CONTRACT NAS1-00077

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Section 20, Advance Agreement on Indirect Rates, page 7;
- Attachment A Schedule of Rates by Contract Year Task Orders, page 18.

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and priviledged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

S. CONTRACT NO. NAS1 - 00077 6. EFFECTIVE DATE NAS1 - 00077 7. PROCUREMENT REQUEST NO. SCB. 1009 10. CONTRACTOR NAME AND ADDRESS Mainthia Technologies Inc. 17355 Rosbough Drive. Suite 200 Corporate Center of Middleburg Hts Cleveland Ohio 41130 NAME OF CONTRACTOR NAME AND ADDRESS NAME OF CONTRACTOR NAME AND ADDRESS NAME OF CONTRACTOR NAME AND ADDRESS NAME OF CONTRACT TYPE INTERPRETATION TELEPHONE NO. Hemant Mainthia 440-816-0202 12. PAYMENT WILL BE MADE BY CODE 13. SUBMIT INVOICES TO CODE 14. ACCOUNTING AND APPROPRIATIONS DATA PRISC 1006; M3169; S95,349; Complete (Task 3) PRISC 1006; M3169; S95,349; Complete (Task 2) M3168; S60,000; Complete (Task 1) 15A. CONTRACT TYPE IDIQ/CPFF (completion) 15B. INGREMENTAL DOING [X] TABLE OF CONTENTS SECTION DESCRIPTION PAGE 16 SECTION DESCRIPTION PAGE 17 SECTION DESCRIPTION PAGE 18 SILEMENT OF THE THAN FULL AND DEPO COMPETITION. 19 Indusc 2304(c) (5) 11.090 2535(c) (1) 17 ITEMS ANWARDED UNDER THIS CONTRACT: "SAFETY, QUALITY AND RELIABILITY SUPPORT SERVICES"	NASA CONTRACT			1. DPAS	2. PPC	3. INIT. OFC.	4. PAGE	_	
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FULL-TEXT CLAUSES

1. SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Description/ Specifications/Work Statement.

2. ORDER LIMITATIONS

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16-501-2 and 16-504, this contract is defined as an indefinite quantity. The contract provides for an indefinite quantity, within stated limits, of services to be furnished during a fixed period, with performance to be scheduled by placing task orders with the Contractor. The total minimum and maximum dollar value of supplies or services to be acquired under the contract are set forth below:

<u>Contract Minimum</u>: The Government will issue Task Order(s) (TOs) under this contract which provide for a minimum of \$400,000 in services.

<u>Contract Maximum</u>: The Government issued TOs under this contract shall not exceed a maximum of \$3,000,000 in services for the entire period of performance.

3. CONTRACT FUNDING (NFS 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 \$252,349. This allotment covers the following estimated period of performance: April 13, 2000 through September 31, 2000.
 - (b) An additional amount of \$18,000 is obligated under this contract for payment of fee.

4. 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 NASA Langley Research Center.

5. PLACE OF DELIVERY (LaRC 52.211-92) (OCT 1992)

Delivery shall be f.o.b. destination:

As specified in Task Orders.

6. PERIOD OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

- (a.) The period for issuance of task orders for this contract shall be 48 months from the effective date of this contract.
- (b.) Pursuant to Clause 52.216-18 entitled "Ordering," Task Orders may be issued from contract award through the end of the contract term.
- (c.) Any Task Order issued prior to the expiration of the period of issuance of Task Orders shall be completed, provided that the Contractor will not be required to perform any work beyond 6 months after the period for issuing Task Orders.

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7. PLACE OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place of performance shall be NASA, Langley Research Center, Hampton, Virginia and other sites as may be designated by Task Order.

8. SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is identified below. Public vouchers for payment of costs shall include a reference to the number of this contract, summary of the cost elements that makes up the total amount being billed, and a list that provides the amount being billed for each task.
- (b)(1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

Attn: Financial Management Division, MS 175 NASA Langley Research Center Hampton, VA 23681-2199

- (2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.
 - (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Contractor's cognizant DCAA office.
- (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
 - (i) Copy 1 NASA Contracting Officer;
 - (ii) Copy 2 Auditor;
 - (iii) Copy 3 Contractor;
 - (iv) Copy 4 Contract administration office; and
 - (v) Copy 5 Project management office.
 - (3) The Contracting Officer may designate other recipients as required.
- (d) Public vouchers of payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

Attn: Financial Management Division, MS 175 NASA Langley Research Center Hampton, VA 23681-2199

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

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

9. INVOICES AND PAYMENTS (LaRC 52.232-96) (OCT 1992)

(a) General—Invoices shall be addressed as shown in Block 12 on page 1 of this contract and shall be identified by the contract number. Cost and fee invoices shall be submitted separately.

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(b) Cost—Payments of cost shall be made in monthly installments.

(c) Fixed Fee—Payments of fixed fee shall be made in monthly installments. No installment of fixed fee shall exceed the proportion of the total fixed fee determined by dividing the total number of direct labor hours authorized by task order into the number of direct labor hours expended during the period. Notwithstanding, any payments shall be subject to the withholding provisions of the clause of this contract entitled "Fixed Fee."

