

NASI-97040 - RFP

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		RATING A1		PAGE OF 1 ¹ 28 PA	
2. CONTRACT NO.		3. SOLICITATION NO. 1-160-DF.1255		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED AUGUST 1, 1996	
7. ISSUED BY:		CODE		8. ADDRESS OFFER TO (If other than item 7)			
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001				NASA, Langley Research Center 9A Langley Boulevard, Bldg. 1195B, Room 125 Hampton, VA 23681-0001			

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in depository located in 9A Langley Blvd., Bldg. 1195B, Room 125 until 4 P.M. local time AUGUST 15, 1996 CAUTION - LATE Submissions, (Hour) (Date)

Modifications, and Withdrawals: See Section L, Provisions 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 Susan C. Shockcor		B. TELEPHONE NO. (Include area code) (NO COLLECT CALL) (757) 864-2989	
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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	CALENDAR DAYS
		%	%	%	
14. ACKNOWLEDGMENT OF AMENDMENTS		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
(The offeror acknowledges receipt of to the SOLICITATION for offerors and related documents numbered and dated:)					

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTH. TO SIGN OFFER (Type or print)	

15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

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

(Signature of Contracting Officer)

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 AND/OR SERVICES TO BE FURNISHED (18-52.210-72) (DEC 1988)**

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.

B.2 ESTIMATED COST (18-52.216-81) (DEC 1988)

The total estimated cost for complete performance of this contract is \$_____. See FAR clause 52.216-11, Cost Contract—No Fee, of this contract.
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B.3 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

For purposes of payment of cost, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$_____. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting Officer.

B.4 ADMINISTRATION OF CONTRACT FUNDING (LaRC 52.232-113) (JUN 1995)

The Contractor agrees that all future incremental funding shall be accomplished by Administrative Change Modification.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 STATEMENT OF WORK**

The basic objectives of NASA's Noise Reduction Research for Advanced Subsonic Transports are to obtain an understanding of airframe and engine noise for advanced subsonic aircraft and to define means for reducing significant noise sources. Research under this contract will contribute toward the AST Noise Reduction program goals established for engine fan tone noise, broadband noise, jet noise, airframe noise and interior noise. Research areas of interest include theoretical and experimental studies of noise control of engine fan tone and broadband noise; jet noise and airframe noise; development of advanced noise reduction concepts including advanced nacelle liners and active control; development of airframe, fan, and jet noise prediction methods including effects of active control; and measurement, prediction and control of aircraft interior noise. The Contractor shall perform specifically defined, performance based task assignments within the scope of this contract as authorized by the Contracting Officer.

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

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE - TASK ASSIGNMENTS (LaRC 52.212-112) (JUL 1989)

(a) The period for issuance of task assignments is 36 months from the effective date of this contract.

(b) Any task assignments issued prior to the expiration of the period for issuance of task assignments shall be completed, subject to the limitations specified in B.3.; provided that the Contractor will not be required to perform any work beyond 12 months after the period for issuing task assignments.

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

The place of performance shall be the Contractor's facility located in

F.3 ORAL PRESENTATIONS)

The Contractor shall make oral presentation(s) as specified in task assignments. The specific dates of the presentations shall be mutually selected by the Contracting Officer's Technical Representative (COTR) and the Contractor. The presentation(s) shall include a review of all work accomplished during task performance. The presentation(s) shall also include a brief summary of reportable items under the Section I clause entitled "New Technology."

SECTION G - CONTRACT ADMINISTRATION DATA

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

(a) Public vouchers for payment of costs shall include a reference to this contract NAS1-xxxx and your Taxpayer Identification Number, and be forwarded to:

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

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

Cost vouchers shall be submitted through the cognizant Defense Contract Audit Agency.

(b) The Contractor shall prepare vouchers as follows:

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

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

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

- (i) Copy 1 NASA Contracting Officer;
- (ii) Copy 2 Auditor;

- (iii) Copy 3 Contractor,
- (iv) Contract Administration Office

(c) Cost payments shall be made monthly.

