworthiness programs for the unique research and support aircraft operated by NASA Langley. One example of the difference between NASA and FAA policies and procedures is the option to accept a discrepancy and sign off the write-up "acceptable as is, OK for flight." This procedure can be used by NASA personnel on-site for work being performed on Langley controlled aircraft after obtaining full and proper approval. Standard FAA rules/regulations will be followed for civil operated aircraft.

B. Contractor Services and Support

The Contractor shall when in the Government's best interest provide services and support for the aircraft in the following areas:

1. The Contractor shall provide Aircraft Inspection, Maintenance and Repair at Contractor's Facility with inspection packages provided by the Government. The Contractor shall submit a list of any defects/discrepancies found and any repairs/testing/replacement of parts considered necessary and a price quote for each. After review of this list, the Government will authorize only those action items determined necessary by the Government.
2. The Contractor shall provide maintenance and repair service wherever Langley Research Center operates its aircraft. The Contractor shall furnish all necessary materials, specialized support equipment and manpower. to perform the requested maintenance services and/or repairs. The Contractor will be provided transportation by the Government when it is in the Government's best interest.
3. The Contractor shall provide services such as engine repairs to Rolls Royce RB211 engines, B-737 landing gear overhaul, strip and paint the Beech T-34C, Aircraft Service Bulletin compliance, FAA Airworthiness Directive compliance and additional inspection requirements as directed. The Contractor shall provide specialized tools for use by the Government for limited periods of time (rent/lease).

4. The Contractor shall provide approved replacement parts and materials as required (Ref. C.1 below).

C. Requirements and Constraints Applicable to Aircraft Services and Support

1. Quality Assurance--The Contractor shall have a current FAA certificate for performing the work. The Contractor shall utilize a Quality Control System which conforms to the current FAA, Parts 121 or 145. All maintenance performed shall be in accordance with aircraft manufacturer's maintenance/overhaul manuals or procedures and/or NASA approved procedures. All parts or components that are repaired, replaced, or provided shall meet applicable FAA or NASA standards of serviceability.

Department of Defense (DOD) and older aircraft may not have the availability of spare parts as newer aircraft in the commercial/general aviation category. In such situations, NASA will work with the Contractor to substitute parts that may not meet FAA standards. A serviceability tag will be accepted when NASA and the Contractor agree upon the condition of the part. All new parts shall be manufactured in accordance with aircraft manufacturers' (or its subcontractor's/vendor's) engineering design and quality control procedures and FAA or NASA standards of serviceability. The Contractor shall only use oils and lubricants specified by the Government.

2. Documentation--The Contractor shall submit documentation to NASA in the form of a set of completed NASA inspection cards or pages used to conduct each designated inspection. The cards or pages shall be signed by the Contractor's personnel authorized to conduct the inspection. The Contractor shall also furnish a list of all discrepancies found during each designated inspection. The Contractor shall make appropriate maintenance log entries in the applicable maintenance records supplied by NASA. Appropriate entries include Service Bulletins, Airworthiness Directives, Special Inspections, etc. Log entries shall be signed by the authorized Contractor's mechanics and inspectors. The Contractor shall provide any other documentation required by FAA procedures associated with the performance of aircraft maintenance.

3. Government Interface--When work under the contract is required at the Contractor's facility, delivery of the aircraft to or from the Contractor's designated facility will be accomplished by NASA personnel or a NASA designated crew. A Government representative shall be present when aircraft inspection, maintenance, or repair is being performed for the purpose of making decisions appropriate to this particular aircraft. Flight testing, when necessary, shall be accomplished by a NASA provided crew.

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 his duly authorized representative as specified in task orders.

E.2 NASA QUALITY MANAGEMENT SYSTEM POLICY (ISO 9000)

The Contractor shall establish and maintain a Quality Management System (QMS) that, as a minimum complies with the requirements of the International Organization for Standardization's "ISO 9000" Standard Series or the American National Standards Institute/American Society for Quality Control's "Q9000 Series" and associated documentation. The QMS shall be capable of providing adequate assurance that the requirements of the technical system specifications (Statement of Work) can be consistently met and compliance demonstrated. The QMS requirements are complementary to the technical requirements of the product. Specific product quality assurance requirements are contained in the Quality Assurance section of the technical system specifications (Statement of Work) in Section C.

E.3 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (JAN 1986)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE - TASK ORDERS

A. The period of performance of this contract shall be 12 months from the effective date of the contract, which is the date of signature by the Contracting Officer of NASA Langley Research Center.

B. Any task orders issued prior to the expiration of the period of performance for issuance of task orders shall be completed subject to the limitations specified in B.2, provided that the Contractor will not be required to perform any work beyond six months after the period of performance for issuing task orders. The contract shall govern the Contractor's and Government's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period.

F.2 PLACE(S) OF PERFORMANCE (LARC 52.212-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility located in _____, NASA LaRC, Hampton, Virginia and such other sites as may be designated by task orders.

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

Delivery shall be f.o.b. destination or as specified in task orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICING (LaRC 52.232-95) (JUN 1988)

Proper invoices, as determined under the Section I clause entitled "Prompt Payment," shall be submitted to the designated payment office shown in Block 25 on page 1 of this contract.

G.2 INVOICE PAYMENTS

A. In accordance with the Section I clause, Payments under Time-and-Materials and Labor-Hour Contracts (FAR 52.232-7), monthly payments for completed and accepted task orders will be made by the Government to the Contractor based on receipt of a proper invoice.

B. Proper invoice is defined as containing the following items:

1. Name and address of Contractor;
2. Invoice date;
3. Contract number and task order as appropriate;
4. Description of service, price and hours;

5. Name and address of Contractor official to whom payment is to be sent (or proper notice of assignment);

C. The original and three copies of all invoices shall be sent directly to the Contracting Officer for review, approval and transmission to the payment office.

Copy (1) NASA Contracting Officer
Copy (2) Contractor
Copy (3) NASA COTR

G.3 TASK ORDERS

A. The work to be performed within the areas outlined in Section C, Description/Specifications/Work Statement, will be more specifically defined and controlled by means of written task orders issued solely by the Contracting Officer (except in circumstances described in G.4).

B. A copy of each task order shall be furnished to the Contractor. To acknowledge receipt, the Contractor shall sign the "Acknowledgment" enclosed and return it to the Contracting Officer.

C. As part of the procedures for issuing a task order, the Contractor shall submit a written Contractor plan for completing the task order within five working days after receipt of the order (unless stated otherwise in the task order). The plan shall include the following:

1. Task order number and date
2. Description of work and/or deliverable items
3. Labor hour estimates for each skill mix
4. Travel and material estimates
5. Material/subcontracting costs
6. Other direct costs
7. Total price for completion
8. Completion date/delivery schedule

G.4 EMERGENCY TASK ORDERS

During emergency situations, the Contractor shall accept verbal orders from the COTR. Written task orders for these emergencies shall be provided to the Contractor within three working days after verbal authorization. These written task orders will be signed by the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTSH.1 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage</u>
Aircraft Mechanic	\$13.16
Fabrication	\$12.00
Engineering	\$12.00
Quality Assurance Inspector	\$15.52
Non-Destructive Testing Specialist	\$17.05

FRINGE BENEFITS

- Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.
- Sick Leave - Receives 13 days paid leave per year.
- Holidays - Receives 10 paid holidays per year.
- Health Insurance - Government pays up to 60% of health insurance.
- Group Life Insurance - Government pays two-thirds of life insurance rate premiums.
- Retirement - The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.4% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

H.2 OPTIONS

Priced Options/Extended Term

The Contractor hereby grants to the Government options to extend the term of the contract for four additional periods of 12 months each. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the rates specified below will apply for each option period.

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.1)	12 months	12 months	12 months	12 months

FULLY BURDENED FIXED HOURLY RATES

No. Labor Categories

1 Inspection,
Maintenance,
Repair

a. Contractor's
Facility

(1) First and
Second Shift

(a) Aircraft Mechanic	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(b) Fabrication	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(c) Engineering	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(d) Quality Assurance Inspector	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(e) Non-Destructive Testing Specialist	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours

(2) Overtime/Regular

(a) Aircraft Mechanic	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(b) Fabrication	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours

(3) Overtime/Sunday,
Holidays

(a) Aircraft Mechanic	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(b) Fabrication	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours

b. All Other Sites
(Aircraft Mechanic)

(1) First and Second Shift	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(2) Overtime/Regular	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours
(3) Overtime/Sunday, Holidays	\$	/Manhours	\$	/Manhours	\$	/Manhours	\$	/Manhours

2 Materials, subcontracts,
travel and truck or
equipment rental
(The Contractor shall
exercise due diligence
in obtaining all items
at prices most
advantageous to the
Government.)

(a) Airfare	Actual +	%						
(b) Truck or Equipment (rental/per day)	Actual +	%						
(c) Per Diem*	\$Govt. +	%						
	Rate		Rate		Rate		Rate	
(d) Car Rental	Actual +	%						

*NTE maximum per diem rates set forth in Appendix A, CFR Chapter 301 as amended from time to time. Appendix A may be downloaded from the Internet at www.fss.gsa.gov/perdiem.ntml.

- (e) Parts and materials with transportation costs as allowable under FAR 31.205-45 Actual + % Actual + % Actual + % Actual + %
- (f) Subcontracts Actual + % Actual + % Actual + % Actual + %

H.3 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.4 GOVERNMENT-FURNISHED DATA

For the performance of this contract, the Government will furnish the manufacturer's specifications manuals, catalogs, bulletins, etc. for maintenance and overhaul of the Boeing 737 and 757. These items will be provided to the Contractor within 60 days after contract award.

BOEING 737

1. 737-100/200 IPC Illustrated Parts Catalog Master Cart 1 thru 22. D6-15337
2. 737-100/200 IPC Illustrated Parts Catalog NVA Cart 1 thru 2. D6-15337
3. NAS 737 MM (maint. manual) BKI-II Intro-80 Cart 1 thru-3. D612049 549
4. JT8D-1-1A-1B-7-7A-7B-9-9A-11-15, 15A, 17, 17A, 17R-17AR Illustrated Parts Catalog Cart 1. 481675
5. JT8D-1-1A-1B-7-7A-7B-9-9A-11, 15, 15A, 17, 17A, 17R-17AR (maint. manual) Cart 1. 481671
6. JT8D-1-1A-1B-7-7A-7B-9-9A-11, 15, 15A, 17, 17A, 17R-17AR (engine manual) Cart 1 thru 4. 481672

7. Service Bulletins P&W JT8D/JT8D-200 Series Engine models Cart 1 thru 4.
8. Boeing Corporate Standards Drafting Standards BCA Vol. 1 thru 4 Cart 1. D4900
9. Wiring Practices Manual Ch. 20 Cart1. D6-54446
10. 707/727/737/747 CPM (Corrosion Proj. Man.) Cart 1. D6-41910
11. 737 Service Bulletins yr. 1967-1973 cart 1 thru 3. D6-19567
12. 737 Service Bulletins yr. 1974-1975 cart 1. D6-19567
13. 737 Service Bulletins yr. 1976-1979 cart 1 thru 2. D6-19567
14. 737 Service Bulletins yr. 1980 cart 1. D6-19567
15. 737 Service Bulletins yr. 1981 cart 1. D6-19567
16. 737 Service Bulletins yr. 1982 cart 1. D6-19567
17. 737 Service Bulletins yr. 1983 cart 1. D6-19567
18. 737 Service Bulletins yr. 1984 cart 1. D6-19567
19. 737 Service Bulletins yr. 1985 cart 1. D6-19567
20. 737 Service Bulletins yr. 1986 cart 1. D6-19567
21. 737 Service Bulletins yr. 1987 cart 1. D6-19567
22. 737 Service Bulletins yr. 1988 cart 1. D6-19567
23. 737 Service Bulletins yr. 1989 cart 1. D6-19567
24. 737 Service Bulletins yr. 1990 cart 1. D6-19567
25. 737 Service Bulletins yr. 1991 cart 1. D6-19567
26. 737 Service Bulletins yr. 1992 cart 1. D6-19567
27. 737 Service Bulletins yr. 1993 cart 1. D6-19567
28. 737 Service Bulletins yr. 1994 cart 1. D6-19567
29. Manufacturer PAI Cross Ref. list X-Ref. cart 1. D6-19567
30. 737 Service Letters yr. 1976 thru 1991/1992 thru 1994 cart 1 thru 2. D619567
31. NAS 737 WDM Equipment list cart 1. D6-19800

32. NAS 737 WDM Wire list cart 1. D6-19800
33. 737 ITEL cart 1. D6-17371
34. 737 NDT cart 1. D6-37239
35. 737 100/200 SRM cart. D6-15565
36. 737 OHM (over haul manual) cart 1 thru 8. D6-17370
37. ANS 737-300 PPBU cart 1. D6-37506-25
38. Boeing Corporate Standards Process Standards BK 40 cart 1 thru 3. D18888-1
39. Boeing Corporate Standards parts standards cart 1 thru 4. D590
40. Boeing Corporate Standards repairs standards cart 1. D590
41. Boeing Corporate Standards obsolete standards cart 1. D590
42. Boeing Corporate Standards material standards cart 1 thru 2. D18888-3
43. Boeing Corporate Standards specification support standards cart 1. D18888-4
44. STD. Overhaul practices cart 1. D6-51702
45. 737 300/400/500 IPC Illustrated parts catalog cart 1 thru 17. D638550

BOEING 757

1. RB211-535 Engines maint. manual cart 1 thru 3. M-211(535)-B
2. RB211-535 E4-37 Illustrated parts catalog cart 1 thru 2. S-211 (E410) 6US
3. RB211 Propulsion Sys. service bulletins cart 1 thru 6. SER-211-535
4. RR S/B Roll 1 cart 1.
5. RR S/B Roll 2 cart 1.
6. 757 EAL BITE cart 1 (2 ea). D6-33N803
7. 757 EAL RAMP cart 1. D6-33N203
8. 757 Service Bulletins yr. 1982-1984 cart 1. D6-24N001
9. 757 Service Bulletins yr. 1985-1986 cart 1. D6-24N001
10. 757 Service Bulletins yr. 1987 cart 1. D6-24N001

11. 757 Service Bulletins yr. 1988 cart 1. D6-24N001
12. 757 Service Bulletins yr. 1989-1990 cart 1. D6-24N001
13. 757 Service Bulletins yr. 1991-1992 cart 1. D6-24N001
14. 757 Service Bulletins yr. 1993-1994 cart 1. D6-24N001
15. RB-211-535 Service Bulletin cart 1 thru 6. Ser-211-535
16. Component Sil & S/B Action forms EAL cart 1 thru 4.
17. 757 Item cart 1. D6-34N501
18. 757 EAL Task cart 1. D6-33N903
19. 757 EAL FIM cart 1. D6-334N603
20. 757 Service Letters yr. 1982 thru 1994 cart 1.
21. 757 EAL M.M cart 1 thru 5. D6-33N103
22. 757/767 CPM cart 1. D6-34T401
23. 757 NDT cart 1. D6-34N301
24. 757 SRM cart 1. D6-34N201
25. 757 IPC (Illustrated parts catalog) cart 1 thru 4. D6-49286
26. 757 CMM cart 1 thru 10. D6-34N101
27. EAL Furnishings Manual cart 1 thru 4.
28. 757 Sil's & S/B Action forms EAL cart 1.
29. MTCE & ENG General Manual EAL cart 1.
30. Aircraft Landing Gear Manual EAL 757 & A300 cart 1 of 6.
31. Eastern Parts Catalog EAL cart 1 thru 2.
32. 757 Engineering Orders EAL cart 1 thru 6.
33. Maint. forms/selected Engineering Order EAL cart 1 thru 2.
34. 757 Alternate means of compliance EAL cart 1.
35. Aircraft Interior Manual EAL cart 1.
36. EAL Common Engineering Orders cart 1 thru 7.