10. TASK ORDER TYPE

Task Orders will be issued on a cost reimbursable basis. Each Task Order will have an authorized estimated cost and fixed fee amount.

11. CONTRACT CLOSEOUT (LaRC 52.242-90) (MAY 1999)

- (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, James W. Cresawn. 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 127, who may be reached by telephone at (757) 864-2500.
- (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.
- 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.

12. OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (MAY 1999)

- (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 including all applicable Federal, NASA and Langley or other local installation safety, health, environmental and security regulations.
- (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 3:30 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.

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13. <u>LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NASA 1852.245-77)</u> (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 is listed in Attachment C. 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: Not Available.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: N/A
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) 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.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

14. PROVIDING FACILITIES TO CONTRACTORS (LaRC 52.245-90) (AUG 1997)

- (a.) In accordance with FAR 45.302-1, it is policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Facilities" include real property and plant equipment including personal property such as general purpose off-the-shelf equipment, machine tools, test equipment, furniture and vehicles. "Facilities" do not include material, special test equipment, special tooling or agency-peculiar property.
- (b.) In keeping with the policy set forth in FAR 45.302-1, the Government will not provide NEW "facilities," except as provided for in the Statement of Work.
- (c.) However, the Government will provide EXISTING facilities as listed in Paragraph 13. and Exhibit C. Any of these existing facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be replaced by the Contractor, if the facilities are still needed for contract performance. This does not include the items that are located in Government equipped facilities as identified in Exhibit C and the Statement of Work.
- (d.) Notwithstanding the "Allowable Cost and Payment" clause of this contract, cost of facilities are not an allowable cost except when charged to this contract in accordance with your approved accounting system.

15. 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)

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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.

16. <u>SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS</u> (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 Office of Space Science and Aeronautics (Code IS). 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 450, 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.

17. UNESCORTED ACCESS BY CONTRACTOR EMPLOYEES

Background investigations are required for Contractor employees to have unescorted access to the Langley Research Center. All Contractor employees must, as a minimum, have a favorably adjudicated National Agency Check (NAC). The NAC is not required if the Contractor can certify that an employee has a Confidential or higher security clearance or a favorably adjudicated current investigation. When it is necessary for an employee to perform work prior to completion of the NAC, the employee may be escorted while at the site by an individual who has a favorable NAC or a higher level of investigation favorably adjudicated, or a Confidential or higher level security clearance or as otherwise approved by the LaRC Security Officer.

18. WORK SCHEDULE--ON-SITE ONLY (LaRC 52.211-103) (JUL 1991)

In order that the necessary and proper inspection of the Contractor's work may be effectively accomplished, and to assure the availability of required Government interface, the Contractor shall schedule work performance hereunder so as to be compatible with the established workweek and hours of work observed by the Government organization having cognizance over the work being performed, which is 8:00 a.m. to 4:30 p.m., with core hours between 9:00 a.m. and 3:00 p.m., Monday through Friday.

19. SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990) (FAR 52,219-11) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration SBA Cleveland District Office 1111 Superior Ave., Suite 630 Cleveland, OH 44114-2507

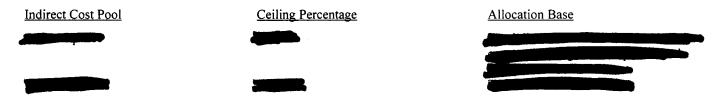
(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any

novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

- (c) The contractor agrees --
- (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
- (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.]

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

(a) Notwithstanding the provisions of the Paragraph 29 clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is Jan 1 to Dec 31 (Same as CY). Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.



(b) The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on March 20, 2000. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

21. YEAR 2000 COMPLIANCE (MAY 1998)

- (a) Definition: "Year 2000 compliant", as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.
- (b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of:

Documentation and testing for Year 2000 compliance shall be based on complexity and the risk associated with the IT item. The Contractor shall use the documents "NASA Year 2000 Agency Test and Certification Guidelines and Requirements," dated July 2, 199 (available at http://cio.larc.nasa.gov/y2k/) and "NASA LaRC Y2K Compliance Verification Form" (Attachment C hereto) for each IT item/system provided or maintained under this contract.

- (c) The Contractor warrants that any IT items or services provided under this contact that involve the processing of date and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.
- (d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

22. <u>REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR</u> QUOTERS INCORPORATED BY REFERENCE

The Representations, Certifications, and Other Statements of Offerors or Quoters, dated March 20, 2000, as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

23. ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the completion date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

24. ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than \$15,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) <u>Maximum order</u>. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$500,000;
 - (2) Any order for a combination of items in excess of \$500,000; or
- (3) A series of orders from the same ordering office within $\underline{10}$ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in Paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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25. <u>INDEFINITE QUANTITY (FAR 52.216-22) (Oct 1995)</u>

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months after the effective period ends.

26. TASK ORDERING PROCEDURE (NASA 1852.216-80) (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (estimated cost and fixed fee).
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

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- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

27. AVAILABILITY OF NASA MANAGEMENT INSTRUCTIONS (NMIs), NASA POLICY DIRECTIVES (NPDs), NASA PROCEDURES AND GUIDELINES (NPGs), NASA HANDBOOKS (NHBs) AND LANGLEY POLICY GUIDELINES (LPGs)

The NMIs, NPDs and NPGs and NHBs as referenced in the SOW are available by accessing the following site: http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/contents.html. The LPGs referenced in the SOW are available by accessing http://ldms.larc.nasa.gov/directives.html.

