

It is important that you furnish the information requested below and return this sheet by the earliest practicable date. Failure to respond may result in removal of your firm from our bidders source files.

**DO NOT RETURN ENTIRE PACKAGE**

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IFB/RFP No. 1-062-DAE.1132

I intend to submit a Bid/Proposal.

I do not intend to submit a Bid/Proposal for this solicitation for the following reason(s).

\_\_\_\_\_  
\_\_\_\_\_

however, please retain my name in your bidders source files for future solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

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RETURN TO:

National Aeronautics and Space Administration  
Langley Research Center  
Attn: Industry Assistance Office, M/S 144  
Hampton, VA 23681-0001

# NASA

National Aeronautics and Space Administration

Langley Research Center  
Hampton, Virginia 23681-0001

## SOLICITATION

1-062-DAE.1132

**REQUIREMENT:**

**NATIONAL TRANSONIC FACILITY OPERATIONS  
SUPPORT (NTFOS)**

**IMPORTANT NOTICES:**

This requirement is NOT a small business set-aside; however, the Contracting Officer has established a goal of 8 percent for small disadvantaged business participation (See Section L, Provision L.32).

Your attention is directed to L.33, Proposal Preparation and Submission - Special Instructions, for important information on proposal preparation. Also reference Section M for evaluation information.

The Government intends to award the contract resulting from this solicitation without discussions (See Section L.14 clause entitled Contract Award, FAR 52.215-16 (OCT 1995)--Alt II (OCT1995)). We would like 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. Therefore, 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 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. If determined necessary, discussions will be conducted in accordance with NASA FAR Supplement 1815.610

Should an Offeror require a hard copy of any Attachment which they cannot download electronically, a mailed hard copy may be requested by contacting the Bid Distribution Office at 757-864-2502, and citing this solicitation number as well as the number and title of the specific Attachment.

**NOTICE:** FOR ADDITIONAL PROCUREMENT OPPORTUNITIES AND OTHER NOTICES, CALL 1-800-PUR-NASA.

# SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)

RATING

**DO - C9**

PAGE OF PAGE(S)

**1**

2. CONTRACT NO.	3. SOLICITATION NO. <b>1-062-DAE.1132</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> <b>NEGOTIATED (RFP)</b>	5. DATE ISSUED <b>12/18/97</b>	8. REQUISITION/PURCHASE NO.
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7. ISSUED BY <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>NASA, Langley Research Center 9A Langley Boulevard, Building 1195B, Room 125 Hampton, VA 23681-0001</b>
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

## SOLICITATION

9. Sealed offers in **original and 10 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 **Building 1195B, Room 125** until **4:00 PM** local time **January 20, 1998**.  
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>Stanley W. Ward</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(757) 864-2476</b>
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## 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	40 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)
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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
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## 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:  10 U.S.C. 2304(c) ( )      41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY <b>Financial Management Office Langley Research Center, MS 175 Hampton, VA 23681-0001</b>
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

## PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SUPPLIES AN/DOR SERVICES TO BE FURNISHED (LaRC 52.211-90) (AUG 1997)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the Description/Specifications/Work Statement in Section C, C.1, below.

## B.2 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)

The estimated cost of this contract is \$\_\_\_ exclusive of the fixed fee of \$\_\_\_. The total estimated cost and fixed fee is \$\_\_\_.

## B.3 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$\_\_\_. This allotment is for \_\_\_ and covers the following estimated period of performance: \_\_\_.

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 STATEMENT OF WORK - NATIONAL TRANSONIC FACILITY OPERATIONS SUPPORT (NTFOS)

0. OVERVIEW OF REQUIREMENTS

The Contractor shall provide support for the operation of the National Transonic Facility (NTF) Wind Tunnel, primarily located at Building 1236 at NASA's Langley Research Center (LaRC). The Contractor will be located on-site for this effort. This effort includes a) tasks associated with specific wind tunnel research tests, b) routine tasks in support of the facility and its related systems, and c) supporting improvements in the NTF processes and in the facility itself. In the following Performance Work Statement, these three main areas of support are classified as:

## A. Wind Tunnel Test Initiated Tasks

## B. Facility Infrastructure Tasks

## C. Special Projects (SP)

The above lettering system of **A**, **B**, and **C** is used consistently throughout the Work Statement. **Tasks A and B** are self sustaining and on-going. **Task C** efforts will be initiated or approved (if Contractor initiated) by the Government in writing before that work is to be initiated. Historically, approximately 60 percent of the total effort falls under A, approximately 20 percent falls under B, and approximately 20 percent falls under C.

All Special Projects, and other specialized support efforts, will be initiated by Task Orders, which become Task/Test Requests(TTRs) when assigned by the COTR and accepted by the Contractor. (See G.4.) Any TTR will detail whether it represents an **A**, **B**, or **C** task as defined in Section 0., directly above. Task Order/TTRs are to be tracked by the Contractor through task completion.

**1. OPERATIONS****A. Wind Tunnel Test Initiated Tasks**

- 1.1. The Contractor shall perform the work required on standardized checklists controlled by the Langley Handbook (LHB) 1740.4 configuration management system to accomplish pre-operation and post-operation tasks. These checklists include, but are not limited to, the LN2 supply system, the main drive system and auxiliaries, cooling water, high-pressure air and steam, and the hydraulic systems.
- 1.2. The Contractor shall operate the Model Preparation Area (MPA) cryogenic chamber, monitor the system and test article, and shutdown the system as required in accordance with Integrated Operating Procedure (IOP) IOP-108. The operator shall be qualified in accordance with Facility Operator Certification Document and certified by the Facility Safety Head. The National Transonic Facility (NTF) has three Model Preparation Areas (MPAs) utilized to perform pretest installation, checkout, and calibration of test models and associated components. One of these areas, commonly known as MPA #3, is unique from the other two bays (MPA #1 & MPA #2). MPA #3 has the system capability to thermally cycle a test model throughout a temperature range of -320°F to +150°F utilizing a portable cryogenic chamber enclosure. The operation of this cryogenic chamber requires operators to be at the control panel over a two shift period. Typically, on the second shift, the cryogenic chamber is beginning the process of being conditioned or warmed after the checkout activities performed on the first shift.
- 1.3. The Contractor shall operate and maintain the Liquid Nitrogen (LN2) Off-Loading & Storage for the facility's nitrogen tanks in accordance with Standard Operating Procedures (SOP)-01A and SOP-01C, including but not limited to the 900K gallon tank, the 250K gallon tank, the 6K gallon dewar, and the 3K gallon dewar. This includes the piping, pumping, and valving systems. This effort shall include timely responses to requests for filling the 50 gallon dewars with LN2 as required by the MPA operator. The Contractor shall coordinate the delivery of LN2 to the facility with the LN2 supplier, PRAXAIR. PRAXAIR is a Government Contractor, and the Government is responsible for maintaining that contractual relationship. PRAXAIR's LN2 Supply Line is connected to the NTF by a transfer line from their facility located nearby at 3201 North Armstead Ave., Hampton, Virginia. PRAXAIR is responsible for the transfer line up to valve 3500L & 3677N (Facility Drawing LD-1006193 & LE-944286). The Contractor shall be responsible for the LN2 system downstream from valve 3500L & 3677N.
- 1.4. The Contractor shall support two shift operation (7:00am-11:45pm) of the NTF, 5 days a week, with provisions for non-scheduled work (long shifts, additional shifts) as requested by the Contracting Officer Technical Representative (COTR). The NTF historically can meet the scheduled program requirements within a normal work week; however, there are times when additional effort is required outside the normal 2 shifts or on weekends in order to meet critical program goals and milestones. This estimated effort is typically an additional 8 work-hours per month. The Contractor will receive notification of non-scheduled work at least 2 shifts in advance by the Facility Manager or the COTR. The Contractor shall operate the systems identified in IOP-24-1, IOP-100, IOP-101A-J, IOP-102A-C, IOP-103A, IOP-104A, IOP106A-D, IOP-107A, with qualified, certified operators.
- 1.5. All IOP operations shall be performed in accordance with the NTF's Standard Operating Procedures (SOPs) and their associated check lists (reference the IOPs for the specific SOPs). These SOPs are maintained in the NTF library. The contract personnel must be certified as operators by NASA. The certifications

required are defined in accordance with the NTF Facility Resume. To be certified, an operator must review and understand the applicable safety documentation, establish working knowledge of the associated hardware in the respective area of responsibility, and be capable of following written operation procedures/checklists for proper tunnel operations. The Facility Safety Head will certify contract personnel via letter to the COTR and Contractor's on-site manager. The following systems shall be operated by the Contractor:

- 1.5.1. Process Controls -- The Contractor shall operate the following subsystems (SOP-04, SOP-05, SOP-08, SOP-10, SOP-10B):
  - 1.5.1.1. Reynolds Number Control System
  - 1.5.1.2. Pressure Control System
  - 1.5.1.3. Temperature Control System
  - 1.5.1.4. GN2 Vent System
  - 1.5.1.5. LN2 Flow Control System
  - 1.5.1.6. LN2 Supply System
  - 1.5.1.7. LN2 Storage System
  - 1.5.1.8. LN2 Transfer (800 ton tank)
  - 1.5.1.9. LN2 Transfer (3000 ton tank)
  - 1.5.1.10. Cooling Tower
  - 1.5.1.11. Cooling Coil
  - 1.5.1.12. High Pressure Air System
  - 1.5.1.13. Miscellaneous Hydraulics System
  - 1.5.1.14. Vent Stack Valves, Fans, and Burners
- 1.5.2. Drive/Mach System -- The Contractor shall operate the following subsystems (SOP-07, SOP-12A-H):
  - 1.5.2.1. Drive Controls System
  - 1.5.2.2. Mach Number Control System
  - 1.5.2.3. Inlet Guide Vane Control System
  - 1.5.2.4. Inlet Guide Vane Hydraulics System
  - 1.5.2.5. In addition to operating the above systems, the Contractor shall communicate with the Langley Power Dispatcher in order to arrange for the necessary electrical power for the test and for visual observation of the model of instability and potential failure (via closed circuit television) during testing.
- 1.5.3. Model/Data System -- The Contractor shall operate the following subsystems (SOP-09A-C, SOP-13):
  - 1.5.3.1. Pitch System
  - 1.5.3.2. Roll System
  - 1.5.3.3. Tunnel Parameter Control System
  - 1.5.3.4. Research Data Acquisition
  - 1.5.3.5. Pitch Hydraulics System

**1.5.3.6. Balance Cooling/Heating System****1.5.3.7. Test Section Movable System**

- 1.6. The Contractor shall perform tunnel post test inspections per IOP-106B. The Contractor shall report anomalies of inspection to the Facility Safety Head in writing within 4 hours of procedure completion.
- 1.7. The Contractor's on-site manager and the personnel assigned to the test program, shall maintain active participation in meetings including, but not limited to, daily shift, pre-test, post test, and weekly operations meetings. The purpose of these meetings is to assure that the required coordination, integration and communication of the various activities occur in a timely and systematic manner.

**B. Facility Infrastructure Tasks**

The Contractor shall operate, maintain, calibrate, periodically test, and troubleshoot false alarms for the O<sub>2</sub> monitoring systems located at Building 1236 (NTF), Building 1236A through 1236D, Building 1242 (the adjoining 0.3 Meter TCT), Building 1235 (Variable Frequency), and Building 1241 (Drive Control) in accordance with the procedures set forth in SOP-18A. Calibrations of the O<sub>2</sub> monitoring systems are mandated by the LaRC Metrology Office and shall be performed according to schedule (see *Attachment 7*) and shall be reported to the Metrology office. These systems have components located throughout the facilities, including central, portable, and stand-alone sensors. The reliability of the O<sub>2</sub> monitoring systems is critical for the safety of the personnel located at the NTF.

**C. SP Initiated Tasks**

The Contractor is responsible for generating new checklists and procedures for system modifications, new equipment, and continuous process improvements.

**2. MAINTENANCE****A. Wind Tunnel Test Initiated Tasks**

The Contractor shall be knowledgeable of the systems and procedures for the checklists, IOPs, and SOPs listed in section 1.0 above, and shall provide alternative actions, i.e. repairs and/or adjustments, within 15 minutes of a discovered problem. During a Wind Tunnel Test, the Contractor shall troubleshoot and replace inoperable components or perform on-site repairs to minimize tunnel unscheduled downtime as anomalies occur. The NASA Facility Manager will prioritize the repairs and have the final authority for initiating the repairs/adjustments.

**B. Facility Infrastructure Tasks**

- 2.1. The Contractor shall maintain the following areas in proper condition/neatness in order to facilitate effective operations: the control room, the main drive room, the basements in the area of the high-pressure air reducing station and the hydraulic systems, the second floor on the far side of the tunnel, the LN<sub>2</sub> tank and transfer areas, and Building 1236A, 1236B, and 1236D.
- 2.2. Preventative Maintenance - The Contractor shall perform preventative maintenance on the following systems: main drive motor, high-pressure hydraulic systems, cooling water pumps and heat exchangers, high-pressure air and steam distribution systems, standby diesel generator, liquid nitrogen supply and distribution systems, and the related controls and protective devices. The Contractor shall maintain all auxiliaries up to the last joint before bearing on the main drive motors (not to include electric drive motor and breaker maintenance). These controls and protective devices include, but are not limited

to, flow meters, pressure switches, temperature switches, and level indicators. The schedule for Preventative Maintenance is defined by the facility and/or the FSSD maintenance printouts and is driven by procedures, such as Preventative Maintenance Procedures Maintenance Inspection Procedures, and Maintenance Operations Procedures. The Contractor shall complete all scheduled preventative maintenance by the required date specified in the PM, PMP, MIP, or MOP procedures or as specified by TTR from the Facility manager with exceptions for deferrals authorized by the COTR and/or the Facility Manager.

- 2.3. Procurement of Parts - The Contractor shall identify, specify, store, and maintain adequate spare parts for all systems in the area of responsibility, including but not limited to plant systems and instrumentation. The Contractor shall generate the list of required spare parts in conjunction with the Facility Manager. These spare parts will be procured by NASA in accordance with Government procurement procedures. The Contractor shall provide information for Government Purchase Requests (PRs) as requested by the Government to replace consumed inventory as part of the inventory maintenance task requirement. The Contractor shall provide information for Government PRs within 5 days after such a request. The Contractor shall conduct market surveys for best-value acquisitions, make price comparisons, and provide a tracking process for purchases. The Facility Manager will be the interface between the Contractor and the NASA Acquisition Division for the procurement of spare parts. The Contractor shall provide receipt/inspection for all parts (ADP equipment, instruments, calibration equipment, etc.) shall be processed through the NASA Equipment Management System (NEMS) procedure.
- 2.4. Card Key System - The Contractor shall operate and maintain the Card Key system (software and hardware) which shall allow access to the facility and controls designated safety zones within the facility during operations. The Contractor shall provide a safety briefing for all personnel prior to issuing a Card Key. The Contractor shall make all Card Key updates within 24 hours of receipt of work orders from Facility Safety Head. A Card Key distribution list shall be kept current at all times by the Contractor.

### 3. INSTRUMENT SUPPORT

#### A. Wind Tunnel Test Initiated Tasks

- 3.1. The Contractor shall install, configure, calibrate, operate, modify, maintain, and verify research, tunnel, and Model Preparation Areas (MPA) related instrumentation systems on a per test basis, as defined by test plan and test process. This support includes the devices utilized for scientific measurements of research, tunnel processes, pre-test, and post-test processes performed in the three MPAs. These instrumentation systems include, but are not limited to: Electronically Scanned Pressure (ESP) System, pressure, temperature, balance, Angle of Attack (AOA), Mach number, ground current, video, Temperature Sensitive Paint system, Pressure Sensitive Paint system, and special instrumentation. The Contractor shall ensure daily status of these instrumentation systems in accordance with established standard checklists, IOPs and SOPs listed in Paragraph 1.5. The Contractor shall have the tunnel instrumentation systems (Research and Process, and MPA) fully operational at the time of facility test operations.
- 3.2. The Contractor shall configure and operate the Balance Dynamic Display Unit (BDDU) and the Critical Point Analyzer (CPA) as outlined in IOP-107A. The Contractor shall provide the configuration data to the Facility Safety Head 2 work days prior to the start of model installation in the test section. The Facility Safety Head will provide authorization to the Contractor to proceed with the set-up.

**B. Facility Infrastructure Tasks**

The Contractor shall provide technical support, input, feedback, and coordination to ensure orderly implementation, integration, and operation of the facility instrumentation systems. The Contractor shall troubleshoot and replace/repair inoperable components or instruments in order to minimize tunnel unscheduled downtime. Modifications and maintenance of the instruments shall not adversely impact the Wind Tunnel operating schedule. The NASA Facility Manager will prioritize the repairs.

**4. INSTRUMENTATION CALIBRATION****B. Facility Infrastructure Tasks**

The Contractor shall perform routine checks on the operation and the accuracy of the facility instrumentation and re-calibrate as required without impacting tunnel daily operations. The Contractor shall maintain the calibration records to ensure that 100% of the facility measurement devices are maintained within the calibration sticker time frame and have current calibration documentation. The Contractor shall update the calibration records within three days of the performance of the calibration or of the receipt of a calibrated instrument (if the instrument was calibrated by a LaRC designated calibration Contractor; otherwise, the Contractor shall then notify the NASA Facility Manager of the potential need to have the newly-received instrument calibrated).

**5. DATA ACQUISITION****A. Wind Tunnel Test Initiated Tasks**

- 5.1. The Contractor shall provide research instrumentation/data acquisition set-up (configuration) files for data acquisition and on-line reduction as defined in Administrative Instruction Procedure (AIP)-29, including the model information sheet and data channel definition sheets. The Contractor shall have the Setup (configuration) files ready within one (1) shift after receiving instructions from the Facility Manager or Test Engineer (*see Attachment 11*). The Contractor shall work with the NASA test engineer, research engineer, data quality engineer, and customer to define and check test information. The Contractor shall make configuration changes to the data system within 30 minutes of the request by the NASA test engineer, or within a greater time as specified by the NASA test engineer.
- 5.2. The Contractor shall provide process instrumentation/data acquisition setup (configuration) files consistent with the documented tunnel and instrumentation configuration. The Contractor shall have the Setup (configuration) files ready within one (1) shift after receiving instructions from the Facility manager or Test Engineer. The Contractor shall work with the NASA test engineer, the data quality engineer, and FSSD personnel to define and verify the tunnel information. The Contractor shall make configuration changes to the data system within 30 minutes of the request by the NASA test engineer, or within a greater time as specified by the NASA test engineer.
- 5.3. The Contractor shall provide on-line troubleshooting and corrective action of the software during tunnel operation.
- 5.4. The Contractor shall provide instrumentation/data acquisition setup (configuration) files and perform the data reduction, generate reports, and format the data for transmittal to the research customer. The NASA test engineer, research engineer, and data quality engineer will provide standard NTF transmittal formats that will be used by the Contractor 10 days before the test.

- 5.5. The Contractor shall provide Data Systems Engineering (DSE) support in the control room at all times during the following tunnel operations:
  - Instrumentation checkout (leak checks, functional checks);
  - Instrumentation calibrations;
  - Model weight tares;
  - Warm-up and cool-down of tunnel;
  - Wind-on tunnel operation.
- 5.6. The DSE support shall include these functions:
  - 5.6.1. Perform the configuration of the NTF's data system during the above test operations.
  - 5.6.2. Perform the configuration and support of the on-line research plotting system.
  - 5.6.3. Perform the off-line data reduction.
  - 5.6.4. Perform the operation and monitoring of the Process Computer System (PCS), monitor and evaluate the alarms and alerts from this system, take corrective action based on the alarm/alert condition, and notify the Facility Safety Head of the condition.
  - 5.6.5. Perform the operation and monitoring of the Balance Dynamic Display Unit (BDDU).
  - 5.6.6. Perform the operation and monitoring of the Balance Critical Point Analyzer (CPA).
  - 5.6.7. Process and track test equipment and test supplies.
- 5.7. During tunnel operations, the Contractor shall respond to problems and/or configuration changes in the instrumentation/data acquisition systems in an efficient and timely manner by analyzing the fault condition, designing a corrective action, and implementing the corrective action. Potential changes include, but are not limited to, NEFF channels, ESP configuration, on-line plot configuration, SAMMI displays, and instrumentation configuration. The timely resolution of anomalies is critical to the successful completion of the test, therefore the Contractor must be prepared to interact with the Test Engineer, Facility Safety Head, Facility Manager, customer, and other tunnel support personnel and implement problem resolutions.
- 5.8. The Contractor shall develop and maintain test documentation utilizing AIP-29. Thorough technical documentation shall be required for configuration management. This documentation shall be available 1 day prior to model installation. Changes shall be documented within one day.

## 6. **DATA REDUCTION**

### A. **Wind Tunnel Test Initiated Tasks**

After the data has been acquired from a test, the Contractor shall provide the correct reduced data for a run set in transmittal format for research engineer and/or customer within (1) one hour of receipt of the NASA test engineer supplied data reduction instruction sheet (*Attachment 6*).

At the request of the NASA test engineer and/or data quality engineer, the Contractor shall perform the re-reduction of the test run set to include additional corrections per instruction sheet. The Contractor shall provide a set of final, reduced data in transmittal

format on acceptable media such as optical disk, 4mm digital tape, or electronically at the request of the NASA test engineer, research engineer, and/or customer. The preferred mode of data transfer is electronic. The Contractor shall work with NASA personnel to insure data has been reduced, as instructed, and is accurate. The Contractor shall provide correct, final, reduced data that shall be available for the research test engineer and/or customer within three (3) shifts after request has been received.

**C. SP Initiated Tasks**

The Contractor shall provide independent checkpoints on research data when directed by TTR, using the NASA supplied off-line software. The software is available to check tunnel parameters, Euler rotations, temperature compensation, and balance interactions.

The Contractor shall implement new independent software, as needed and requested by TTR, to verify and correlate the research data.

**7. INFORMATION TECHNOLOGY**

**A. Wind Tunnel Test Initiated Tasks**

The Contractor shall provide emergency playback of tunnel/model RCS and PCS data in emergency situations within 5 minutes of the request by the Test Engineer, Facility Manager, or the Facility Safety Head.