H.5 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 is hereby incorporated herein by reference.

H.6 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 except under the conditions described in G.4. 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 the Government will not be obligated to make an adjustment in the task order price to cover any increase incurred as a result thereof, or any other terms.

H.7 GOVERNMENT FURNISHED EQUIPMENT

For the performance of this contract, the Government may furnish special tooling to the Contractor on an as-needed basis. This tooling will be specified in the task order.

H.8 WAGE DETERMINATIONS AND FRINGE BENEFITS

The Register of Wage Determinations and Fringe Benefits, Number 94-2544, Revision 6, Exhibit B, dated June 20, 1995 lists the wage rate and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit B for a copy of this wage determination. This determination constitutes the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965."

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 (OCT 1995)
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 1995)

52.203-7 Anti-Kickback Procedures (JUL 1995)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
(SEP 1990)

52.204-4 Printing/Copying Double-Sided on Recycled Paper (MAY 1995)

52.208-1 Required Sources for Jewel Bearings and Related Items
(APR 1984)

52.209-6 Protecting the Government's Interest when Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment
(JUL 1995)

52.211-5 New Material (MAY 1995)

52.211-7 Other Than New Material, Residual Inventory and Former
Government Surplus Property (MAY 1995)

52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

52.215-2 Audit and Records - Negotiation (OCT 1995)

52.215-23 Price Reduction for Defective Cost or Pricing Data -
Modifications (OCT 1995)

52.215-25 Subcontractor Cost or Pricing Data - Modifications (OCT 1995)

52.215-26 Integrity of Unit Prices (OCT 1995)

52.215-33 Order of Precedence (JAN 1986)

52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned
Small Business Concerns (OCT 1995)

52.219-9 Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (OCT 1995)

52.219-16 Liquidated Damages - Small Business Subcontracting Plan
(AUG 1989)

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 (JUL 1995)

52.222-20 Walsh-Healy Public Contracts Act (APR 1984)

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)

52.222-43 Fair Labor Standards Act and Service Contract Act - Price
Adjustment (Multiple Year and Option Contracts) (MAY 1989)

52.223-2 Clean Air and Water (APR 1984)

52.223-3 Hazardous Material Identification and Material Safety
Data (NOV 1991) Alternate I (NOV 1991)

52.223-6 Drug-Free Workplace (JUL 1990)

52.223-14 Toxic Chemical Release Reporting (OCT 1995)

52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)

52.227-1 Authorization and Consent (JUL 1995)

52.227-2 Notice and Assistance Regarding Patent and Copyright
Infringement (APR 1984)

52.227-14 Rights in Data - General (JUN 1987)

52.228-7	Insurance - Liability to Third Persons (APR 1984)
52.229-3	Federal, State and Local Taxes (JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
52.232-8	Discounts for Prompt Payment (APR 1989)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (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 (OCT 1995) Alternate I (DEC 1991)
52.233-3	Protest After Award (OCT 1995) Alternate I (JUN 1985)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop-Work Order (AUG 1989)
52.243-3	Changes--Time-and-Materials or Labor-Hours (AUG 1987)
52.244-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (APR 1985)
52.244-5	Competition in Subcontracting (APR 1984)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
52.245-4	Government-Furnished Property (Short Form) (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)
52.246-25	Limitation of Liability - Services (APR 1984)
52.247-34	F.O.B. Destination (FAR 52.247-34) (NOV 1991)
52.249-4	Termination for Convenience of the Government Services (Short Form) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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 (DEC 1994)
18-52.212-70	Notice of Delay (DEC 1988)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-75	Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.223-70	Safety and Health (SEP 1993)
18-52.223-72	Potentially Hazardous Items (DEC 1988)
18-52.223-73	Safety and Health Plan (DEC 1988)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-72	Liability for Government Property Furnished for Repair or Other Services (MAR 1989)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994)
18-52.252-70	Compliance with NASA FAR Supplement (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 (SEP 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.208-8	Helium Requirement Forecast and Required Sources for Helium (FEB 1995)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.225-3	Buy American Act - Supplies (JAN 1994)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (APR 1984)
52.232-25	Prompt Payment (MAR 1994)
52.252-6	Authorized Deviations in Clauses (APR 1984)

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) (SEP 1995)

- (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. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (SEP 1995)

(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 HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (FAR 52.208-8) (FEB 1995)

(a) Definitions.

"Bureau helium distributor" means a private helium distributor which has established and maintains eligibility to distribute helium purchased from the Bureau of Mines, as specified in 30 CFR 602.

"Bureau of Mines," as used in this clause, means the Department of the Interior, Bureau of Mines, Helium Field Operations, located at 801 South Fillmore Street, Amarillo, TX 79101-3545.

"Helium requirement forecast" means an estimate by the Contractor or subcontractor of the amount of helium required for performance of the contract or subcontract.

"Major helium requirement" means a helium requirement during a calendar month of 5,000 or more standard cubic feet (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature), including liquid helium gaseous equivalent. In any month in which the major requirement threshold is met, all helium purchased during that month is considered part of the major helium requirement.

(b) Requirements - (1) Helium Requirement Forecast. The Contractor shall provide to the Contracting Officer a helium requirement forecast, point of contact, and telephone number within ten days of award.

(2) Sources of Helium. Except for helium acquired by the Contractor before the award of this contract, and to the extent that supplies are readily available, the Contractor shall purchase all major requirements of helium from--

(i) The Department of the Interior's Bureau of Mines;

(ii) A Bureau helium distributor (a copy of the "List by Shipping Points of Private Distributors Eligible to Sell Helium to Federal Agencies," may be obtained from the Bureau of Mines); or

(iii) A General Services Administration Federal Supply Schedule contract, if use is authorized by the Contracting Officer (see Subpart 51.1);

(3) Promptly upon award of any subcontract or order that involves a major helium requirement, the Contractor shall provide to the Bureau of Mines, and to the Contracting Officer, written notification that includes--

(i) The prime contract number;

(ii) The name, address and telephone number of the subcontractor, including a point of contact; and

(iii) A copy of the subcontractor's helium requirement forecast.

(c) Subcontracts - (1) The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves furnishing of a major helium requirement.

(2) When a subcontract involves a major helium requirement, the following statement shall be included: Helium furnished under this contract or order shall be helium that has been purchased from the Bureau of Mines or a listed Bureau helium distributor.

I.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

(a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) **Applicability.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) **Compensation.**

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall

be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) **Adjustment of Compensation.** If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the

attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply

with this requirement is a violation of Section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -
(A) Name and address and social security number;
(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
(C) Daily and weekly hours worked by each employee; and
(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative, under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of Payment and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor

such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report this fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.**

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) **Tips.** An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, that the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) **Disputes Concerning Labor Standards.** The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.8 BUY AMERICAN ACT - SUPPLIES (FAR 52.225-3) (JAN 1994)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those -

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (see Section 25.105 of the Federal Acquisition Regulation).

I.9 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FAR 52.232-7) (APR 1984)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable

on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Within 30 days after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this Paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in Paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with Subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under Subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall -

- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade

discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below, the Government shall within 30 days pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but

in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

I.10 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.11 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Safety and Health Plan--Within 30 calendar days after the effective date of the contract, the Contractor shall submit a detailed safety and health plan 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, should contain, 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. Accident Investigation and Reporting--Procedures for investigating and reporting accidents/incidents including immediate notification to the NASA LaRC Safety Manager of all injuries and damage to equipment or facilities.

5. Hazardous Operations--

(a) Description of hazardous operations involved in contract performance.

(b) Plans for apprising employees of all hazards to which they may be exposed.

(c) Proper conditions and precautions for safe use and exposure to hazardous operations. Include recognition of LHB 1710.12, Potentially Hazardous Materials.

6. People with Disabilities--In accordance with the Americans with Disabilities Act, the plans should specify that prior to assigning a person with disabilities to this contract, the Contractor shall contact the Disability Program Manager at (804) 864-7718.

7. Other Safety Considerations--Any other safety considerations unique to your operation.

B. Collective Bargaining Agreements--The Contractor shall provide the Contracting Officer with copies of any collective bargaining agreements, and amendments thereto, which arise during the course of the contract and which apply to Contractor employees assigned to the contract.

C. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, in accordance with the instructions on the reverse of the form. In addition to other instructions on the reverse of the SF 294, the Contractor is required to report awards to Historically Black Colleges and Universities (HBCUs) and other Minority Educational Institutions (MEIs). This information shall be detailed in Block 13 as follows:

Subcontract awards to HBCUs and/or MEIs this reporting period: \$

The total subcontract dollars to HBCUs, and MEIs shall be included in Blocks 10A and 11.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 18-52.219-75, Small and Small Disadvantaged Subcontracting Reporting.

Pursuant to the contract clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" (FAR 52.219-9 and 19.704(a)(5)), you are required to submit a letter progress report on a quarterly basis. The "Quarterly Progress Report for Socioeconomic Goals" shall be limited to the quarterly data only (excluding cumulative data from beginning of Subcontract Plan) as required for Lines 10A, 10B, 10C, 11, 12 and 13 of the Standard Form 294. (See the sample in Section J, List of Attachments.) Letter progress reports may be signed by the Contract Administrator or equivalent organizational level, and each report is due by the 10th calendar day of the month following the close of the reporting period.

D. 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.

E. 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.

F. Conformable Wage Rate Agreement--Within 15 operating days after the effective date of the contract, the Contractor shall submit a report confirming conformable wage rate agreement as this subject is addressed in the Section I clause entitled "Service Contract Act of 1965," for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not listed in Exhibit B.

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

H. Report of Government-Owned/Contractor Held Property (NASA FORM 1018)--
The Contractor shall submit the NASA Form 1018 no later than October 31 of each year in accordance with the Section I clause entitled "Financial Reporting of Government-owned/Contractor-held Property."

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-
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 255

C--Safety Manager, Mail Stop 429

D--Industry Relations Office, Mail Stop 144

E--Industrial Property Office, Mail Stop 377

F--Small Business Specialist, Mail Stop 144

G--According to Instruction on the Form

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>
Collective Bargaining Agreement	A-1, B-1, D-1
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, F-1
Summary Subcontractor Report (Standard Form 295)	A-1, F-1, G-1
Quarterly Progress Report for Socioeconomic Goals	A-1, F-1
Federal Contractor Veterans Employment Report (VETS-100)	D-1

Safety and Health Plan	A-1, B-1, C-1
Quarterly Accident Report	A-1, B-1, C-1
Report of Government-Owned/Contractor Held Property (NASA Form 1018)	E-1
Conformable Wage Rate Agreement	D-1, A-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.