28. SCHEDULE OF RATES

The schedule of rates included in this contract as Attachment A shall be used as a basis for establishing the estimated cost of individual Task Orders together with any "other Direct Costs" associated with the specific requirements of the order. During performance of the order, it remains the Contractor's responsibility to determine and adjust, as necessary, the labor mix, and amount of labor needed to perform, since the rates are to be used only for establishing the estimated cost for an order. However, since this is a cost reimbursement contract, the Contractor shall be paid whatever cost they incur as long as the costs are allowable, allocable, and reasonable and within the funded limitation of individual Task Orders. In the event the Contractor's "rate structure" changes, the schedule may be adjusted by bilateral modification.

29. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

http://www.arnet.gov/far/

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

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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 or 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 (Jun 1999)
52.215-8	Order of Precedence (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)

52.215-15	Pension Adjustment and Asset Reversion (Dec 1998)
	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-17	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (Oct 1997)
52.215-18	
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -
50.016.5	Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Apr 1998)
52.216-8	Fixed Fee (Mar 1997)
52.219-8	Utilization of Small Business Concerns (Jun 1999)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) [Insert \$0 in Paragraph (a).]
52.222-3	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act Overtime Compensation (Jul 1995)
52.222-21	Prohibition of Segregated Facilities (Feb1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.222-41	Service Contract Act of 1965, as Amended (May 1989)
52.223-4	Recovered Material Certification (Oct 1997)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-free Workplace (Jan 1997)
52.223-9	Certification and Estimate of Percentage of Recovered Material Content for EPA Designated
52.225 y	Items (Oct 1997)
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 (Aug 1998)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-2	Patent RightsRetention by the Contractor (Short Form) (Jun 1997)as modified by NASA FAR
32.227-11	Supplement 1852.227-11
52 227 14	Rights in Data General (Jun 1987) As Modified by NASA FAR Supplement 1852.227-14
52.227-14	
52.228-7	Insurance Liability to Third Persons (Mar 1996)
52.232-9	Limitation on Withholding 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 (Jun 1997) [Insert 30th day in subparagraph (b)(2)]
52.232-34	Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)
	[Insert "no later than 15 days prior to submission of the first request for payment" in Paragraph
	(b)(1).]
52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)
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 an Unallowable Cost (Oct 1995)
52.242-4	Certification of Final Indirect Cost (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 (Aug 1998) Alternate I (Aug 1998)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 1998)
52.245-1	Property Records (Apr 1984)

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan
50.046.0	1986) (Deviation) (Jul 1995)
52.246-3	Inspection of SuppliesCost-Reimbursement (Apr 1984)
52.246-5	Inspection of ServicesCost-Reimbursement (Apr 1984)
52.246-23	Limitation of Liability (Feb 1997)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)
52.252-6	Authorized Deviations in Clauses (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
В.	NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES
1852.208-81	Restrictions on Printing and Duplicating (Aug 1993)
1852.215-84	Ombudsman (Oct 1996)
	LaRC: Belinda Adams, direct inquires to Sandra S. Ray, (757) 864-2428
	NASA: Administrator for Procurement, Tom Leudtke, (202) 358-2090
1852.216-75	Payment of Fixed Fee (Dec 1988)
1852.216-89	Assignment and Release of Forms (July 1997)
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.219-76	NASA 8 Percent Goal (July 1997)
1852.223-70	Safety and Health (Mar 1997)
1852.227-72	Designation of New Technology Representative and Patent Representative
	(Jul 1997)[Insert titles "New Technology Representative," "Patent Representative," Office Code
	"212" (both); address "NASA, Langley Research Center, Hampton, VA 23681-2199."]
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)
1852.242-73	NASA Contractor Financial Management Reporting (Jul 1997)
1852.243-71	Shared Savings (March 1997)
1852.245-70	Contractor Requests for Government-Owned Equipment (July 1997)
1852.245-71	Installation-Accountable Government Property (Jun 1998) [Onsite]

30. REPORTING REQUIREMENTS

months.

- A. Financial Management Reports--The Contractor shall comply with the clause of this contract entitled "NASA Contractor Financial Management Reporting" by monthly submission of NASA Form 533M. The form shall be prepared and submitted in accordance with the instructions set forth on the reverse side of the form and NPG 9501.2C, NASA Contractor Financial Management Reporting 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 7.b. and d. shall be completed using the time-phased financial baseline plan.
 - 3. Columns 8.a. and b. shall be completed using estimates (forecasts) for the succeeding two
 - 4. Minimum reporting categories:

Direct Labor Hours Direct Labor Dollars Overhead(s) Subcontract Materials

Other Direct Cost G&A Total Estimated Cost Fixed Fee Total Estimated Cost

- 5. A summary 533M report shall be required detailing hours and dollars for the total contract and individual Task Orders.
- 6. Each 533M shall include a narrative explanation for variances exceeding 10 percent between planned hours and dollars and actual hours and dollars for each reporting category for the contract summary page.
- B. 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 LAPG 1710.10, Safety Clearance Procedures (Lockout/Tagout).
- 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.