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

G.2 TASK ASSIGNMENTS (LaRC 52.212-102) (OCT 1991)

(a) The work to be performed within the areas outlined in Section C, Description/ Specifications/Work Statement, will be more specifically defined and controlled by means of written task assignments, issued solely by the Contracting Officer, containing the following information:

- (1) Task assignment number and date
- (2) Description of work and/or deliverable items
- (3) Total cost limitation
- (4) Required completion date and/or delivery schedule
- (5) Task monitor with name and phone number
- (6) Government-furnished property, if applicable
- (7) Appropriate special instructions or information

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

G.3 PAYMENT ADDRESS (LaRC 52.232-93) (SEP 1994)

(a) In accordance with the "Prompt Payment" clause, if payment is made by check, the address to which payment should be sent is.

(b) If payment is made by electronic funds transfer, payment will be forwarded to the financial institution and account identified in the Standard Form 3881 executed by the Contractor.

G.4 CONTRACT CLOSEOUT (LaRC 52.242-90) (JUN 1988)

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

(b) "Quick Closeout"—Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.

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

G.6 GOVERNMENT-FURNISHED ITEMS AND PROPERTY

Government-furnished items and property are not anticipated to be issued under this contract.

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 PRICE OPTIONS/EXTENDED TERMS

Pursuant to I.1., FAR 52.217-9, Option to Extend the Term of the Contract, the Contractor hereby grants to the Government an option to extend the term of the contract for one additional period of twenty-four months. Such option is to be exercisable by issuance of a unilateral modification. Upon exercise of such option by the Government, the contract will be increased as follows:

- (a) Period for Issuance of Task Assignments - additional twenty four months
- (b) Period of Performance - additional thirty-six months (up to twelve months beyond last task issuance)
- (c) Cost limitation - TBD

H.3 ADVANCE APPROVAL FOR RELEASE OF TECHNICAL INFORMATION (LaRC 52.227-92) (OCT 1993)

The Contractor shall not release technical information based on or containing data first produced in the performance of this contract and describing the work performed under this contract unless prior written approval is given by NASA. The Contractor shall submit technical information regarding the contract effort, such as journal articles, meeting papers, and technical documents, to the Contracting Officer Technical Representative (COTR) for review and concurrence with subsequent approval by the cognizant NASA Headquarters Program Office prior to establishing claim to copyright, publication, presentation, or release to others. The Contractor may proceed upon receipt of written concurrence by the COTR as though approval also had been received from the cognizant NASA Headquarters Program Office, unless directed otherwise in the COTR concurrence letter.

H.4 INCORPORATION OF THE REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

Pursuant to FAR 15.406-1(b), the Representations and Certifications dated _____ are hereby incorporated herein by reference.

H.5 SUBCONTRACTING PLAN

The approved Contractor plan for subcontracting with small business and small disadvantaged business concerns is attached hereto as Exhibit A.

H.6 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 B.

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 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.

PART II - CONTRACT CLAUSES

I.1. CLAUSES INCORPORATED BY REFERENCE (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.

NOTICE: The following clauses are hereby incorporated by reference.

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)
52.203-9	Requirement for Certificate of Procurement Integrity—Modification (Sep 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Sep 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (May 1995)
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 (Oct 1995)
52.215-22	Price Reduction for Defective Cost or Pricing Data (Oct 1995)
52.215-24	Subcontractor Cost or Pricing Data (Oct 1995)
52.215-26	Integrity of Unit Prices (Oct 1995)—Alternate I (Apr 1991)
52.215-27	Termination of Defined Benefit Pension Plans (Mar 1996)
52.215-31	Waiver of Facilities Capital Cost of Money (Sep 1987)
52.215-33	Order of Precedence (Jan 1986)
52.215-39	Reversion or Adjustment of Plans for Post Retirement 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 (Oct 1995)
52.216-7	Allowable Cost and Payment (Jul 1991)
52.216-11	Cost Contract—No Fee (Apr 1984)
52.217-9	Option To Extend The Term Of The Contract (Jun 1987) *36 months; 72 months
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (Oct 1995)
52.219-9	Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (Oct 1995)