EXHIBIT B
REGISTER OF WAGE DETERMINATION AND FRINGE BENEFITS

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Alan L. Moss *Alan L. Moss*
Director Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2544
Revision No.: 6
Date of Last Revision: 06/20/1995

State(s): North Carolina, Virginia

Area: NORTH CAROLINA COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, GATES,
PASQUOTANK, PERQUIMANS.
VIRGINIA COUNTIES OF CHESAPEAKE, GLOUCESTER, HAMPTON, ISLE OF WIGHT,
JAMES CITY, MATHEWS, NEWPORT NEWS, NORFOLK, POQUOSON, PORTSMOUTH,
SOUTHAMPTON, SUFFOLK, SURRY, VIRGINIA BEACH, WILLIAMSBURG, YORK.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 6.75
01012 Accounting Clerk II	\$ 8.52
01013 Accounting Clerk III	\$ 9.95
01014 Accounting Clerk IV	\$ 10.75
01030 Court Reporter	\$ 9.81
01050 Dispatcher, Motor Vehicle	\$ 8.03
01060 Document Preparation Clerk	\$ 8.08
01090 Duplicating Machine Operator	\$ 8.08
01110 Film/Tape Librarian	\$ 8.46
01115 General Clerk I	\$ 6.02
01116 General Clerk II	\$ 7.42
01117 General Clerk III	\$ 8.54
01118 General Clerk IV	\$ 9.58
01120 Housing Referral Assistant	\$ 10.42
01131 Key Entry Operator I	\$ 7.32
01132 Key Entry Operator II	\$ 9.24
01191 Order Clerk I	\$ 7.32
01192 Order Clerk II	\$ 9.59
01220 Order Filler	\$ 8.46
01261 Personnel Assistant (Employment) I	\$ 8.65
01262 Personnel Assistant (Employment) II	\$ 10.03
01263 Personnel Assistant (Employment) III	\$ 10.75
01264 Personnel Assistant (Employment) IV	\$ 12.06
01270 Production Control Clerk	\$ 10.42
01290 Rental Clerk	\$ 8.46
01300 Scheduler, Maintenance	\$ 8.46
01311 Secretary I	\$ 8.46
01312 Secretary II	\$ 9.81
01313 Secretary III	\$ 10.42
01314 Secretary IV	\$ 11.41
01315 Secretary V	\$ 11.96
01320 Service Order Dispatcher	\$ 8.46
01341 Stenographer I	\$ 8.78

01342	Stenographer II	\$ 9.86
01400	Supply Technician	\$ 10.00
01420	Survey Worker(Interviewer)	\$ 9.81
01460	Switchboard Operator- Receptionist	\$ 8.08
01531	Travel Clerk I	\$ 6.31
01532	Travel Clerk II	\$ 6.69
01533	Travel Clerk III	\$ 7.06
01551	Typist I	\$ 7.42
01552	Typist II	\$ 8.92
01611	Word Processor I	\$ 8.73
01612	Word Processor II	\$ 9.80
01613	Word Processor III	\$ 10.97

AUTOMATIC DATA PROCESSING:

03010	Computer Data Librarian	\$ 8.26
03041	Computer Operator I	\$ 8.26
03042	Computer Operator II	\$ 9.58
03043	Computer Operator III	\$ 11.83
03044	Computer Operator IV	\$ 13.70
0B045	Computer Operator V	\$ 14.56
03071	Computer Programmer I 1/	\$ 11.02
03072	Computer Programmer II 1/	\$ 13.62
03073	Computer Programmer III 1/	\$ 16.20
03074	Computer Programmer IV 1/	\$ 19.39
03101	Computer Systems Analyst I 1/	\$ 17.62
03102	Computer Systems Analyst II 1/	\$ 20.28
03103	Computer Systems Analyst III 1/	\$ 23.23
03160	Peripheral Equipment Operator	\$ 8.26

AUTOMOTIVE SERVICE:

05005	Automobile Body Repairer, Fiberglass	\$ 14.05
05010	Automotive Glass Installer	\$ 12.82
05040	Automotive Worker	\$ 12.82
05070	Electrician, Automotive	\$ 13.42
05100	Mobile Equipment Servicer	\$ 11.59
05130	Motor Equipment Metal Mechanic	\$ 14.05
05160	Motor Equipment Metal Worker	\$ 12.82
05190	Motor Vehicle Mechanic	\$ 14.05
05220	Motor Vehicle Mechanic Helper	\$ 10.95
05250	Motor Vehicle Upholstery Worker	\$ 12.82
05280	Motor Vehicle Wrecker	\$ 12.82
05310	Painter, Automotive	\$ 13.42
05340	Radiator Repair Specialist	\$ 12.82
05370	Tire Repairer	\$ 11.59
05400	Transmission Repair Specialist	\$ 14.05

FOOD PREPARATION AND SERVICE:

07010	Baker	\$ 8.68
07041	Cook I	\$ 7.85
07042	Cook II	\$ 8.68
07070	Dishwasher	\$ 6.05
07100	Food Service Worker	\$ 6.05
07130	Meat Cutter	\$ 8.68
07250	Waiter/Waitress	\$ 6.58

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 13.42
09040 Furniture Handler	\$ 10.95
09070 Furniture Refinisher	\$ 13.42
09100 Furniture Refinisher Helper	\$ 10.95
09110 Furniture Repairer, Minor	\$ 12.19
09130 Upholsterer	\$ 13.42

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.05
11060 Elevator Operator	\$ 6.05
11090 Gardener	\$ 7.75
11121 Housekeeping Aide I	\$ 5.93
11122 Housekeeping Aide II	\$ 6.49
11150 Janitor	\$ 6.05
11180 Laborer	\$ 9.68
11210 Laborer, Grounds Maintenance	\$ 6.58
11240 Maid or Houseman	\$ 5.52
11270 Pest Controller	\$ 8.25
11300 Refuse Collector	\$ 6.05
11360 Window Cleaner	\$ 6.58

HEALTH:

12010 Ambulance Driver	\$ 8.75
12040 Emergency Medical Technician	\$ 9.13
12070 Licensed Practical Nurse	\$ 8.82
12100 Medical Assistant	\$ 7.88
12130 Medical Laboratory Technician	\$ 7.88
12160 Medical Record Clerk	\$ 7.88
12190 Medical Record Technician	\$ 10.92
12220 Nursing Assistant	\$ 7.02
12250 Pharmacy Technician	\$ 9.83
12280 Phlebotomist	\$ 7.88
12311 Registered Nurse I	\$ 10.92
12312 Registered Nurse II	\$ 13.36
12313 Registered Nurse II, Specialist	\$ 13.36
12314 Registered Nurse III	\$ 16.16
12315 Registered Nurse III, Anesthetist	\$ 16.16
12316 Registered Nurse IV	\$ 19.37

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 14.56
13011 Exhibits Specialist I	\$ 13.06
13012 Exhibits Specialist II	\$ 15.87
13013 Exhibits Specialist III	\$ 17.63
13041 Illustrator I	\$ 13.06
13042 Illustrator II	\$ 15.87
13043 Illustrator III	\$ 17.63
13050 Library Technician	\$ 11.02
13071 Photographer I	\$ 10.40
13072 Photographer II	\$ 13.06
13073 Photographer III	\$ 15.87
13074 Photographer IV	\$ 17.63
13075 Photographer V	\$ 21.32

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.18
15030 Counter Attendant	\$ 5.18
15040 Dry Cleaner	\$ 6.30
15070 Finisher, Flatwork, Machine	\$ 5.18
15090 Presser, Hand	\$ 5.18
15100 Presser, Machine, Dry Cleaning	\$ 5.18
15130 Presser, Machine, Shirts	\$ 5.18
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.18
15190 Sewing Machine Operator	\$ 6.71
15220 Tailor	\$ 7.11
15250 Washer, Machine	\$ 5.57

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 14.05
19040 Tool and Die Maker	\$ 15.57

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.82
21020 Material Coordinator	\$ 12.19
21030 Material Expediter	\$ 12.19
21040 Material Handling Laborer	\$ 7.44
21071 Forklift Operator	\$ 9.05
21100 Shipping/Receiving Clerk	\$ 8.85
21130 Shipping Packer	\$ 8.85
21150 Stock Clerk	\$ 8.85
21210 Tools and Parts Attendant	\$ 10.95
21400 Warehouse Specialist	\$ 10.54

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 14.05
23040 Aircraft Mechanic Helper	\$ 10.95
23060 Aircraft Servicer	\$ 12.19
23070 Aircraft Worker	\$ 12.82
23100 Appliance Mechanic	\$ 13.42
23120 Bicycle Repairer	\$ 11.59
23125 Cable Splicer	\$ 14.05
23130 Carpenter, Maintenance	\$ 13.42
23140 Carpet Layer	\$ 13.42
23160 Electrician, Maintenance	\$ 15.57
23181 Electronics Technician, Maintenance I	\$ 13.99
23182 Electronics Technician, Maintenance II	\$ 14.31
23183 Electronics Technician, Maintenance III	\$ 15.33
23260 Fabric Worker	\$ 12.19
23290 Fire Alarm System Mechanic	\$ 14.05
23310 Fire Extinguisher Repairer	\$ 11.59
23340 Fuel Distribution System Mechanic	\$ 14.05
23370 General Maintenance Worker	\$ 8.75
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 14.05

23430 Heavy Equipment Mechanic	\$ 14.05
23460 Instrument Mechanic	\$ 14.05
23500 Locksmith	\$ 13.42
23530 Machinery Maintenance Mechanic	\$ 14.05
23550 Machinist, Maintenance	\$ 14.05
23580 Maintenance Trades Helper	\$ 10.95
23640 Millwright	\$ 14.05
23700 Office Appliance Repairer	\$ 13.42
23740 Painter, Aircraft	\$ 13.42
23760 Painter, Maintenance	\$ 13.42
23790 Pipefitter, Maintenance	\$ 14.05
23800 Plumber, Maintenance	\$ 13.42
23820 Pneudraulic Systems Mechanic	\$ 14.05
23850 Rigger	\$ 14.05
23870 Scale Mechanic	\$ 12.82
23890 Sheet-metal Worker, Maintenance	\$ 14.05
23910 Small Engine Mechanic	\$ 12.82
23930 Telecommunications Mechanic I	\$ 14.05
23940 Telecommunications Mechanic II	\$ 15.22
23950 Telephone Lineman	\$ 14.05
23960 Welder, Combination, Maintenance	\$ 14.05
23965 Well Driller	\$ 14.05
23970 Woodcraft Worker	\$ 14.05
23980 Woodworker	\$ 12.22

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 6.01
24600 Chore Aide	\$ 4.91
24630 Homemaker	\$ 8.33

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 14.05
25040 Sewage Plant Operator	\$ 13.42
25070 Stationary Engineer	\$ 14.05
25190 Ventilation Equipment Tender	\$ 10.95
25210 Water Treatment Plant Operator	\$ 13.42

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 7.21
27010 Court Security Officer	\$ 9.68
27040 Detention Officer	\$ 9.68
27070 Firefighter	\$ 10.50
27101 Guard I	\$ 6.03
27102 Guard II	\$ 7.21
27130 Police Officer	\$ 12.28

TECHNICAL:

29010 Air Traffic Control 2/ Specialist, Center	\$ 21.67
29011 Air Traffic Control 2/ Specialist, Station	\$ 14.94
29012 Air Traffic Control 2/ Specialist, Terminal	\$ 16.46
29020 Archeological Technician	\$ 15.87
29030 Cartographic Technician	\$ 15.87
29040 Civil Engineering Technician	\$ 15.87

29061 Drafter I	\$ 9.24
29062 Drafter II	\$ 10.40
29063 Drafter III	\$ 13.06
29064 Drafter IV	\$ 15.87
29070 Embalmer	\$ 17.63
29081 Engineering Technician I	\$ 10.36
29082 Engineering Technician II	\$ 11.63
29083 Engineering Technician III	\$ 13.02
29084 Engineering Technician IV	\$ 16.12
29085 Engineering Technician V	\$ 19.72
29086 Engineering Technician VI	\$ 23.86
29090 Environmental Technician	\$ 15.87
29210 Laboratory Technician	\$ 11.83
29240 Mathematical Technician	\$ 15.87
29330 Mortician	\$ 17.63
29390 Photooptics Technician	\$ 15.87
29480 Technical Writer	\$ 15.02
29620 Weather Observer, Senior 3/	\$ 12.80
29621 Weather Observer, Combined 3/ Upper Air and Surface Programs	\$ 11.83
29622 Weather Observer, Upper Air 3/	\$ 11.83

**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 9.15
31100 Driver Messenger	\$ 8.70
31200 Heavy Equipment Operator	\$ 14.05
31290 Shuttle Bus Driver	\$ 8.75
31300 Taxi Driver	\$ 7.29
31361 Truckdriver, Light Truck	\$ 8.75
31362 Truckdriver, Medium Truck	\$ 9.15
31363 Truckdriver, Heavy Truck	\$ 9.65
36364 Truckdriver, Tractor-Trailer	\$ 10.15

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 15.22
99020 Animal Caretaker	\$ 7.00
99030 Cashier	\$ 5.93
99040 Child Care Center Clerk	\$ 7.50
99050 Desk Clerk	\$ 7.00
99260 Instructor	\$ 17.63
99300 Lifeguard	\$ 5.36
99350 Park Attendant (Aide)	\$ 6.73
99400 Photofinishing Worker	\$ 6.01
99500 Recreation Specialist	\$ 13.04
99510 Recycling Worker	\$ 7.41
99610 Sales Clerk	\$ 5.36
99630 Sports Official	\$ 5.36
99658 Survey Party Chief	\$ 7.85
99659 Surveying Technician	\$ 7.50
99660 Surveying Aide	\$ 4.91
99690 Swimming Pool Operator	\$ 8.68
99720 Vending Machine Attendant	\$ 7.41
99730 Vending Machine Repairer	\$ 8.68
99740 Vending Machine Repairer Helper	\$ 7.41

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract. May include such benefits as severance pay.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all

employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by First Supplement December 1993, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

EXHIBIT C
SUBCONTRACTING PLAN

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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.)

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(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

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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 _____

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K.5 JEWEL BEARINGS AND RELATED ITEMS CERTIFICATION (FAR 52.208-2)
(APR 1984)

(a) This is to certify that -

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item (delete one) covered by this offer.

(2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or an equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution _____
Solicitation No. _____
Name _____
Title _____
Firm _____
Address _____

K.6 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).

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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.7 LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (FAR 52.210-6) (MAY 1995)

(a) Definitions.

"Material", as used in this provision, includes, but is not limited to, raw material, parts, items, components, and end products.

"New", as used in this provision, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.

"Other than new", as used in this provision, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.

(b) If the offeror proposes to furnish other than new material, residual inventory resulting from terminated Government contracts, or former Government surplus property, the offeror shall provide the following information as an attachment to the offer:

- (1) A complete description of the materials.
- (2) Quantity.
- (3) Name of Government agency from which acquired.

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(4) Date of acquisition, if applicable.

No other than new material, residual inventory or former Government surplus property other than that listed on the attachment shall be furnished under the resulting contract unless authorized in writing by the Contracting Officer.