Procedures For Responding To LaRC Notices Of Safety Violations

- 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 LAPG 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 (757) 864-7718.
 - 7. Other Safety Considerations--Any other safety considerations unique to your operation.
- C. Monthly Progress Reports--The Contractor shall submit monthly performance reports for each task order describing work accomplished during each month of contract performance per active task order. Reports shall be in narrative form and brief and informal in content. Monthly reports shall include a description of overall progress, an indication of any current problems which may impede performance to include proposed corrective action and a discussion of the work to be performed during the next monthly reporting period. In addition, the following monthly data shall be included in a format to be Contractor selected:

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

The above will be reviewed at a monthly technical review meeting.

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

E. Documentation for Transferring Property to the Government

In accordance with the Installation-Provided Government Property clause of this contract, accountability for that property which is acquired for the Government under this contract shall be passed to the Government using the following procedure:

The transfer of accountability shall be initiated by the Contractor submitting a Requisition and Invoice/Shipping Document, DD Form 1149, accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall insert both the Contractor's Subcontract/ Purchase Order number and the Government contract number on the DD Form 1149 under the "Federal Stock Number, Description, and Coding of Material and/or Services" block. For purchases of supplies and materials, this document shall be submitted within 30 days after the end of each calendar-year quarter (that is, not later than January 30, April 30, July 30, and October 30). For equipment purchases, this document shall be submitted within five workdays after acceptance of each item of equipment by the Contractor. Receipt by the Contractor of a copy of the DD Form 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

- F. Year 2000 Compliance Documentation--In accordance with Paragraph 21 the Contractor shall provide for the review and approval of the Contracting Officer the documentation that demonstrates Year 2000 compliance.
- G. Federal Contractor Veterans Employment Report--In compliance with FAR clause 52.222-37, Employment Reports on 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.
- H. Evidence of Insurance--The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228-75 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.
- I. Quality Plan—Within 30 calendar days after the effective date of the contact, the Contractor shall submit a quality plan which addresses how the contractor will ensure the technical accuracy and quality of all task orders. The plan shall reflect and incorporate the quality processes and quality management practices the Contractor will utilize in performance of the contract. Within 15 days after submission, the plan and subsequent revisions will be reviewed and approved by the Contracting Officer and/or the COTR.

J. Reports Distribution

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

National Aeronautics and Space Administration
Langley Research Center
Attn: ______, Mail Stop _____
Contract NAS1-00077
Hampton, VA 23681-2199

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 421

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

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:

DOCUMENT	LETTER CODE AND DISTRIBUTION
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-2, D-2, G-1
Safety and Health Plan	A-1, B-1, E-1
Monthly Progress Report	A-1, B-3
Quarterly Accident/Injury Report	A-1, B-1, E-1
Patent Rights Report	A-1, B-2, C-1, H-1
Requisition and Invoice/Shipping Document (DD Form 1149)	I-I
Federal Contractor Veterans Employment Report (VETS-100)	F-1
Year 2000 Compliance Report	A-1, B-1

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.

31. STATEMENT OF WORK

1.0 Introduction

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

Within the OSMA, the Mission Assurance Office provides System Safety, Reliability, Risk Management, Software and Quality Assurance support to the LaRC Space Flight and Aeronautical projects.

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

The Receiving, Inspecting and Quality Assurance Laboratory perform material verification/certification for all safety-critical items as defined by Langley Policy documents. Perform failure analysis investigations on failed products to determine failure cause and recommend preventive/corrective action.

2.0 Scope

The contractor shall perform a variety of tasks defined through the issuance of task orders. Each order will consist of its own SOW, deliverables, period of performance, and performance metrics (which will be used to evaluate the Contractor's performance and will be the basis for determining the portion of the incentive fee to be provided). The contractor shall furnish labor, materials, equipment (other than those specified to be furnished by the Government) and management necessary to support functions essential to performing the requirements. Therefore, each task will require its own mix of skills, and a variety of types of effort may be required to accomplish a given task. Tasks will require developing an implementing product/software assurance programs for space flight and aeronautics projects, performing quality system assessments, conducting reliability and assurance engineering analysis for facility design, construction, and operations activities, and operating the Langley Research Center (LaRC) receipt inspections and quality assurance laboratory. Description of the scope and objectives for tasks in the areas of performance is as follows:

- 2.1 <u>Mission Assurance Services:</u> The work performed will consist of consulting and technical expertise for systems safety analyses, reliability, and quality assurance, design reviews, design changes, electronic parts, and capability evaluation, monitoring of product assurance efforts, produce assurance auditing, reliability analysis, analytical studies, materials and processes and data systems. for Space and Aeronautics Research and Technology (R&T) programs, projects, and products.
- (a) <u>System Safety Services:</u> Provide system safety expertise for aerospace and earth and science projects. This includes hazard analyses, reliability analyses, and quality assurance assessments.
- (b) <u>Risk Management Services:</u> Provide programmatic risk management expertise by applying the NASA Procedures and Guidelines 7120.5A, Continuous Risk Management process, to Center R&T programs and projects. Responsibilities include training the Center program and project personnel in how to implement risk management, including how to use risk-tracking software, and to identify existing tools that are easily available to any project manager for identification of risk, develop risk management plans and do safety and reliability risk assessments.
- (c) <u>Software Assurance Services:</u> Develop and implement software assurance requirements and plans into Center R&T programs and projects in accordance with NASA policy for software development, NPD 2820.1, "NASA Software Policy". Provide verification and validation or independent verification and validation services, as required. Software is a critical element in a safety critical system, it is imperative to implement a systematic approach to software safety as an integral part of the overall system safety programs. The NASA-STD-8719.13A "NASA Software Safety Standard", describes the activities necessary to

ensure that safety is designed into software that is acquired or developed by NASA, and that safety is maintained throughout the software life cycle.

- Fire Protection Engineering Services: Ensure that all LaRC facilities comply with the requirements of the National Fire Protection Association (NFPA), STD 8719.11; "Safety Standard for Fire Protection", LAPG 1710.11; Langley Research Center Procedures and Guidelines Fire Protection Manual, and other state and local codes. Develop protection and detection systems for unique systems that may not be in the NFPA or Factory Mutual Codes. Survey labs, hangers, office buildings, and other specialized facilities. This will include adequacy determinations of: alarm and suppression systems; means of egress; specialized heating, ventilation, air conditioning requirements; and other specialized equipment that may be specified in the codes or standards. Fire protection engineering reviews shall be performed on work orders, specifications for construction, drawing packages, and building modifications for all LaRC facilities, as well as on all fire protection equipment specifications and drawing reviews and comments. The Contractor shall respond immediately to the scene of an emergency in support the NASA Fire Chief. At the emergency scene, the contractor serves as the LaRC representative, providing necessary interface with the City of Hampton Fire Department to handle the emergency in an efficient manor. The Contractor shall coordinate with other NASA emergency operations and security forces and other mutual aid forces as required.
- 2.3 <u>Safety and Facility Assurance Services:</u> Identify, assess, and control hazards to personnel and equipment associated with the construction, modification, and operation of research facilities at the LaRC. Perform hazard analyses on a wide range of systems, including but not limited to, high-pressure, cryogenic, high-temperature, hydraulic, and high speed.

Safety methodologies to be performed includes developing undesired events lists, failure modes and effects analyses, and hazard and operability analyses. Identify recommendations to decrease the risk associated with identified hazards. These recommendations may include, but are not limited to, redesign, use of interlocks, procedures, and maintenance requirements.

Special safety and facility assurance projects will be requested such as updating/developing safety handbooks, performing special safety studies, and performing reliability analysis on a research facility and/or equipment.

2.4 <u>Receipt Inspections and Quality Assurance Laboratory Services:</u> Operate LaRC's Receipt Inspections and Quality Assurance Laboratory (RIQAL). Perform material verification/certification for all safety-critical items as defined by Langley Policy documents. Perform failure analysis investigations on failed products to determine failure cause and recommend preventive/corrective action.

Perform mechanical testing, chemical analysis, microscopic examination, non-destructive and destructive testing, and electrical and electronic component inspections as required to verify individual shipment items. Types of testing includes tensile testing on metal specimens and fasteners; hardness testing of a standard, superficial, and micro-hardness nature; x-ray fluorescence; micro-photography; metallographic analysis; fluorescent penetrate inspection; visual inspections; dimensional inspections; voltage testing; resistance testing; and mechanical, and assembly inspections.

Conduct sampling, equipment operation, user calibration, verification testing, material release, and material rejection in accordance with RIQAL Work Instructions.

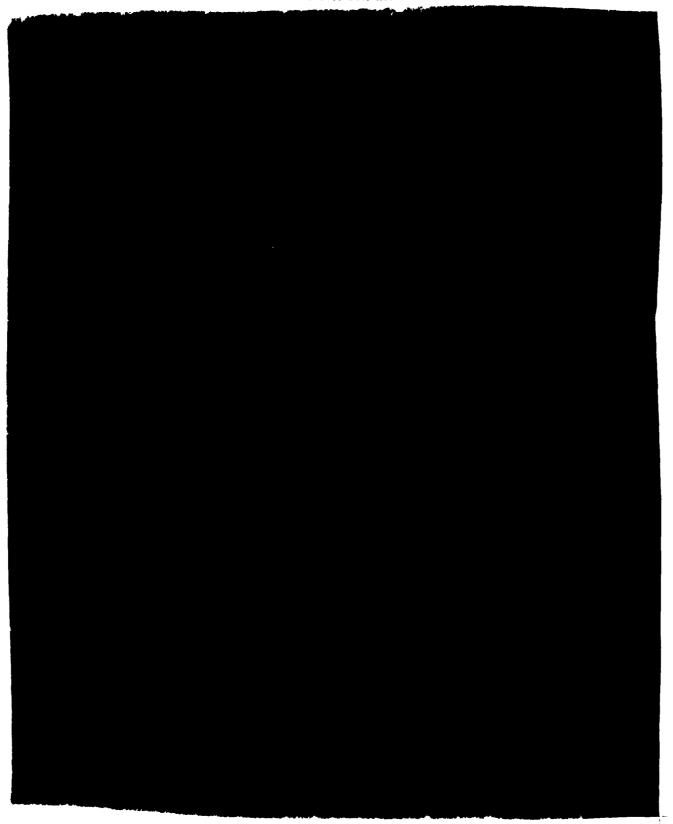
32. The following documents are hereby attached to this contract:

Attachment A Schedule of Rates

Attachment B NASA Y2K Guidelines and Compliance Verification Form Attachment C List of Installation - Accountable Property and Services

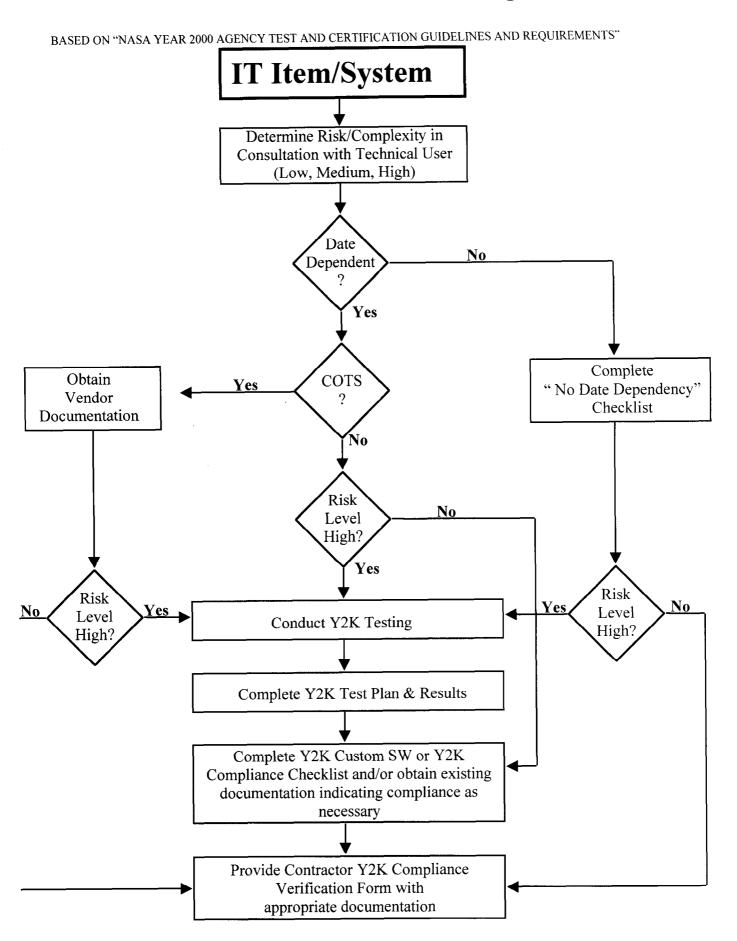
ATTACHMENT A

SCHEDULE OF RATES BY CONTRACT YEAR TASK ORDERS



18

NASA LaRC Y2K Guideline for Documentation and Testing



Contractor Y2K Compliance Verification Form NASA Langley Research Center

IT Item Name/System: Brief Description:	Risk/Complexity Level (High, Medium, Low):
Facility/Lab (if applicable):	Organization:
Documentation (check the applicable attachments) the "Na and Requirements" and the "NASA LaRC Y2K Guideline for Documentation at "No Date Dependency" Checklist Vendor Documentation for COTS Products (Softw Specify: Y2K Test Plan Y2K Test Results Y2K Custom Software Compliance Checklist Y2K Compliance Checklist Other existing documentation indicating compliance Specify:	rare, Hardware, Firmware)
Comments:	
I certify the IT Item/System identified has been assessed f Langley Research Center Year 2000 test and certification that the IT Item/System is compliant as reflected in the att Contractor Company Name: Contractor Official: Typed Name and Signature	guidelines and requirements as guidance and
Concurrence: NASA COTR/Technical Monitor Typed Name and Signature	Date