52.219-16	Liquidated Damages -- Subcontracting Plan (Oct 1995)
52.222-1	Notice to the Government of Labor Disputes (Apr 1984)
52.222-2	Payment for Overtime Premiums (Jul 1990) * \$0
52.222-3	Convict Labor (Apr 1984)
52.222-26	Equal Opportunity (Apr 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (Apr 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984)
52.222-36	Affirmative Action for Handicapped Workers (Apr 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)
52.223-2	Clean Air and Water (Apr 1984)
52.223-6	Drug-Free Workplace (Jul 1990)
52.225-11	Restrictions on Certain Foreign Purchases (May 1992)
52.225-19	European Union Sanction for Services (Jan 1996)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Aug 1991)
52.227-1	Authorization and Consent (Jul 1995) -- Alternate I (Apr 1984)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Apr 1984)
52.227-12	Patent Rights—Retention by the Contractor (Long Form) (Jun 1989) -- As Modified by NASA FAR Supplement 18-52.227-11
52.227-16	Additional Data Requirements (Jun 1987)
52.228-7	Insurance—Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (Aug 1992)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Nov 1993)
52.230-5	Administration of Cost Accounting Standards (Feb 1995)
52.232-9	Limitation on Withholding Payments (Apr 1984)
52.232-17	Interest (Jan 1991)
52.232-18	Availability of Funds (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Mar 1994) 30th day
52.232-28	Electronic Funds Transfer Payment Methods (Apr 1989) -- As modified by NASA FAR Supplement 18-32.908(a)
52.233-1	Disputes (Oct 1995) -- Alternate I (Oct 1995)
52.233-3	Protest after Award (Oct 1995) -- Alternate I (Jun 1985)
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 Indirect Costs (Oct 1995)
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 V (Apr 1984)
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (Mar 1996) -- Alternate I (Jul 1995)
52.244-5	Competition in Subcontracting (Jan 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 1995)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986) (Deviation) (Jul 1995)
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)
52.246-23	Limitation of Liability (Apr 1984)
52.249-6	Termination (Cost-Reimbursement) (May 1986)
52.249-14	Excusable Delays (Apr 1984)
52.252-6	Authorized Deviations in Clauses (Apr 1984) NASA FAR Supplement (48 CFR Chapter 18)
52.253-1	Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

18-52.212-70 Notice of Delay (Dec 1988)

18-52.215-84 Ombudsman (Oct 1995)
LaRC: Belinda Adams. Call Sandra S. Ray, (757) 864-2428
NASA: Thomas S. Luedtke, (202) 358-2090

18-52.216-89 Allowable Cost and Payment (Apr 1994)

18-52.219-74 Use of Rural Area Small Businesses (Sep 1990)

18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting
 (Oct 1995)

18-52.219-76 NASA Small Disadvantaged Business Goal (Jul 1991)

18-52.227-70 New Technology (Jul 1995)

18-52.227-72 Designation of New Technology Representative and Patent Representative
 (Apr 1984)
*New Technology Representative, MS-212, NASA Langley Research Center,
 Hampton, VA 23681-0001*
*Patent Representative, MS-212, NASA Langley Research Center, Hampton, VA
 23681-0001*

18-52.235-70 Center for AeroSpace Information (Nov 1992)

18-52.242-70 Technical Direction (Sep 1993)

18-52.242-72 Observance of Legal Holidays (Aug 1992)

18-52.242-73 NASA Contractor Financial Management Reporting (Apr 1994)

18-52.244-70 Geographic Participation in the Aerospace Program (Apr 1985)

18-52.245-70 Acquisition of Centrally Reportable Equipment (Mar 1989)

18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (Jul 1994)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Exhibit A Subcontracting Plan, pages

Exhibit B Procedures for the Preparation and Approval of Contractor Reports for Langley
 Research Center, Form PROC./P-72, May 1992, 4 pages

Exhibit C Contract Documentation Requirements, 4 pages

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

Attachment 1 FAR Provision 52.203-8, Requirement for Certificate of Procurement
 Integrity (NOV 1990) Alternate I (SEP 1990), 2 pages

Attachment 2 Certificate of Current Cost or Pricing Data, Form PROC./P-281, May 1986, 1 page