**B. Facility Infrastructure Tasks**

- 7.1. The Contractor shall provide to the Facility Manager and the COTR: quarterly financial status reports reflecting the cost of operation, man-hours reports, productivity reports, projects status reports, and procurement items reports in order to monitor the facility operation and productivity.
- 7.2. The Contractor shall operate, upgrade, and maintain the computerized archival and retrieval system for: (A) process data from the PCS, (1) all process data, including tunnel analog data, temperatures from the Temperature Monitoring Scanner (TMS), and data from the three NTF microprocessors and sequencers, (2) software source code, (3) software object code, (4) all process configuration and setup files used during testing, and (5) any test specific process data needed for tunnel safety, productivity, maintenance, and enhancements. Process data shall be archived on 4mm digital tape as file space fills or at the end of the shift; (B) research data from the RCS, (1) all research data, (2) software source code, (3) software object code, (4) all test configuration files, and (5) any test specific information or test specific software, software source code, report processing files, data transmittal definition files, and other test specific information. The Contractor shall retrieve and transmit the data to the test engineer, customer, Facility Manager or COTR within two (2) hours of the request. The data shall be in a format and file system which can be universally read or translated by common word processing programs, spreadsheet programs, or database programs. Research data shall be archived on optical disk within one (1) shift, following the end of test program.
- 7.3. The Contractor shall maintain existing naming conventions for files as a means of identification. The Contractor shall document and describe any changes and/or updates as specified through the TTR mechanism. The Contractor shall adhere to naming conventions 100% of the time. Naming conventions are used as the tracking device for test research data and are therefore critical in maintaining historical records of tests and configuration control.
- 7.4. The Contractor shall provide, operate, and maintain: (1) a historical database to track all changes to the facility Automated Data Processing (ADP) hardware and

software configuration, (2) file level configuration control of archived files and current files, (3) a "run configuration" which will be "frozen" at the beginning of a test program and changed only by authorization of the NASA-test engineer or data quality engineer. The Contractor shall follow written configuration control procedures and maintain an operating "run configuration" all the time.

- 7.5. The Contractor shall operate and maintain the TTR database for global system tracking and the Problem Failure Report (PFR). The Contractor shall provide the monthly TTR/PFR summary of activities in a listed and graphical format. The TTR and PFR forms is approved by the Facility Manager. Any updates to the TTR regarding deliverables and/or delivery dates shall be made by the COTR. The Contractor shall provide both historical and current TTR/PFR tracking and filing as part of the facility operation for safety and project management activities. The Contractor shall distribute the TTRs/PFRs identified for distribution and track the open/closed status of each item. The Contractor shall provide Open/Closed status of the TTR/PFR database within 15 minutes of a request for the status report by the Facility Manager, Facility Safety Head, or COTR. The Contractor shall distribute the new TTR/PFRs daily during normal business days. The Contractor shall operate, update, and maintain the TTR/PFR database on a daily basis for 2 shift operation. The Contractor shall have less than five errors or discrepancies on the TTR/PFR database printout and 100% accountability for all TTR/PFR folders.
- 7.6. The Contractor shall operate, update, and maintain the Problem Reporting and Corrective Actions (PRACA). The Contractor shall operate, update, and maintain the PRACA log on a daily basis for 2 shift operations.
- 7.7. The Contractor shall provide facility drawing retrieval, reproduction, and distribution support as requested by the Facility Manager, Facility Safety Head, Test Engineer, or COTR for the facility projects, configuration and facility information. The Contractor shall deliver a copy of a NTF facility drawing within 1 hour of the request by the Facility Manager, Facility Safety Head, Test Engineer, or COTR.
- 7.8. The Contractor shall provide an Emergency Response Team (ERT). All ERT members will meet the LaRC qualifications. The NASA Facility Safety Head will approve the Contractor's planned ERT staffing to ensure that it is staffed with qualified personnel.
- 7.9. The Contractor shall develop, update, and maintain a database of critical items and spares identified in paragraph 2.4.
- 7.10. The Contractor shall operate, update, and maintain a tracking record database of hazardous material storage/waste. The Contractor shall update and maintain the Material Safety Data Sheet (MSDS) records of all items procured at the NTF within 24 hours of material receipt by the Facility.
- 7.11. The Contractor shall provide written data management procedures within 1 month of the beginning of the contract to the Facility Manager, Facility Safety Head, and COTR. The Procedures will be approved by the NTF's Facility Manager. Procedures shall be updated and/or changed by the TTR and completed within the specified time. All Contractor data management activities shall adhere to these procedures 100% the time.
- 7.12. The Contractor shall maintain an accurate listing of the software codes used by microprocessors. A current listing of the codes are to be kept in control room 100% of the time and updated within 24 hours of any changes.
- 7.13. NTF Technical Library - The Contractor shall operate, update, and maintain the NTF technical records, facility baseline documentation, operating procedures,

facility configuration management documents, and user files. The user files shall include, but are not limited to, all correspondence, model and test hardware descriptions, design, structural analyses, quality assurance plans and reports, test plans, data, test logs, and final data reports. These documents shall be kept filed in designated and clearly labeled locations for easy retrieval. The Contractor shall reproduce and distribute updated facility documents and maintain facility work logs. The Contractor shall log items and documents in the system, file, index, and update the items/documents/index within one (1) day of receipt by the Contractor. The Contractor shall retrieve any item in the library within fifteen (15) minutes upon request by the Facility Manager, Facility Safety Head, Test Engineer, or COTR. The Contractor shall maintain 100 percent accountability for items that are checked out by NASA or Contractor personnel. The Contractor shall maintain the library in a neat, orderly appearance.

## 8. ADP SYSTEMS ADMINISTRATION

### A. Wind Tunnel Test Initiated Tasks

The Contractor shall operate and maintain the graphical user interface (currently SAMMI by Kinesix). During tunnel test operations, the SAMMI Graphical User Interface shall be operational and running efficiently and the on-line research graphics system shall be correctly configured per test instructions.

### B. Facility Infrastructure Tasks

- 8.1. The Contractor shall maintain hardware and software redundancy for the data reduction procedure so that the NTF shall not be limited to run from a single workstation, i.e., the Contractor shall assure that the computer hardware and software required to perform the data reduction is not limited to one machine.
- 8.2. The Contractor shall provide, implement, and maintain formal written system administration procedures within 1 month of the start of the contract subject for the approval of the Facility Manager. Procedures shall be updated and/or changed and completed within the specified time. All computer system administration activities shall adhere to these procedures 100% of the time. The Contractor systems administration duties shall not interfere with wind tunnel scheduled operations. The tunnel's computer systems shall be completely operational 100% of the time during wind tunnel operations. The Contractor shall: update and maintain the current version of operating systems on all computers (with the exception of HP3), to be updated at a time so as not to interfere with tunnel operations; maintain the NTF local network at all times so as to minimize traffic and optimize throughput of information; maintain file systems on all computers; maintain user accounts as needed by contract personnel and as requested by the Facility Manager, Facility Safety Head or COTR; provide a written schedule for periodic backup of all computers and perform these backups per schedule so as not to interfere with tunnel operations; provide on-line system troubleshooting; implement any new versions of third party software; provide, implement, and maintain system security both global and internal; work with NASA personnel to insure proper security of data at the NTF, including and customer's proprietary data; and make necessary changes to operating system configuration to implement/change data system hardware.
- 8.3. The Contractor shall perform the system administration duties for the entire operational data system LAN. These duties include, but are not limited to, intimate working knowledge of UNIX operating systems, C programming language ability, network communications and protocols ability, device drivers knowledge, file systems knowledge, and the WINDOWS environment knowledge. These duties also include a working knowledge of the third party

software packages currently being used at the NTF - SAMMI, and SL-Graphical Modeling System. The computer systems to be included are RCS (Modcomp), PCS (Modcomp), MPA (Modcomp), all display and development workstations (SUN), file server currently referred to as "Columbiad" (SUN), and the file server commonly referred to as "HP3" (HP9000-835).

- 8.4. The Contractor shall operate, update, and maintain under configuration control the software library which includes a development and a run-time library. The Contractor shall maintain the source and object codes for each of these libraries and the current operating system and associated job control shell scripts.
- 8.5. The Contractor shall operate, update, and maintain the system administration of facility electronic drawings including proper filing, backup, retrieval, and maintaining a current database of facility drawing listings according to systems. The Contractor shall update the electronic drawing database within 1 day after changes are submitted.
- 8.6 The Contractor shall provide test specific software as required by the Wind Tunnel Test. This test specific software is typically a modification of the baseline code.

## 9. ADP SOFTWARE

### A. Wind Tunnel Test Initiated Tasks

The Contractor shall operate, upgrade, and maintain the on-line research graphics system to include software maintenance and upgrades, test set-up, and historical test database using current third party software (GL-Graphical Modeling System). All software maintenance, enhancements, and test specific software/hardware will be prescribed by the Government. The Contractor shall implement software changes by instruction and authority of the approved Change Notification Sheet (CNS) which will be provided. The Contractor shall complete the changes within four (4) hours of scheduled implementation.

### B. Facility Infrastructure Tasks

- 9.1. The Contractor shall upgrade, and maintain software modifications to support the following activities: Testing, Instrument changes, Research Devices, Calibrations. All software modifications shall be prescribed by the TTR. The Contractor shall implement software changes by instruction and authority of the approved TTR which will be provided.
- 9.2. The Contractor shall operate, upgrade, and maintain software support for the following control systems: 1) The Tunnel Process Control (TPC) system which consists of three microprocessors utilizing an Intel Multibus architecture with a variety of independent processor controls boards. The first microprocessor, Micro A, is responsible for control of the Tunnel's Mach number, temperature, and pressure. The second microprocessor, Micro B, is responsible for tunnel safety, including model protection. The third microprocessor, Micro C, is responsible for fan speed, model pitch, and model roll control. 2) The Temperature Monitoring System (TMS) which provides a computer interface between the tunnel temperature sensors and the PCS. The TMS microcomputer collects temperature data from five remote data acquisition systems, converts the data to temperatures, and formats the information into one report which is sent to the PCS. Heater Process Controller, PC based, is also part of this system. This combined system reports and automatically controls the amount of heat applied to the tunnel mechanical actuators during cryogenic operation. The PCS is a troubleshooting tool used to analyze MPC system problems and is

capable of modeling the tunnel's automated process. There is also a Schlumberger data logger, monitoring 22 channels of data. The Video System (VS) consists of approximately 16 remote cameras located in the test section for the purpose of surveillance and flow visualization data recording. The VS also requires process control of associated camera purge lines and heaters utilized to condition the cameras in the harsh tunnel environment.

- 9.3. The Contractor shall maintain all three control systems so that the systems are 100% operational for each scheduled test or as directed by the Facility manager. The Contractor shall implement software changes by instruction and authority of the approved Change Notification Sheet (CNS) which will be provided. The Contractor shall complete the changes within four (4) hours of scheduled implementation.

**C. SP Initiated Tasks**

The Contractor shall provide, update, and maintain ADP software and software enhancements. All software maintenance, enhancements, and test specific hardware will be initiated by TTR and shall be completed by the date specified on the TTR. The Contractor shall implement software changes by instruction and authority of the approved Change Notification Sheet (CNS), if associated with paragraph 9.2, which will be attached to the TTR. The Contractor shall make software enhancements to increase productivity, improve data quality, enhance data presentation, and implement third party software and/or interfaces. All software modifications shall be prescribed by the TTR. The Contractor shall complete the changes within four (4) hours of scheduled implementation.

**10. NETWORK ADMINISTRATION**

**A. Wind Tunnel Test Initiated Tasks**

- 10.1. The Contractor shall operate, upgrade, and maintain the network communications between the PCS (ModComp), the RCS (ModComp), the various display terminals (Sun workstations), and network peripherals. During tunnel operations, the Contractor shall maintain all such network communications and interfaces so that they will be up and functioning properly at least 98% of the time.
- 10.2. The Contractor shall operate and maintain the interface to the video system, the on-line research graphics system, and any other systems as defined by "pre-test" requirements. During tunnel operations, the Contractor shall maintain all network communications and interfaces to the video system, on-line graphics system, wall-interference system, or other systems must be up and functioning properly 98% of the time.

**11. ENGINEERING SERVICES**

**SP Initiated Tasks**

- 11.1. The Contractor shall review associated model documentation to assure compliance with LHB 1710.15, "Wind Tunnel Model Systems Criteria" and, as needed, perform detailed level 3 analysis (loads, stress, fatigue, fracture mechanics, deformation, vibration, divergence, and thermal) of models, stings, and other model related systems and support hardware entering the facility for testing. The Contractor shall identify computer codes necessary to perform the required analysis. Utilizing drawings and model stress analysis, 2 weeks prior to the start of model installation in the test section, the Contractor shall provide an independent, third party review of models, stings, and other model related

systems and support hardware; documenting discrepancies; and recommending approaches for waiver.

- 11.2. The Contractor shall provide inputs for model protection systems as directed by the facility standard operating procedures.
- 11.3. The Contractor shall provide project management support for specific projects including cryogenic systems that require (design, furnish, install) specifications as defined by the TTR. The project management activities shall include, but not be limited to, project planning and scheduling, design and design review reporting, procurement, fabrication, installation, and documentation. In addition, these activities may require specifications on requested task, procurement support and tracking of fabricated items, and their associated material travelers.
- 11.4. The Design/Documentation support includes design activities as requested by the TTR to provide sketches and graphics, as well as updating current drawings. Drawings shall be updated and distributed, as well as maintained in accordance with established configuration management program policy (LHB 1740.4). The Contractor shall provide design drawings in support of the TTR requests related to facility modifications, upgrades, and repairs. The Contractor shall provide AutoCad sketches 24 hours after receiving the request. The Contractor shall deliver drawing updates (in AutoCad format) as described by date specified on the TTR.

## 12. SAFETY

### A. Wind Tunnel Test Initiated Tasks

The Contractor shall provide trained emergency team members for model accesses/changes while utilizing Self - Contained Breathing Units (SCBUs). This will consist of minimum teams, on station at the near-side and far-side of the access housings, which are trained to implement the appropriate Integrated Operation Procedures (IOPs) for that function. The Contractor team shall be on station at least 95% of the time, and communicating with the NASA Access Team Group Leader within 3 minutes of the request.

### B. Facility Infrastructure Tasks

- 12.1. The Contractor shall train and maintain fully staffed emergency teams to respond to LN<sub>2</sub>/GN<sub>2</sub> spills and alarms. This will include securing the area of responsibility and assisting fire and/or medical personnel as needed. Minimum qualifications and/or certifications for the emergency team members will include successful training in the facility SCBU and Cardiopulmonary Resuscitation (CPR). When the alarm sounds, the Contractor shall have a minimum team on station and communicating with the Facility Safety Head or the emergency team Group Leader within no more than 2 minutes. Quick response to an emergency is essential.
- 12.2. The Contractor shall maintain and coordinate two Satellite industrial waste disposal areas at the facility. The Contractor's responsibility shall be to assist the Facility Safety Head to monitor and coordinate with the LaRC waste disposal activity for removal of both the hazardous and non-hazardous waste.

## 13. CONFIGURATION CONTROL

### B. Facility Infrastructure Tasks

- 13.1. The Contractor shall submit redline drawings for proposed changes to the PCS. The Contractor shall maintain 100% configuration control of the wiring from the

microprocessors to the first terminal block junction commonly known as the "KJ Boards".

- 13.2. The Contractor shall assist the Facility Safety Head in maintaining the facility "Working Master" drawings, procedures, and checklists as defined in the LHB 1740.4. The Contractor shall format procedures within 3 working days after receiving the redlined, updated master copies.

14. **STORAGE/INVENTORY**

**B. Facility Infrastructure Tasks**

- 14.1. The Contractor shall be responsible for the organization and inventory of items stored in the NTF's two storage buildings (60x40 ft. and 50x50 ft.).
- 14.2. The Contractor shall maintain an inventory of all models, support hardware (including stings adapters, etc.), balances, facility equipment, etc. Stored Records shall be kept showing the location and responsible individual for this equipment. These records shall document equipment status (in use, loaned out, sent out for repair or modification), equipment condition, and the equipment's availability for use.
- 14.3. The Contractor shall control and maintain the tool crib area for the NTF. The Contractor shall be responsible for the stocking of consumables for the facility.
- 14.4. The Contractor shall be responsible for the shipping and receiving function for the NTF. This shall include packaging for shipment, documentation, and delivery within the facility of received (single point of contact) items. Examples of items to be shipped in and/or out include models, balances, tools, etc.

**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 at Langley Research Center.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE (LaRC 52.211-91) (AUG 1997)**

The period of performance of this contract shall be 14 months, from May 1, 1998 through June 30, 1999.

**F.2 PLACE OF DELIVERY (LaRC 52.211-92) (OCT 1992)**

Delivery shall be f.o.b. destination:

National Aeronautics and Space Administration  
Langley Research Center  
5 West Taylor Street (Building 1236)  
Hampton, VA 23681-0001

**F.3 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)**

The place(s) of performance shall be NASA, Langley Research Center, Hampton, Virginia.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	212	NASA, Langley Research Center Hampton, VA 23681-0001
Patent Representative	212	NASA, Langley Research Center Hampton, VA 23681-0001

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

**G.2 INVOICES AND PAYMENTS (LaRC 52.232-96) (OCT 1992)**

- A. General--Invoices shall be addressed as shown in Block 25 on page 1 of this contract and shall be identified by the contract number. Cost and fee invoices shall be submitted separately.
- B. Cost--Payments of cost shall be made in monthly installments.
- C. Cost invoices shall be submitted through the delegated Government Audit Agency.
- D. Payments of fixed fee shall be made in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

**G.3 CONTRACT CLOSEOUT (LaRC 52.242-90) (JUN 1988)**

- A. Reassignment--After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 126, who may be reached by telephone at (757) 864-7765.
- B. "Quick Closeout"--Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick

Closeout" procedure does not preclude the provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.

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

#### G.4 ORDERING PROCEDURES

##### A. Task Orders

All work which is either a Special Project, or other specialized support effort, will be issued by either the Contracting Officer, or the Contracting Officer's Technical Representative (hereinafter referred to as the COTR), via a written Task Order. Task Orders will be accomplished in two phases. The first phase will involve a planning Task Order to determine preliminary requirements, staffing requirements, preliminary top level design, schedule, proposed costs, and other factors. The output of the planning Task Order will be a project proposal. The second phase will be the actual implementation Task Order for the designing, furnishing, installing, maintaining or performance of the product or services. Once a Task Order has been issued by the COTR and accepted by the Contractor, the document, once signed by both parties, becomes a Task/Test Request (TTR), and is used by both the Contractor and the Government to track the Task through completion.

Work of this type will be initiated on a Task Order Form, which will be prepared by the COTR. The form will then be submitted to the Contractor for preparation of a project proposal. During development of the Task Order, the Government and the Contractor will discuss the following: task requirements, top level design, Contractor's proposal to accomplish the task, and required schedule. The Contractor's project proposal shall address these factors and shall be completed by the Contractor within a schedule agreed to by the COTR and Contractor and submitted to the COTR for review.

After the customer and COTR review and approve the project proposal, a signature page for the Task Order proposal will be submitted to the COTR for approval and signature, and assignment of a tracking number; after this takes place, the document has become a TTR, and shall be so tracked and reported regarding progress related thereto. The TTR will identify the work to be performed, performance metrics, the location of the work, a delivery schedule, and a cost limitation. The Contractor shall acknowledge receipt and acceptance of each Task Order within three working days after receipt. If the Contractor cannot comply with a Task Order requirement, the Contractor shall so indicate in the receipt acknowledgment, and shall note the changes required for acceptance, prior to completing the steps leading to the Task Order's being accepted, signed, and becoming a TTR. Any differences must be resolved between the parties and the order modified to reflect the agreement. Any required modifications to the executed TTR during the performance period will be approved through the same process described above, except that a separate planning Task Order will not be required.

The Task Order/TTR will be furnished to the Contractor, who shall retain one copy, and one copy shall be returned to the COTR upon completion of the work specified therein, containing, as applicable, actual completion dates and/or delivery dates, actual man-hours expended, actual material and labor costs incurred, and any remarks which the Contractor may wish to make with respect to his performance thereunder.

##### B. Contract Scope

If any work issued is considered by the Contractor to be outside the scope of this contract, or if the Contractor has reason to believe that he will exceed the scope of his contractual obligation (e.g. contract funding, contract estimated cost) in the performance thereof, the Contractor shall immediately notify the COTR in writing, and shall not perform any work pending resolution by the COTR.

#### G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NASA 1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
  - (1) Equipment to be made available includes all tools, hardware, etc., other than those required by the Contractor for purely internal administrative purposes, as required to perform this effort. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
  - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
  - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Safety and fire protection for Contractor personnel and facilities.
- (e) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (f) Cafeteria privileges for Contractor employees during normal operating hours.
- (g) Building maintenance for facilities occupied by Contractor personnel.
- (h) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

##### H.1 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

##### H.2 KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 1989)

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

(c) The list of personnel and/or facilities (shown below or as specified in the Contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

### H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 26 months.

### H.4 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>OPM Title</u>	<u>Grade/Wage</u>
Plant Systems, Shift Leader	Lead Electrical Technician	GS-0802-11 (\$17.97)
Plant Systems Technician	Engineering Technician	GS-0802-09 (\$14.85)
Plant Systems Electrician	Electrical Engineering Technician	GS-0802-09 (\$14.85)
Plant Systems Electrician	Engineering Technician	GS-0802-08 (\$13.45)
Software Data Systems Operator	Computer Assistant	GS-0335-05 (\$9.80)
Instrumentation Technician, Group Leader	Lead Electronic Eng. Tech	GS-0856-12 (\$21.54)
Instrumentation Technician	Electronic Eng. Tech	GS-0856-08 (\$13.45)
Drafter	Engineering Draftsmen	GS-0818-07 (\$12.14)
File Clerk	Mail and File Clerk	GS-0305-05 (\$9.80)
Engineering Technician - Facility Operations	Engineering Technician	GS-0802-10 (\$16.36)

### FRINGE BENEFITS

<u>Annual Leave</u>	- 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.
<u>Sick Leave</u>	- Receives 13 days paid leave per year.
<u>Holidays</u>	- Receives 10 paid holidays per year.
<u>Health Insurance</u>	- Government pays up to 60% of health insurance.
<u>Group Life Insurance</u>	- 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.5 OPTIONS

A. Priced Options/Extended Term

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 3 months each. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below 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)	3 months	3 months	3 months	3 months
Estimated Cost (Ref. B.2)	\$	\$	\$	\$
Fixed Fee (Ref. B.2)	\$	\$	\$	\$

H.6 CONTRACTOR EMPLOYEE'S SECURITY CLEARANCE (LaRC 52.204-90) (OCT 1996)

By virtue of their particular work assignment, certain Contractor employees, may be required to have a security clearance granted in accordance with the National Industry Security Program Operating Manual (NISPOM) dated March 14, 1996. Clearances will be issued by the Department of Defense (DOD). Within 10 working days after an employee is identified by the Government and/or the Contractor as requiring a SECRET or higher clearance, the Contractor shall submit to the Contracting Officer evidence of the submittal of a request for clearance to DOD for such employee. If the clearance for an employee has not been issued by DOD within 120 calendar days of the submittal of the request for clearance to DOD, the Contractor may be required to remove the employee from the contract.