(c) All material to be furnished under the resultant contract must comply with the terms and specifications contained in the contract.

K.8 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.9 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.10 PERIOD FOR ACCEPTANCE OF OFFER (FAR 52.215-19) (APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, 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.

K.11 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (FEB 1995)

(a) Representation. The offeror represents and certifies as part of its offer that it is: () a small business concern, () not a 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 this solicitation.

(c) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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(2) 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 --

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.12 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

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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.13 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.14 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1)
(APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.15 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.

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K.16 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.17 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.

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K.18 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.19 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.20 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5)
(JUL 1995)

(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 (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, 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

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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.

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K.21 BUY AMERICAN CERTIFICATE (FAR 52.225-1) (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products

Country of Origin

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

K.22 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.23 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.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.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

CLAUSE NUMBER

TITLE AND DATE

52.209-7	Organizational Conflicts of Interest Certificate--Marketing Consultants (NOV 1991)
52.215-5	Solicitation Definitions (JUL 1987)

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52.215-7 Unnecessarily Elaborate Proposals or Quotations (APR 1984)
52.215-8 Amendments to Solicitations (DEC 1989)
52.215-9 Submission of Offers (JUL 1995)
52.215-10 Late Submissions, Modifications, and Withdrawals of
Proposals (JUL 1995)
52.215-13 Preparation of Offers (APR 1984)
52.215-14 Explanation to Prospective Offerors (APR 1984)
52.215-15 Failure to Submit Offer (JUL 1995)
52.222-24 Preaward On-Site Equal Opportunity Compliance Review
(APR 1984)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
18-52.215-72	Restriction on Use and Disclosure of Proposal/Quotation Information (Data) (DEC 1984)
18-52.215-75	Expenses Related to Offeror Submissions (DEC 1988)
18-52.215-76	False Statements (DEC 1988)
18-52.215-80	Disposal of Unsuccessful Proposals (DEC 1988)
18-52.223-73	Safety and Health Plan (DEC 1988)

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 TEST OF SOURCE SELECTION PROCEDURES

The Government intends to award the contract resulting from this solicitation without discussions (see Section L clause entitled, "Contract Award, FAR 52.215-16 (OCT 1995)--Alternate II (OCT 1995).") In the event that the Government later determines that discussions are necessary, a test of source selection procedures will be used. A deviation has been granted by the NASA Associate Administrator for Procurement which applies to this solicitation. The limited discussion procedures set forth in NASA Federal Acquisition Supplement (NFS) 18-15.613(b)(5) will not be utilized for this acquisition. Instead, the provisions of FAR 15.610(c)(2) shall apply. In accordance with FAR 15.610(c)(2), offerors within the competitive range will be advised of deficiencies and uncertainties identified in their proposals and allowed a reasonable opportunity to satisfy the solicitation requirements. As stipulated in FAR 15.611, at the conclusion of discussions, a Best and Final Offer (BAFO) will be requested from all offerors still within the competitive range. This BAFO shall be submitted in the form of a contractual document which has been executed by an individual with the authority to contractually bind the offeror. Selection will be made in accordance with the evaluation criteria set forth in Section M of this solicitation. Contract award will be made WITHOUT SUBSEQUENT DISCUSSIONS OR NEGOTIATIONS and will be evidenced by the Contracting Officer's signature on the BAFO submitted by the successful offeror. A deviation has also been granted to

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NFS 18-15.1003-4(c)(1); debriefing of unsuccessfully offerors will occur after contract award.

L.4 CONTRACT AWARD (FAR 52.215-16) (OCT 1995)--ALTERNATE II
(OCT 1995)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. *Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.*

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a time-and-materials contract resulting from this solicitation.

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L.6 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22)
(JAN 1991)

- (a) The standard industrial classification (SIC) code for this acquisition is 4581.
- (b)(1) The small business size standard is \$5M over previous three years.
- (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.7 SERVICE OF PROTEST (FAR 52.233-2) (OCT 1995)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Head, Grants and Services Contracts Branch.
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
- (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

L.8 SITE VISIT

(a) Offerors or quoters are urged and expected to inspect the aircraft to satisfy themselves regarding all general and local conditions that may affect the price of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the aircraft constitute grounds for a claim after contract award.

(b) An organized site visit to inspect the aircraft has been scheduled for March 14, 1996 at 9:00 a.m. Participants will meet at Building 1244, Room 223, West Area.

(c) For planning your itinerary, the following is a tentative agenda for the visit:

Agenda

Opening Remarks
LaRC Presentations
Tour of the Aircraft
Question and Answers

Attendance will be limited to a maximum of three representative per offeror. The briefing will be unclassified. If you desire to attend, you should so indicate by written or telephone contact with the appropriate individual specified in L.11.

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In order that as many questions as possible may be answered during the tour, written questions must be submitted to Richard C. Shisler no later than March 11, 1996. A limited time may be available for answering questions submitted on the day of the visit. However, all questions submitted in writing will be answered in the form of an amendment to the solicitation.

L.9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (18-52.219-73) (DEC 1988) ALTERNATE I (DECEMBER 1988)

- (a) This provision is not applicable to small business concerns.
- (b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan." Each offeror must submit the complete plan with its initial proposal.

L.10 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. This certificate must be submitted with your proposal.

L.11 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: Richard C. Shisler
Phone: (804) 864-2419 (COLLECT CALLS NOT ACCEPTED)
Facsimile: 804-864-7709
Address: National Aeronautics and Space Administration
Langley Research Center
Attn: Richard C. Shisler, Mail Code 126
Hampton, VA 23681-0001

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

NOTE: Please note the provision in this section covering "Facsimile Transmission." This provision specifies a different facsimile number for use in transmitting modifications or withdrawals of bids or proposals and acknowledgment of amendments to solicitations.

L.12 FACSIMILE TRANSMISSION--BIDS OR PROPOSALS (LaRC 52.204-100) (OCT 1992)

(a) Definition. "Facsimile transmission," as used in this solicitation, means a submittal, via electronic equipment that communicates and reproduces both printed and handwritten material, for a modification of a bid or proposal or

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withdrawal of a bid or proposal that is submitted to and received by the Government, or an acknowledgment of amendment(s) to the solicitation.

(b) OFFERORS MAY NOT SUBMIT FACSIMILE BIDS OR PROPOSALS AS RESPONSES TO THIS SOLICITATION. Facsimile bids or proposals will not be considered.

(c) Facsimile transmissions must contain the required signatures.

(d) Facsimile receiving data and compatibility characteristics are as follows:

Telephone: 804-864-7898

Make and Model: Pitney-Bowes Model 8050

Receiving Speed: Variable

NOTE: This facsimile number is reserved for modifications and withdrawals of offers and acknowledgment of amendments only. Other facsimile communication should be sent to the number listed elsewhere in this section of the solicitation.

(e) If the bidder chooses to reply by facsimile transmission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile transmission including, but not limited to, the following:

- (1) Receipt of garbled or incomplete transmission.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of transmission.
- (5) Failure of the bidder to properly identify the transmission.
- (6) Illegibility of transmission.

L.13 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS

A. Number of Proposals, Time and Place of Submission

Proposals must be submitted in two volumes: Volume 1, Technical Proposal and Volume 2, Business Proposal (which shall be limited to a price proposal, a discussion of relevant experience and past performance). The offeror shall submit the original and eight copies of each volume of his/her proposal to the address shown in Block 8 of the Standard Form (SF) 33 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. The original of each volume must be designated as such and the remaining copies of both volumes shall be numbered 1 through 8, on the outside cover. It is noted that the Statement of Work generally describes the technical mission. For **proposal purposes only**, sample task orders are provided for insight as to what subject matter may be required by the Government.

B. 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

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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 price proposal is consistent with your technical proposal in all respects since the price 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.

C. Requested Page Limitation

Based upon our experience with procurements of this size and complexity, the items to be addressed in your technical proposal can be covered in 75 pages, exclusive of cover page, table of contents, title pages, list of figures, and dividers. The Government, therefore, requests that offerors limit the technical proposal to a total of **75 pages**. Each "page" is one-side of one sheet, 8-1/2" by 11" with at least one-inch margins on all sides. Foldouts count as an equivalent number of 8-1/2" by 11" pages. The metric standard format most closely approximating the described standard 8-1/2" by 11" size may be used. Narrative text should be 12 point type size with double-spacing between lines. Type size and spacing between lines for table of contents, list of figures, charts, graphs, figures, illustrations, diagrams, photographs, and tables may be smaller/less, but should be easily readable. The business proposal is not page limited; however, it should be limited to information pertaining to price, relevant experience and past performance information, and any proposed exceptions or additions to the contract terms and conditions. All pages of both volumes should be numbered.

D. Technical Proposal (Volume I) Instructions

The technical proposal shall include sufficient information and detail to verify that all requirements of the Statement of Work, as well as the objectives of the Quality Evaluation Criteria (QEC's) and the sample task orders can be met by the Offeror. The Offeror should address demonstrated technical expertise and approaches in accomplishing the sample task orders, the Statement of Work and QEC's.

The QEC's that will be used by the Government to evaluate qualitative merits of the technical proposal follow:

1. Offeror's approach to performing all work covered by the Statement of Work, including supporting logistical and maintenance/inspection requirements as described in the Statement of Work, approach to integrating any proposed subcontract/teaming arrangements, and approach to meeting the 8% Small Disadvantaged Business Subcontracting Goal.

2. Offeror's approach to solutions and quality control to technical problems.

3. Offeror's approach for response to customer needs which includes timeliness and ability to obtain parts. Approach to solutions for Aircraft On Ground (AOG) and routine customer needs reflecting efficient utilization of resources.

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4. Offeror's capabilities and facilities (including FAA Certification). Offeror's understanding of the requisite personnel qualifications and skill mix essential to the performance of contract activities and approach to recruiting and retaining qualified and skilled personnel.

5. Offeror's approach to ensuring continuous, uninterrupted support during the life of the contract.

6. For each sample task order, offeror's approach, deliveries, skill mix, estimate of turnaround time, number of direct labor hours for each level and any teaming/subcontract effort needed.

E. Business Proposal (Volume II) Instructions

1. It is expected that this contract will be awarded upon a determination that there is adequate price competition. Therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

2. The Contracting Officer may request cost or pricing data at a later date if circumstances require its submission.

3. A copy of the Register of Wage Determinations (WD) issued by the Department of Labor is included as Exhibit B. It should be noted that the wage rates specified therein are minimum rates. It should also be noted that the wage determination may not list all labor classes to be employed under this contract. Paragraph (a) of the Section I clause entitled, "Service Contract Act of 1965" states that in this event, conformable rates must be established for those service employees to be employed under the contract but not listed on the wage determination. These conformable wage rates will be the result of a three-party agreement between the employees, Contractor and the Government.

For purposes of price evaluation only, the Source Evaluation Team will assume that the hours and amounts of other costs will be required as indicated on the pricing sheet specified in Attachment 5. These estimates do not obligate the Government to issue task orders in any amount.

4. Offeror shall include fully burdened fixed hourly rates for Item 1(a) and (b) under Section B.1 for the base period of performance and Item 1(a) and (b) under H.2 for each option period. Also include these rates on Attachment 5, pricing sheet.

5. Fully burdened fixed labor rates include wages, indirect costs, general and administrative expense and profit. Reference Section I clause entitled, "Payments under Time-and-Materials and Labor Hour Contracts (APR 1984)."

6. The Offeror shall include "Material Handling" charge(s) for Items 2(a) through 2(f) under Section B.1 and H.2 as described in (b)(1) of the clause at I.9, Payments Under Time-and-Materials and Labor Hour Contracts (FAR 52.232-7) (APR 1984). Also include these rates on Attachment 5, pricing sheet If appropriate the "Material Handling" charge(s) may differ among 2(a) through 2(f) and may be zero.

F. Relevant Experience and Past Performance Instructions (REPP)

Each offeror should address his/her relevant experience and past performance, and that of significant subcontractors and/or teaming partners, if any, under existing or prior contracts for similar products or services. Relevant experience is the accomplishment of work which is comparable or related to the work or effort required by this RFP. Past performance is the quality of performance relative to the size, content and complexity of the requirements for this procurement. Past performance information will be used in making responsibility determinations and to assess the capabilities of offerors. This factor should include a discussion of overall corporate or offeror experience and past performance, but not the experience and performance of individuals who are proposed to be involved with work pursuant to this RFP. For newly-formed businesses having little or no company experience, the relevant experience and past performance of a predecessor firm, the company's principal owner(s), or corporate officer(s) should be addressed. You are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on your overall evaluation.

1. The Relevant Experience and Past Performance Form (Form REPP), included as Attachment 3 to this RFP, will be used to collect information as to the quality of past performance of the offeror and any significant subcontractor and/or teaming partner. The offeror shall select three of his/her customers, for which he/she has performed relevant work within the past three years, and forward copies of the Form REPP to those agencies and/or firms for completion and submission to the Contract Specialist for this solicitation. The forms should be returned or faxed to the Contract Specialist no later than the closing date of the solicitation. The address and fax number are listed at the bottom of the first page of the Form REPP.

2. If a significant portion of work to be performed is proposed to be accomplished by subcontractor(s) and/or teaming partner(s), three Form REPP's shall be submitted by customers of each proposed subcontractor and/or teaming partner. The offeror shall include in his/her proposal the written consent of his/her subcontractor(s) and/or teaming partner(s) to allow the Government to discuss the subcontractors'/teaming partners' past performance evaluation with the offeror during any discussions that are held for this procurement.

3. The offeror shall include with his/her business proposal a list of the firms that will submit evaluation forms. The offeror shall also include a list of all other contracts he/she has held and any significant subcontractors and/or teaming partners have held within the past five years for requirements similar to those being solicited in this acquisition and that are valued at over \$100,000. Other references, aside from those provided by the offeror, may be contacted and their comments considered during the source selection process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the offeror.