Attachment 3 Task Assignment 1, Statement of Work

Attachment 4 Task Assignment 2, Statement of Work

Attachment 5 Contract Pricing Proposal Cover Sheet, Standard Form 1411,
 July 1987 with instructions, 5 pages

Solicitation No. 1-160-DF.1255

EXHIBIT A

CONTRACTOR'S SUBCONTRACTING PLAN

EXHIBIT B

PROCEDURES FOR THE PREPARATION AND APPROVAL OF CONTRACTOR REPORTS FOR LANGLEY RESEARCH CENTER

GUIDELINES. - The following documents or subsequent editions in effect on date of contract shall serve as the basis for preparation of Contractor Reports:

NASA SP-7047 NASA Publications Guide
DoD 5220.22-M Industrial Security Manual for Safeguarding Classified
Information, January 1991

NOTE: Copies of NASA SP-7047 will be furnished by the Contracting Officer upon request.

FORMAT AND ORGANIZATION. - The format and organization of a Contractor Report should be consistent and follow the practices recommended in the NASA Publications Guide (NASA SP-7047). For questions concerning format, contact Langley Technical Editing Branch at (804) 864-2518. **An original Report Documentation Page (Standard Form 298) shall be included as the last page in the report.** (The instructions on the back of the form shall not appear in the printed report.) A reproducible copy of this form will be furnished to you with your copy of the executed contract.

TRADEMARKS. - U.S. Government policy prohibits endorsing or criticizing commercial products in its publications. Use of trademarks is discouraged. If a trademark must be used, its owner must be credited and the trademark must be used as an adjective modifying the generic name.

REFERENCES. - Material that is not obtainable or available must not be listed in the references. Documents of NASA contracts published as in-house documents must be referenced as NASA CR's, not as NASA Contract Numbers.

SECURITY. - Security markings, when necessary, shall be consistent with DD Form 254, the directive issued by the Security Classification Officer, and shall conform to requirements established in the DoD Industrial Security Manual. For questions concerning security classification, contact LaRC Security Classification Officer at (804) 864-3415.

APPROVAL COPIES.

1. Upon completion of a report, the Contractor shall submit five (5) approval copies to the Contracting Officer for review and approval by NASA. These copies may be reproduced and assembled by an economical means by the Contractor.

2. The Contractor will be notified of acceptance of the approval copy of the report by the Contracting Officer within sixty (60) days. Approval will be contingent upon changes required by NASA. An original master copy in agreement with the approval copy shall be prepared and submitted by the Contractor.

ORIGINAL MANUSCRIPT. - The original manuscript of a Contractor Report shall consist of a one-sided master copy of the text, cleanly typed on opaque white paper, from which negatives and printing plates can be made, unscreened glossy prints of photographs, and original artwork of a quality suitable for reproduction

by offset printing. Suggestions for preparing acceptable copy are given in NASA SP-7047. The original manuscript should not be bound and should have consecutive page numbers added in proper sequence. Odd numbered pages are numbered at the bottom of the page on the right; even, on the left. To avoid damage in handling and shipping, the original manuscript should be carefully packaged.

DISTRIBUTION AND DUPLICATION. - From the review made at the Langley Research Center, the Contracting Officer will make a determination concerning publication and distribution, which the Contractor shall complete within thirty (30) days after receipt of approval copies.

1. If NASA Langley Research Center considers that the report should be distributed only in limited quantities, the Contractor shall be requested to prepare duplicates of the original manuscript and distribute the original manuscript and copies (not to exceed 100¹) in accordance with a distribution list supplied by the Contracting Officer. In this case, the report will be assigned a number in the NASA CR high-numbered series (CR number above 50,000) by the Contracting Officer. When necessary, the Contractor will be provided with any notices to be added to the cover concerning distribution limitations.

2. If the NASA Langley Research Center considers the report of such quality or interest that it warrants wide distribution, it will be recommended to NASA Headquarters for publication in the NASA CR low-numbered series, and the Contractor will be requested to forward the original manuscript, together with up to 25² duplicate copies to Langley Research Center addresses furnished by the Contracting Officer. At the direction of the Contracting Officer, advance distribution by the Center may be made to those having a need to know. Printing from the original manuscript for final distribution will be provided by NASA. NASA will include the CR number on the cover and provide the author(s) with 10 copies each of the final printed report. (Author(s) will not receive 10 copies each of restricted distribution reports.)