H.7 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LaRC 52.204-91) (AUG 1997)

Prior to reporting to Langley Research Center (LaRC) to perform under a contract or grant, each Foreign National shall have approval for access to LaRC facilities from NASA Headquarters, International Relations Division (Code IR). A copy of the access authorization request shall be provided to the LaRC Chief of Security. Additionally, an investigation by the Government shall be completed on each Foreign National contractor prior to reporting to LaRC to perform under a contract or grant. A properly executed "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint

card shall be submitted to the LaRC Security Office, Mail Stop 182, for each Foreign National contractor at least 75 days prior to the estimated entry on duty date. The NF 531 and fingerprint card may be obtained from the LaRC Security Office. If the access approval is obtained from NASA Headquarters prior to completion of the investigation, and the Contracting Officer requires a Foreign National to work on LaRC, an escort request may be considered by the LaRC Chief of Security.

**H.8 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (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.9 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (MAR 1989)**

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

**H.10 VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)**

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

**H.11 LIMITED EXCLUSIVE RIGHTS**

A. In order to protect valuable technical data from unauthorized or inadvertent transfer, the availability of certain technical data produced under this contract shall be limited to distribution only within the United States to designated entities, with the approval of NASA. Protection will be provided under a special data rights clause affording the Contractor limited exclusive rights, "Rights in Data - Limited Exclusive Rights," set forth below.

B. The technical data to be protected will be specifically identified in Paragraph "C" below. Although some data may be identified at the time of negotiation of the contract, it is anticipated that other data warranting protection will be identified during the performance of the contract.

C. The parties do hereby agree that the following data should be provided special protection in accordance with the provision and the clause entitled "Rights in Data - Limited Exclusive Rights."

TBD

D. In addition, NASA will require executive summaries conveying accomplishments of this contract which can be published with unrestricted availability. Accordingly; if the data is subject to the special protection, the Contractor will provide an executive summary containing form, fit, and function data relating to the work performed when providing reports as specified in Section J, Exhibit C.

#### RIGHTS IN DATA - LIMITED EXCLUSIVE RIGHTS (JAN 1992)

(a) Definitions.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited exclusive rights," as used in this clause, means the rights of the Government and others acting on its behalf to use, duplicate, and disclose for Government purposes, the rights of the Contractor to use, duplicate, and disclose for its purposes within the United States, and the rights of other entities designated or approved by the Government to use and duplicate (but not to further disclose) for their purposes within the United States, provided that in all instances the data are made subject to disclosure restrictions that protect and preserve its limited exclusive rights.

"Limited exclusive rights data," as used in this clause, means technical data (including system studies and computer source programs and code) first produced in the performance of this contract that have been specifically identified in this contract (either at the time of contract or subsequently by amendment) as subject to limited exclusive rights, provided such data are not generally known, or such data have not without obligation as to its confidentiality been made available to others by the Contractor or are not already available to the Government. The limited exclusive rights of the Government, the Contractor, and other entities regarding the disclosure and use of such data are as set forth in subparagraph (g)(4) of this clause.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature. "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

- (i) Data first produced in the performance of this contract unless provided otherwise for limited exclusive rights data in accordance with subparagraph (g)(4) of this clause;
  - (ii) Form, fit, and function data delivered under this contract;
  - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
  - (iv) All other data delivered under this contract unless provided otherwise for limited rights data, restricted computer software, or limited exclusive rights data in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right or obligation, as applicable, to -
- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause or in subparagraph (g)(4) of this clause;
  - (ii) Protect from unauthorized disclosure and use those data which are limited rights data, restricted computer software, or limited exclusive rights data, to the extent provided in paragraph (g) of this clause;
  - (iii) Substantiate use of, add or correct limited rights, restricted rights, limited exclusive rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
  - (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or

regulations, or unless otherwise provided in this paragraph, in paragraph (g) of this clause or as expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) The Contractor agrees not to establish claim to copyright or publish or release to others any computer software first produced in the performance of this contract other than pursuant to subparagraph (g)(4) of this clause without the Contracting Officer's prior written permission.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2), (g)(3) or (g)(4) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights, restricted rights, or limited exclusive rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good

cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the

disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data, restricted computer software, and limited exclusive rights data.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(4) (i) Notwithstanding any other provisions of this clause, the contract may specify or NASA may require by written request that any data first produced in the performance of this contract be delivered to NASA or furnished to others in accordance with (iii)(a) below, and if so specified or required, the contractor shall affix the following "Limited Exclusive Rights Notice" to data that are identified in this contract as limited exclusive rights data prior to delivery to the Government or prior to release to others by the Contractor:

#### LIMITED EXCLUSIVE RIGHTS NOTICE

These data are subject to limited exclusive rights under Government Contract No. \_\_\_\_ (and subcontract \_\_\_\_, if appropriate). These data may be: used, duplicated, and disclosed by or on behalf of the Government for Government purposes; used, duplicated, and disclosed by or on behalf of the Contractor for its purposes within the United States; and used and duplicated (but not further disclosed) by other recipients that have been designated or approved by NASA as participants in the program of which this contract is a part for their purposes within the United States, with the express limitation that any release or disclosure for any of the foregoing purposes are to be made subject to disclosure conditions that protect and preserve its limited exclusive rights. These limited exclusive rights shall be effective until \_\_\_\_\_ (insert a date certain). No other disclosure and use of these data is authorized without the written permission of \_\_\_\_\_ (insert name of contractor or subcontractor). This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of Notice)

(ii) The Contractor is to place the Limited Exclusive Rights Notice on limited exclusive rights data as soon as practicable after the data is reduced to some tangible, recorded form as defined by the term "data" in this clause, but in any event no later than the earlier of either the date of delivery to NASA if delivery is requested, or of release of the data to others outside of the Contractor's organizational element producing the data. The "date certain" to be inserted in the Notice, indicating the

period of limited exclusive rights, shall be 5 years from the date the Notice is placed on the data, unless otherwise agreed to and stated with respect to any item, component, process, or computer software specifically identified in this contract.

(iii) The Contractor agrees:

(a) to make limited exclusive rights data available to any other entity designated or approved by NASA as a participant in the program of which this contract is a part, either as specifically designated in this contract or as subsequently approved and directed in writing by NASA;

(b) obtain written affirmation that any entity receiving limited exclusive rights data pursuant to (a) above will abide by the use, duplication, and disclosure prohibitions of the Limited Exclusive Rights Notice; and

(c) not to authorize any disclosure and use of limited exclusive rights data than as set forth in the Limited Exclusive Rights Notice without the concurrence of NASA.

(h) Subcontracting.

(1) The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents.

(1) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(2) Nothing in this clause shall restrict the rights of the contractor under the New Technology clause of this contract.

## H.12 COMMERCIAL COMPUTER SOFTWARE AND SYSTEMS

The Contractor warrants that the items or services acquired under this contract are required to include accurate processing of the date and date-related data including, but not limited to, calculating, comparing, sequencing, and the manipulation of data with dates prior to, through, and beyond January 1, 2000. This capability must be included in all hardware and software products delivered under this contract, or used to perform services under this contract, individually and in combination, and shall be transparent to the user. Hardware and software products provided under this contract, and used to perform services under this contract, shall individually, and in combination, be able to successfully transition into the Year 2000 with the correct system date, including leap year calculations, without human intervention. Such products shall also provide correct results when moving forward and backward in time across the Year 2000 and subsequent years.

## H.13 SHARED SAVINGS (NASA 1852.243-71) (MAR 1997)

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

(b) Definitions:

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

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

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

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

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

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

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

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

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

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

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

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

(5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be

incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

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

(f) Administration.

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

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

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

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

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

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

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

## 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)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records--Negotiation (AUG 1996)
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 (FEB 1997)
52.215-27	Termination of Defined Benefit Pension Plans (MAR 1996)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (MAR 1996)
52.215-40	Notification of Ownership Changes (FEB 1995)
52.215-42	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (JAN 1997)
52.216-7	Allowable Cost and Payment (MAR 1997)
52.216-8	Fixed Fee (MAR 1997)
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 (AUG 1996) Alternate II (MAR 1996)
52.219-16	Liquidated Damages--Subcontracting Plan (OCT 1995)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 1995)
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)
- 52.222-41 Service Contract Act of 1965, As Amended (MAY 1989)
- 52.223-2 Clean Air and Water (APR 1984)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAR 1997)
- 52.223-6 Drug-Free Workplace (JAN 1997)
- 52.223-10 Waste Reduction Program (MAY 1995)
- 52.223-14 Toxic Chemical Release Reporting (OCT 1996)
- 52.225-3 Buy American Act--Supplies (JAN 1994)
- 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
- 52.225-19 European Union Sanctions for Services (JAN 1996)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-14 Rights in Data--General (JUN 1987)--Alternate II (JUN 1987)--as modified by NASA FAR Supplement 1852.227-14
- 52.227-17 Rights in Data--Special Works (JUN 1987)--as modified by NASA FAR Supplement 1852.227-15
- 52.227-19 Commercial Computer Software--Restricted Rights (JUN 1987)-- as modified by NASA FAR Supplement 1852.227-19
- 52.228-7 Insurance--Liability to Third Persons (MAR 1996)
- 52.230-2 Cost Accounting Standards (APR 1996)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1996)
- 52.230-6 Administration of Cost Accounting Standards (APR 1996)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (MAY 1997)
- 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
- 52.233-1 Disputes (OCT 1995)--Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)--Alternate I (JUN 1985)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.239-1 Privacy or Security Safeguards (AUG 1996)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-3 Penalties for Unallowable Costs (OCT 1995)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.242-15 Stop-Work Order (AUG 1989)--Alternate I (APR 1984)
- 52.243-2 Changes--Cost-Reimbursement (AUG 1987)--Alternate II (APR 1984)
- 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)--Alternate I (AUG 1996)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- 52.245-1 Property Records (APR 1984)
- 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)(DEVIATION) (JUL 1995)
- 52.246-3 Inspection of Supplies--Cost-Reimbursement (APR 1984)
- 52.246-5 Inspection of Services--Cost-Reimbursement (APR 1984)
- 52.246-25 Limitation of Liability--Services (FEB 1997)
- 52.247-67 Submission of Commercial Transportation Bills to General Services Administration for Audit (FEB 1995)
- 52.248-1 Value Engineering (MAR 1989)

52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.252-6	Authorized Deviations in Clauses (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>
1852.204-75	Security Classification Requirements (SEP 1989)
1852.216-75	Payment of Fixed Fee (DEC 1988)
1852.216-89	Assignment and Release Forms (JUL 1997)
1852.219-74	Use of Rural Area Small Businesses (SEP 1990)
1852.219-76	NASA 8 Percent Goal (JUL 1997)
1852.223-70	Safety and Health (MAR 1997)
1852.227-70	New Technology (JUL 1995)
1852.228-75	Minimum Insurance Coverage (OCT 1988)
1852.237-70	Emergency Evacuation Procedures (DEC 1988)
1852.242-70	Technical Direction (SEP 1993)
1852.242-72	Observance of Legal Holidays (AUG 1992)--Alternate I (SEP 1989)
1852.242-72	Observance of Legal Holidays (AUG 1992)--Alternate II (SEP 1989)
1852.242-73	NASA Contractor Financial Management Reporting (JUL 1997)
1852.245-70	Contractor Requests for Government-Owned Equipment (JUL 1997)

#### I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.252-2	Clauses Incorporated by Reference (JUN 1988)
52.215-42	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (JAN 1997)
52.217-8	Option to Extend Services (AUG 1989)
1852.204-76	Security Requirements for Unclassified Automated Information Resources (SEP 1993)
1852.209-71	Limitation of Future Contracting (DEC 1988)
1852.215-84	Ombudsman (OCT 1996)
1852.245-71	Installation-Accountable Government Property (JUL 1997)

#### 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 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (FAR 52.215-42) (JAN 1997)

##### (a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) Information relative to an exception granted for prior or repetitive acquisitions.

## (ii) Catalog price information as follows:

(A) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(C) Additionally, for each catalog item that exceeds N/A (extended value not unit price), provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(iii) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

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

## (v) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(3) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

**I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (AUG 1989)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed that set forth in the contract. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**I.6 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES (NASA 1852.204-76) (SEP 1993)**

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and the clauses of this contract, the Contractor shall initiate personnel screening checks and obtain user responsibility agreements, as required by this clause, for each Contractor employee requiring unescorted or unsupervised physical access or electronic access to the following limited or controlled areas, systems, programs and data:

NTF Facility

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(1) The Contractor shall submit a personnel security questionnaire (NASA Form 531, Name Check Request, for National Agency Check (NAC) investigations and Standard Form 85P, Questionnaire for Public Trust Positions, for specified sensitive positions) and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the installation Security Officer for each Contractor employee who requires access. The required forms may be obtained from the installation security office. Employees may have finger-prints taken at the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228), only between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday, or at any police department.

(i) Several months may be required for completion of complex personnel screening investigations. Background screening may not be required for employees with recent or current Federal Government investigations.

(ii) When employee access is necessary prior to completion of personnel screening, each Contractor employee requiring access may be considered for escorted access. The installation Security Officer will establish the eligibility of proposed escorts.

(2) The Contractor shall ensure that each Contractor employee requiring access executes any user responsibility agreements required by the Government prior to access. The Contractor shall provide signed copies of the agreements to the installation Security Officer for inclusion in the employee's security file. Unauthorized access is a violation of law and punishable under the provisions of 18 U.S.C. 1029, 18 U.S.C. 1030 and other applicable statutes.

(3) The Contractor shall notify the installation AIS Manager no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than 10 days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within 30 days.

(b) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in paragraph (a) of this clause are applicable to performance of the subcontract.

**I.7 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71) (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of all prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is the potential to have access to proprietary technology or data under this contract, which, should the Contractor be engaged in similar work independent of this contract, could result in an unauthorized transfer of technology or data.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

#### I.8 OMBUDSMAN (NASA 1852.215-84) (OCT 1996)

An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, Belinda Adams, direct inquiries to Sandra S. Ray at (757) 864-2428. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Deputy Administrator for Procurement, Thomas S. Luedtke, at 202-358-2090. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

#### I.9 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NASA 1852.245-71) (JUL 1997)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Provided Property and Services, shall be made available to the contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities: safeguarding, tracking, and maintaining within the requirements of the Statement of Work, this property. The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

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

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

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

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government

within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

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

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF EXHIBITS AND ATTACHMENTS**

- Exhibit A                      Contract Security Classification Specification, DD Form 254, 2 pages
- Exhibit B                      Register of Wage Determination and Fringe Benefits, July 2 1997, 10 pages
- Exhibit C                      Contract Documentation Requirements, 5 pages
- Exhibit D                      Subcontracting Plan, \_\_\_ 199\_\_\_, \_\_\_ pages

The following are located after the last section of this solicitation:

- Attachment 1            Proposal Cover Sheet (Cost or Pricing Data Not Required), October 1995
- Attachment 2            Relevant Experience and Past Performance Evaluation  
                                 Instructions/Questionnaire, 3 pages
- Attachment 3            NTF Test Schedule, 85 pages
- Attachment 4            NTF Facility Baseline Document List, 47 pages
- Attachment 5            NTF PCS Data Playback Request Form, 1 page
- Attachment 6            NTF Data Reduction Instruction Sheet, 1 page
- Attachment 7            NTF Metrology Recall, 26 pages
- Attachment 8            NTF Task/Test Request (TTR) Form, 1 page
- Attachment 9            Problem/Failure Report, 1 page
- Attachment 10           NTF Maintenance Inspection Procedures List, 24 pages
- Attachment 11           NTF Test Setup Files, 19 pages
- Attachment 12           NTF Model Preparation Schedule Samples, 15 pages
- Attachment 13           NTF Productivity Profile, 1 page
- Attachment 14           Equipment Listing, 8 pages
- Attachment 15           Monthly Progress Report for Socio-economic Goals (Sample)
- Attachment 16           Offerors' Library Contents Listing, 21 pages
- Attachment 17           Preissuance Conference Viewgraphs and Information and Additional Questions

<p><b>DEPARTMENT OF DEFENSE</b>  <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b>  <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>			<p><b>1. CLEARANCE AND SAFEGUARDING</b></p> <p>A. Facility Clearance Required  <b>SECRET</b></p> <p>B. Level Of Safeguarding Required  <b>NONE</b></p>				
<p><b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b></p> <p>A. PRIME CONTRACT NUMBER                  _____</p> <p>B. SUBCONTRACT NUMBER                  _____</p> <p>C. SOLICITATION OR OTHER NUMBER  <b>RFP 1-062-DAE.1132</b></p>			<p><b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b></p> <p>A. ORIGINAL (Complete Date In All Cases)                  Date (YYMMDD)  <b>91/11/6</b></p> <p>B. REVISED (Supersedes all previous specs)                  Revision No. _____                  Date (YYMMDD) _____</p> <p>C. FINAL (Complete Item 5 In All Cases)                  Date (YYMMDD) _____</p>				
<p><b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following:                  Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.</p>							
<p><b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:                  In response to the contractor's request dated _____ retention of the classified material is authorized for the period _____</p>							
<p><b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b></p> <p>A. Name, Address, And Zip Code  <b>TBD</b></p> <p>B. Cage Code  <b>TBD</b></p> <p>C. Cognizant Security Office (Name, Address, And Zip Code)  <b>TBD</b></p>							
<p><b>7. SUBCONTRACTOR</b></p> <p>A. Name, Address, And Zip Code  <b>TBD</b></p> <p>B. Cage Code  <b>TBD</b></p> <p>C. Cognizant Security Office (Name, Address, And Zip Code)  <b>TBD</b></p>							
<p><b>8. ACTUAL PERFORMANCE</b></p> <p>A. Location  <b>NASA LANGLEY RESEARCH CENTER                  HAMPTON, VA 23681-0001</b></p> <p>B. Cage Code  <b>N/A</b></p> <p>C. Cognizant Security Office (Name, Address, And Zip Code)  <b>N/A</b></p>							
<p><b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  <b>NATIONAL TRANSONIC FACILITY OPERATIONS SUPPORT</b></p>							
<p><b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b></p>		<p>YES</p>	<p>NO</p>	<p><b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b></p>		<p>YES</p>	<p>NO</p>
A. Communications Security (Comsec) Information			<input checked="" type="checkbox"/>	A. Have Access To Classified Information Only At Another Contractor's Facility Or A Government Activity			<input checked="" type="checkbox"/>
B. Restricted Data			<input checked="" type="checkbox"/>	B. Receive Classified Documents Only			<input checked="" type="checkbox"/>
C. Critical Nuclear Weapon Design Information			<input checked="" type="checkbox"/>	C. Receive And Generate Classified Material		<input checked="" type="checkbox"/>	
D. Formerly Restricted Data			<input checked="" type="checkbox"/>	D. Fabricate, Modify, Or Store Classified Hardware		<input checked="" type="checkbox"/>	
E. Intelligence Information			<input checked="" type="checkbox"/>	E. Perform Services Only			<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (Sci)			<input checked="" type="checkbox"/>	F. Have Access To U.S. Classified Information Outside The U.S., Puerto Rico, U.S. Possessions And Trust Territories			<input checked="" type="checkbox"/>
(2) Non-Sci			<input checked="" type="checkbox"/>	G. Be Authorized To Use The Services Of Defense Technical Information Center (Dtlic) Or Other Secondary Distribution Center			<input checked="" type="checkbox"/>
F. Special Access Information		<input checked="" type="checkbox"/>		H. Require A Comsec Account			<input checked="" type="checkbox"/>
G. Nato Information			<input checked="" type="checkbox"/>	I. Have Tempest Requirements			<input checked="" type="checkbox"/>
H. Foreign Government Information			<input checked="" type="checkbox"/>	J. Have Operations Security (Opsec) Requirements			<input checked="" type="checkbox"/>
I. Limited Dissemination Information			<input checked="" type="checkbox"/>	K. Be Authorized To Use The Defense Courier Service			<input checked="" type="checkbox"/>
J. For Official Use Only Information			<input checked="" type="checkbox"/>	L. Other (Specify)			
K. Other (Specify) N/A				<b>SEE ATTACHMENT</b>			

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct  Through (Specify)

**“NASA LANGLEY RESEARCH CENTER, M/S 267, HAMPTON, VA 23681-0001”  
ATTN: GEORGE BOYLES**

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

**ALL APPLICABLE CLASSIFICATION GUIDANCE WILL BE PROVIDED TO THE CONTRACTOR UNDER SEPARATE COVER:**

**THE CONTRACTOR MAY BE INVOLVED WITH ONGOING RESEARCH AND DEVELOPMENT PROGRAMS THAT WILL REQUIRE INDIVIDUALS, DESIGNATED BY GOVERNMENT, TO HAVE A SECRET CLEARANCE.**

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)  Yes  No

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)  Yes  No

a. TYPED NAME OF CERTIFYING OFFICIAL <b>Sam A. Harvey</b>	b. TITLE <b>Program Security Team Leader</b>	c. TELEPHONE (Include Area Code) <b>(757) 864-6507</b>
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d. ADDRESS (Include Zip Code)  
**NASA LANGLEY RESEARCH CENTER  
M/S 182  
HAMPTON, VA 23681-0001**

17. **REQUIRED DISTRIBUTION**

<input checked="" type="checkbox"/>	A. Contractor
<input type="checkbox"/>	B. Subcontractor
<input checked="" type="checkbox"/>	C. Cognizant Security Office For Prime And Subcontractor
<input type="checkbox"/>	D. U.S. Activity Responsible For Overseas Security Administration
<input checked="" type="checkbox"/>	E. Administrative Contracting Officer
<input type="checkbox"/>	F. Others As Necessary

e. SIGNATURE

**EXHIBIT B**

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

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210  
Wage Determination No.: 94-2544  
Revision No.: 14  
Date of Last Revision: 07/02/1997

William W. Gross            Division of  
Director                    Wage Determinations

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	\$10.60
01014 Accounting Clerk IV	\$11.50
01030 Court Reporter	\$10.81
01050 Dispatcher, Motor Vehicle	\$ 9.23
01060 Document Preparation Clerk	\$ 9.29
01070 Messenger (Courier)	\$ 9.01
01090 Duplicating Machine Operator	\$ 9.29
01110 Film/Tape Librarian	\$ 9.28
01115 General Clerk I	\$ 7.34
01116 General Clerk II	\$ 9.03
01117 General Clerk III	\$11.23
01118 General Clerk IV	\$12.55
01120 Housing Referral Assistant	\$11.98
01131 Key Entry Operator I	\$ 7.78
01132 Key Entry Operator II	\$ 9.79
01191 Order Clerk I	\$ 7.40
01192 Order Clerk II	\$ 9.68
01261 Personnel Assistant (Employment) I	\$ 8.85
01262 Personnel Assistant (Employment) II	\$10.23
01263 Personnel Assistant (Employment) III	\$10.80
01264 Personnel Assistant (Employment) IV	\$12.38
01270 Production Control Clerk	\$11.98