4. Offerors shall prepare a short narrative explanation on each contract listed or for which a Form REPP will be received that identifies its

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customer and briefly describes the contract, including the objectives achieved and any cost growth or schedule delays encountered. Your summary should include the following for each related contract:

- (a) Contract Number
- (b) Contracting Agency
- (c) Points of contact in the program and contracting offices, including telephone numbers
- (d) Contract type
- (e) Contract beginning and end dates
- (f) Description of the contract work and explanation of its relevance to this solicitation
- (g) Description of the original cost/price and delivery terms in the contract and the cost/price and delivery actually experienced, and explain any differences.
- (h) For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received, on a contract year basis.

L.14 CERTIFICATE OF A QUALITY MANAGEMENT SYSTEM

The certificate required for a quality management system that complies with requirements of the International Organization of Standards (ISO-9001) is attached to this solicitation. The officer or employee responsible for your offer for this procurement must execute this certificate. This certificate along with a copy of your Company's Quality Management System Manual must be submitted with your proposal.

SECTION M - METHOD OF EVALUATION

M.1 BEST VALUE SELECTION

The proposals submitted in response to this RFP will be evaluated using Best Value Selection procedures. The offeror that is selected for negotiations will be the one whose proposal is determined to provide the best combination of price, qualitative merit, and relevant experience and past performance. Qualitative merit relative to the offeror's technical proposal will be determined by evaluating the degree to which the objectives of the Qualitative Evaluation Criteria (QEC's) listed in L.13D are met or exceeded. Best Value Selection is based on the premise that, if all offerors are of approximately equal qualitative merit and relevant experience and past performance, award will be made to the one with the lowest proposed price. However, the Government may award to an offeror with higher price if the offeror has higher rated qualitative merit and/or relevant experience and past performance, provided the price differential is commensurate with the added value. Conversely, the Government may award to an offeror whose proposal has lower rated qualitative merit and/or relevant experience and past performance, if the price differential between it and other proposals warrants doing so.

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M.2 SUMMARY OF EVALUATION PROCEDURES

A. Initially, all members of the evaluation team will review each technical and business proposal in sufficient depth to identify any proposals that are patently unacceptable, as defined in NASA FAR Supplement 18-15.613. The offerors submitting proposals that are determined to be unacceptable will be notified and will be eliminated from further evaluation.

B. Each team member will review in depth each technical proposal, documenting strengths and weaknesses associated with each proposal including their impact on the QEC's. Each team member will assign a rating from M.3 to each QEC for each offeror.

C. Upon completion of the individual proposal review, the evaluation team will convene and collectively discuss in depth each technical proposal. A team consensus on the proposal strengths and weaknesses will be developed for each offeror. A consensus rating from M.3 will be assigned to each QEC for each offeror.

D. The evaluation team will conduct an analysis of each offeror's price proposal to determine its reasonableness, its acceptability, and the extent to which it reflects performance addressed in the technical proposal. The price proposal may be used as an aid in substantiating that the objectives of the QEC's will be met. If the price analysis impacts the assigned ratings for any of the offeror's QEC's, the reason for the change will be documented by the evaluation team.

E. The information provided by the Contractor regarding relevant experience and past performance will be assessed to determine the extent to which contract objectives (including technical, management, schedule, and price) have been achieved on related efforts. For newly-formed businesses having little or no company experience, the relevant experience and past performance of a predecessor firm, the company's principal owner(s), or corporate officer(s) will be evaluated. Independent verification will be made as needed. The evaluation team will assign one of the following ratings for relevant experience and past performance: excellent, satisfactory, or less-than-satisfactory. The definitions for the relevant experience and past performance ratings are included on page one of Attachment 3.

F. At the completion of the foregoing, the evaluation team will present their findings to the Selection Official. The evaluation team's documentation will include a summary of the ratings assigned to each QEC and to relevant experience and past performance, and the proposed price. Based on the findings presented, the Selection Official may elect to do any one of the following:

1. Select the successful offeror in accordance with M.1 without further discussions with any offeror (see L.4), provided that it can be clearly demonstrated that (1) selection of an initial offer will result in the best value for the Government, considering price, qualitative merit, and relevant experience and past performance data and (2) discussions with other acceptable offerors are not anticipated to change the outcome of the initial evaluation relative to the offeror deemed to offer the best value.

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2. Select a group of finalists (i.e. competitive range) to include those proposals which have a reasonable chance of being selected for award. To reduce unnecessary expense, both to offerors and the Government, a total of three proposals shall be a working goal for the group of finalists. For those finalists, the Government will conduct written and/or oral discussions. Any discussions that are conducted will be in accordance with FAR 15.610(c)(2) and reference L.3. The evaluation team will document the basis for the selection of finalists, limited to one-quarter page for each finalist. The names of offerors determined to be finalists and/or the name of the offeror selected for award will be electronically transmitted to all offerors. This will serve as notification to those offerors that were not selected for further evaluation.

G. Following discussions and receipt of BAFO's, the evaluation team will reconvene to determine if changes need to be made to the evaluation team's price estimate or assigned ratings. The basis for any changes will be documented. The evaluation team will update and resubmit the documentation initially presented to the Selection Official. The Selection Official will then select the successful offeror from the group of finalists in accordance with M.1.

H. The rationale for selection of the successful offeror will be recorded in a selection statement that sufficiently records the basis upon which selection was made. The name of the offeror selected for award and the selection statement will be electronically transmitted to all offerors. This will serve as notification to those offerors that were not selected.

I. The evaluation team will debrief any unsuccessful offeror who submits a written request. The debriefing will concentrate on the reasons why the successful offeror was selected.

M.3 RATING SYSTEM

Each QEC for each offeror will be assigned one of the following ratings:

Adjective Definitions:

Exceeds Requirement:

A proposal that meets all essential requirements and gives the Government a greater value than required by the Statement of Work. Technical superiority is clearly demonstrated. The proposal may be accepted on its present terms.

Meets Requirement:

A proposal that addresses and demonstrates an understanding and feasible approach to all the requirements of the Statement of Work without any significant value improvements. Some discussions of minor deficiencies may be desirable.

Does Not Meet Requirements:

A proposal that contains deficiencies in both approach and understanding, and does not address all the essential requirements of the Statement of Work. This includes approaches that are not technically feasible to perform, or could

SAMPLE TASK ORDER NO. 4

Description of Work/Item of Material:

B-737, NASA 515, replace right main landing gear assembly, Part Number 65-73761-14, (Landing gear is cracked).

Guidelines for preparing response to be included in your proposal:

1. Manpower Estimate: Provide skill levels and number of labor hours including subcontracting/teaming for each required to jack the aircraft, remove and replace the gear assembly, and check the landing gear extension and retraction system..
2. Delivery Date: Submit estimate of turnaround time to replace the landing gear.
3. Special Instructions: Damaged gear found during Wallops deployment. Work to be performed at NASA Wallops Flight Facility, Virginia.

SAMPLE TASK ORDER NO. 5

Description of Work/Item of Material:

B-757,NASA 557

Comply with terminating action for AD 90-23-06 Amend. 39-6794.

Guidelines for preparing response to be included in your proposal:

1. Manpower Estimate: Submit skill levels and number of labor hours required for each to perform terminating action as stated above.
2. Delivery Date: Furnish estimate of turnaround time to complete AD action beginning with delivery of the aircraft to your facility and ending when it is ready for pickup by NASA. In addition, advise how much advance notice you need to perform AD required work.

SAMPLE TASK ORDER NO. 2

Description of Work/Item of Material:

Ship Flight Director Computer, KPC299, Part Number 065-0045-05, to NASA/Langley Research for installation to 65B-80/NASA506

Guidelines for preparing response to be included in your proposal:

1. Material Cost Estimate: Provide cost of part, including exchange price and any material handling charge.
2. Delivery Date: Part is urgently needed to support research flight tests; aircraft is grounded until receipt of part. Furnish estimate of total time to have part on site at NASA/Langley.

SAMPLE TASK ORDER NO. 3

Description of Work/Item of Material:

B-757, NASA 557, during inspection of left outboard main landing gear door a delaminated area was found. The location of the delamination was on the outboard side of the door about six inches from the top and approximately two inches from the leading edge. The dimension of the delaminated area is two inches by six and a half inches.

Guidelines for preparing response to be included in you proposal:

1. Manpower Estimate: Provide the skill levels and number of labor hours required on an average to repair and/or replace. Include any subcontracting/teaming effort.
2. Delivery Date: Provide estimate of completion dates for repair or replacement.
3. Special Instructions: This effort is to be performed at the Contractor's facility.

(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.

ATTACHMENT 2

TO: NASA Langley Research Center
126/Contract Specialist
Hampton, VA 23681-0001

FROM: (Insert Company Name)

SUBJECT: Quarterly Progress Report for Socioeconomic Goals--
NAS1-_____ for Period _____
(month/day/year)

10A	Small Business Concerns (include disadvantaged)	\$ _____
10B	Large Business Concerns	\$ _____
10C	Total (sum of Small and Large Businesses)	\$ _____
11	Small Disadvantaged Business Concerns	\$ _____
12	Woman-Owned Small Business (include as part of 10A and 11 above)	\$ _____
13	Historical Black Colleges/Universities and/or Minority Institutions (include as part of 10A and 11 above)	\$ _____

SAMPLE

Attachment 3

RELEVANT EXPERIENCE AND PAST PERFORMANCE
EVALUATION INSTRUCTIONS

Page one section I through III of the REPP form provides for contractually related descriptive information and identification of the evaluator.

Provide your assessment of the extent of relevant experience associated with our SOW evidenced within the contract for which you are a reference. "Significant experience" means that a full range of experience was routinely performed by the contractor. "Moderate experience" describes a contractor who has experience in several aspects of a work element, even though the experience may not have been on a continuous basis. "Minimal experience" means that, although at least some aspects of the work may have been performed, such performance was limited in scope or frequency. If the work element was not performed under the contract, so indicate in the "Didn't Perform" column.

Section V is a form to evaluate the contractor's technical performance, while section VI is to evaluate factors associated with his business management. Space is provided for comments (additional pages may be used if desired); comments would be particularly appreciated concerning excellent and less than satisfactory performance. The following definitions are offered for your use in assigning a performance level for each of the factors in sections V and VI:

- | | |
|-------------------------|--|
| Excellent- | Performance which, in addition to fully satisfying contract and/or customer requirements, features above-average innovation and efficiency and rare or nonexistent deficiencies. |
| Satisfactory- | Effective performance which is fully responsive to contract and/or customer requirements; identified deficiencies do not affect overall performance. |
| Less Than Satisfactory- | Performance which frequently fails to meet contract requirements and/or customer expectations, and which includes deficiencies that impact other areas of work performance. |

Section VII provides for evaluation of the contractor's management of cost and award fee history.

Please send the completed form to the address listed at the bottom of page 1.

ATTACHMENT 3

FORM REPP -- RELEVANT EXPERIENCE AND PAST PERFORMANCE
Solicitation No. 1-136-GN.1119

I. CONTRACT INFORMATION

A. Name of Company Being Evaluated: _____

B. Address: _____

C. Contract Number: _____ D. Contract Type: _____

E. Contract Value: _____

F. Period of Performance: From: _____ To: _____

II. DESCRIPTION OF CONTRACT: _____

During the contract performance being evaluated, this firm was the:
____ Prime Contractor; ____ Significant Subcontractor; ____ Team Member;
____ Other (describe) _____

Does a corporate or business relationship exist between the firm being
evaluated and your organization?
____ Yes, ____ No. If so, please describe. _____

III. EVALUATOR

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone No.: _____ Fax No.: _____

SEND TO: ATTN: 126/RICHARD C SHISLER TO BE OPENED BY ADDRESSEE ONLY
NASA LANGLEY RESEARCH CENTER
9A LANGLEY BOULEVARD
HAMPTON VA 23681-0001
TELEPHONE: 804-864-2419
FAX: 804-864-7709

IV. OVERALL PERFORMANCE

How would you rate the Contractor in the following areas (Circle One):

A. Local Management Authority	E	VG	G	F	P	N/A
B. Contract Compliance	E	VG	G	F	P	N/A
C. Subcontract Administration	E	VG	G	F	P	N/A
D. Subcontract Technical Performance	E	VG	G	F	P	N/A
E. Responsiveness to Technical Direction	E	VG	G	F	P	N/A
F. Responsiveness to Change Orders (N/A if not services)	E	VG	G	F	P	N/A
G. Phase-in	E	VG	G	F	P	N/A
H. Meeting SDB Goals	E	VG	G	F	P	N/A
I. Planning, Estimating and Scheduling	E	VG	G	F	P	N/A
J. Work Control	E	VG	G	F	P	N/A
K. Responsiveness to Changing Requirements	E	VG	G	F	P	N/A
L. Management of Diverse Tasks	E	VG	G	F	P	N/A
M. Early Identification of Problems and Timely Resolution	E	VG	G	F	P	N/A
N. Labor Relations	E	VG	G	F	P	N/A
O. Worked Without Extensive Guidance	E	VG	G	F	P	N/A

V. FINANCIAL MANAGEMENT PERFORMANCE

A. How would you rate the Contractor in the following areas (Circle One):

1. Complete and Timely Reporting	E	VG	G	F	P	N/A
2. Cost Control	E	VG	G	F	P	N/A
3. Procurement System	E	VG	G	F	P	N/A
4. Property Management System	E	VG	G	F	P	N/A
5. Accounting System	E	VG	G	F	P	N/A
6. Adherence to Cost Estimates	E	VG	G	F	P	N/A
7. Overall Financial Management	E	VG	G	F	P	N/A
8. Timely Completion of Tasks	E	VG	G	F	P	N/A

B. Please provide the Contractor's yearly overhead and G&A growth:

Overhead: _____

G&A: _____

C. If ceiling rates are contained in this contract, please indicate current ceiling rates:

Overhead: _____

G&A: _____

D. Has the Contractor experienced overruns or underruns? Yes No

If yes, please elaborate: _____

I VI. TECHNICAL PERFORMANCE

A. How would you rate the Contractor's technical performance in the following areas:

1. Completeness and Accuracy	E	VG	G	F	P
2. Timeliness	E	VG	G	F	P
3. Product Reviews/Product Assurance	E	VG	G	F	P
4. Documentation	E	VG	G	F	P
5. Qualifications of Technical Staff	E	VG	G	F	P
6. Overall Technical Performance	E	VG	G	F	P
7. Selection/Performance Subcontractors	E	VG	G	F	P

B. How long did proposed key personnel remain on contract? _____

C. What is the Contractor's average annual turnover rate? _____

D. Is there an award or incentive fee? If so, please give the fee dollars and percentages earned for the last three reporting periods:

<u>Review Period</u>	<u>Fee Dollars</u>	<u>% of Possible Fee</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

E. Did Contractor's technical performance include maintenance/inspection/repair on Boeing 737/757? Yes, No. If Yes, briefly specify.