PRINTING STANDARDS. - To comply with NASA printing requirements and cost considerations, reports submitted should conform to the following standards. Any questions regarding implementation of these standards should be directed to the Langley Printing Management Officer (LPMO) at (804) 864-3284.

1. Multiple-copy production shall be by the offset duplicating method, except as described in subparagraphs 1a and 1b below.

a. Production may be on office copying machines or on diazo equipment when the number of copies is so small that such production is more economical than offset duplicating. However, the images will be clearly legible and permanent.

¹See Clause 18-52.208-81, Printing and Duplicating, for more detailed guidance.

b. Any image that cannot be accommodated by a foldout (as described in paragraph 2 herein) will be produced by the diazo or electrostatic method in a size dictated by legibility requirements.

2. The page image size of cover and text pages including headings will not exceed 7 1/8 x 9 1/8 inches. Page image including page number will not exceed 7 1/8 x 10 inches. Diagrams, charts, drawings, etc., shall be reduced and, if necessary, run broadside to eliminate oversized pages. If such reduction is too great for legibility, the subject will be split and run on two facing pages or run as a foldout with an image not larger than 14 x 9 1/2 inches.

3. Text and foldout pages will be on either of two paper stocks:

a. Offset book paper, white, substance 50 lbs. (basis 25 x 38/1000 sheets, Joint Committee on Printing (JCP) A60).

b. Chemical wood writing paper, white or colored, substance 20 lbs. (basis 17 x 22/1000 sheets, JCP G30).

4. Covers, if necessary, will be on either of two paper stocks:

a. Vellum finish (or antique finish) cover paper, white or colored, substance 50 lbs. (basis 20 x 26/1000 sheets, JCP L20).

b. Chemical wood index paper, white or colored, substance 110 lbs. (basis 25 1/2 x 30 1/2/1000 sheets, JCP K20).

5. Use of tabs is expensive and rarely necessary. First consideration should be given to the use of a contents page. Second choice should be bleed-edge index markers. If tabs must be used, they will be duplicated on one side only, on chemical wood index paper, white or colored, substance 110 lbs. (basis 25 1/2 x 30 1/2/1000 sheets); they will be angle cut and not die cut.

6. All duplicating will be in black ink. If other or additional color is required for a functional purpose, approval in writing must be obtained from the Langley Printing Management Officer (LPMO) through the Contracting Officer before preparation of final reproduction copy.

7. Text pages of all documents produced will be reproduced on both sides of sheet where feasible.

8. Binding will be by fastening with wire staples or stitches, either one in a corner or two in the binding margin. Documents too thick to staple or stitch will be produced in two or more volumes. Prong fasteners, binding screws, plastic combs, and spiral and similar wire fasteners add to production time and costs, and generally their use should be avoided.

9. Plastic protective sheets will not be used.

10. When hard-cover protection of a document is needed, the document will be drilled with three round 1/4 inch or 3/8 inch holes, 4 1/4 inches center-to-center, for insertion into standard 3-ring binders. Special stamped, printed or silk-screened binders shall not be used. A single corner staple or stitch or a band will be used to hold the document together until it is put into a binder.