01290 Rental Clerk	\$ 9.28
01300 Scheduler, Maintenance	\$ 9.28
01311 Secretary I	\$ 9.28
01312 Secretary II	\$10.80
01313 Secretary III	\$12.38
01314 Secretary IV	\$14.46
01315 Secretary V	\$15.18
01320 Service Order Dispatcher	\$ 9.28
01341 Stenographer I	\$ 8.78
01342 Stenographer II	\$ 9.86
01400 Supply Technician	\$11.50
01420 Survey Worker(Interviewer)	\$10.80
01460 Switchboard Operator-Receptionist	\$ 8.08
01510 Test Examiner	\$10.80
01520 Test Proctor	\$10.80
01531 Travel Clerk I	\$ 6.91
01532 Travel Clerk II	\$ 7.63
01533 Travel Clerk III	\$ 8.13
01611 Word Processor I	\$10.00
01612 Word Processor II	\$11.27
01613 Word Processor III	\$12.62

**AUTOMATIC DATA PROCESSING:**

03010 Computer Data Librarian	\$ 8.26
03041 Computer Operator I	\$ 9.25
03042 Computer Operator II	\$10.70
03043 Computer Operator III	\$13.25
03044 Computer Operator IV	\$15.34
03045 Computer Operator V	\$16.31
03071 Computer Programmer I 1/	\$13.38
03072 Computer Programmer II 1/	\$15.15
03073 Computer Programmer III 1/	\$18.05
03074 Computer Programmer IV 1/	\$21.52
03101 Computer Systems Analyst I 1/	\$17.62
03102 Computer Systems Analyst II 1/	\$20.28
03103 Computer Systems Analyst III 1/	\$24.98
03160 Peripheral Equipment Operator	\$ 8.26

**AUTOMOTIVE SERVICE:**

05005 Automobile Body Repairer, Fiberglass	\$16.22
05010 Automotive Glass Installer	\$14.79
05040 Automotive Worker	\$14.79
05070 Electrician, Automotive	\$15.49
05100 Mobile Equipment Servicer	\$13.37
05130 Motor Equipment Metal Mechanic	\$16.22
05160 Motor Equipment Metal Worker	\$14.79
05190 Motor Vehicle Mechanic	\$16.22
05220 Motor Vehicle Mechanic Helper	\$12.61
05250 Motor Vehicle Upholstery Worker	\$14.07
05280 Motor Vehicle Wrecker	\$14.79
05310 Painter, Automotive	\$15.49
05340 Radiator Repair Specialist	\$14.07
05370 Tire Repairer	\$13.37
05400 Transmission Repair Specialist	\$16.22

**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 (Cafeteria Worker)	\$ 6.05
07130 Meat Cutter	\$ 8.68
07250 Waiter/Waitress	\$ 6.58

**FURNITURE MAINTENANCE AND REPAIR:**

09010 Electrostatic Spray Painter	\$15.49
09040 Furniture Handler	\$11.21
09070 Furniture Refinisher	\$15.49
09100 Furniture Refinisher Helper	\$12.61
09110 Furniture Repairer, Minor	\$14.07
09130 Upholsterer	\$15.49

**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
11210 Laborer, Grounds Maintenance	\$ 6.58
11240 Maid or Houseman	\$ 5.52
11270 Pest Controller	\$ 8.25
11300 Refuse Collector	\$ 6.05
11330 Tractor Operator	\$ 7.38
11360 Window Cleaner	\$ 6.58

**HEALTH:**

12020 Dental Assistant	\$10.15
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 9.13
12070 Licensed Practical Nurse I	\$ 8.00
12071 Licensed Practical Nurse II	\$ 8.98
12072 Licensed Practical Nurse III	\$10.05
12100 Medical Assistant	\$ 8.98
12130 Medical Laboratory Technician	\$ 8.98
12160 Medical Record Clerk	\$ 8.98
12190 Medical Record Technician	\$12.45
12221 Nursing Assistant I	\$ 6.52
12222 Nursing Assistant II	\$ 7.33
12223 Nursing Assistant III	\$ 8.00
12224 Nursing Assistant IV	\$ 8.98
12250 Pharmacy Technician	\$11.20
12280 Phlebotomist	\$ 8.98
12311 Registered Nurse I	\$12.45
12312 Registered Nurse II	\$15.23

12313 Registered Nurse II, Specialist	\$15.23
12314 Registered Nurse III	\$18.43
12315 Registered Nurse III, Anesthetist	\$18.43
12316 Registered Nurse IV	\$22.09

**INFORMATION AND ARTS:**

13002 Audiovisual Librarian	\$11.96
13011 Exhibits Specialist I	\$15.02
13012 Exhibits Specialist II	\$18.25
13013 Exhibits Specialist III	\$20.27
13041 Illustrator I	\$15.02
13042 Illustrator II	\$18.25
13043 Illustrator III	\$20.27
13047 Librarian	\$13.75
13050 Library Technician	\$11.02
13071 Photographer I	\$11.33
13072 Photographer II	\$15.02
13073 Photographer III	\$18.25
13074 Photographer IV	\$20.27
13075 Photographer V	\$24.53

**LAUNDRY, DRY CLEANING, PRESSING:**

15010 Assembler	\$ 5.49
15030 Counter Attendant	\$ 5.49
15040 Dry Cleaner	\$ 6.77
15070 Finisher, Flatwork, Machine	\$ 5.49
15090 Presser, Hand	\$ 5.49
15100 Presser, Machine, Dry Cleaning	\$ 5.49
15130 Presser, Machine, Shirts	\$ 5.49
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.49
15190 Sewing Machine Operator	\$ 7.22
15220 Tailor	\$ 7.67
15250 Washer, Machine	\$ 5.93

**MACHINE TOOL OPERATION AND REPAIR:**

19010 Machine-tool Operator (Toolroom)	\$15.49
19040 Tool and Die Maker	\$17.84

**MATERIALS HANDLING AND PACKING:**

21010 Fuel Distribution System Operator	\$13.37
21020 Material Coordinator	\$12.19
21030 Material Expediter	\$12.19
21040 Material Handling Laborer	\$ 7.44
21050 Order Filler	\$ 8.46
21071 Forklift Operator	\$ 9.05
21080 Production Line Worker (Food Processing)	\$10.54
21100 Shipping/Receiving Clerk	\$ 8.85
21130 Shipping Packer	\$ 8.85
21140 Store Worker I	\$ 8.40
21150 Stock Clerk (Shelf Stocker, Store Worker II)	\$ 9.92
21210 Tools and Parts Attendant	\$10.95

21400 Warehouse Specialist \$10.54

**MECHANICS AND MAINTENANCE AND REPAIR:**

23010 Aircraft Mechanic	\$16.22
23040 Aircraft Mechanic Helper	\$12.61
23050 Aircraft Quality Control Inspector	\$16.94
23060 Aircraft Servicer	\$14.07
23070 Aircraft Worker	\$14.79
23100 Appliance Mechanic	\$15.49
23120 Bicycle Repairer	\$13.37
23125 Cable Splicer	\$16.22
23130 Carpenter, Maintenance	\$15.49
23140 Carpet Layer	\$14.79
23160 Electrician, Maintenance	\$16.22
23181 Electronics Technician, Maintenance I	\$13.99
23182 Electronics Technician, Maintenance II	\$14.31
23183 Electronics Technician, Maintenance III	\$15.33
23260 Fabric Worker	\$14.07
23290 Fire Alarm System Mechanic	\$16.22
23310 Fire Extinguisher Repairer	\$13.37
23340 Fuel Distribution System Mechanic	\$16.22
23370 General Maintenance Worker	\$14.79
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$16.22
23430 Heavy Equipment Mechanic	\$16.22
23440 Heavy Equipment Operator	\$16.22
23460 Instrument Mechanic	\$16.22
23470 Laborer	\$ 9.68
23500 Locksmith	\$15.49
23530 Machinery Maintenance Mechanic	\$16.18
23550 Machinist, Maintenance	\$16.22
23580 Maintenance Trades Helper	\$12.61
23640 Millwright	\$16.22
23700 Office Appliance Repairer	\$15.49
23740 Painter, Aircraft	\$15.49
23760 Painter, Maintenance	\$15.49
23790 Pipefitter, Maintenance	\$16.22
23800 Plumber, Maintenance	\$15.49
23820 Pneudraulic Systems Mechanic	\$16.22
23850 Rigger	\$16.22
23870 Scale Mechanic	\$14.79
23890 Sheet-metal Worker, Maintenance	\$16.22
23910 Small Engine Mechanic	\$14.79
23930 Telecommunications Mechanic I	\$16.22
23940 Telecommunications Mechanic II	\$16.94
23950 Telephone Lineman	\$16.22
23960 Welder, Combination, Maintenance	\$16.22
23965 Well Driller	\$16.22
23970 Woodcraft Worker	\$16.22
23980 Woodworker	\$13.37

**PERSONAL NEEDS:**

24570 Child Care Attendant	\$ 6.34
24580 Child Care Center Clerk	\$ 7.91
24600 Chore Aide	\$ 4.91

24630 Homemaker	\$ 8.33
<b>PLANT AND SYSTEM OPERATION:</b>	
25010 Boiler Tender	\$16.22
25040 Sewage Plant Operator	\$15.49
25070 Stationary Engineer	\$16.22
25190 Ventilation Equipment Tender	\$12.61
25210 Water Treatment Plant Operator	\$15.49
<b>PROTECTIVE SERVICE:</b>	
27004 Alarm Monitor	\$ 7.21
27006 Corrections Officer	\$11.47
27010 Court Security Officer	\$11.47
27040 Detention Officer	\$11.47
27070 Firefighter	\$11.47
27101 Guard I	\$ 6.03
27102 Guard II	\$ 7.21
27130 Police Officer	\$12.28
<b>STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:</b>	
28010 Blocker and Bracer	\$12.33
28020 Hatch Tender	\$12.33
28030 Line Handler	\$12.33
28040 Stevedore I	\$11.80
28050 Stevedore II	\$12.96
<b>TECHNICAL:</b>	
29010 Air Traffic Control 2/Specialist, Center	\$23.96
29011 Air Traffic Control 2/Specialist, Station	\$16.53
29012 Air Traffic Control 2/Specialist, Terminal	\$18.20
29023 Archeological Technician I	\$11.43
29024 Archeological Technician II	\$12.85
29025 Archeological Technician III	\$15.87
29030 Cartographic Technician	\$15.87
29035 Computer Based Training Specialist/Instructor	\$17.62
29040 Civil Engineering Technician	\$15.87
29061 Drafter I	\$10.07
29062 Drafter II	\$11.33
29063 Drafter III	\$14.24
29064 Drafter IV	\$17.30
29081 Engineering Technician I	\$11.50
29082 Engineering Technician II	\$12.30
29083 Engineering Technician III	\$15.15
29084 Engineering Technician IV	\$18.35
29085 Engineering Technician V	\$21.43
29086 Engineering Technician VI	\$26.48
29090 Environmental Technician	\$15.87
29100 Flight Simulator Instructor (Pilot)	\$20.28
29150 Graphic Artist	\$17.62
29160 Instructor	\$15.23
29210 Laboratory Technician	\$11.83
29240 Mathematical Technician	\$15.87

29361 Paralegal/Legal Assistant I	\$10.80
29362 Paralegal/Legal Assistant II	\$13.12
29363 Paralegal/Legal Assistant III	\$16.05
29364 Paralegal/Legal Assistant IV	\$19.42
29390 Photooptics Technician	\$15.87
29480 Technical Writer	\$15.02
29491 Unexploded Ordinance Technician I	\$15.23
29492 Unexploded Ordinance Technician II	\$18.43
29493 Unexploded Ordinance Technician III	\$22.09
29494 Unexploded Safety Escort	\$15.23
29495 Unexploded Sweep Personnel	\$15.23
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	\$ 9.42
31260 Parking and Lot Attendant	\$ 6.98
- 31290 Shuttle Bus Driver	\$ 9.01
31300 Taxi Driver	\$ 8.50
31361 Truckdriver, Light Truck	\$ 9.01
31362 Truckdriver, Medium Truck	\$ 9.42
31363 Truckdriver, Heavy Truck	\$10.50
36364 Truckdriver, Tractor-Trailer	\$10.50

#### MISCELLANEOUS :

99020 Animal Caretaker	\$ 7.00
99030 Cashier	\$ 5.93
99041 Carnival Equipment Operator	\$ 5.93
99042 Carnival Equipment Repairer	\$ 7.38
99043 Carnival Worker	\$ 7.75
99050 Desk Clerk	\$ 7.00
99095 Embalmer	\$17.63
99300 Lifeguard	\$ 5.36
99310 Mortician	\$17.63
99350 Park Attendant (Aide)	\$ 6.73
99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 6.01
99500 Recreation Specialist	\$13.04
99510 Recycling Worker	\$ 7.41
99610 Sales Clerk	\$ 5.36
99620 School Crossing Guard (Crosswalk Attendant)	\$ 6.05
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

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**\*\* 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, severance pay, 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.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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. (See 29 CFR. 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 **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - 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 the Second Supplement, dated August 1995, 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 - CONTRACT DOCUMENTATION REQUIREMENTS**

### **I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS**

A. Monthly Technical Letter Progress Report--The Contractor shall submit monthly technical letter reports describing progress of the program to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Reports shall be in narrative form, brief and informal in content. These reports shall include:

1. A narrative statement of work accomplished during the report period
2. A statement of current and potential problem areas and proposed corrective action
3. A discussion of work to be performed during the next report period
4. The direct labor-hours and total cost expended during the report period as well as the cumulative direct labor-hours and total cost expended to date for each TTR and the projected direct labor-hours and total cost to be expended to completion of the TTR.

The monthly progress report shall be submitted within 15 days after the end of each calendar monthly report period. A monthly progress report shall not be required for the period in which the final report is due.

B. Monthly Financial Management Report--The contractor shall comply with the Section I clause of this contract entitled, "NASA Contractor Financial Management Reporting" by monthly submission of NASA Form 533M, Monthly Contractor Financial Management Report. The form shall be prepared and submitted in accordance with the instructions set forth on the reverse side of the form and NASA Procedures and Guidelines, "NASA Contractor Financial Management Reporting" (NPG 9501.2C) as further definitized below:

1. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.

2. Columns 8.a and b shall be completed using estimates (forecasts) for the succeeding two months.

3. Each 533M shall include a narrative explanation for variances exceeding 10 percent between planned hours/dollars and actual hours/dollars for each reporting category.

4. The following categories shall be included in column 6 of this report:

- a. Direct Labor Hours
- b. Direct Labor Dollars
- c. Overhead(s)
- d. Subcontract
- e. Material
- f. Other Direct Cost
- g. G&A
- h. Total Estimated Cost
- i. Fee
- j. Total Estimated Cost and Fee

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

D. 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."

E. Financial Baseline Plan--A time-phased financial baseline plan, detailing by month how you plan to incur costs for the period, shall be submitted for the first 14-month interval of the total contract. Financial baseline plan revisions resulting from the exercise of priced option hours shall be submitted 10 days following the effective date of the option being exercised. This plan shall include the periods by the cost categories specified in Paragraph B.4 above. The total estimated cost and level of effort reflected in the baseline plans must equal the contract values for the total contract period. The Financial Baseline Plan will be revised each time a contract modification is executed which increases or decreases the contract estimated cost for a reason other than an overrun. The Financial Baseline Plan shall not be revised to include overrun costs.

F. 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. Process for initiating changes/corrective actions in response to NASA LaRC Notice of Contractor Violation for unsafe operations, improper equipment, and other activities in noncompliance with construction and environmental regulations.
  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.
- 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. 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.
- I. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, and in accordance with the instructions on the reverse of the form.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 1852.219-75, Small and Small Disadvantaged Subcontracting Reporting.

Pursuant to the contract clause entitled "Small Business and Small Disadvantaged Subcontracting Plan" (FAR 52.219-9 and 19.704(a)(5)), you are required to submit a letter progress report on a monthly basis. The "Monthly Progress Report for Socioeconomic Goals" shall be limited to the monthly data only (excluding cumulative data from beginning of Subcontract Plan) as required for Lines 10A, 10B, 10C, 11, and 12 of the Standard Form 294. (See Section J, Exhibit I.) 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.

NOTE: Not applicable to small businesses. The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, and in accordance with the instructions on the reverse of the form.

J. 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.

K. Evidence of Insurance--The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228-75 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.

L. Virginia and Local Sales Taxes--In accordance with Section H.10, you are required to submit a copy of the letter sent to the Virginia Tax Commission and a copy of the subsequent response.

## 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: Contracting Officer, Mail Stop 126  
Contract NAS1-97162  
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 267

C--New Technology Representative, Mail Stop 212

D--Cost Accounting, Mail Stop 135

E--Safety Manager, Mail Stop 429

F--Industry Relations Office, Mail Stop 144

G--Programs and Resources Division, Mail Stop 104

H--Patent Counsel, Mail Stop 212

I--Industrial Property Office, Mail Stop 377

J--According to instructions on form

K--Small Business Specialist, Mail Stop 144

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

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-2, D-2, G-1
Financial Baseline Plan	A-1, B-2
Safety and Health Plan	A-1, B-1, E-1
Quality Plan	A-2, B-2
Biweekly Manpower Report	B-3
Monthly Progress Report	A-1, B-3
Quarterly Accident/Injury Report	A-1, B-1, E-1
Collective Bargaining Agreement	A-1, B-1, F-1
Report of Government-Owned/Contractor Held Property(NASA Form 1018)	A-1, B-1, I-4
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, K-1
Summary Subcontractor Report (Standard Form 295)	J
Monthly Progress Report for Socioeconomic Goals	A-1, K-1
Federal Contractor Veterans Employment Report (VETS-100)	F-1
Virginia and Local Sales Tax Correspondence	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. The Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

**EXHIBIT D**

**Subcontracting Plan**

**(Not applicable to Small Businesses)**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

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

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

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

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

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

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

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)****(a) Definitions.**

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

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

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

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

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

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

**(d) Corporate Status.**

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

**(e) Common Parent.**

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

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)**

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

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

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)**

(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, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 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.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (JAN 1997)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 (insert SIC code).

(2) The small business size standard is \$5 Million (insert SIC standard).

(3) 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.

(b) Representations. (1) The offeror represents as part of its offer that it is: ( ) a small business concern, ( ) not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in Block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in Block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(c) Definitions.

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"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 in 13 CFR Part 121 and size standard in Paragraph (a) of this provision.

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

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) 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.

(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.7 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.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)**

The offeror represents that -

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

**K.9 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.10 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.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### K.12 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (JUN 1987)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In

addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data - General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) -

- ( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- ( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

K.13 OFFER ACCEPTANCE PERIOD (LaRC 52.215-110) (JUN 1992)

In compliance with the solicitation, if this offer is accepted within 150 calendar days from the date specified in the solicitation for receipt of offers, the offeror agrees to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (52.204-6) (DEC 1996)

- (a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For

information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

**L.2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-1) (MAR 1994)**

(a) A single copy of each specification cited in this solicitation is available without charge from the GSA Federal Supply Service Bureau Specifications Section (3FBP-W), 470 East L'Enfant Plaza, S.W., Suite 8100, Washington, DC 20407 (Tel. 202-755-0325 or 755-0326), or from any of the General Services Administration Business Service Centers which are located in Boston, MA; New York, NY; Philadelphia, PA; Atlanta, GA; Kansas City, MO; and Fort Worth, TX. Additional copies may be purchased from the GSA Specifications Section in Washington, DC.

(b) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

**L.3 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ) 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.4 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (FAR 52.214-34) (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**L.5 SUBMISSION OF OFFERS IN U.S. CURRENCY (FAR 52.214-35) (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

**L.6 SOLICITATION DEFINITIONS (FAR 52.215-5) (JUL 1987)**

"Offer" means "proposal" in negotiation.

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

"Government" means United States Government.

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

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an

indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

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

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment; (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) by letter or telegram or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

#### L.9 SUBMISSION OF OFFERS (FAR 52.215-9) (MAR 1997)

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Offerors using commercial carrier services shall ensure that the proposal is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (d) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.
- (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.
- (f) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

#### L.10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (FAR 52.215-10) (MAY 1997)

- (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
  - (1) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - (2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
  - (3) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
  - (4) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
  - (6) It is the only proposal received.

(b) Any modification of a proposal or quotation, including a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) through (a)(5) of this provision.

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

(d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

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

(h) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

#### L.11 PREPARATION OF OFFERS (FAR 52.215-13) (APR 1984)

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

- (e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

#### L.12 EXPLANATION TO PROSPECTIVE OFFERORS (FAR 52.215-14) (APR 1984)

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

#### L.13 FAILURE TO SUBMIT OFFER (FAR 52.215-15) (MAY 1997)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, for paper transactions, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. Electronic solicitations do not require notification of desire to receive future solicitations, since these solicitations will be openly available to any interested party. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### L.14 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.

(h) The Government may disclose the following information in post-award debriefings to other offerors; (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

**L.15 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)**

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

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

**L.16 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

**L.17 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222-24) (APR 1984)**

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

**L.18 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor Contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### L.19 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NASA Langley Research Center, Attn: Head, Acquisition Support Office A, Mail Stop 126, Hampton, VA 23681-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L.20 EXPENSES RELATED TO OFFEROR SUBMISSIONS (NASA 1852.215-75) (DEC 1988)

This solicitation neither commits the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for preparing the offer, nor to contract for services or supplies. Any costs incurred in anticipation of a contract shall be at the offeror's own risk.

#### L.21 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

(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, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan." As it is anticipated that award may be made without discussions, each offeror shall submit their Subcontracting Plan with their initial offer. This plan shall be included in Volume II and shall be consistent with the response to QEC 4.

#### L.22 PROPOSAL PAGE LIMITATIONS (NASA 1852.215-81) (JAN 1994)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<u>Proposal Section</u>	<u>Page Limit</u>
Volume I*	75 pages

\*Except Factor I, QEC #1, the portions pertaining to Initial Staffing and Phase-In, which are exempt from this limitation.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 characters per inch (or equivalent) type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

- (d) If Best and Final Offers (BAFOs) are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

#### L.23 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (NASA 1852.227-71) (APR 1984)

(a) In accordance with the NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, waiver of rights to any or all inventions made or that may be made under a NASA contract or subcontract with other than a small business firm or a domestic nonprofit organization may be requested at different time periods. Advance waiver of rights to any or all inventions that may be made under a contract or subcontract may be requested prior to the execution of the contract or subcontract, or within 30 days after execution by the selected Contractor. In addition, waiver of rights to an identified invention made and reported under a contract or subcontract may be requested, even though a request for an advance waiver was not made or, if made, was not granted.