VII. CONCLUSIONS

Would you recommend this Contractor for another contract? Why? Please add any comments you feel pertinent. _____

Attachment 4

SAMPLE TASK ORDER NO. 1

Description of Work/Item of Material:

B-737, NASA 515, remove, overhaul, and install two (2) each Aileron Power Control Units, Part Number 65-44761-3 and one (1) each Rudder Power Control Unit, Part Number 65-44861-2, Power Control Units, to be overhauled in accordance with manufacturer's specifications.

Guidelines for preparing response to be included in your proposal:

1. Manpower Estimate: Provide the skill levels and the number of direct labor hours for each level and any teaming/subcontract effort needed to remove power control units, install power control units, and check the rigging of the affected flight control system.
2. Delivery Date: Provide estimate of turnaround time to complete the task order assuming it requires fourteen (14) calendar days from the time the power control unit are shipped to the subcontractor until they are returned to your facility.
3. Special Instructions: The aircraft will be stationed at your facility.

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not be acceptable without substantial rewriting or submission of a new technical approach.

M.4 RELATIVE IMPORTANCE OF PRICE, QUALITATIVE MERIT, AND REPP

Overall, in the selection of an offeror for negotiations leading to contract award, Price, Qualitative Merit, and Relevant Experience and Past Performance will be of essentially equal importance. Further, Qualitative Merit and Relevant Experience and Past Performance, when combined, are significantly more important than price.

M.5 DETERMINATION OF RESPONSIBILITY

Prior to contract award the selected offeror, and as appropriate, subcontractor and/or teaming partners must be determined by the Contracting Officer to be responsible. If responsibility cannot be determined from the relevant experience and past performance information received, or from other sources available to the Government, additional information will be required to adequately demonstrate responsibility. Failure to demonstrate responsibility (FAR 9.104-1) may result in the Government selecting the second best value proposal.

ATTACHMENT 1

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
(FAR 52.203-8) (SEP 1995) 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)

Solicitation No. 1-136-GN.1119		ESTIMATED QUANTITIES FOR PRICE EVALUATION PURPOSES ONLY															
Item No.	Description	Base Period			First Option			Second Option			Third Option			Fourth Option			
		Est. Hours	Hourly Price	Total Price	Est. Hours	Hourly Price	Total Price	Est. Hours	Hourly Price	Total Price	Est. Hours	Hourly Price	Total Price	Est. Hours	Hourly Price	Total Price	
1	Inspection, Maintenance, Repair Contractor's Facility																
(1)	First and Second Shifts	950			1,520			1,140			0			2,993			
(a)	Aircraft Mechanic Fabrication	400			640			480			0			1,260			
(b)	Engineer	50			80			60			0			158			
(c)	QA Inspector	500			800			600			0			1,575			
(d)	NDT Specialist	100			160			120			0			315			
(2)	Overtime/Regular Aircraft Mechanic Fabrication																
(a)	Overtime/Sunday, Holidays Aircraft Mechanic Fabrication																
(b)	Overtime/Sunday, Holidays Aircraft Mechanic Fabrication																
(3)	All Other Sites (Aircraft Mech.)																
(1)	First and Second Shifts																
(2)	Overtime/Regular																
(3)	Overtime/Sunday, Holidays	2,000			3,200			2,400			0			6,301			
	Subtotal																
2	Materials, Subcontract, Travel, and Truck or Equipment Rental:																
a	Airfare																
b	Truck or Equipment Rental																
c	Per diem																
d	Car Rental																
e	Parts and Materials, and Transportation Costs as Allowable Under FAR 31.2	\$150,000			\$1,100,000			\$500,000			\$1,560,000			\$150,000			
f	Subcontract	\$150,000			\$1,100,000			\$500,000			\$1,560,000			\$150,000			
	Subtotal																
	Total Estimated Price by Year																
	Total Estimated Price for 5 Years																

Note to Offerors: Enter a price for every labor category in the "hourly price" column, and a percentage rate (may be zero) for every category under item 2 in the "handling charge rate" column. "Total price" and "handling charge amount" columns need not be completed.

SAMPLE ORDER NO. 6

Description of Work/Item of Material:

Remove the Rolls-Royce RB211-535E4 engines from the NASA 557 aircraft and transport them to an overhaul facility for major engine repair. After repair is completed, transport the engines back to NASA/Langley and reinstall the engines on the aircraft. Provide all necessary engine removal equipment, including special tools and slings, transportation stands capable of transporting engines, and transportation service. Contractor will disconnect all engine components as required for engine removal/reinstallation. Contractor will perform operational checks on the engines after installation, including engine trim and necessary adjustments.

Guidelines for preparing response to be included in you proposal:

1. Manpower Estimate: Submit skill levels and number of labor hours required for each to perform above service. Omit costs for repair at overhaul facility.
2. Delivery Date: Furnish estimate of turnaround time for removal, reinstallation and check-out of engines. Assume it takes ten (10) days to repair after removal to return the engines to NASA Langley for reinstallation.
3. Special Instructions: Removal and reinstallation of engines will be performed at NASA/Langley.

ATTACHMENT 6

CERTIFICATE OF A QUALITY MANAGEMENT SYSTEM

I certify that _____ possesses a quality
(Name of Company)
management system that complies with requirements of the International
Organization of Standards (ISO 9001) American National Standards Institute/
American Society for Quality Controls (Q9000) Series and associated
documentation. Attached is a copy of the company's Quality Management
System Manual.

Signature of Certifying Official



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TO ALL CONCERNED		(x)	9A. AMENDMENT OF SOLICITATION NO. 1-136-GN.1119
		X	9B. DATED (SEE ITEM 11) 3/1/96
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subject: NASA Request for Proposal 1-136-GN.1119 - Maintenance Service for Support of the NASA LaRC Aircraft

The purposes of the amendment are to (1) make revisions to the RFP; (2) provide questions and answers; (3) provide a list of attendees at the preproposal conference/site visit; and (4) provide information presented at the preproposal conference, held on March 14, 1996.

NOTE: The date for receipt of proposal shall remain unchanged.

(CONTINUED)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PANICE H. CLARK
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Panice H. Clark</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 3/18/96

The following is provided for information and guidance:

- Enclosure 1: Revisions to RFP
- Enclosure 2: Questions and Answers
- Enclosure 3: List of Attendees at Preproposal Conference
- Enclosure 4: Copies of Preproposal Conference Visual Slides



ENCLOSURE 1
REVISIONS TO RFP



REVISIONS TO RFP 1-136-GN.1119

The following changes or corrections are made:

A. Section B, B.1, SUPPLIES AND/OR SERVICES TO BE FURNISHED (Pages 2 and 3), is revised to include Quality Assurance Inspector and Non-Destructive Testing Specialist in the Overtime Rates and to add additional overtime categories.

Accordingly, B.1 is deleted in its entirety and replaced with revised B.1, SUPPLIES AND/OR SERVICES TO BE FURNISHED, which is hereby incorporated and attached.

B. Section H, SPECIAL CONTRACT REQUIREMENTS, is changed as follows:

1. H.2, OPTIONS (Pages 11, 12 and 13), is revised to incorporate Quality Assurance Inspector and Non-Destructive Testing Specialist in the overtime rates and additional overtime categories.

Accordingly, H.2, OPTIONS, is deleted in its entirety and replaced with revised H.2, OPTIONS, which is hereby incorporated and attached.

2. H.8, WAGE DETERMINATIONS AND FRINGE BENEFITS, is revised to incorporate the proper Wage Determination for the geographical location of the offerors.

Accordingly, H.8, WAGE DETERMINATIONS AND FRINGE BENEFITS, is amended to read as follows:

“The Register of Wage Determinations and Fringe Benefits, Number 94-2544, Revision 6, Exhibit B, dated June 20, 1995 lists the wage rate and fringe benefits for designated labor classifications which shall be the minimum paid under this contract for the areas listed in this Wage Determination. See Exhibit B for a copy of this Wage Determination. In all other geographical areas, the Wage Determination for that area shall determine the minimum paid under this contract. These determinations constitute the “attachment,” as referred to in Paragraph (a), Compensation, of Section I clause entitled, “Service Contract Act of 1965.”

3. H.9, CONSENT TO SUBCONTRACT,

“Notwithstanding the provisions of FAR Clause 52.244-3, Subcontracts (Time-and Materials and Labor-Hour Contracts) (APR 1985), the Contractor shall obtain the Contracting Officer’s consent before award of a contract exceeding \$35,000 or as required by task order.

C. Section L, L.14, CERTIFICATE OF A QUALITY MANAGEMENT SYSTEM, is revised to correct the parenthetical reference from “(ISO-9001)” to “(ISO-9001 or ISO-9002).”

D. Section L, L.15 entitled, "WAGE DETERMINATIONS," is hereby added and shall read as follows:

"Offerors located in the geographical areas listed on the Wage Determination included in the RFP as Exhibit B are required to adhere to the Wage Determination. All other offerors are required to use the most current Wage Determination for their geographical areas. Offerors not covered by the Wage Determination in Exhibit B of the RFP are required to submit a copy of their local Wage Determination with the initial proposal."

E. Attachment 6, Certificate of a Quality Management System, is revised to include compliance with ISO-9001 or ISO-9002.

Accordingly, Attachment 6, Certificate of a Quality Management System, is deleted in its entirety and replaced with a revised Attachment 6 which is hereby incorporated and attached.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (NASA 18-52.210-72)
(DEC 1988)

A. The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the required supplies and/or services in accordance with the Description/ Specifications/Work Statement in Section C.

B. Services provided under this contract shall be priced at the rates set forth below:

Item No.	<u>Labor Categories</u>	<u>Fully Burdened Fixed Hourly Rates</u>
1	Inspection, Maintenance, Repair	
	a. Contractor's Facility	<u>Base Period</u>
	(1) First and Second Shifts	
	(a) Aircraft Mechanic	\$ /Manhour
	(b) Fabrication	\$ /Manhour
	(c) Engineering	\$ /Manhour
	(d) Quality Assurance Inspector	\$ /Manhour
	(e) Non-Destructive Testing Specialist	\$ /Manhour
	(2) Overtime/Regular	
	(a) Aircraft Mechanic	\$ /Manhour
	(b) Fabrication	\$ /Manhour
	(c) Quality Assurance Inspector	\$ /Manhour
	(d) Non-Destructive Testing Specialist	\$ /Manhour
	(3) Overtime/Sunday, Holidays	
	(a) Aircraft Mechanic	\$ /Manhour
	(b) Fabrication	\$ /Manhour
	(c) Quality Assurance Inspector	\$ /Manhour
	(d) Non-Destructive Testing Specialist	\$ /Manhour
	(4) Overtime/Holidays, Saturday, Sixth Day Rate, Daily Hours Over Eight	

(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour
(5) Overtime/Sunday, Seventh Day Rate, Daily Hours Over Twelve		
(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour
b. All Other Sites		
(1) First and Second Shifts		
(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour
(2) Overtime/Regular		
(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour
(3) Overtime/Sunday, Holidays		
(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour
(4) Overtime/Holidays, Saturday, Sixth Date Rate, Daily Hours Over Eight		

(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour

(5) Overtime/Sunday, Seventh Day Rate Daily Hours Over Twelve

(a) Aircraft Mechanic	\$	/Manhour
(b) Fabrication	\$	/Manhour
(c) Quality Assurance Inspector	\$	/Manhour
(d) Non-Destructive Testing Specialist	\$	/Manhour

2 Materials, subcontracts, travel and truck or equipment rental (The Contractor shall exercise due diligence in obtaining all items at prices most advantageous to the Government.)

a. Airfare	Actual +	%
b. Truck or Equipment (rental/per day)	Actual +	%
c. Per Diem*	\$Govt. Rate +	%
d. Car Rental	Actual +	%
e. Parts and materials with transportation costs as allowable under FAR 31.205-45	Actual +	%
f. Subcontracts	Actual +	%

*NTE maximum per diem rates set forth in Appendix A, CFR Chapter 301 as amended from time to time. Appendix A may be downloaded from the Internet at www.fss.gsa.gov/perdiem.html.

H.2 OPTIONS

Priced Options/Extended Term

The Contractor hereby grants to the Government options to extend the term of the contract for four additional periods of 12 months each. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the rates specified below will apply for each option period.