Attachment C List of Installation-Accountable Property and Services

			•		Calibration	Calibration	Purchase	Purchase
Item Name	Serial Number	ECN	Manufacture	Model	Category*	Frequency	Price	Date
Tensile System	Serial Number	ECIA	<u> Manufacture</u>	IVIOGEI	Category	rrequency	FIICE	Date
Tester	NONE (Verified)	1258707	Tinius Olsen	None (verified)	1	Annual	\$ 23,025	Apr-88
Recorder, X-Y	11493	1258708	Tinius Olsen	AD	1	, and a	\$ 3,105	Apr-88
Readout, Digital	NONE (Verified)	1258709	Tinius Olsen	290	1	Annual	\$ 1,240	Apr-88
Computer, Micro	23-BABWS	1258710	IBM	35-SX	NA NA	71111447	\$ 7,000	Feb-89
Display Unit	72-4026561	1258712	IBM	8512-001	NA NA		\$ 2,000	Feb-89
Printer, ADP	201C0652730	1258713	Okidata	GE5262A	NA NA		\$ 1,000	Jan-89
Printer, ADP	USCC153058	1422868	HP	C2003A	NA NA		\$ 642	Oct-90
Extensometer, Bolt Testing	164542	803480	Tinius Olsen	SB200	2		\$ 3,495	Apr-88
EDAX System	104542	803480	Tinius Oisen	35200			\$ 3,493	Ap1-00
Display Unit	5028383	1259119	Sony	CPD1730	NA		\$ 1,000	Oct-88
Analyzer	HX366/01	1259120	Edax	DX4	2		\$ 11,870	Oct-89
X-Ray Analyzer	HX858-01	1091696	Edax	PV9814	2		\$ 18,000	Dec-88
Printer, ADP			HP	550C	NA		\$ 500	Oct-89
Micro Hardness System	3306504286	1259121	П	3300	INA		\$ 500	001-09
Computer, Micro	FZ8QR	1879187	Dell	DCM	NA		\$ 1,588	Aug-94
					2			
Tester, Hardness	3009688	1258717	Shimadzu Dell	HMV2000	NA	 	\$ 14,700 \$ 1,588	Sep-89
Computer, Micro	FZ8QR	1879187		DOM		 		Aug-94
Tester, Hardness	91818	1091691	NewAge	NI100C	2	 	\$ 7,250	Dec-88
Image Analysis System	0070141		Litatiohi	I/D Mink	NA	 		
BW Camera	8073141		Hitatichi	KP-Mlek				
Camera			Polaroid	Macro 5	NA NA		10.10=	
Computer, Micro	USB3953218	1880436	HP IS	D5766T	NA NA		\$ 19,167	Jan-95
Display Unit	JP83083395	1880437	HP	D2846-60501	NA		\$ 900	Jan-95
Printer, ADP	AZN1123910	1880438	Canon	P930A	NA NA		\$ 705	Jan-95
Metallograph	NMR-1017	1260189	Unitron	Versamet 3	NA		\$ 11,845	Sep-88
Camera, Television	188758	1260190	Cohu	8215-2000	NA		\$ 1,260	Sep-88
Microscope, Stereo	921531	1260191	Unitron	25T	NA		\$ 5,000	Sep-88
Printer, ADP	AZN1123910	1880438	Canon	P930A	NA NA		\$ 705	Jan-95
Receiver, Television	2017063	G075027	Sony	CVM1271	NA		\$ 763	Jul-86
Stand, Projection	20147	G075359	Sony	VID P10	NA		\$ 2,775	Apr-86
Marker/Measuring System, V	4620K	1258204	Beckler	VIA 150	2		\$ 3,495	Aug-89
Printer, Video	14326	1260192	Sony	UP3000	NA		\$ 3,895	Sep-88
Recorder, Cassette, Video	161-30210724	1258720	Emerson	VCR3001	NA	ļ	\$ 160	
Laser Thread Measurement S								
Laser	101-1194-001	1422872	Apeiron	LTMS-2P/SPI	2		\$ 90,852	Oct-90
Computer, Micro	214424	1422869	PC express	None (verified)	NA NA		\$ 3,000	Oct-90
Stand, Electronic	101-1194-001	1422870	Apeiron	LTMS-SP/SPI	NA		\$ 2,000	Oct-90
Display Unit	K46-40601531	1422871	стх	CVP5468A	NA		\$ 625	Oct-90
Zvolo Penetrant Insp Unit								
Zyglo Penetrant Insp Unit	92006	1258723	Magnaflux	ZA-28W	2		\$ 9,850	Jan-88
Water Filtering System	EPT9150223	1258721	Magnaflux	519719	NA		\$ 5,800	Feb-90
Polishina Equip.								
Sander, Belt	497NDMT1517	1425241	Buehler	16-1290-160		<u> </u>	\$ 4,980	May-91
Flaring Machine	1518	1423152	Olsen	50P	NA NA		\$ 1,862	Nov-90
Cleaner, Ultrasonic	455-B5C-00240	1260142	Buehler	751930115	NA		\$ 1,080	Feb-90
Polishing/Grinding Machine	460-E3G-1516	1260143	Buehler	49-1750-160	NA NA		\$ 6,395	Jul-88
Polishing/Grinding Machine	451-E3G-1264	1091693	Buehler	49-1750-160			\$ 5,918	Dec-88
Specimen Mount Press	453-PNN-01975	1091694	Buehler	20-1390-118		ļ	\$ 2,965	Dec-88
Abrasion Cutter	441MSAC037	1091695	Buehler	95C1820-260	NA		\$ 9,720	Dec-88
Polishing/Grinding Machine	513PHXV10637	1432268	Buehler	49-4102-260	NA		\$ 11,162	Aug-92
Specimen Mount Press	512-N35-01039	1239384	Buehler	20-1420-160	NA		\$ 4,550	Sep-90
Electronics Inspection Unit								
Camera, B/W CCD	43984	35347	WATEC	Wat-902	NA		\$ 2,485	Feb-91
Oscilloscope	B04178	37200	Tektronix	TDS744A	NA	Annual	\$ 16,241	Jul-92
Meter, RCL	563	37255	Fluke	Pm6306	1	Annual	\$ 5,195	Aug-92
Generator, Function	553	37256	Fluke	Pm5150	NA	Annual	\$ 4,670	Aug-90
Multimeter, Digital	5381036	1258714	Fluke	8840A	1	2 years	\$ 1,095	Nov-88
Oscilloscope, Portable	211824	1258715	Protek	p2520	1	Annual	\$ 489	

^{*} Category 1 denotes equipment that requires third-party calibration via NASA. The contractor is responsible for ensuring coordination for the calibration of this equipment. Category 2 denotes equipment that requires calibration prior to use. The contractor is responsible for the calibration of this equipment in accordance with the RIQAL Work Instructions, Attachment A to Task Assignment #3.