(b) Each request for waiver of rights shall be by petition to the Administrator and shall include an identification of the petitioner; place of business and address; if petitioner is represented by counsel, the name, address and telephone number of the counsel; the signature of the petitioner or authorized representative; and the date of signature. No specific forms need be used, but the request should contain a positive statement that waiver of rights is being requested under the NASA Patent Waiver Regulations; a clear indication of whether the request is for an advance waiver or for a waiver of rights for an individual identified invention; whether foreign rights are also requested and, if so, the countries, and a citation of the specific section or sections of the regulations under which such rights are requested; and the name, address, and telephone number of the party with whom to communicate when the request is acted upon. Requests for advance waiver of rights should, preferably, be included with the proposal, but in any event in advance of negotiations.

(c) Petitions for advance waiver, prior to contract execution, must be submitted to the Contracting Officer. All other petitions will be submitted to the Patent Representative designated in the contract.

(d) Petitions submitted with proposals selected for negotiation of a contract will be forwarded by the Contracting Officer to the installation Patent Counsel for processing and then to the Inventions and Contributions Board. The Board will consider these petitions and where the Board makes the findings to support the waiver, the Board will recommend to the Administrator that waiver be granted, and will notify the petitioner and the Contracting Officer of the Administrator's determination. The Contracting Officer will be informed by the Board whenever there is insufficient time or information or other reasons to permit a decision to be made without unduly delaying the execution of the contract. In the latter event, the petitioner will be so notified by the Contracting Officer. All other petitions will be processed by installation Patent Counsel and forwarded to the Board. The Board shall notify the petitioner of its action and if waiver is granted, the conditions, reservations, and obligations thereof will be included in the Instrument of Waiver. Whenever the Board notifies a petitioner of a recommendation adverse to, or different from, the waiver requested, the petitioner may request reconsideration under procedures set forth in the Regulations.

#### L.24 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

#### L.25 PROTESTS TO NASA (1852.233-70) (MAR 1997)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Deputy Associate Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Deputy Associate Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

#### L.26 IDENTIFICATION OF UNCOMPENSATED OVERTIME (NASA 1852.237-72) (JAN 1997)

The use of uncompensated overtime is neither encouraged nor discouraged. When the proposed uncompensated overtime is consistent with an offeror's written policies and practices, NASA will consider it in proposal evaluation, including the evaluation of cost and of professional compensation.

(a) *Definitions.* As used in this provision:

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week, by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA) without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Effective hourly rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20.00 per hour would be converted to an effective hourly rate of \$17.78 per hour [(\$20.00 x 40) divided by 45 = \$17.78.]

(b) For any hours proposed against which an effective hourly rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the effective hourly rate, whether at the prime or subcontract level. This includes uncompensated over-time hours that are in indirect cost pools for personnel whose regular hours are normally charged direct. The proposal shall include the rationale and methodology used to estimate the proposed amount of uncompensated overtime.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) The Offeror shall include with its proposal a copy of its policy addressing uncompensated overtime, a description of the timekeeping and accounting systems used to record all hours worked by FLSA-exempt employees, and the historical basis for the uncompensated overtime hours proposed,

#### L.27 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: Stanley W. Ward  
Phone: 757- 864-2476 (COLLECT CALLS NOT ACCEPTED)  
Facsimile: 757-864-7709

Address: National Aeronautics and Space Administration  
Langley Research Center  
Attn: Stanley W. Ward, Mail Code 126  
Hampton, VA 23681-0001

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

**L.28 ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS BY FACSIMILE**

(a) OFFERS MAY NOT SUBMIT FACSIMILE PROPOSALS AS RESPONSES TO THIS SOLICITATIONS.

(b) Offerors may acknowledge amendments to this solicitation by facsimile transmission.

(c) Facsimile transmission of amendment acknowledgments must contain the required signatures.

(d) The NASA Langley Acquisition Division has only one secure facsimile machine for the purpose of receiving amendment acknowledgment. Facsimile receiving data and characteristics are as follows:

Telephone: 757-864-7898  
Make and Model: Pitney Bowes Model 8050  
Receiving Speed: Variable

**L.29 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-41) (OCT 1995)--ALTERNATE IV (OCT 1995)**

(a) Submission of cost or pricing data is not required.

(b) The Contractor shall provide cost and pricing information as prescribed in L.33, Paragraph D, Business Proposal (Volume II) Instructions.

**L.30 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING GOAL**

This solicitation requires the submission of a Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9. Offerors are advised that, in keeping with Congressionally-mandated goals, NASA seeks to place its contract dollars, where feasible, with small disadvantaged business concerns as defined in 52.219-8 of the FAR and 1852.219-76 of the NASA FAR Supplement. The Contracting Officer has determined that a goal of 8 percent of the total dollar value of your proposal, including all options, is a suitable minimum goal for small disadvantage businesses, and that such goal should constitute the minimum acceptable small disadvantage business subcontracting goal for contract award. Note: NASA Prime Contractor can only count first tier subcontracting dollars toward the achievement of the 8 percent goal.

NOTE: NASA encourages all offerors to attempt to meet and/or exceed this goal to the maximum extent practicable and to continue to encourage small disadvantaged business development throughout the contract period. The extent of each offeror's proposed Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan as it relates to the effective achieving or exceeding of this goal will be assessed.

**L.31 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS****A. General Information**

1. **Number of Proposals, Time and Place of Submission**--The offeror shall submit the original and 10 copies of each volume of his proposal to the address shown in Block 8 of the Standard Form (SF) 33 (face page of this solicitation), or if hand carried, to the depository listed in Block 9 of the SF 33. Offers must be received at the place indicated on or before the date and hour shown in Block 9 of the SF 33.

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

**B. Proposal Format and Content**

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

2. Any work functions which the offeror expects to obtain through subcontracting and/or consulting agreements should be described and explained. Such features as the rationale for this arrangement, the qualifications of the subcontractor, magnitude of effort, facilities/equipment and commitment of parties providing such goods and/or services should be addressed.

3. Refer to L.22 for page limitations on Proposal Volume I.

4. The Business Proposal (Volume II) is not page limited. However, the Business Proposal is to be strictly limited to responses to Factors 2, 3, and the executed Section K, Representations, Certifications, and Other Statements of Offerors. Information which can be construed as belonging in the Technical Proposal (Volume I) will be counted against the page limitation described in L.22.

5. Each volume should be specific and complete. Each volume should include the detailed information outlined below in order that it can be evaluated in accordance with the evaluation factors set forth in Section M. It is important that you structure each volume to adhere to the Factor and QEC headings listed below, in the order set forth as follows:

**C. TECHNICAL PROPOSAL - (VOLUME I): FACTOR 1 - QUALITATIVE MERIT**

Offerors shall propose their approach to meeting the Government's requirements through their responses to the Qualitative Evaluation Criteria (QEC's) listed below. The QEC's will be used by the Government to evaluate the qualitative merit of your technical proposal.

**1. QEC #1: Initial Staffing, Phase-In, and Personnel Retention**

This QEC will be used to evaluate the effectiveness of your plan to minimize changeover difficulties and to maximize continuity of services to the Government. Your proposal should detail your phase-in plan to include the specific schedule for completion of each phase-in activity. Your initial staffing plan should detail sources of personnel for the entire complement, recruiting methods, and initial orientation and training. You should specify the expected amount of incumbent personnel retention and the basis therefor. You should describe how productivity loss will be

minimized at the NTF during phase in, and address methods and approaches for maintaining appropriate staffing levels throughout the contract period of performance.

**2. QEC #2: Work Accomplishment/Management**

This QEC will be used to assess the anticipated effectiveness of your proposed work accomplishment management plan. Your proposed approach to staffing and skill mix to accomplish the SOW functions shall be addressed, including the ability to satisfy extra shift requirements when necessary to meet the operating schedule of a research facility such as the NTF.

You should demonstrate knowledge and understanding of the end products of wind tunnel testing, and present a plan for producing those end-products. Your proposal should demonstrate an understanding and ability to perform the particular functions defined in the SOW which will support the operations of the NTF. Because the work will be performed in a Configuration Controlled Facility, you should demonstrate an understanding of document control and data management as it relates to the NTF. The proposal should also include a plan for ongoing training and certification of personnel.

Your proposal should demonstrate the ability to make procedural (process) improvements in a research facility such as the NTF, that result in increased productivity and decreased operational costs. Address areas such as data quality, increased data throughput, increased number of models tested per year, decreased testing time, decreased model handling and configuration change time.

Your proposal shall include a summary of your proposed Safety and Health Plan (see also Exhibit C).

Any employee and positions considered to be critical to the success of your proposed work management and/or communications activities should be addressed. An offeror whose organization may contain a potential conflict of interest due to the fact that the organization may perform independent efforts/research related to that required by this effort (e.g. the organization contains an entity which performs independent aeronautic research or designs, etc.), shall include a conflict of interest avoidance plan to ensure that unauthorized data or technology transfer does not occur.

**3. QEC #3: Total Compensation Plan**

This QEC will be used to evaluate the anticipated effectiveness of the offeror to obtain and retain qualified personnel. For this QEC, your proposal should provide details of your compensation plans for both professional and non-professional employees proposed to perform the Statement of Work; including any teaming partners and subcontractors. Include salaries, hourly rates, shift differential, and a detailed description of your Fringe Benefits. Itemize the benefits that require employee contributions and the amount of the contribution as a percentage of the total cost of the benefit and the employee's salary or wage. Describe your policies and procedures for establishing salaries or wages for any retained incumbent Contractor employees and any eligibility and vesting requirements relative to your fringe benefits (e.g., vacation, medical, insurance, sick leave and retirement). Describe how pre-existing medical conditions for incumbents and their dependents will be handled under your insurance plan. Detail and provide a copy of your policies and procedures relative to uncompensated overtime and the historical basis therefor for any uncompensated overtime proposed (Reference L.27). The rationale and methodology used to estimate the uncompensated overtime (if any) for you and your subcontractors shall be addressed. The effect of the uncompensated overtime on the effective hourly rate for all Fair Labor Standards Act (FLSA)-exempt employees shall be included. Your compensation plan shall also address the information required by FAR 52.222-46 and NFS 1852.231-71 (Reference Paragraphs L.18 and L.24).

**4. QEC #4: Offeror's Approach to Meeting the 8% Small Disadvantaged Business (SDB) Participation Goal**

While small businesses are not required to submit a subcontracting plan in accordance with FAR 52.219-9 and NASA FAR Supplement (NFS) 1852.219-73,

small business as well as large businesses are subject to the 8 percent small disadvantaged business (SDB) participation goal for this procurement. Offerors shall make an independent assessment of subcontracting opportunities and the SDB participation goal - expressed as a percentage of the total contract dollar value rather than as a percentage of subcontracting dollars (see L.32) - and shall propose methods for achieving this goal. Offerors shall include in their proposal a discussion of the types and amount of work (in dollars) that will be performed by SDB's, and should identify the specific SDB(s) to be utilized and the work each will be performing. This discussion shall include any plans for utilizing high-technology SDB firms. (High-technology, as defined in NFS 1819.7202, means research and/or development efforts that are within or advance state-of-the-art in a technology discipline and are performed and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.) Any proposed participation in the NASA Mentor-Protégé Program shall also be addressed. An initial proposal will not be rejected as unacceptable solely as a result of an offeror proposing a goal that is less than the 8 percent goal specified by this RFP.

D. BUSINESS PROPOSAL - VOLUME II

1. FACTOR 2 - COST

It is expected that this contract will be awarded based upon a determination that there is adequate price competition. However, under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining cost realism of the proposals; therefore, offerors are required to submit cost or pricing information with the proposal, pursuant to FAR 52.215-41, Alternate IV. This price information will be used to determine the reasonableness of your proposal. The information required is set forth below.

a. Standard Form (SF) 1448 Instructions

(1) In submitting the cost proposal, the offeror shall submit a fully executed SF 1448, Contract Pricing Proposal Cover Sheet, a copy of which is included as Attachment 1 of this solicitation. The cost proposal as represented by the SF 1448 should be prepared in a manner consistent with your current accounting system and Cost Accounting Standards Disclosure Statement, if applicable. Each subcontract expected to exceed in total \$500,000 shall also be supported by fully executed SF 1448, to be submitted no later than the date specified for receipt of offers. Prospective subcontractors may submit proprietary cost information under separate cover directly to the Government; however, the submission deadline is still applicable.

(2) The offeror shall fully comply with the requirements set forth in Table 15-3, Instructions for Submission of a Contract Pricing Proposal, of FAR 15.804-6(b)(2). This compliance requires you to include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. A complete and timely evaluation of your proposal cannot be performed without this information being submitted with your proposal.

b. Computerized Cost Proposal Input Instructions

(1) The Government intends to use a personal computer with Windows 95 and LOTUS 1-2-3 software to aid in the evaluation of the cost proposal. The offerors and subcontractors providing direct labor are requested to submit cost data on floppy diskettes, two copies, 3-1/2 inch, formatted under MS DOS. Computerized cost data must be the identical data and format as that submitted in the paper proposal. In the event of any inconsistency between the diskettes and the paper proposal, the paper proposal will be considered the intended version. Any questions related to the computerized cost proposal shall be directed to John Bush at (757) 864-2544.

(2) If diskettes are provided, affix an external label indicating the name of the offeror and the RFP number to each one and provide all data under one file name.

ALL DISKETTE SUBMISSIONS SHALL BE TRUE SELF-CALCULATING SPREADSHEETS. Any absolute values must be explained and their values supported.

c. Other Cost and Pricing Information Required

(1) All cost and pricing information should be submitted in a format consistent with the contract's initial 14-month base period and four each three-month option periods. Assume a start date of April 22, 1998.

(2) Labor - You must propose the labor hours necessary to provide the services set forth in Section C, Statement of Work. Your proposal must show the hours and costs by labor classification; however, the resultant contract will not reflect a specified level-of-effort. If any of the positions are classified by your accounting system as other than direct labor, or if you propose to subcontract any of the positions, so indicate. Any composite hourly rates must be explained.

A copy of the Register of Wage Determinations (WD) and Fringe Benefits issued by the Department of Labor for employees under this proposed contract is included in 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.

To assist you in your proposal preparation for this solicitation, the Government is providing the following estimates. These estimates are not restrictive for proposing purposes. Your technical and cost proposals must correlate and support each other fully. The total estimated annual direct productive labor hours is approximately 65,500. The "direct labor hours" specified herein are defined as those productive hours expended by Contractor personnel in performing the support functions required to complete the Statement of Work as defined in Section C (including subcontractors). It does not include administrative or other labor which the Contractor may charge as direct labor under its established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave, but does include overtime hours and direct labor hours provided under subcontracts.

ESTIMATED SKILL MIX BY LABOR CATEGORIES	
Job Title	Percentage
Engineers (E.E. and M.E.)	10%
Systems Analyst / Programmer	20%
Instrumentation Technician	20%
Plant Systems/Facility Operations Technician	35%
Drafter	5%
Clerical	10%
<b>TOTAL</b>	<b>100%</b>

(3) For each indirect pool, identify the rates and bases used to determine the proposed costs. For larger indirect pool, e.g., overhead, fringe benefits, G&A, provide a breakdown of the costs in the current pool budgets. Further break down any labor elements in the pools. Provide a three year history of your indirect rates.

(4) Materials - For estimating purposes, use \$250K annually.

(5) Other Direct Costs Other Than Government Specified - Provide a comprehensive itemized breakdown and detailed explanation of all other ODC costs proposed for this effort. For only vehicles dedicated to this contract, include your lease vs. purchase analyses.

(6) City/County Business License Tax - Consult applicable local jurisdictions to determine any applicable business license taxes and enter your estimates. Consult the City of Hampton regarding personnel to be housed at LaRC even if your facility will not be located in Hampton.

(7) Facilities Capital Cost of Money (FCCOM) - Enter FCCOM if you choose to include it in your proposal (ref. FAR 52.215-30). If you do not propose FCCOM, Clause 52.215-31, Waiver of Facilities Capital Cost of Money (SEPT 1987) will be included in the contract. As required by NASA FAR Supplement 18-15.970-3, when facilities capital cost of money is included as an item of cost in the Contractor's proposal, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money allowed in accordance with FAR 31.205-10(a).

(8) Escalation - Escalation factors should be clearly stated and escalated amounts shown for each escalated item. Discuss the derivation and rationale for the proposed escalation and provide a three year history

(9) Fixed Fee - Provide a rationale for the level of fixed fee proposed.

(10) Phase-In - Phase-In Costs, if proposed, should be fully detailed and supported, and should correlate with your technical proposal.

## 2. FACTOR 3 - RELEVANT EXPERIENCE AND PAST PERFORMANCE

Each offeror will be evaluated on its relevant experience and past performance, and that of significant subcontractors or teaming partners, if any, under existing or prior contracts for similar products or services. Past performance information will be used to assess the extent to which contract objectives (including technical, management, cost and small and small disadvantaged subcontracting goals) have been achieved on related efforts. Relevant experience is the accomplishment of work which is comparable or related to the work or effort required by this RFP. This factor includes the evaluation 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) will be considered. You are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on your overall evaluation.

The Form REPP -- Relevant Experience and Past Performance (Form REPP), included in Attachment 2 to this RFP, will be used to collect information concerning the relevant experience and past performance of the offeror and any subcontractor and/or teaming partner. The offeror shall select three of its customers and three customers for each subcontractor and/or teaming partner, for which it 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. Your customers should return or fax this form 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. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offeror during the discussion phase of this procurement.

Offerors shall include with their proposal a list of the firms that will submit evaluation forms. The offeror shall also include a list of other contracts it 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. 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.

Offerors shall prepare short narrative explanation on each contract listed or for which a Form REPP will be received that identifies its customers 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 (Please insure that this information is current and correct.)
- d. Contract type
- e. Contract beginning and end dates
- f. Description of the contract work and explanation of its relevance to this solicitation

You should also describe the original cost/price and delivery terms in the contract and the cost/price and delivery actually experienced, and explain any differences. 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.

### 3. CONTRACT OFFER

The offeror shall submit three copies of its contract offer, each with original signatures, with the original of its business proposal (but not with the ten copies). A "contract offer" shall consist of Solicitation Sections A through K ("A" is the Standard Form 33), including the Exhibits referenced in Section J, but not the Attachments. All properly acknowledged amendments will be considered a part of your contract offer, and hard copies of each amendment will be attached to the executed contract of the successful offeror. All items in Sections A through K that require information to be filled in shall be completed by the Contractor. The Small and Small Disadvantaged Business Subcontracting Plan shall be included as Exhibit D to the contract offer. Should the Government select a Contractor based on initial offers, the Contracting Officer will execute the award by countersigning the three copies of the "contract offer" on the Standard Form 33.

#### L.32 DETERMINATION OF FINANCIAL RESPONSIBILITY

The successful offeror may be required to demonstrate its responsibility for award and/or, if appropriate, the responsibility of its proposed subcontractors. Accordingly, you are hereby advised that if you are the selected offeror you may be requested to provide additional information pertaining to your (and your subcontractor(s)) financial resources after submission of your initial proposal. (See FAR 9.104-1)

#### L.33 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

- (a) Definitions. As used in this provision--

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by  $45 = \$17.78$ ).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

#### L.34 OFFEROR'S LIBRARY

An offeror's library has been established and is located at 5 West Taylor Street (Bldg. 1236), Room 109, at NASA LaRC. The library contains the facility operating practices and procedures, NASA/LaRC guidance and standards, and other procedures and guidelines referenced in the RFP. The hours of operation are from 7:30 a.m. to 3:00 p.m. Monday through Friday, excluding holidays. The library will be open for operation from release of the draft RFP through the proposal due date. Offerors wishing to visit the library should contact Mr. Jeff Hill at (757) 864-5107 to schedule an appointment. It is requested that library visits be limited to 2 hours in duration unless otherwise coordinated with Mr. Hill. Duration of library visits may be otherwise limited if the demand so dictates. All users of the library must have a proper NASA Visitor's Badge, which may be obtained from the NASA Langley Badge and Pass Office located at the Main Gate (1 Langley Boulevard). No material may be removed from the library. A copier will NOT be provided. A 110VAC outlet is located within the library which visitors may use as appropriate to assist them during their scheduled visit. No other support is available.

#### L.35 CONTRACT DURATION

It is anticipated that there will not be a single follow-on to this procurement. Instead, when the resultant contract for this solicitation expires at the end of its 14 month period of performance, it is anticipated that the different functions of this Statement of Work will be folded into other existing support service contracts at LaRC, as appropriate according to their specific Statements of Work; these other contracts will be awarded competitively prior to the expiration date of this contract. The option periods set forth in H.6 are provided solely to cover any unanticipated delays or circumstances.

or Government-determined probable cost. However, the Government may award to an Offeror with higher cost if the Offeror has higher rated qualitative merit and/or relevant experience and past performance, provided the cost 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 cost differential between it and other proposals warrants doing so.

## M.2 SUMMARY OF EVALUATION PROCEDURES

1. Initially, the members of the evaluation team will review each technical and business proposal in sufficient depth to identify any proposals that are considered to be unacceptable, as set forth in NASA FAR Supplement (NFS) 1815.608-70. The Offerors submitting proposals that are determined to be unacceptable will be notified and will be eliminated from further evaluation.

2. Each team member will then review in depth each technical proposal documenting strengths and weaknesses (indicating major and minor where applicable) for each QEC. Each team member will assign a rating from M.3 below to each QEC for each Offeror.

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

4. The evaluation team will conduct an analysis of each Offeror's cost proposal to determine its reasonableness, its acceptability, and the extent to which it reflects performance addressed in the technical proposal. If the cost 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. A probable cost will be developed for each offer.

5. 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 cost) 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, Very Good, Good, Fair or Poor. The definitions for the relevant experience and past performance ratings are included on Page 1 of Attachment 2.

6. 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 and probable cost. Based on the findings, the Selection Official may elect to do any of the following:

a. Select the successful Offeror(s) in accordance with M.1 without further discussions, provided that it can be clearly demonstrated that (1) selection of an initial offer or offers will result in the best value for the Government, considering cost, 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(s) deemed to offer the best value.

b. Select a competitive range, limited to those Offerors having a reasonable chance of being selected for award, with which to conduct written and/or oral discussions. The purpose of discussions, if held, will be to assist the evaluation team in fully understanding each finalist's proposal and to assure that the intent and the points of emphasis of the solicitation have been adequately conveyed to the finalists so that all are competing equally on the basis intended by the Government. Any discussions that are conducted will be in accordance with FAR 15.610 and NFS 1815.610.