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.1)	12 months	12 months	12 months	12 months

FULLY BURDENED FIXED HOURLY RATES

No. Labor Categories

1 Inspection, Maintenance, Repair

a. Contractor's Facility

(1) First and Second Shift

(a) Aircraft Mechanic	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(b) Fabrication	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(c) Engineering	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(d) Quality Assurance Inspector	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(e) Non-Destructive Testing Specialist	\$	/MH	\$	/MH	\$	/MH	\$	/MH

(2) Overtime/Regular

(a) Aircraft Mechanic	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(b) Fabrication	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(c) Quality Assurance Inspector	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(d) Non-Destructive Testing Specialist	\$	/MH	\$	/MH	\$	/MH	\$	/MH

(3) Overtime/Sunday, Holidays

(a) Aircraft Mechanic	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(b) Fabrication	\$	/MH	\$	/MH	\$	/MH	\$	/MH

(c) Quality Assurance Inspector \$ /MH \$ /MH \$ /MH \$ /M

(d) Non-Destructive Testing Specialist \$ /MH \$ /MH \$ /MH \$ /M

(4) Overtime/Holiday, Saturday Sixth Day Rate Hours Over Eight

(a) Aircraft Mechanic \$ /MH \$ /MH \$ /MH \$ /M

(b) Fabrication \$ /MH \$ /MH \$ /MH \$ /M

(c) Quality Assurance Inspector \$ /MH \$ /MH \$ /MH \$ /M

(d) Non-Destructive Testing Specialist \$ /MH \$ /MH \$ /MH \$ /M

(5) Overtime/Sunday Seventh Day Rate Hours Over Twelve

(a) Aircraft Mechanic \$ /MH \$ /MH \$ /MH \$ /M

(b) Fabrication \$ /MH \$ /MH \$ /MH \$ /M

(c) Quality Assurance Inspector \$ /MH \$ /MH \$ /MH \$ /M

(d) Non-Destructive Testing Specialist \$ /MH \$ /MH \$ /MH \$ /M

b. All Other Sites

(1) First and Second Shift

(a) Aircraft Mechanic \$ /MH \$ /MH \$ /MH \$ /M

(b) Fabrication \$ /MH \$ /MH \$ /MH \$ /M

(c) Quality Assurance Inspector \$ /MH \$ /MH \$ /MH \$ /M

(d) Non-Destructive Testing Specialist \$ /MH \$ /MH \$ /MH \$ /M

(2) Overtime/Regular

(a) Aircraft Mechanic \$ /MH \$ /MH \$ /MH \$ /M

(b) Fabrication \$ /MH \$ /MH \$ /MH \$ /M

(c) Quality Assurance Inspector \$ /MH \$ /MH \$ /MH \$ /M

(d) Non-Destructive Testing Specialist \$ /MH \$ /MH \$ /MH \$ /M

(3) Overtime/Sunday, Holidays

(a) Aircraft Mechanic \$ /MH \$ /MH \$ /MH \$ /M

(b) Fabrication \$ /MH \$ /MH \$ /MH \$ /M

(c) Quality Assurance Inspector \$ /MH \$ /MH \$ /MH \$ /M

(d) Non-Destructive Testing Specialist \$ /MH \$ /MH \$ /MH \$ /M

(4) Overtime/Holiday, Saturday Sixth Day Rate Hours Over Eight

(a) Aircraft Mechanic	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(b) Fabrication	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(c) Quality Assurance Inspector	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(d) Non-Destructive Testing Specialist	\$	/MH	\$	/MH	\$	/MH	\$	/MH

(5) Overtime/Sunday Seventh Day Rate Hours Over Twelve

(a) Aircraft Mechanic	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(b) Fabrication	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(c) Quality Assurance Inspector	\$	/MH	\$	/MH	\$	/MH	\$	/MH
(d) Non-Destructive Testing Specialist	\$	/MH	\$	/MH	\$	/MH	\$	/MH

2 Materials, subcontracts, travel and truck or equipment rental (The Contractor shall exercise due diligence in obtaining all items at prices most advantageous to the Government.)

(a) Airfare	Actual + %	Actual + %	Actual + %	Actual + %
(b) Truck or Equipment (rental/per day)	Actual + %	Actual + %	Actual + %	Actual + %
(c) Per Diem*	\$Govt. + % Rate	\$Govt. + % Rate	\$Govt. + % Rate	\$Govt. + % Rate
(d) Car Rental	Actual + %	Actual + %	Actual + %	Actual + %
(e) Parts and materials with transportation costs as allowable under FAR 31.205-45	Actual + %	Actual + %	Actual + %	Actual + %
(f) Subcontracts	Actual + %	Actual + %	Actual + %	Actual + %

*NTE maximum per diem rates set forth in Appendix A, CFR Chapter 301 as amended from time to time. Appendix A may be downloaded from the Internet at www.fss.gsa.gov/perdiem.ntml.

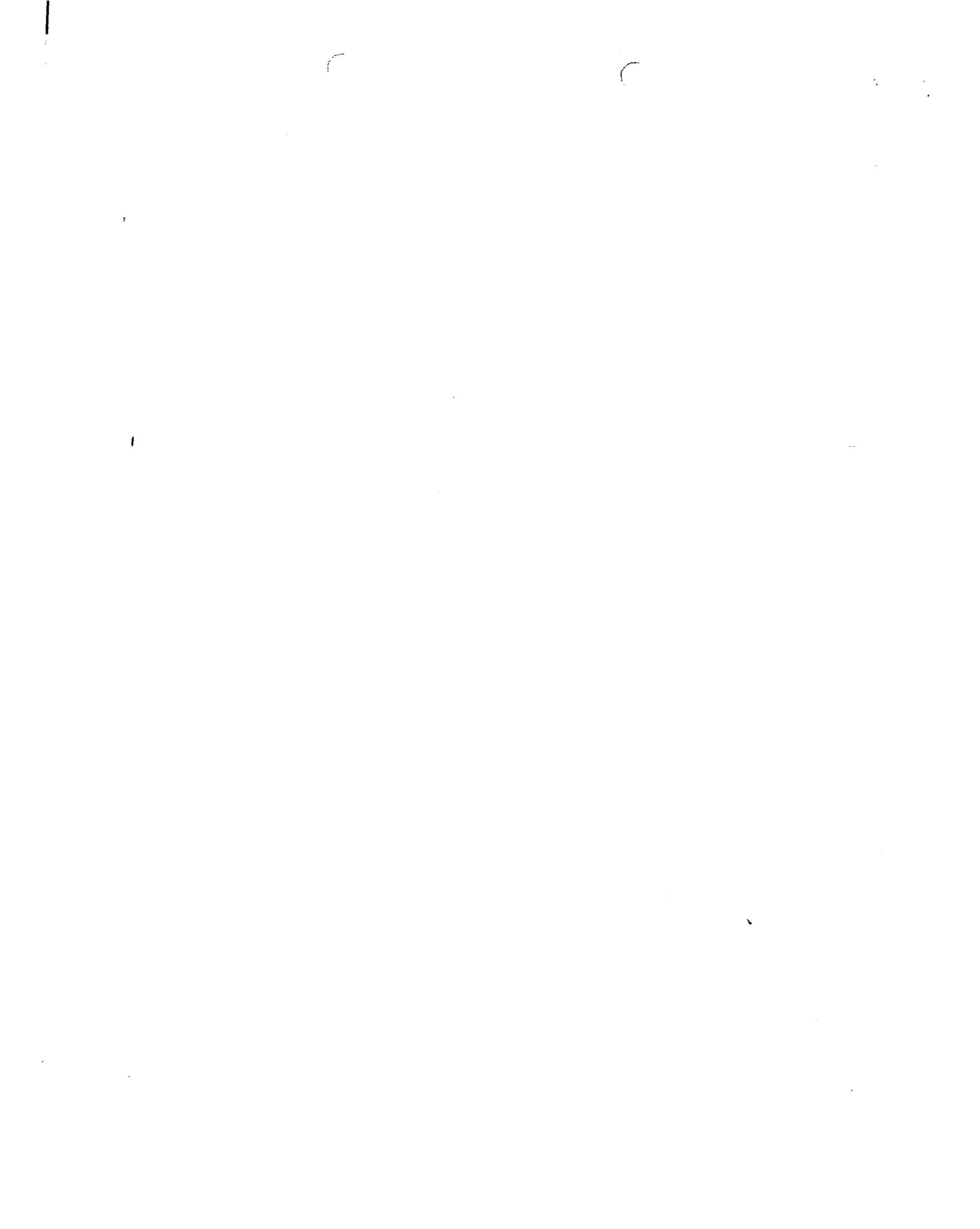
(Revised) ATTACHMENT 6

CERTIFICATE OF A QUALITY MANAGEMENT SYSTEM

I certify that _____ possesses a quality management
(Name of Company)

system that complies with requirements of the International Organization of Standards (ISO-9001 or
ISO-9002) American National Standards Institute/American Society for Quality Controls
(Q9000) Series and associated documentation. Attached is a copy of the company's Quality
Management System Manual.

Signature of Certifying Official



ENCLOSURE 2
QUESTIONS AND ANSWERS



RESPONSES TO QUESTIONS SUBMITTED FOR

SOLICITATION 1-136-GN.1119

MAINTENANCE SERVICE FOR AND SUPPORT OF THE NASA LaRC AIRCRAFT

1. Reference B.2, Ceiling Price and Rate, Page 3. Does the Government have a minimum dollar amount per year for this contract?

The Government does not have a minimum dollar amount per year for the contract.

2. Reference C.1, B.3, Page 4. Will the Government specify the tools that the Contractor shall provide to the Government for limited periods? Please define "Limited Periods"?

We cannot specify the tools required prior to the actual requirement. The Aircraft Support Branch, Flight Operations and Support Division is fully equipped to maintain the aircraft; however, occasions may arise where major repair must be completed onsite and equipment specific to that repair is involved. An example would be the engine change on the Boeing 737. This is not a routine procedure for our operation and we cannot maintain the tool inventory to cover all possible requirements. The tools would be utilized for a "limited period" -- until repair is complete. Due to the nature of our mission our goal is to keep the aircraft in flight status. Such repairs are completed as quickly as possible.

3. Reference F.1, Page 8. What is the estimated date of contract award?

The estimated date of award is June 24, 1996, with an effective date of July 1, 1996.

4. Reference H.4, Page 13. Will the Government furnish T-34 data?

T-34C data will only be supplied as needed.

5. Reference H.7. What tooling will the Government furnish?

The Government is unable to provide a comprehensive list of tooling that it will provide. Special tooling to be provided will be identified on a task order basis. The Contractor will be responsible for providing any tooling necessary to perform individual task orders that is not provided by the Government.

6. Will copies of Langley's Handbooks, LHB 1710.10 and 1710.12, be provided?

Copies of Langley Handbooks LHB 1710.10 and 1710.12 will be provided upon request.

7. To complete the SAMPLE TASK ORDER (STO) No. 1 through No. 6, will the maintenance manuals and parts manuals for the "requested work" be provide? Will the copy of AD 90-23-06 Amend. 39-6794 be provided for STO No. 5?

Copies of the maintenance manuals, parts manuals and AD 90-23-06 Amend. 39-6794 will not be provided to all offerors; however, if the offerors are unable to obtain copies of these documents, a library has been set-up at Langley Research Center and is available for all offerors to review these documents. Please contact Michael Klebitz at (804) 864-3995 between the hours of 7:00 a.m. and 3:30 p.m. for an appointment to review these documents.

8. Reference Part I, Section B, B.1.B. Can the labor categories be expanded to include Quality Insurance Inspector and Non-Destructive Testing Specialist in the overtime rates?

The labor categories have been expanded in this amendment to include Quality Assurance Inspector and Non-Destructive Testing Specialist in the Overtime Rates.

9. Reference Part I, Section B, B.1.B. Our labor contract considers holidays, Saturday or sixth day rate and daily hours over eight as time-and-a-half overtime and Sundays or seventh day rates and hours any day over 12 as double time. Can these categories be changed or can we footnote the categories to reflect our pricing?

The labor categories have been changed in this amendment to reflect these additional categories.

10. How many aircraft by type are included in the solicitation?

Currently, there are seven aircraft. There are no known plans to increase that number. However, any Langley controlled aircraft will be covered by this contract. The following aircraft are presently at NASA LaRC:

<u>Research Aircraft</u>	<u>Support Aircraft</u>
B-737	Be-200
OV-10A	UH-1H
B-757	T-34
	T-38

11. Reference Part I, Section C, C.1.A. Which aircraft are civil operated aircraft under standard FAA rules/regulations and which are aircraft under NASA's airworthiness program?

The only aircraft operated in accordance with FAA standards is the Be-200. All other aircraft are under NASA public use regulations.

12. Reference Part I, Section C, C.1.B.2. Where does Langley Research Center operate aircraft?

All our aircraft are based at the Langley Research Center. The research aircraft are subject to deployment anywhere in the conterminous United States as well as Canada and Mexico. Our long-range schedule includes 1-week deployments to Salina, Kansas; Oklahoma City, Oklahoma; North Bay, Canada; and Atlanta, Georgia. Our support aircraft are usually short-range (500 nautical miles), with the exception of the T-38A, our cross-country aircraft. Some of the more frequent destinations include Jacksonville, Florida; Cleveland, Ohio; and Houston, Texas.

13. Reference Part I, Section C, C.1.B.3, What types of specialized tooling are you expecting the Contractor to provide? Due to non-availability, can the Contractor rent/lease the tooling and then subrent/lease to NASA?

A. *(Same answer as Question No. 2) We cannot specify the tools required prior to the actual requirement. The Aircraft Support Branch, Flight Operations and Support Division is fully equipped to maintain the aircraft; however, occasions may arise where major repair must be completed onsite and equipment specific to that repair is involved. An example would be the engine change on the Boeing 737. This is not a routine procedure for our operation and we cannot maintain the tool inventory to cover all possible requirements. The tools would be utilized for a "limited period" -- until repair is complete. Due to the nature of our mission our goal is to keep the aircraft in flight status. Such repairs are completed as quickly as possible.*

B. *NASA may require the Contractor to provide items on occasion that NASA is unable to obtain. However, the cost of such items shall be in accordance with Section B, B.1, Paragraph B.2.b.*

14. Reference STO No. 1. Does NASA require RII inspection of flight controls?

Yes, but inspection is the responsibility of the Contractor unless stated otherwise in the task order.