Attachment C List of Installation-Accountable Property and Services

			`		Calibration	Calibration	Purchase	
Item Name	Serial Number	ECN	Manufacture	Model	Category*	Frequency	Price	AGE
Inspection Unit (continued)								
Controller, Microprocessor	9630L-820170	1431508	Pind Tester	4501	1	Annual	\$ 16,605	Aug-92
Curve Tracer	5302589	1739338	Tektronix	370A	2		\$ 21,930	Sep-92
Oven, Drying	139458	1741318	Despatch	LDB1-38M	NA		\$ 3,902	
Power Supply	kr5130734A		HP	3630a	1	Annual	· · · · · · · · · · · ·	1,00,00
Power Supply	161-11188		Beckman	1635	1	Annual		
Power Supply	Kr51307426		HP	E3630	1	Annual		
Computer, Micro	785B1	1432306	Deli	DOM	NA NA		\$ 4,396	Aug-92
Display Unit	2003802	1432313	Dell	D2026T-AS	NA		\$ 800	
Printer	u9hc111986	1431472	HP.	C3952A	NA NA		\$ 1,498	
Oscilloscope	B04178	37200	Tektronix	TDS744A	NA NA	Annual	\$ 16,241	
RCL Meter	81436	37255	Fluke	Pm6306	1	Annual	\$ 5,195	
Multimeter, Digital	5381036	1258714	Fluke	8840A	1	2 years	\$ 1.095	
Oscilloscope, Portable	211824	1258715	Protek	p2520	1	Annual	\$ 489	
Multimeter, Digital	11224028	1258722	Beckman	HD110T	1	3 years	\$ 229	
Generator, Function	553	37256	Fluke	Pm5150	NA	Annual	\$ 4.670	
Miscellaneous - Not Part of S		01200	, iake	7 1110 100	100	, amaa	1,070	00004
Thread Gaging System	NONE	59487	Johnson	900	2		\$ 2,335	Apr-89
Display Unit	90160268	1091703	Tatung	Cm1498T	NA NA		\$ 500	
Microscope	730	424631			NA		\$ 593	
Microscope	NONE	425368	American Optical		NA		\$ 547	
Scanner, Hand Held	LU499202234	802964	Logitech	256	NA		\$ 175	;
Camera, B/W CCD	43984	35347	Watec	Wat-902	NA		\$ 2,485	5
Surface Plate, Granite	30199	1091692	Ottauing		NA		\$ 3,959	Jan-93
Computer, Micro	192285	1091704	Advanced Logic	40	NA		\$ 3,264	Jan-93
Printer, ADP	3126A83978	1091705	HP	Laser Jet III	NA		\$ 1,559	Jan-93
Computer, Micro	3317HCG30159	1255647			NA		\$ 1,563	3
Camera, Still Picture	8A513738446	1258716			NA		\$ 100)
Printer, ADP	3306504286	1259121	HP	550C	NA		\$ 500	Nov-93
Cabinet, Medical	NONE (Verified)	1261094	Blickman	None (verified)	NA		\$ 1,290	Mar-94
Cabinet, Medical	NONE (Verified)	1261095	Blickman	None (verified)	NA		\$ 1,290) Mar-94
Computer, Micro	23WVG03	1424323	IBM	433sx	NA		\$ 3,100	Mar-95
Display Unit	1240809341	1424324	Compudine	-	NA		\$ 400)
Display Unit	S453A1V55R4	1431417	Apple	M1822	NA		\$ 1,498	Jun-96
Printer	USHC111886	1431472	HP	C3952A	NA		\$ 1,498	Sep-96
Computer, Micro	xb6200my7p4	1741138	Apple	M3409	NA		\$ 3,322	Peb-97
Gage, Height	259	1878148	Starret	None (verified)	NA		\$ 2,690	Jul-98
Display Unit	8300986	1879188	Dell	Tritron	NA		\$ 500)
Stereo Scope	944059		Unitron	2SB	NA			

^{*} Category 1 denotes equipment that requires third-party calibration via NASA. The contractor is responsible for ensuring coordination for the calibration of this equipment. Category 2 denotes equipment that requires calibration prior to use. The contractor is responsible for the calibration of this equipment in accordance with the RIQAL Work Instructions, Attachment A to Task Assignment #3.

Pager-Fire Protection Radio-Fire Protection Radio-Fire Protection Radio-Fire Protection Sample Radio-Fire Protection Sample Radio-Fire Protection Radio-Fi

Radio-Fire Protection 35082

The above items (applicable to the RIQAL and Fire Protection) are part of a Government equipped facility, therefore, these items are not to be replaced by the contractor.