7. If a competitive range is selected for the purpose of conducting discussions those offerors that are excluded from the competitive range will be immediately notified. The evaluation team will debrief any offeror excluded from the competitive range that submits a written request, either immediately following the competitive range selection or following the award selection, at the option of the offeror. Information on the composition of the competitive range and relative standing of the offerors will not be available for release until AFTER contract award.

8. When discussions are conducted, each Offeror in the competitive range will be afforded an equal opportunity to revise his/her proposal. A common cutoff date will be established for submission of the revised proposals. The evaluation team will reconvene to determine if changes need to be made to the evaluation team's assigned ratings or probable costs. 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 competitive range in accordance with M.1.

9. The rationale for selection of the successful Offeror(s) will be recorded in a selection statement that succinctly records the basis upon which selection was made.

10. The evaluation team will debrief any successful or unsuccessful Offeror submitting a written request. (See also Paragraph 7 above.)

### M.3 RATING

A. Qualitative Evaluation Characteristics: Each Qualitative Evaluation Characteristic for each Offeror will be assigned one of the following ratings.

Exceeds Requirement:

A comprehensive and thorough proposal of exceptional merit. The technical superiority is clearly demonstrated.

Meets Requirement:

A proposal that meets all the essential requirements of the QEC. Overall competence is demonstrated.

Fails to Meet Requirements:

A proposal that contains deficiencies in either approach or understanding, or does not address all the essential requirements of the QEC. This includes approaches that are not technically feasible to perform, or could not be technically acceptable without substantial rewriting or submission of a new approach.

B. The Source Evaluation Team will assign one of the following ratings for Relevant Experience and Past Performance for each Offeror:

**EXCELLENT** - Exemplary performance of exceptional merit in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance. (Experience is highly relevant to this procurement.)

**VERY GOOD** - Very efficient performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies. (Experience is very relevant to this procurement.)

**GOOD** - Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance. (Experience is relevant to this procurement.)

**FAIR** - Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance. (Experience is somewhat relevant to this procurement.)

**POOR** - Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely effects overall performance. (Experience is not relevant to this procurement.)

Firms without a past performance record shall be given a neutral rating by assigning an adjective rating of Good.

**M.4 RELATIVE IMPORTANCE OF COST, QUALITATIVE MERIT, AND REPP**

A. Overall, in the selection of an offeror for contract award, Cost, Qualitative Merit, and Relevant Experience and Past Performance (REPP) will be of essentially equal importance. Qualitative Merit and REPP, when combined, are significantly more important than Cost.

B. Within the Qualitative Merit factor, QECs 1 and 2 are each considered to be approximately twice as important as each of QECs 3 and 4.

# ATTACHMENT 1

<b>PROPOSAL COVER SHEET</b> <i>(Cost or Pricing Data Not Required)</i>	1. SOLICITATION/CONTRACT/MODIFICATION NUMBER	OMB NO.: 9000-0013 Expires: 09/30/98
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Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

2a. NAME OF OFFEROR		3a. NAME OF OFFEROR'S POINT OF CONTACT		3c. TELEPHONE	
2b. FIRST LINE ADDRESS		3b. TITLE OF OFFEROR'S POINT OF CONTACT		AREA CODE	NUMBER
2c. STREET ADDRESS					
2d. CITY	2e. STATE	2f. ZIP CODE		4. TYPE OF CONTRACT ACTION <i>(Check)</i>	
5. TYPE OF CONTRACT <i>(Check)</i> <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER <i>(Specify)</i>		A. NEW CONTRACT		D. LETTER CONTRACT	
		B. CHANGE ORDER		E. UNPRICED OPTION	
		C. PRICE REVISION/ REDETERMINATION		F. OTHER <i>(Specify)</i>	

6. PERFORMANCE					
P L A C E (S)	a.		P E R I O D (S)	a.	
	b.			b.	
	c.			c.	

7. List and reference the identification, quantity and total price proposed for each contract line item. *(Continue on reverse, if necessary. Use same headings.)*

a. LINE ITEM NO.	b. IDENTIFICATION	c. QUANTITY	d. TOTAL PRICE	e. PROP. REF. PAGE

8. PROVIDE THE FOLLOWING *(If available)*

NAME OF CONTRACT ADMINISTRATION OFFICE			NAME OF AUDIT OFFICE		
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER	TELEPHONE	AREA CODE	NUMBER

This proposal is submitted in response to the solicitation, contract, modification, etc., in Item 1. By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted. See instructions at Table 15-3.

9a. NAME OF OFFEROR <i>(Typed)</i>	10. NAME OF FIRM	
9b. TITLE OF OFFEROR <i>(Typed)</i>		
11. SIGNATURE		12. DATE OF SUBMISSION

**ATTACHMENT 2****RELEVANT EXPERIENCE AND PAST PERFORMANCE EVALUATION INSTRUCTIONS****FORM REPP**

Send the completed form directly to the address listed at the bottom of page one.

Space is provided for comments (additional pages may be used if desired) and comments would be particularly appreciated concerning excellent and less than satisfactory performance. Good performance is effective performance, fully responsive to contract requirements; identified deficiencies do not have substantial effects on overall performance.

## FORM REPP -- RELEVANT EXPERIENCE AND PAST PERFORMANCE

Solicitation No. 1-062-DAE.1132

## 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: \_\_\_\_\_

Approximate number of full time employees involved: \_\_\_\_\_

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/STANLEY W. WARD  
 NASA LANGLEY RESEARCH CENTER  
 9A LANGLEY BOULEVARD  
 HAMPTON VA 23681-0001  
 TELEPHONE: (757) 864-2476  
 FAX: (757) 864-7898 (Secured FAX Machine)

This form contains Source Selection Information when completed. See FAR 3.104.

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.	Responsiveness to Technical Direction	E	VG	G	F	P	N/A
E.	Phase-in	E	VG	G	F	P	N/A
F.	Meeting SDB Goals	E	VG	G	F	P	N/A
G.	Planning, Estimating and Scheduling	E	VG	G	F	P	N/A
H.	Work Control	E	VG	G	F	P	N/A
I.	Responsiveness to Changing Requirements	E	VG	G	F	P	N/A
J.	Management of Diverse Tasks	E	VG	G	F	P	N/A
K.	Early Identification of Problems and Timely Resolution	E	VG	G	F	P	N/A
L.	Labor Relations	E	VG	G	F	P	N/A
M.	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

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

If yes, please elaborate: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

VII. CONCLUSIONS

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT 3**

**NTF Test Schedule**

**ATTACHMENT 4**

**NTF Facility Baseline Document List**

**ATTACHMENT 5**

**NTF PCS Data Playback Request Form**

**ATTACHMENT 6**

**NTF Date Reduction Instruction Sheet**

**ATTACHMENT 7**

**NTF Metrology Recall**

**ATTACHMENT 8**

**NTF Task/Test Request (TTR) Form**

**ATTACHMENT 9**

**Problem/Failure Report**

**ATTACHMENT 10**

**NTF Maintenance Inspection Procedures List**

**ATTACHMENT 11**

**NTF Test Setup Files**

**ATTACHMENT 12**

**NTF Model Preparation Schedule Samples**

**ATTACHMENT 13**

**NTF Productivity Profile**

**ATTACHMENT 14**

**Equipment Listing**

1. Accelerometer, 8 each, PCB
2. Accelerometer Monitor, Bently Nevada Corp. 3300/25, 1 each, Bently Nevada
3. Accelerometer Monitor, Bently Nevada Corp. 2200/2, 1 each, Bently Nevada
4. Accelerometer, +/- 100 G, Cryogenic, PCB 3090PTM42, 8 each, PCB
5. Accelerometer, +/- 100 G, PCB 309M42, 8 each, PCB Piezotronics
6. Accelerometer, 3-Way, For AOA Use, 1 each, Sundstrand Data Control, Inc.
7. Accelerometer, Endevco 2215, 1 each, Endevco
8. Accelerometer, Endevco 2242, 1 each, Endevco
9. Accelerometer, Endevco 2250A-10, No Temp Compensation, 8 each, Endevco
10. Accelerometer, Kistler 2271A, 12 each, Endevco
11. Accelerometer, Kistler 818, 13 each, Kistler
12. Accelerometer, PCB 309M42, 1 each, PCB
13. Accelerometer, W/O Temperature Compensation, Kulite, 50G, 2 each, Kulite
14. Accelerometer, W/Temperature Compensation, Kulite, 10G, 2 each, Kulite
15. Ammeter, Current Tester, 1 each, Omega Engineering
16. Amplifier, Differential, Pacific Instruments 70A-2A17, 14 each, Pacific Scientific
17. Amplifier, Galvanometer, Bell & Howell 1-172, 2 each, Bell and Howell
18. Amplifier, Neff 130, 17 each, Neff Instrument Corp.
19. Amplifier, Pulse DA, 1 each, Cohu Inc.
20. Amplifier, Transducer, Pacific 8655, 10 each, Pacific Instruments
21. Amplifier, Transducer, Pacific Instruments 8655, 10 each, Pacific Amplifier
22. Amplifier, Transducer, Pacific Instruments 8655, 5 each, Pacific Instruments
23. Amplifier, Video, 2 each, Cohu Inc.
24. Amplifier, Video, 10 each, Dynair Electronics Inc.
25. AMS-1, 1 each, Ascentia
26. Analyzer, Spectrum, Spectral Dynamics SC375, 1 each, Spectral Dynamics
27. AOA, Angle of Attack, 10-1, 1 each, NASA
28. AOA, Angle of Attack, 10-2, 1 each, NASA
29. AOA, Angle of Attack, 10-3, 1 each, NASA
30. AOA, Angle of Attack, 10-4, 1 each, NASA
31. AOA, Angle of Attack, 10-5, 1 each
32. AOA, Angle of Attack, 101, 1 each, NASA
33. AOA, Angle of Attack, 11-1, 1 each, NASA
34. AOA, Angle of Attack, 11-2, 1 each, NASA
35. AOA, Angle of Attack, 12-1, 1 each, NASA
36. AOA, Angle of Attack, 12-3, 1 each, NASA
37. AOA, Angle of Attack, 12-4, 1 each, NASA
38. AOA, Angle of Attack, 12-5, 1 each, NASA
39. AOA, Angle of Attack, 12-6, 1 each, NASA
40. AOA, Angle of Attack, 12-7, 1 each, NASA
41. AOA, Angle of Attack, 202-1, Dual Accel, 1 each, NASA
42. AOA, Angle of Attack, 202-2, Dual Accel, 1 each, NASA
43. AOA, Angle of Attack, 32-1, 3-Axis, 1 each, NASA
44. AOA, Angle of Attack, 32-2, 3-Axis, 1 each, NASA
45. Barocel, Gauge, Capacitance, 1 Psid, 1 each, Datametrix-Dresser Industries
46. Barocel, Gauge, Capacitance, 10 MM HGD, 1 each, Datametrix
47. Barocel, Gauge, Capacitance, 150 Psia, 2 each, Datametrix-Dresser Industries
48. Barocel, Gauge, Capacitance, 150 Psid, 1 each, Edwards High Vacuum
49. Barocel, Gauge, Capacitance, 20 Psid, 5 each, Datametrix-Dresser Industries
50. Barocel, Gauge, Capacitance, 5 Psid, 4 each, Datametrix-Dresser Industries
51. Barocel, Gauge, Capacitance, 5 Psid, 2 each, Edwards/Datametrix
52. BCD to IEEE Converter, Interface Systems, 801-48-50/52, 2 each, Interface Systems Inc.
53. BDDU, Balance Dynamic Display Unit, 1 each, Wyle
54. BDDU, Balance Dynamic Display Unit, 1 each, NASA
55. Bias Control Unit, PSI 780B-04, 3 each, PSI
56. Bradymarker XC Plus Printer, 1 each, Brady

57. Bridge Accelerometer, LN2 Supply Line, Robertshaw, 5 each, Robertshaw
58. Bubble Box, AOA, 6 each, NASA
59. Bubble Level, 9 each, Geir & Bluhh Inc.
60. Bubble Level, Inverted, 2 each, Geir and Bluhh
61. Bubble Level, Upright, 2 each, Geir and Bluhh
62. Bubble Level, Upright, #2, 1 each, Geir and Bluhh
63. Bubble Level, Upright, Aluminum, 1 each, NASA
64. Bucket, NEFF Amplifier Card, Spare, 1 each Neff
65. Bus, Interface, General Purpose, 1 each, Interface Systems Inc.
66. Cal Relay Card, Neff Dau, 1 each, Neff
67. Calculator, with Printing Capabilities, 1 each, Hewlett-Packard
68. Calibrator, Multifunction, 1 each, Ris
69. Calibrator, Sound Level, General Radio 1562, 1 each, General Radio
70. Calibrator, Vibration, General Radio 1557A, 1 each, General Radio
71. Calibrator, Voltage/Current, Fluke 382A, 1 each, John Fluke Mfg. Co. Inc.
72. Camera Controller, Dual, Dage, 1 each, Dage
73. Camera, Cohu Solid State, 4815-2100, 1 each, Cohu
74. Camera, Sony AVC-1400, 1 each, Sony
75. Camera, Sony, XC999, 1 each, Sony
76. Camera, Television, Dage NC-66 DAC, 1 each, Dage
77. Camera, Television, Dage NC-68A(875), 1 each, Dage
78. Camera, Television, Dge VC68X(875/60), 1 each, Dage
79. Charge Converter, 5 each, Endevco
80. Chassis, for Scan Scope 1810, 1 each, Datacheck Corp.
81. Chassis, Video, 3 each, Dynair Electronics Inc.
82. Chiller, Neslab RTE-110, 1 each, Neslab
83. Chiller, Neslab RTE-111, 1 each, Neslab
84. Communications Expander, CEU-1, Kaye, 1 each, Kaye
85. Controller, Heater, 0-299 Degrees, Shimaden, 1 each, Shimaden
86. Counter, Frequency, Systron Donner 6202A, 1 each, Systron Donner
87. Critical Point Analyzer, Wyle, 1 each, Wyle Laboratories
88. Current Probe, Fluke Y8100, 1 each, Fluke
89. Current Source, 0-40V, .5 Amps, Harrison Labs 865B, 1 each, Harrison Laboratories, Inc.
90. Current Source, 1 Milliamp, Calspan Fab, UTR Use, 2 each, Calspan
91. Current Source, DC, 0-100 Volts, 0-250 MA, H/P 6181C, 4 each, Hewlett Packard
92. Data Recorder, Metrum RSR512, 1 each, Metrum
93. DC Cal Supply Board, Neff 620, 6 each, Neff
94. Detector, Leak, DS Gate Valve, 1 each, Barton
95. Detector, Leak, US Gate Valve, 1 each, Barton
96. Digital Display, Ruska 15 Psi Diff, 1 each, Ruska
97. Digital Thermocouple Thermometer, Omega 450AET, Type E, 1 each, Omega
98. Digitmeter, Weather Station, Newport 202-A, 2 each, Newport
99. ESP Module, 02.5 Psid, 32 P, Str Tube, .060, 12 each, PSI
100. ESP Module, 02.5 Psid, 48 P, SL, SLT Tube, .040, 4 each, PSI
101. ESP Module, 02.5 Psid, 64 P, Str Tube, .040, 12 each, PSI
102. ESP Module, 05.0 Psid, 32 P, Str Tube, .060, 1 each, PSI
103. ESP Module, 05.0 Psid, 32 P, TL, Str Tube, .060, 5 each, PSI
104. ESP Module, 02.5 Psid, 48 P, SL, Sit Tube, .040, 2 each, PSI
105. ESP Module, 10 Psid, 32 P, TL, Sit Tube, .040, 1 each, PSI
106. ESP Module, 10 Psid, 32 P, SL, SRT Tube, .060, 2 each, PSI
107. ESP Module, 15 Psid, 32 P, SL, SLT, Tube, .040, 6 each, PSI
108. ESP Module, 15 Psid, 32 P, Str Tube, .060, 13 each, PSI
109. ESP Module, 15 Psid, 32 P, TL, SLT Tube, .040, 1 each, PSI
110. ESP Module, 15 Psid, 48 P, SL, SLT Tube, .040, 14 each, PSI
111. ESP Module, 15 Psid, 64 P, SLT Tube, .040, 2 each, PSI
112. ESP Module, 30 Psid, 32 P, SL, SLT Tube, .040, 7 each, PSI

113. ESP Module, 30 Psid, 32 P, STR Tube, .060, 5 each, PSI
114. ESP Module, 30 Psid, 32 P, TL, STR Tube, .060, 3 each, PSI
115. ESP Module, 30 Psid, 48 P, SL, SLT Tube, .040, 10 each, PSI
116. ESP Module, 30 Psid, 48 P, SL, STR Tube, .040, 1 each, PSI
117. ESP Module, 30 Psid, 64 P, SLT Tube, .040, 1 each, PSI
118. ESP Module, 45 Psid, 32 P, SL, SLT Tube, .040, 2 each, PSI
119. ESP Module, 45 Psid, 32 P, TL, STR Tube, .060, 4 each, PSI
120. ESP Module, 45 Psid, 48 P, SL, SLT Tube, .040, 6 each, PSI
121. ESP Module, 45 Psid, 48 P, SL, STR Tube, .040, 2 each, PSI
122. ESP Module, 45 Psid, 64 P, SLT Tube, .040, 3 each, PSI
123. Filter, Band Pass, Rockland 852, 2 each, Rockland Corp.
124. FM Calibrate Panel, 1 each, NASA
125. Gauge, 0-1000 Microns, Hastings, 8 each, Hastings
126. Gauge, Digital, 0-30 Psig, Rochester Inst. Sys. DPG-600, 1 each, Rochester Instrument Systems
127. Gauge, Force, 50 lb, Dillon, 1 each, Weigh-Tronix / Dillon
128. Gauge, Pressure, 0-500 psig, Heise C, 1 each, Heise
129. Gauge, Pressure, Delta, 0-10" H2O, 4 each, Barton
130. Gauge, Pressure, Delta, 0-200 Psid, 1 each, Barton
131. Gauge, Pressure, Delta, 0-50" H2O, 1 each, Barton
132. Gauge, Test, 0-150 Psig, Ashcroft 1082, 1 each, Ashcroft
133. Gauge, Test, 0-5000 Psig, Ashcroft, 2 each, Ashcroft
134. Gauge, Test, 0-600 Psig, Ashcroft, 1 each, Ashcroft
135. Generator, Function, Wavetech 110, 1 each, Wavetech
136. Generator, Noise, General Radio 1390B, 1 each, General Radio
137. Generator, Time Code, Datum 9300-7011, 1 each Datum Inc.
138. Generator, Time Code, Systron-Donner 8154, 1 each, Systron-Donner
139. Ground Isolation Monitor, Tektronix A6901, 1 each, Tektronix
140. Hastings Vacuum Gauge, 2 each, Hastings
141. Heater Controller, 1 each, NASA
142. Heater Controller, AOA, 2 Channel, With Shimdens, 4 each, NASA
143. Heater Controller, Type 81, 19 each, NASA
144. Heater, Barocel, 11 each, Datametrics-Dresser Industries
145. Heater, Barocel, 2 each, Edwards, Datametrics
146. Hygrometer, Dew Point, EG&G 300, 3 each, EG&G Inc.
147. Hygrometer, Dew Point, EG&G 911, 1 each, EG&G Inc.
148. Hygrothermograph, Honeyell 612X21, 1 each, Honeywell
149. Hygrothermograph, Weathermeasure 5020-A, 1 each, Weathermeasure, Div. Of Qualimetric
150. IEEE Extender, 1 each, Hewlett Packard
151. IEEE Extender, Multipoint HP-IB Extender, HP37204A, 2 each, HP
152. Inclinator, Schaevitz LSVP-90, 1 each, Schaevitz
153. Industrial Controller, West 5010, 2 each, West
154. Information Storage, 28 Channel, Metrum, 1 each Metrum
155. Information Storage, Playback, 28 Channel, Metrum, 1 each, Metrum
156. Interface, ESP, Psi 8415, 6 each, PSI
157. Interface, Super Scanner, S84-IFC, PSI 8400, 4 each, PSI
158. Level Switch, 2 each, Ill Barton
159. Level Transmitter, 2 each, Foxboro
160. Mensor, Digital Pressure Gauge 11900, 005 Psid, 1 each, Mensor Corp.
161. Mensor, Digital Pressure Gauge 11900, 015 Psid, 1 each, Mensor Corp.
162. Mensor, Digital Pressure Gauge 11900, 030 Psia, 2 each, Mensor Corp.
163. Mensor, Digital Pressure Gauge 11900, 050 Psia, 1 each, Mensor Corp.
164. Mensor, Digital Pressure Gauge 11900, 050 Psid, 1 each, Mensor Corp.
165. Mensor, Digital Pressure Gauge 11900, 080 Psia, 1 each, Mensor Corp.
166. Mensor, Digital Pressure Gauge 11900, 150 Psia, 1 each, Mensor Corp.
167. Mensor, Digital Pressure Gauge 11900, 200 Psia, 1 each, Mensor Corp.
168. Mensor, Digital Pressure Gauge 14000, 0-5 Psid, 1 each, Mensor Corp.