15. Reference General, STO No. 1, 2, 3 and 6. Does NASA require advance approval of outside vendors?

Notwithstanding the provisions of FAR Clause 52.244-3, Subcontracts (Time- and Materials and Labor-Hour Contracts) incorporated into the RFP, the contract will be required to obtain Contracting Officer's consent before award of any subcontract in excess of \$35,000 or when required by a specific task order. This requirement is incorporated in the contract provisions by this amendment.

16. Reference STO No. 4. (1) Is a hanger available? (2) Any support equipment available? (3) Who procures replacement gear, NASA or Contractor? (4) Will everything under the landing gear reference part number be replaced? (5) Will the gear be received built up to the assembly part number or require assembly? (6) Will some components be cannibalized? (7) Will gear replacement be associated with

hard landing inspection? (8) When will gear become available (assume team deployment upon gear availability)?

Subparts 1, 2 & 3 of the question are answered as follows:

A hangar is available, but no jacks are available. The Contractor procures the landing gear. Subparts 4, 5 & 6, are answered as follows: The landing gear comes built-up with only clamp type components being removed from old landing gear. Subparts 7 and 8 are answered as follows: No hard landing inspection is required and landing gear is available whenever needed.

17. Reference STO No. 5. Will a copy of the AD be provided?

(Same as answer as Question No. 7) Copies of the maintenance manuals, parts manuals and AD 90-23-06 Amend. 39-6794 will not be provided to all offerors; however, if the offerors are unable to obtain copies of these documents, a library has been set-up at Langley Research Center and is available for all offerors to review these documents. Please contact Michael Klebitz at (804) 864-3995 between the hours of 7:00 a.m. and 3:30 p.m. for an appointment to review these documents.

18. Reference Part I, Section C, C.1.C.1. How can the Contractor meet FAA Repair Station requirements and use substitute parts? Will this be under NASA's exception to airworthiness? Which aircraft are involved in this program?

Section C, C.1, Statement of Work, Page 5, Paragraph C.1, states: "Department of Defense (DOD) and older aircraft may not have the availability of spare parts as newer aircraft in the commercial/ general aviation category. In such situations, NASA will work with the Contractor to substitute parts that may not meet FAA Standards. A serviceability tag will be accepted when NASA and the Contractor agree upon the condition of the part." (Example: OV-10A)

19. Reference Part IV, Section L, L.14. How many copies of the Company's Quality System Manual are to be included with the offer?

Only one copy of the Company's Quality System Manual is to be included with the offer as per Section L, L.14, of the RFP.

20. (A) Please advise as to the number and type of aircraft for Solicitation 1-136-GN.1119. (B) Also if maintenance facility will be provided, if one is available for rent on your field, or (C) if I have to provide one elsewhere.

A. For the number and type of aircraft, see answer number 11.

B. No facility is available for rent at NASA LaRC.

C. Section C, C.1, Statement of Work, Paragraph B, states, "The Contractor shall provide aircraft inspection maintenance and repair at Contractor's facility with inspection packages provided by the Government."

21. Reference I.7, Service Contract Act of 1965 and Exhibit B, Wage Determination. Will Contracting Officer provide Wage Determination for localities of various Contractors?

No, only those offerors who are located in the geographical areas listed on the Wage Determination, Exhibit B of the RFP, are required to use that Wage Determination. All other offerors are required to use the most current Wage Determination for their geographical area. In addition all offerors not covered by the Wage Determination included as Exhibit B of the RFP are required to submit a copy of their local Wage Determination with their initial proposal.

22. For the seven aircraft covered under this contract, what are the maintenance/inspection hours per aircraft over the previous contract (five years)?

During the last five years the B-757 had a complete (4C) package completed in May 1994 and the B-737 had a "C" check completed in December 1994. The remaining aircraft had no maintenance/inspection hours performed by the Contractor in the last five years.

23. For the seven aircraft covered under this contract what are the historical flight hours per aircraft over the previous contract (five years)?

The historical flight hours for the NASA Langley Aircraft are as follows:

<u>Aircraft</u>	<u>FY 91</u>	<u>92</u>	<u>93</u>	<u>94</u>	<u>95</u>
B-737	139.9	130.3	81.2	112.4	65.2
B-757	0	0	0	0	96.8
OV-10A	0	0	0	7.7	121.3
BE-200	0	0	0	0	0
T-38A	72.9	107.4	84.7	122.0	75.1
T-34C	86.4	57.2	41.1	37.1	37.7
UH-1H	0	0	33.6	17.8	60.5

NOTE: 0 = Aircraft not at Langley no historical hours.

NASA anticipates flying the above aircraft for 100 hours per aircraft per year.

24. Where is the division of responsibility between the Contractor and NASA regarding inspections etc. (i.e. "B" checks) (routine and daily items)?

"B" checks and routine daily items will not be performed on a regular basis by the Contractor. Only "C" type inspections are planned at this time. If however a "B" were requested by a task order, the NASA Representative with the aircraft would not be

"signing off" on the inspection unless he is approving an item to be used or continued in service "as is." The basic inspection is the responsibility of the Contractor with the NASA Representative making inputs as required.

25. Will NASA supply hazardous materials and chemicals for task when they are required?

NASA may supply some materials and chemicals but NASA will determine this on a task by task basis.

26. Does NASA have a Hazardous Materials Pharmacy for procurement and storage of these hazardous materials and chemicals?

NASA does not have a "Hazardous Materials Pharmacy," but for work being accomplished at NASA LaRC, NASA has hazardous material storage capability.

27. Will NASA provide hazardous waste disposal for the Contractor?

NASA will provide hazardous waste disposal only for the work accomplished at NASA LaRC.

28. Reference Part I, Section B, B.1.B, Labor Categories Aircraft Mechanics - Does this labor category include all direct labor (e.g. mechanics, electricians, painters, conditioners, etc.) except inspection and NDI/T and fabrication?

Yes, aircraft mechanic includes all direct labor with the exception of inspection, non-destructive testing and fabrication.

ENCLOSURE 3

LIST OF ATTENDEES AT PRE-PROPOSAL
CONFERENCE/SITE VIST





ENCLOSURE 4

COPIES OF PRE-PROPOSAL CONFERENCE/SITE VISIT
VISUAL SLIDES



NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION
LANGLEY RESEARCH CENTER
HAMPTON, VIRGINIA

Pre-Proposal Conference/Site Visit for
Maintenance Service for and Support of the
NASA LaRC Aircraft

REF ID: A36-GN-1119

Date: March 14, 1996

Time: 9:00 A. M.

Location: Building 1244, Room 223

PRE-PROPOSAL CONFERENCE AND SITE VISIT

MAINTENANCE SERVICE FOR AND SUPPORT OF THE NASA LaRC AIRCRAFT

Solicitation 1-136-GN.1119

Agenda

- 9:00 Opening Remarks - Tony Trexler, Technical Representative
- 9:05 Acquisition Overview - Richard Shisler, Contract Specialist
- 9:25 Technical Presentation - Tony Trexler, Technical Representative
- 9:45 Break for Site Visit
- 10:00 Begin Site Visit
- 10:45 End Site Visit
- 11:00 Questions and Answers/Concluding Remarks

OPENING REMARKS

- Welcome to NASA Langley Research Center for the Pre-Proposal Conference and Site Showing as Scheduled in RFP 1-136-GN.1119. The purpose of this procurement is to provide Aircraft Inspection, Maintenance and Repair of the Aircraft at NASA Langley Research Center which are operated as Civil Aircraft and Public use Aircraft.
- Review Agenda

OPENING REMARKS (CONT'D)

- GENERAL INSTRUCTIONS
 - All Contractor Representatives Should Sign-In On Sheet Provided
 - All Questions Must Be Submitted In Writing On The Forms Provided
 - » All questions and answers, copies of viewgraphs, and an attendance list will be forwarded to all firms on the bidder's list, as Amendment 1, following this Conference.
 - » All revisions to the RFP will be in writing; nothing said here today should be construed as a revision unless subsequently confirmed by written amendment.
 - » Written questions will be collected during the break and after the facilities tour; previously submitted questions, plus some of today's (if possible) will be addressed following the tour.

OPENING REMARKS (CONT'D)

- » All communications in reference to this RFP must be directed to Richard C. Shisler, Contract Specialist (see Section L.11 in the RFP), or in his absence, Panice Clark, Head, Grants and Services Contracts Branch.
- You may use recorders and cameras for the conference.
- Rest Rooms and Break Areas available. No smoking in Conference Room.
- The purpose of a Pre-Proposal conference is to provide a forum for briefing prospective offerors and explaining requirements. The purpose of the site visit is to provide prospective offerors an opportunity to see and inspect site and the aircraft to be serviced and maintained.

RFP FEATURES

To Provide Maintenance, Service And Support Of The
NASA Langley Aircraft

- Full and Open Competition
- Work assigned by “task orders”
- Quality Management System must comply with ISO-9001 or 2 (Company Certification Required)
- One-year base plus four one-year options
- Time and Materials with an overall contract “Not to Exceed Amount”

RFP FEATURES (CONT'D)

- Three areas of evaluation: qualitative merit; cost; and relevant experience and past performance
- Incorporates most standard clauses by title reference
- SOW describes performance-based effort utilizing Time and Materials Tasks incorporating fixed hourly labor rates and fixed indirect rates
- Technical Proposal has a requested page limitation of 75 pages

EVALUATION PROCESS

EVALUATION TEAM MEMBERSHIP

Voting

Tony Trexler, FOSD (Leader)

Ashton Brown, FOSD

Calvin Chandler, FOSD

Michael Klebitz, FOSD

Richard Shisler, AD

Recorder (non-voting)

Barbara Thompson, FOSD

Selection Official

Panice Clark, AD

EVALUATION PLAN

(FROM SECTION M)

- Evaluation Team provides initial evaluation of technical proposal using qualitative evaluation criteria; cost proposal to be examined concurrently by AD's cost staff
- Evaluation Team reviews cost, relevant experience and past performance
- Strong points and weaknesses identified and documented
- Report made to selection official

EVALUATION PROCESS AWARD WITHOUT DISCUSSION

- Contract award without discussion is preferred mechanism, from an Agency perspective
- Communications permitted for the purpose of minor clarification
- Selection and award made on basis of initial offer
- Contracting Officer has latitude to conduct discussions if later determined to be necessary

EVALUATION PROCESS (CONT'D)

USE OF DISCUSSION

FAR discussion provisions utilized if discussions become necessary

- FAR provisions permit full and open discussion
- Discussions may be oral, written or both
- Offerors within competitive range advised of deficiencies and weaknesses and give an reasonable opportunity to respond
- BAFO requested from all offerors still within competitive range
- BAFO takes form of a contractual document executed by offeror
- Selection and award made without subsequent discussion
- Award evidenced by signature of Contracting Officer on BAFO of selected offeror
- Debriefings occur after contract award

QUALITATIVE EVALUATION CRITERIA (QECs)

- Offeror's approach to performing all work covered by the Statement of Work, including supporting logistical and maintenance/inspection requirements as described in the Statement of Work, approach to integrating any proposed subcontract/teaming arrangements, and approach to meeting the 8% Small Disadvantaged Business Subcontracting Goal.
- Offeror's approach to solutions and quality control to technical problems.

QUALITATIVE EVALUATION CRITERIA (QECs) (CONT'D)

- Offeror's approach for response to customer needs which includes timeliness and ability to obtain parts. Approach to solutions for Aircraft on Ground (AOG) and routine customer needs reflecting efficient utilization of resources.
- Offeror's capabilities and facilities (including FAA Certification). Offeror's understanding of the requisite personnel qualifications and skill mix essential to the performance of contract activities and approach to recruiting and retaining qualified and skilled personnel.

QUALITATIVE EVALUATION CRITERIA (QECs) (CONT'D)

- Offeror's approach to ensuring continuous, uninterrupted support during the life of the contract
- For each sample task order, offeror's approach, deliveries, skill mix, estimate of turnaround time, number of direct labor hours for each level and any teaming/subcontract effort needed.

ASB Aircraft

AIRCRAFT	SERIAL NO.	MANUFACT.	DATE OF MAN.	OWNER	NASA NO.	DATE REC.	ENGINE MAN.	ENGINE TYPE	#1 ENG. S/N	ENGINE TYPE	#2 ENG. S/N
T-34C	GL-181	Beech	Feb-81	NAVY	509	9-May-94	Pratt/Whitney	PT6A-25	PWV-58141		
T-38A	65-10329	Northrop	65	NASA	511	16-Dec-85	Gen Electric	J85-GE-5H	231394	J85-GE-5H	231930
B-737	19437	Boeing	22-Feb-67	NASA	515	17-May-74	Pratt/Whitney	JT8D-7B	P656864	JT8D-7B	P653876
OV-10A	67-14687	N.A. Rockwell	67	NASA	524	3-Sep-91	G. AIR Research	T76-G-418	GA00020	T76-G-419	GA00545
B200	BB1081	Beech	82	NASA	529	22-Jan-98	Pratt/Whitney	PT6A-42	PCE-93544	PT6A-42	PCE-93525
UH-1H	65-08892	Bell	Jun-66	NASA	535	28-Jan-91	Lycoming	T-63-L-13B	LE22630BR		
B-757	22191	Boeing	Mar-82	NASA	557	19-May-94	Rolls-Royce	RB211-535E4	30571	RB211-535E4	30572

Avionic Packages

B-737

- COLLINS VHF
VOR/ILS/MKR NAV.
TRANSPONDER
DME
ADF
WEATHER RADAR
- NORTHSTAR LORAN/GPS
- MAGNAVOX UHF
- SPERRY FLT. DIRECTOR
- HONEYWELL ADC

B-757

- BENDIX VHF
VOR/ILS/MKR NAV.
S TRANSPONDER
DME
ADF
WEATHER RADAR
TCAS
- COLLINS HF
EICAS
EFIS
FLT. CONTROL
- SPERRY FMC
ADC
- HONEYWELL INS
- SUNSTRAND GPWS