169. Mensor, Digital Pressure Gauge 14000, 0-1000 Psia, 1 each, Mensor Corp.
170. Monitor, Panasonic TR-930, 1 each, Panasonic
171. Monitor, RCA TC1910A, 1 each, RCS
172. Monitor, RCA TC1910A, 3 each, RCA
173. Monitor, Watchcam, 1 each, Sony
174. Multimeter, 1 each, Fluke
175. Multimeter, 1 each, Simpson
176. Multimeter, 2 each, Fluke
177. Multimeter, Digital, 3 each, Fluke
178. Multimeter, Digital Voltage, Fluke 77/BN, 1 each, Fluke
179. Multimeter, Digital, Fluke 25, 1 each, Fluke
180. Multimeter, Digital, Fluke 73, 1 each, John Fluke Mfg. Co. Inc.
181. Multimeter, Digital, Fluke 75, 1 each, John Fluke Mfg. Co. Inc.
182. Multimeter, Digital, Fluke 77/BN, 1 each, John Fluke Mfg. Co. Inc.
183. Multimeter, Digital, Fluke 8000A/MTR01, 1 each, John Fluke Mfg. Co. Inc.
184. Multimeter, Digital, Fluke 8024A, 1 each, John Fluke Mfg. Co. Inc.
185. Multimeter, Digital, For 3-Way Axis Inclinator, 3 each, Hewlett-Packard
186. Multimeter, Digital, H/P 3468A, 3 each, Hewlett-Packard Co.
187. Multimeter, Digital, Handheld, Fluke 25, 1 each, Fluke
188. Multimeter, Digital, Keithley 131, 3 each, Keithley Instruments Inc.
189. Multimeter, Digital, Keithley 179, 1 each, Keithley Instruments Inc.
190. Multimeter, Digital, Keithley 179A, 1 each, Keithley Instruments Inc.
191. Multimeter, H.P. H 3468A, 1 each, Hewlett Packard
192. Multimeter, Triplett 631, 1 each, Triplett
193. Multimeter, True RMS, Fluke 87, 1 each, Fluke
194. Multiplexer, Gandalf Line Hiser GLM518, 5 each, Gandalf
195. Multiplexer, Microphone, B&K 227/9, 1 each, Bruel and Kjaer Instruments
196. Neff Amplifier Card, High Level, 19 each, Neff
197. Neff Amplifier Card, Low Level, 20 each, Neff
198. Oscillograph, Plotter, Strip Chart Rec, H&H 5-134P418, 1 each, Bell and Howell Co.
199. Oscilloscope, 2 each, Hitachi Denshi Ltd
200. Oscilloscope, 1 each, Hewlett Packard
201. Oscilloscope, BDDU, Hitachi V-222, 1 each, Hitachi
202. Oscilloscope, Portable, Hitachi V-212, 2 each, Hitachi
203. Oscilloscope, Portable, Iwatsu SS5702, 1 each, Iwatsu Instrument Co.
204. Oscilloscope, Portable, Iwatsu SS5702, CPA or BDDU Use, 1 each, Iwatsu Instrument Co.
205. Oscilloscope, Portable, Tektronix 212, 1 each, Tektronix, Inc.
206. Oscilloscope, Portable, Tektronix 465B, 1 each, Tektronix, Inc.
207. Oscilloscope, Tek 224, 1 each Tektronix
208. PCU, Pressure Calibrate Unit, 05 Psid, 4 each, PSI, Pressure Systems Inc.
209. PCU, Pressure Calibrate Unit, 15 Psid, 4 each, PSI, Pressure Systems Inc.
210. PCU, Pressure Calibrate Unit, 30 Psid, 2 each, PSI, Pressure Systems Inc.
211. PCU, Pressure Calibrate Unit, 30 Psid, Mod, 2 each, PSI, Pressure Systems Inc.
212. PCU, Pressure Calibrate Unit, 45 Psid, 1 each, PSI, Pressure Systems Inc.
213. PCU, Pressure Calibrate Unit, 45 Psid, Mod, 2 each, PSI, Pressure Systems Inc.
214. PCU, Pressure Calibrate Unit, 50 Psid, 1 each, PSI, Pressure Systems Inc.
215. Platinum Resistance Thermometer, 20 each, Minco
216. Plotter, 1 each, Hewlett Packard
217. Plotter, Graphics, Hewlett Packard 7225A, 1 each, Hewlett Packard
218. Power Supply, 1 each Trygon
219. Power Supply, 0-10 Volts, HP 6113A, 12 each, Hewlett-Packard
220. Power Supply, 0-18V, Harrison 855B, 1 each, Harrison
221. Power Supply, 0-40 Volts, Trygomodel HR40-5, 1 each, Trygon
222. Power Supply, 0-40V, 0-10A, 1 each, Hewlett-Packard
223. Power Supply, 0-55 Volts, 0-2 Amps, Kepco JQE55-2M, 8 each, Kepco
224. Power Supply, 100 Volts, 5 amps, 1 each Kepco

225. Power Supply, 7.5 Volts, HP 6203B, 2 each, Hewlett-Packard
226. Power Supply, Barocel, 699, 3 each, Datametrics-Dresser Industries
227. Power Supply, Barocel, 699-2, 2 each, Datametrics-Dresser Industries
228. Power Supply, Bi-Polar, Kepco BDP-100-4M, 2 each, Kepco
229. Power Supply, DC, 1 each, HP
230. Power Supply, DC, 0-120V, 0-2.5A, HP, 1 each, Hewlett Packard
231. Power Supply, DC, 0-18V, 0-10A, Kepco KS-18-10M, 1 each, Kepco
232. Power Supply, DC, 0-36V,0-3A, 1 each, Harrison Labs
233. Power Supply, DC, 0-60V, 0-15A, H/P, for Cameras, 7 each, Hewlett Packard
234. Power Supply, ESP 8400, Processor, 1 each, PSI
235. Power Supply, HP 6433B, 1 each, HP
236. Power Supply, Lo Volt/Hi Curr, 1 each, Hewlett Packard
237. Power Supply, Special Purpose, Norman, Camera Flash, 2 each, Norman Enterprises
238. Power Supply, Video, 1 each, Cohu Inc
239. Power Supply, Video, 3 each, Dynair Electronics Inc
240. Power Unit, Line, PCB 484, 8 each, PCB Piezotronics
241. Power Unit, PCB Model 480E09, 2 each, PCB
242. Power Unit, PCB Piezotronics, 483B07, 1 each, PCB Peizotronics
243. Power Unit, PCB, 4 Channel, Amplifying, 1 each, PCB
244. Pressure Indicator, 7 each, Ashcroft
245. Pressure Pump, Calibration, Beamex PG300V, 1 each, Beamex
246. Pressure Switch, 2 each, Ashcroft
247. Pressure Transducer, +/- 5 Psid, 1 each, Setra
248. Pressure Transducer, +/- 5 Psid, Kulite CT-190-5D, 11 each, Kulite
249. Pressure Transducer, +/- 5 Psid, Kulite CCQ-093-5D, 11 each, Kulite
250. Pressure Transducer, +/- 5 Psid, Kulite XT-190-5D, 2 each, Kulite
251. Pressure Transducer, +/- 5 Psid, Kulite CCQ-093-5D, 2 each, Kulite
252. Pressure Transducer, +/- 5 Psid, Kulite CT-190-5D, 2 each, Kulite
253. Pressure Transducer, +/- 5 Psid, Kulite CCQ-093-5D, 1 each, Kulite
254. Pressure Transducer, 0-1 Psid, 3 each, Setra
255. Pressure Transducer, 05 Psig, Endevco 8510, 2 each, Endevco
256. Pressure Transducer, 10 Psig, Endevco 8507, 17 each, Endevco
257. Pressure Transducer, 100 Psig, Endevco 8510, 2 each, Endevco
258. Pressure Transducer, 130 Psia, 3 each, Setra
259. Pressure Transducer, 130 Psig, 6 each, Setra
260. Pressure Transducer, 15 Psia, Endevco 8515, 3 each, Endevco
261. Pressure Transducer, 15 Psig, Endevco 8507, 1 each, Endevco
262. Pressure Transducer, 150 Psia, 10 each, Setra
263. Pressure Transducer, 10 Psig, Endevco 8507, 1 each, Endevco
264. Pressure Transducer, 50 Psig, Endevco 8507, 4 each Endevco
265. Pressure Transmitter, 5 each, Foxboro
266. Printer, ADP, for 3-Way Axis Set-up, 1 each, Hewlett-Packard
267. Probe, Humidity and Temperature, Vaisala HMP-35A, 1 each Vaisala
268. PRT, Hycal Platinum Resistance Thermometer, 100 OHMS, 3 each, Hycal
269. PRT, Rosemount Platinum Resistance Thermometer, 1000 OHMS, 3 each, Rosemount
270. PSU, FRS System, 15 Psid, 1 each, PSI
271. PSU, FRS System, 150 Psia, 1 each, PSI
272. PSU, FRS System, 30 Psid, 1 each, PSI
273. PSU, Pressure Standard Unit, 15 Psid, Mach# System, 1 each, PSI
274. PSU, Pressure Standard Unit, 150 Psia, Mach#, 2 each, PSI
275. PSU, Pressure Standard Unit, 30 Psid, Mach# System, 1 each, PSI
276. Pump, Test, Portable, 1 each, Ashcroft
277. Q-Flex Signal Cond, 1 each, NASA
278. Q-Flex, 1 Channel, 2 each, NASA
279. Q-Flex, 2 Channel, 5 each, NASA
280. Q-Flex, 2 Channel, X 11 Gain, 4 each, NASA

281. Rack Enclosure, Pacific Amplifier Transducer, 1 each, Pacific Amplifier
282. Rack Enclosure, Pacific Amplifier Transducer, 1 each, Pacific Instruments
283. Rack, Amplifier, 1 each, Pacific Inst
284. Rack, Amplifier, Differential, 2 each, Pacific Scientific
285. Rack, Neff, 2 each, Neff Instrument Corp.
286. Ramp Processor, System, Data Recording, 1 each, Kaye Instruments Inc.
287. Receiver, Wireless Radio, 1-1, Freq 187.875, 1 each, Cetec Vega
288. Receiver, Wireless Radio, 1-2, Freq 182.875, 1 each, Cetec Vega
289. Receiver, Wireless Radio, 1-3, Freq 182.875, 1 each, Cetec Vega
290. Receiver, Wireless Radio, 1-4, Freq 182.875, 1 each, Cetec Vega
291. Receiver, Wireless Radio, 1-5, Freq 182.875, 1 each, Cetec Vega
292. Receiver, Wireless Radio, 1-6, Freq 182.875, 1 each, Cetec Vega
293. Receiver, Wireless Radio, 2-1, Freq 180.600, 1 each, Cetec Vega
294. Receiver, Wireless Radio, 2-2, Freq 180.600, 1 each, Cetec Vega
295. Receiver, Wireless Radio, 2-3, Freq 180.600, 1 each, Cetec Vega
296. Receiver, Wireless Radio, 2-4, Freq 180.600, 1 each, Cetec Vega
297. Receiver, Wireless Radio, 2-5, Freq 180.600, 1 each, Cetec Vega
298. Receiver, Wireless Radio, 2-6, Freq 180.600, 1 each, Cetec Vega
299. Recorder, Tape, Analog, 14 Channel, Honeywell, 1 each, Honeywell Inc. Aerospace Division
300. Recorder, Tape, Analog, Honeywell, 1 each, Honeywell Inc. Aerospace Division
301. Recorder, Tape, Analog, Metrum RSR512, 1 each, Metrum
302. Reference Junction, Ice Point Thermocouple, Kaye, 12 each, Kaye Instruments Inc.
303. Reference Junction, Kaye K170-48C, Cannabilized, 1 each, Kaye
304. Remote Display, ESP 8400, 1 each, Pressure Systems Inc.
305. Remote Display, PSI 8400, 3 each, PSI
306. Remote Processor, PSI 8400, 5 each, PSI
307. Resistor, 100 Ohms, Standard, Honeywell/Rubicon 1102, 1 each, Honeywell/Rubicon
308. Resistor, 1000 Ohm, Reference, Tinsley, 1 each, Tinsley
309. Resistor, 1000 Ohms, Standard, Leeds & Northrup, 1 each, Leeds & Northrup
310. Resistor, Decade, 1 each, General Radio Company
311. RTD, 100 Ohm, Kaye UTR, 1 each, Omega
312. RTD, 100 Ohm, Kaye UTR, 1 each, Kaye
313. RTD, 100 Ohm, Omega, In Kaye UTR, 1 each, Omega
314. RTD, 100 Ohm, UTR, 14 each, Kaye Instruments
315. Ruska, 15 Psi Differential, 1 each, Ruska Instrument Corp.
316. Ruska, Digital Pressure Gauge, Portable, 019 Psia, 2 each, Ruska Instrument Corp.
317. Ruska, Digital Pressure Gauge, Portable, 075 Psia, 1 each, Ruska Instrument Corp.
318. Ruska, Digital Pressure Gauge, Portable, 150 Psia, 1 each, Ruska Instrument Corp.
319. Ruska, Manometer, Quartz, 015 Psia, 2 each, Ruska Instrument Corp.
320. Ruska, Manometer, Quartz, 030 Psia, 3 each, Ruska Instrument Corp.
321. Ruska, Manometer, Quartz, 050 Psia, 5 each, Ruska Instrument Corp.
322. Ruska, Manometer, Quartz, 100 Psia, 5 each, Ruska Instrument Corp.
323. Ruska, Manometer, Quartz, 150 Psia, 8 each, Ruska Instrument Corp.
324. RUTR, Uniform Temperature Reference, with 100 OHM RTD, 1 each, Kaye Instruments
325. Scan Scope, Oscilloscope, Monitor, 5 each, Datacheck Corp.
326. SDU, Scanner Digitizer Unit, PSI 8400, 6 each, PSI
327. Selector, Multipoint, Fluke T/C Reader, 2 each, John Fluke Mfg. Co. Inc.
328. Sensor, Dew Point Hygrometer, EG&G 300, 5 each, EG&G
329. Sensor, Temperature/Humidity, Omega RG411, 2 each, Omega Engineering, Inc.
330. Shimaden Temperature Controller, 1 each, Shimaden Co. Ltd
331. Signal Conditioner, 10 Volt Modification, 3 each, Datametrics-Dresser Industries
332. Signal Conditioner, AOA, 1 each
333. Signal Conditioner, OA, 1 each, Qflex
334. Signal Conditioner, Datametrics 1015, 9 each, Datametrics-Dresser Industries
335. Signal Conditioner, Eight Channels, Endevco, 1 each, Endevco
336. Signal Conditioner, Endevco 2775A, 5 each, Endevco

- 337. Signal Conditioner, Accelerometer, 1 each, PCB
- 338. SJU, Scanner Junction Unit, PSI 8400, 9 each, PSI
- 339. Solomat Air Velocity Probe, 228MS, 1 each, Solomat
- 340. Solomat Airspeed Probe, 129MS, 1 each, Solomat
- 341. Solomat MPM 500E, Multifunctional Environmental Inst. Ent, 1 each, Solomat
- 342. Solomat Platinum RTD Probe, PT100, 1 each, Solomat
- 343. Solomat Pressure Indicator, 511LP, 1 each, Solomat
- 344. Solomat Relative Humidity and Dewpoint Sensor, 1 each, Solomat
- 345. Solomat RPM/Optical Tachometer Probe, 327TM, 1 each, Solomat
- 346. Solomat Type K Thermocouple Probe, 1 each, Solomat
- 347. Spectrum Analyzer, 2 each, Spectral Dynamics
- 348. Spectrum Analyzer, 1 each, Scientific Atlantic
- 349. Standalone, Neff Amp 122, 2 each, Neff Instrument Corporation
- 350. Standard, Calibration, Datron Wavetek 4800, 1 each, Datron/Wavetek
- 351. Standard, Calibration, Datron Wavetek 4800, 1 each, Wavetek
- 352. Standard, Calibration, Datron/Wavetek 4800, 1 each, Datron/Wavetek
- 353. Switch, Pressure, Delta, +/- 1.0" H2O, 1 each, Dwyer
- 354. Switch, Pressure, Delta, +/- 10" H2O, 4 each, Dwyer
- 355. Switch, Pressure, Delta, +/- 50" H2O, 1 each, Barton
- 356. Switch, Pressure, Delta, +/- 10" H2O, 1 each, Dwyer Instruments Inc
- 357. Switch, Pressure, Delta, Gate Valve, 1 each, Dwyer
- 358. Switch, Pressure, Delta, Gate Valve, 1 each, Barton
- 359. System Processor, Mach#, PSI 8401, 1 each, PSI
- 360. System Processor, PSI 8400, 3 each, PSI
- 361. Table, Leveling, 1 each, L.S.Starrett
- 362. TE Cooler/Heater Dummy Load, 1 each, Wyle
- 363. Temp Indicator, 1 each, Ashcroft
- 364. Temp. Controller, 15 each, West Instru. Corp.
- 365. Temperature Element, 3 each, Rosemont
- 366. Temperature Probe, 1 each, Rosemount
- 367. Thermal Switch, 2 each, Fenwal
- 368. Thermocouple Simulator-Calibrator, Ectron, 2 each, Ectron Corp.
- 369. Thermohygrometer, Digital, Omega RG411, 2 each, Omega Engineering Inc.
- 370. Thermometer, Digital, Fluke, 1 each, John Fluke Mfg. Co. Inc.
- 371. Thermometer, Digital, Fluke T/C Reader, 2 each, John Fluke Mfg. Co. Inc.
- 372. Thermometer, Digital, Instrulab, 2 each, Instrulab Inc.
- 373. Thermoswitch, 5 each, Fenwal
- 374. Time Code Generator, Datum, Programmable Time System, 1 each, Datum
- 375. Transceiver Base, Wireless Radio System 2, 1 each, Cetec Vega
- 376. Transceiver Base, Wireless Radio System 1, 1 each, Cetec Vega
- 377. Transducer, Level, LN2 Tank, 1 each, Foxboro
- 378. Transducer, Pressure, 0-7 Psig, 1 each, Fisher
- 379. Transducer, Pressure, 0-150 Psig, 1 each, Fisher
- 380. Transducer, Pressure, 0-250 Psig, 1 each, Fisher
- 381. Transducer, Pressure, 0-300 Psig, 1 each, Fisher
- 382. Transducer, Pressure, Digiquartz, 6 Psid, 1 each, Paroscientific, Inc.
- 383. Transducer, Pressure, Pitch, 2 each, Viatran
- 384. Transducer, Reference, Pressure, 1 each, Endevco
- 385. Transformer, Linear Variable Differential, 4 LN2 VLV 3683, 1 each, Lucas/Schaevitz
- 386. Transmitter, Temperature, -320 to 200 F, 6 each, RIS
- 387. Transmitter, Temperature, 0-150 F, 1 each, RIS
- 388. Transmitter, Temperature, 0-200 F, 1 each, RIS
- 389. Transmitter, Temperature, RTD, -320 to 200 F, 1 each, RIS
- 390. Transmitter, Temperature, RTD, 32-200 F, 3 each, RIS
- 391. Transmitter, Wireless Radio, 1-1, Freq 205.200, 1 each, Cetec Vega
- 392. Transmitter, Wireless Radio, 1-2, Freq 205.675, 1 each, Cetec Vega

- 393. Transmitter, Wireless Radio, 1-3, Freq 206.400, 1 each, Cetec Vega
- 394. Transmitter, Wireless Radio, 1-4, Freq 207.400, 1 each, Cetec Vega
- 395. Transmitter, Wireless Radio, 1-5, Freq 208.050, 1 each, Cetec Vega
- 396. Transmitter, Wireless Radio, 1-6, Freq 208.425, 1 each, Cetec Vega
- 397. Transmitter, Wireless Radio, 2-1, Freq 204.575, 1 each, Cetec Vega
- 398. Transmitter, Wireless Radio, 2-2, Freq 204.575, 1 each, Cetec Vega
- 399. Transmitter, Wireless Radio, 2-3, Freq 205.725, 1 each, Cetec Vega
- 400. Transmitter, Wireless Radio, 2-4, Freq 206.600, 1 each, Cetec Vega
- 401. Transmitter, Wireless Radio, 2-5, Freq 207.175, 1 each, Cetec Vega
- 402. Transmitter, Wireless Radio, 2-6, Freq 209.425, 1 each, Cetec Vega
- 403. UTR, Uniform Temperature Reference, W/2 100 OHM RTDS, 5 each, Kaye Instruments
- 404. UTR, Uniform Temperature Reference, W/4 100 OHM RTDS, 1 each, Kaye Instruments
- 405. UTR, Uniform Temperature Reference, With 100 OHM RTD, 1 each, Kaye Instruments
- 406. Vacuum Pump, Belt Drive, 6 each, Welch
- 407. Vacuum Pump, Direct Drive, 6 each, Welch
- 408. VCR, 1 each, Hatsushia Elec. Corp
- 409. VCR, JVC, Super VHS, 4 each, JVC
- 410. VCR, Mitsubishi BV1000, 1 each, Mitsubishi
- 411. Vibration Switch, 3 each, Robertshaw
- 412. Video Camera, 2 each, Sony
- 413. Volt-Ohm-Milliammeter, 2 each, Simpson Electric Company
- 414. Voltmeter, Digital, Data Precision 3503, 2 each, Data Precision Corporation
- 415. Voltmeter, Digital, Data Precision 3600, 6 each, Data Precision Corporation
- 416. Voltmeter, True RMS, 1 each, TSI Inc (Thermo Systems Inc.)

**ATTACHMENT 15**

126 (NAS1-#/#)

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

FROM: (Insert Company Name)

SUBJECT: Monthly Progress Report for Socioeconomic Goals -- NAS1-\_\_\_\_\_ for Period \_\_\_\_\_  
month/day/year

10a.	Small Business Concerns: (include SDB, WOSB, HBCU/MI)	\$ _____
10b.	Large Business Concerns:	\$ _____
10c.	Total (sum of Sm & Lg Bus):	\$ _____
11.	Small Disadv. Bus. Concerns: (include HBCU/MI)	\$ _____
12.	Woman-Owned Small Bus.: (include as part of 10a & 11 above)	\$ _____
	Historically Black Colleges/Univ.: and/or Minority Institutions (include as part of 10a & 11 above)	\$ _____

**SAMPLE**

**ATTACHMENT 16**

**Offeror's Library Contents Listing**

**ATTACHMENT 17**

**Preissuance Conference Viewgraphs and  
Information, and Additional Questions**

This attachment includes the viewgraphs presented at the preissuance conference held on December 5, 1997, except those presented by Mr. Jeff Hill, which are located at URL <http://ad-www.larc.nasa.gov/facility/ntf/ntf.html>.

This attachment also include questions received to date, and answers thereto, as well as an attendee list from the preissuance conference.

**GENERAL OVERVIEW**

COST-PLUS-FIXED-FEE CONTRACT

NO SPECIFIED LEVEL-OF-EFFORT

14 MONTH DURATION

AVAILABLE OPTIONS - UP TO 12 MONTHS

**PROPOSALS**

75 PAGE LIMITATION - TECHNICAL (VOL. I) (L.22)

ORIGINAL PLUS 10 COPIES (L.33)

PROPOSAL GUIDANCE IN L.33

## EVALUATIONS

BEST VALUE (M.1)

4 QUALITY EVALUATION CRITERIA (QEC)

- INITIAL STAFFING PHASE-IN, & PERSONNEL RETENTION
- WORK ACCOMPLISHMENT/MANAGEMENT
- TOTAL COMPENSATION PLAN
- SDB PARTICIPATION GOAL

EVALUATION OF:

- TECHNICAL (QUALITATIVE) FACTOR 1 - QEC 1 AND 2 EACH TWICE QEC 3 OR  
4
- COST - FACTOR 2
- RELEVANT EXPERIENCE/PAST PERFORMANCE - FACTOR 3

EVALUATION PROCESS IN M.2 OF RFP

**CLOSING INFORMATION**

- ALL QUESTIONS OR COMMENTS TO STAN WARD - SEE L.29
- DRAFT RFP COMMENTS DUE HERE DECEMBER 12, 1997
- FINAL RFP SCHEDULED FOR RELEASE APPROX. DECEMBER 19
- WATCH THE WEB

## EVALUATION PROCESS

1. INITIAL REVIEW -- UNACCEPTABLE PROPOSALS IDENTIFIED
2. DETAILED REVIEW -- DOCUMENTED STRENGTHS AND WEAKNESSES  
-- INDIVIDUAL RATINGS
3. CONCENSUS
4. COST ANALYSIS
5. REPP
6. FINALIZED FINDINGS/SELECTION PROCESS

BEST VALUE SELECTION: COST, QUALITATIVE, REPP

**QUESTIONS AND ANSWERS:**

Question 1: Reference draft RFP Clause K.6

It is our understanding that it is NASA/LaRC policy to flow down SIC code requirements to subcontractors. Please confirm that only small disadvantaged business subcontractors who meet SIC Code 8744 and a size standard of \$5M (specified in synopsis) will contribute to the 8% SDB participation goal.

Answer 1: The SIC code for the actual good or service being subcontracted dictates what size standard defines a "small business," not the SIC code for the prime contract. It is the prime Contractor's responsibility to select the proper SIC Code for each subcontract. See FAR 19.102.

Question 2: Reference Draft RFP Clause L.33, Section D.1.b

There is no reference to a Government supplied diskette containing cost forms. Please confirm that it is your intention that proposers create their own forms to satisfy the cost proposal instructions.

Answer 2: This is correct; please use your own format.

Question 3: Reference Draft RFP Clause L.33, Section C.2

The highlighted sections below appear to be asking for similar information regarding our approach to performing the SOW functions. Please clarify your intention regarding these instructions so that the proper information can be provided.

"Your proposed approach to staffing, skill mix, and accomplishing the SOW functions shall be addressed, including the ability to satisfy extra shift requirements when necessary to meet operating schedule of a research facility such as the NTF."

"You should demonstrate knowledge and understanding of the end products of wind tunnel testing, and present a plan for producing those end-products. Your proposal should demonstrate an understanding and ability to perform the particular functions defined in the SOW which will support the operations of the NTF. Because the work will be performed in a Configuration Controlled Facility, you should demonstrate an understanding of document control and data management as it relates to the NTF. The proposal should also include a plan for ongoing training and certification of personnel."

Answer 3: It is not intended that these two paragraphs, both in QEC #2, should be redundant. The final RFP will be revised so that this QEC is not redundant.

Question 4: Reference Draft RFP Clause L.33, Section D.1.c

It appears that the reference to the "initial 14-hour base period" should read "initial 14-month base period."

Answer 4: Correct. The base period of performance is 14 months.

Question 5: Reference Draft RFP Clause L.37

For planning purposes regarding teaming arrangements, can you please specify by SOW function the allocation of NTFOS requirements to the other existing NASA/LaRC support services contracts following the completion of the NTFOS contract.

**Answer 5:** It is anticipated that, at that time, the specific SOW work areas will be realigned to the NASA organizations having the expertise and cognizance over these functions, and it is anticipated that the functions will be assigned to the associated support service contractors. Most of the effort is expected to be absorbed into the Facilities and Equipment Support Services (FESS) contract and the Research Instrumentation and Measurement Support (RIMS) contracts.

**Question 6:** Reference Draft RFP Clause L.33, Section C.4

Please clarify if a subcontracting plan in compliance with FAR 52.219-9 is required as part of the response to QEC #4. If so, please specify whether this plan is included in the 75 page limit.

**Answer 6:** QEC 4 requests the approach for meeting the SDB goal, so the response to this QEC is included in the 75 page limit. The actual subcontracting plan is not included in this limit. L.21 sets forth the requirements of the actual subcontracting plan, which is to be included in Volume II of the proposal.

**Question 7:** Reference Draft RFP Clause L.21

This NASA FAR Supplement clause indicates that the "apparent low bidder" must submit a complete Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. This seems to be in conflict with the best value selection procedures employed on this procurement which bases selection on the best combination of cost, qualitative merit (QEC's), and relevant experience and past performance. In a best value procurement, it would seem that the appropriate language would be for the "apparent successful bidder" to submit a complete subcontracting plan. Please clarify this apparent inconsistency.

**Answer 7:** Please see the final RFP for the revised L.21. Please note that the plan is to be provided with Volume II of the proposal.

**Question 8:** Who is the Source Selection Official for this procurement?

**Answer 8:** Rosemary C. Froehlich will be the Source Selection Official.

**Question 9:** Who are the members of the Source Evaluation Team?

**Answer 9:** The SET membership is included in the membership viewgraph from the Presolicitation conference, attached. Non-voting ex-officio members may be added, as required, if additional expertise is required.

**Question 10:** Is the procurement full and open?

**Answer 10:** Yes

Question 11: Who is the incumbent? How long have they been the incumbent?

Answer 11: Calspan Advanced Technology Center, since 6/22/91

Question 12: Is there a list of Contractors interested in this procurement?

Answer 12: Please see the attached sign-in sheet from the Presolicitation Conference for a list of interested potential offerors.

Question 13: What is the duration of this resultant contract? What will happen to the effort when the contract ends?

Answer 13: 14 months, with options for up to an additional 12 months should unforeseen events arise. See also Question 5.

Question 14: What is the planned RFP release date? Close date?

Answer 14: RFP release is planned for 12/19/97, with a proposal due date planned for 1/20/98.

Question 15: RFP Paragraph L.37 states...The SOW will be folded into other existing support service contracts....Please discuss the Government's plans for dividing the statement of work. The cost of preparing a proposal for this RFP is significant and the presence or absence of opportunities after the 14 to 26 month duration may influence a decision to offer or not to offer this RFP.

Answer 15: See Question 5, above. (Note: the cited paragraph is L-35 in the final RFP.)

Question 16: Will all tasks in the PWS be performed for 14 months or will there be a transition of tasks over the 14-month term to other contracts?

Answer 16: It is planned that all tasks will be performed for the full 14 months.

Question 17: Is support now provided by civil services or contract? If contract, who is Contractor?

Answer 17: Both Civil Servants and Contractor employees work at the NTF. Calspan Advanced Technology Center is the incumbent for the NTFOS procurement.

Question 18: Structural analysis is mentioned in the RFP. Can you explain the degree and magnitude for analysis.

Answer 18: The detail of structural analysis for this effort is addressed in Langley Handbook (LHB) 1710.15, which is in the offeror's library.

Question 19: With a duration of only 14 months, and no follow-on planned for this specific procurement, how is the selected offeror expected to retain qualified employees?

Answer 19: We recognize that the 14-month duration of this contract, with no separate planned follow-on, presents unique challenges to the selected Contractor in this area. Your proposed approach to meeting this challenge will be evaluated under QEC #1.

Additional Questions, posed subsequent to the Preissuance Conference

Question 20: Reference L.33.D.1.b(1)

Please stipulate the specific version of Lotus 1-2-3 for cost proposal preparation.

Answer 20: Any version will work, but it is requested that you use the most recent version you have.

Question 21: Reference Section L.33.D.1 and L.33.D.1.a(2)

Please verify the following FAR references cited in these two sections (we are unable to locate them in the FAR) 52.215-41 Alternate IV and 15.804-6(b)(2).

Answer 21: NASA will not implement the recent FAR Part 15 re-write until January 1998. As this RFP was prepared and issued prior to that time, the clauses contained herein are the version prior to this change (FAC 97-02).

Question 22: Reference Section I-9.

Please define user responsibilities in referenced NASA FAR Supplement clause.

Answer 22: Please see Clause I.9 in the final RFP.

Question 23: Reference Section M.2.4.

Please consider including a Mission Suitability cost realism penalty associated with the probable cost assessment to discouraged unrealistically low OFFERS.

Answer 23: As set forth in M.2.4, cost will be assessed to ensure that the technical proposal is substantiated; if the proposed costs do not reflect the technical proposal, the technical ratings may be appropriately adjusted. No specific "penalty" is included for cost adjustments when the probable cost is compared to the proposed cost.

Question 24: Regarding Section L.32 and Section L.33 (Paragraph C, QEC #4), would the Government consider making the 8% SDB utilization goal mandatory? Alternatively, would the Government consider increasing the goal to 20%? Either action would send a clearer message that the Government strongly encourages the utilization of qualified, high tech SDBs.

Answer 24: An offeror's approach for meeting the 8% SDB goal is one of the four scored QEC;s (see L.33 and M.2). Further note that L.32 states in part that the goal of 8% "is a suitable minimum goal" (emphasis added) for SDB's , and goes on to the state that "such goal should constitute the minimum acceptable small disadvantaged business subcontracting goal for contract award."

**Question 25:** As the RFP currently stands an offeror could propose 0% SDB utilization and not be rejected. Since the Government intends to award a contract without further discussion (Section L.14), small disadvantaged businesses are effectively precluded from participating in this procurement at the discretion of the prospective offerors.

**Answer 25:** A large business could, in fact, propose a 0% SDB goal, but please note the evaluation ratings as defined in Paragraph A. of M.3. The evaluation procedures and ratings set forth in Section M of the RFP shall be utilized by the Source Evaluation Team. Please also note that nothing precludes a small or small disadvantaged business offeror from proposing as the prime Contractor for this procurement.

SIGN-IN SHEET  
NTFOS OFFEROR'S CONFERENCE  
DECEMBER 5, 1997

<u>ATTENDEE'S PRINTED NAME</u>	<u>COMPANY NAME/ORG</u>	<u>PHONE #</u>
1. S. Dettman	Lord & Co.	(757) 864 - 7651
2. S. Bollman	EG&G	(757) 864 - 2643
3. J. Tucker	EG&G	(757) 864 - 2634
4. Glenn Kempf	ZK Enterprises	(425) 836 - 3252
5. Sudhir Mehrotra	Vigyan	(757) 865 - 1400
6. Emory Caldwell	EG&G	(757) 864 - 9420
7. John Masten	Calspan	(757) 864 - 5156
8. Cap Catalanotto	Calspan	(757) 864 - 6812
9. William H. Comer	Micro Craft	(931) 455 - 2617
10. Rob Hodges	Micro Craft	(757) 865 - 7760
11. W. P. Henderson	Consultant	(757) 930 - 2409
12. Billy G. Holliday	Lord & Co., Inc.	(757) 825 - 8345
13. John A. Iacobucci	Wyle	(757) 865 - 0000
14. Ray J. Massarotti	Wyle	(757) 865 - 0000
15. Don O'Loughlin	Sverdrup Technology	(757) 827 - 1786

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   15	
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE January 7, 1998	4. REQUISITION/PURCHASE REQ. NO. DAE.1132	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  TO ALL CONCERNED		(x)	9A. AMENDMENT OF SOLICITATION NO. 1-062-DAE.1132	
			9B. DATED (SEE ITEM 11) 11-5-97	
			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 copies 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 ACKNOWLEDGEMENT 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)

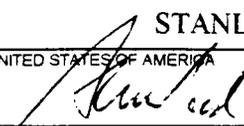
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(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.)

The purposes of this amendment are to provide the remaining viewgraphs from the preissuance conference, to provide corrections to the RFP cover page and Statement of Work, and to correct one date in the RFP. Accordingly, the following revisions to the RFP are hereby made:

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STANLEY W. WARD	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 1/7/98
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. On the SOLICITATION cover page, Form PROC P-286, under IMPORTANT NOTICES, the reference in the first paragraph to Provision "L-32" is hereby revised to be "L-30." In the second paragraph therein, the reference to "L-33" is hereby revised to be "L-31."

2. Section C., Description/Specifications/Work Statement, under C.1, Statement of Work, the following is hereby added as the second sentence of subsection 3.1:

"Calibration, as related to balances, includes set-up, check-out, and validation of operation, but NOT the actual calibration of balances to a standard."

3. Section C., Description/Specifications/Work Statement, under C.1, Statement of Work, subsection 7.9 is hereby replaced to reflect the substitution of "paragraph 2.4" with "paragraph 2.3" as follows:

"7.9 The Contractor shall develop, update, and maintain a database of critical items and spares as identified in paragraph 2.3."

4. Section C., Description/Specifications/Work Statement, under C.1, Statement of Work, the fourth to last sentence in subsection 9.2 is hereby replaced to reflect the substitution of "MPC" with "NTF tunnel simulator" as follows:

"The PCS is a troubleshooting tool used to analyze NTF tunnel simulator system problems and is capable of modeling the tunnel's automated processes."

5. Section C., Description/Specifications/Work Statement, under C.1, Statement of Work, subsection 10.3, the second sentence is hereby replaced to reflect the deletion of the term "wall-interference system," and to clarify the sentence as follows:

"During tunnel operations, the Contractor shall maintain all network communications and interfaces to the video system, on-line graphics system, or other systems, which must be up and functioning at least 98% of the time."

6. Section L, Instructions, Conditions and Notices to Offerors, under L.31, Proposal Preparation and Submission - Special Instructions, subsection D.1.c(1), is hereby replaced to reflect the substitution of "April 22, 1998" with "May 1, 1998" as follows:

"(1) All cost and pricing and information should be submitted in a format consistent with the contract's initial 14-month base period and four each three-month option periods. Assume a start date of May 1, 1998."

7. The following viewgraphs, shown at the preissuance conference on December 5, 1997, are hereby provided as further information for Attachment 17 to the RFP:

**Pre-Proposal Conference  
for NTF Operations Support  
RFP # 1-062-DAE.1132**

**December 5, 1997**

**NASA Langley Research Center  
Hampton, VA 23681**

# Agenda

- 8:30-8:40 Introduction Tim Marshall
- 8:40-8:50 Procurement Overview Stan Ward
- 8:50-9:50 Technical Overview Jeff Hill
- 10:00-10:45 Facility Tour Jeff Hill
- 10:45-11:00 Break
- 11:00-11:15 Questions/Answers Stan Ward
- 11:15-11:20 Closing Comments Tim Marshall

# General Conference Guidelines

- Firms are reminded of the information regarding the offerors' library found in Section L.36 of the RFP
- Copies of several documents referenced in the RFP have been produced for your use in developing proposals. Upon request, one copy will be issued to each firm at the close of today's conference
- Until the formal RFP is issued, offerors may contact Jeff Hill for discussions
- After the formal RFP is issued, the Blackout period begins, and all correspondence with NASA regarding this solicitation shall be directed to Stan Ward - See RFP Section L.29

# Guidelines - Questions and Answers

- NASA's objective is to keep all prospective offerors on an equal footing. Questions should be in writing. For questions submitted at this conference, please use the forms provided. Please use a separate form for each question.
- If possible, answers to written questions received today will be provided after the break. Answers to questions received earlier this week will also be provided at that time.
- All questions and answers, presentation material, and attendee list will be provided in an amendment to the RFP.
- Information provided at this conference shall not be construed as a revision to the RFP unless confirmed by written amendment

# Guidelines - Facility Tour

- NTF is operating today - Please stay with the group
- Discussions will be limited to topics relating to site conditions and to their possible impact on performance of RFP requirements
- Nothing stated or shown in the tour in any way alters, modifies, or amends the solicitation requirements. All changes will be made by a written solicitation amendment
- If a question arises which requires an answer that may affect the RFP, or could affect proposals, the question must be submitted in writing and will be answered in writing
- All attendees must stay together. Comments should be expressed loudly enough for all attendees to hear at once.  
Cameras will be allowed. Photographs shall be taken only of relevant areas covered by the tour, and work outlined in the RFP

# Source Evaluation Team Membership

## Chairman

Timothy J. Marshall, Facility Systems Engineering Division

## Other Voting Members

Jeffrey S. Hill - Aero and Gas Dynamics Division

Stanley W. Ward - Acquisition Division

## Ex-Officio Members (Non-Voting)

Shawn T. Gallagher - Office of Chief Counsel

Rosemary C. Froehlich - Acquisition Division

Sandra S. Ray - Acquisition Division

William R. Kivett - Acquisition Division

David C. Beals - Independent Program Assessment Office

Donald J. Porter, Jr. - Safety, Environment, & Mission Assurance

Frank C. Thames - Information Systems & Services Division

Michael A. Chapman - Experimental Testing Technology Division

Jerry M. Nichols - Facilities and Systems Support Division

Thomas E. Deans, Jr. - Facilities and Systems Support Division

James A. Osborn - Facility Systems Engineering Division

# Overview of Performance Requirements

- Wind Tunnel Test Initiated Tasks
- Facility Infrastructure Tasks
- Special Projects

# Overview of Performance Requirements

- Operations • ADP Systems Administration
- Maintenance • ADP Software
- Instrumentation Calibration • Network Administration
- Instrumentation Support • Engineering Services
- Data Acquisition • Safety
- Data Reduction • Configuration Control
- Information Technology • Storage/Inventory

# Closing Information

- Draft RFP comments due here December 12, 1997
- Final RFP to be released around December 19, 1997
- When the final RFP is issued, the Blackout period will begin, and all correspondence relative to the RFP shall be directed to Stan Ward - See L.29
- Watch the Web

# Backup information

# Wind Tunnel Test Initiated Tasks

- Coordination & Integration Meetings
- Pre & Post Operation Checklists
- Integrated & Standard Operating Procedures
- Model Preparation Area Operations
- Operate & maintain ADP systems
- Instrumentation support & calibration
- Liquid Nitrogen Off-loading & Storage
- Process Controls
- Drive/Mach System Controls
- Model/Data Systems Controls
- Tunnel post-test inspections

# Facility Infrastructure Tasks

- O<sub>2</sub> system operation & maintenance
- facility space utilization (control room, shop areas, etc..)
- mechanical system & equipment maintenance & repair
- procurement of critical items & spares parts
- card key system
- operation, maintenance, calibration of instrumentation
- operating cost data management
- computerized archival/retrieval of facility databases
- Emergency Response Team
- Technical Library operation
- ADP systems administration & software support
- Facility safety tasks
- Facility documentation configuration control
- Storage & inventory

## Special Projects

- Develop procedures & checklists
- Provide independent checkpoints on research data
- Provide, update, maintain ADP software & enhancements
- Review model systems for compliance with LHB 1710.15
- Provide inputs for model protection systems
- Project management support for specific projects

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. <b>2</b>	3. EFFECTIVE DATE <b>January 12, 1998</b>	4. REQUISITION/PURCHASE REQ. NO. <b>DAE.1132</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  <b>TO ALL CONCERNED</b>		(x)	9A. AMENDMENT OF SOLICITATION NO. <b>1-062-DAE.1132</b>	
		X	9B. DATED (SEE ITEM 11) <b>11-5-97</b>	
			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 copies 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 ACKNOWLEDGEMENT 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)

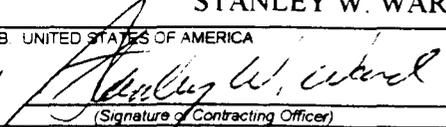
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(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.)

The purpose of this amendment to clarify that there is a more facilitated method of issuing Task Orders for less complicated Tasks, by replacing RFP provision G.4, Ordering Procedures, in its entirety, with the following:

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>STANLEY W. WARD</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED <b>1/12/98</b>
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

## "G.4 ORDERING PROCEDURES

### A. Task Orders

All work which is either a Special Project, or other specialized support effort, will be issued by either the Contracting Officer or the Contracting Officer's Technical Representative, hereinafter referred to as the COTR, via a written Task Order. Task Orders will be one of two types, as set forth in 1. and 2., below.

1. Short term, low magnitude, or non-complex/routine Task Orders, as determined by the COTR, will be issued by the COTR and then, if required, negotiated directly with the Contractor. Task Orders of this type will be considered to be effective, and thereby converted to Task/Test Requests (TTRs), immediately upon mutual agreement as to, as applicable, the estimated cost, the estimated schedule, and the description of the requirement itself. No Task Order may become a TTR until all issues are resolved, and the Task Order has been accepted by both parties. The Contractor shall retain one copy of the TTR, and one copy shall be returned to the COTR upon completion of the work specified therein, containing, as applicable, actual completion dates and/or delivery dates, actual man-hours expended, actual material and labor costs incurred, and any remarks which the Contractor may wish to make with respect to his performance thereunder.

2. Long term, high magnitude, or complex Task Orders will be accomplished in two phases. The first phase will involve a planning Task Order to determine preliminary requirements, staffing requirements, preliminary top level design, schedule, proposed costs, and other factors. The output of the planning Task Order will be a project proposal. The second phase will be the actual implementation Task Order for the designing, furnishing, installing, maintaining or performance of the product or services. Once a Task Order has been issued by the COTR and accepted by the Contractor, the document, once signed by both parties, becomes a Task/Test Request (TTR), and is used by both the Contractor and the Government to track the Task through completion.

2. a. Work of this type will be initiated on a Task Order Form, which will be prepared by the COTR. The form will then be submitted to the Contractor for preparation of a project proposal. During development of the Task Order, the Government and the Contractor will discuss the following: task requirements, top level design, Contractor's proposal to accomplish the task, and required schedule. The Contractor's project proposal shall address these factors and shall be completed by the Contractor within a schedule agreed to by the COTR and Contractor and submitted to the COTR for review.

2. b. After the COTR reviews and approves the project proposal, a signature page for the Task Order proposal will be submitted to the COTR for approval and signature, and assignment of a tracking number; after this takes place, the document has become a TTR, and shall be so tracked and reported regarding progress related thereto. The TTR will identify the work to be performed, performance metrics, the location of the work, a delivery schedule, and a cost limitation. The Contractor shall acknowledge receipt and acceptance of each Task Order within three working days after receipt. If the Contractor cannot comply with a Task Order requirement, the Contractor shall so indicate in the receipt acknowledgment, and shall note the changes required for acceptance, prior to completing the steps leading to the Task Order's being accepted, signed, and becoming a TTR. Any differences must be resolved between the parties and the order modified to reflect the agreement. Any required modifications to the executed TTR during the performance period will approved through the same process described above, except that a separate planning Task Order will not be required.

2. c. The Task Order/TTR will be furnished to the Contractor, who shall retain one copy, and one copy shall be returned to the COTR upon completion of the work specified therein, containing, as applicable, actual completion dates and/or delivery dates, actual man-hours expended, actual material and labor costs incurred, and any remarks which the Contractor may wish to make with respect to his performance thereunder.

B. Contract Scope

If any work issued is considered by the Contractor to be outside the scope of this contract, or if the Contractor has reason to believe that he will exceed the scope of his contractual obligation (e.g. contract funding, contract estimated cost) in the performance thereof, the Contractor shall immediately notify the COTR in writing, and shall not perform any work pending resolution by the COTR."