REPORT DOCUMENTATION PAGE

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1 hour 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 Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. AGENCY USE ONLY (Leave blank)	2. REPORT DATE May 1991	3. REPORT TYPE AND DATES COVERED Contractor Report	
4. TITLE AND SUBTITLE Science Needs for Real-Time Adaptable Data Products From the Earth Observing System		5. FUNDING NUMBERS C NAS1-18676	
6. AUTHOR(S) Paul D. Try, Paul F. Twitchell, and Christopher R. Redder			
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) Science and Technology Corporation 101 Research Drive Hampton, VA 23666-1340		8. PERFORMING ORGANIZATION REPORT NUMBER STC-42518	
9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES) National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225		10. SPONSORING/MONITORING AGENCY REPORT NUMBER NASA CR-0000	
11. SUPPLEMENTARY NOTES Langley Technical Monitor: David E. Bowker Final Report			
12a. DISTRIBUTION/AVAILABILITY STATEMENT Unclassified Unlimited Subject Category 43		12b. DISTRIBUTION CODE <i>(If contract specifies restricted distribution, state restriction instead of Unclassified-Unlimited.)</i>	
13. ABSTRACT (Maximum 200 words) Advancing the understanding of the Earth system requires improved knowledge of the time-variant governing processes, and the knowledge of these processes often comes only from real-time observations of the changing variables as seen from space. The unpredictability of what is to be measured and at what rate requires flexibility in the observational capability. The Earth Observing System (EOS) will be a major source of observational data during the next 10- to 25-year timeframe. Consequently, to ensure the needed advances in the understanding of the Earth system, real-time onboard processing is concluded to be a critical need for EOS. <i>(Provide an unclassified abstract not to exceed 200 words)</i>			
14. SUBJECT TERMS Real-time data needs; Onboard data processing; Real-time processing for EOS; EOS communication needs		15. NUMBER OF PAGES 76	
		16. PRICE CODE	
17. SECURITY CLASSIFICATION OF REPORT Unclassified	18. SECURITY CLASSIFICATION OF THIS PAGE Unclassified	19. SECURITY CLASSIFICATION OF ABSTRACT	20. LIMITATION OF ABSTRACT

EXHIBIT C - CONTRACT DOCUMENTATION REQUIREMENTS

REPORTS OF WORK

A. **Monthly Progress Reports**--The Contractor shall submit monthly technical reports for each task assignment describing progress to date, noting all technical areas in which efforts is being directed and indicating the status of work within these areas. Tasks may be summarized in one report unless otherwise stipulated in individual task assignments. 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

The report required by Paragraph A above shall be submitted in the number of copies and to the addresses indicated in Paragraph D below entitled "Reports Distribution," within ten (10) days following the end of each calendar monthly report period.

B. **Financial Management Reports**--

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

2. For this task assignment contract, a 533M shall be provided for the reporting levels identified below:

- a. Each Authorized Task
- b. All Unassigned Effort
- c. Contract Total (Includes the sums of Items a. and b. above) Column 9b shall reflect total hours and estimated cost.

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

e. Each 533M shall include a narrative explanation for variances exceeding 25 percent between planned hours/dollars and actual hours/dollars for each reporting category (at the total contract level only).

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

- a. Direct Productive Labor Hours
- b. Other Direct Productive Labor hours
- c. Direct Productive Labor Dollars
- d. Other Direct Labor Dollars
- e. Overhead(s)
- f. G&A
- g. Subcontract
- h. Material
- i. Travel
- j. Computing
- k. ODC
- l. FCCOM

m. Total Estimated Cost

C. 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 G clause entitled "Financial Reporting of Government-owned/Contractor-held Property."

D. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts and Standard Form 295, Summary Subcontractor Report, in accordance with the instructions on the reverse of the form. In addition to other instructions on the reverse of the SF 294, the Contractor is required to report awards to Women-Owned (W-O) business, Historically Black Colleges and Universities (HBCUs) and other Minority Educational Institutions (MEIs). This information shall be detailed in Block 18 as follows:

Subcontract awards to small W-O businesses this reporting period: \$

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

The total subcontract dollars to W-O businesses, HBCUs, and MEIs shall be included in Blocks 15A and 16.

Delete

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

Pursuant to the contract clause entitled "Small 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 15A, 15B, 15C, and 16 of the Standard Form 294. (See the sample in Section J, List of Attachments.) Letter progress reports may be signed by the Contract Administrator or equivalent organizational level, and each report is due by the 10th calendar day of the month following the close of the reporting period.

10C and 11
10B
10A

E. Final Reports--Each task assignment may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained in Exhibit C, Procedures for the Preparation and Approval of Contractor Reports for Langley Research Center, Form PROC./P-72. The specified number of approval copies shall be submitted within the time specified in the task assignments.

F. 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 Report (VETS-100) as required by this clause.

G. 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-_____
Hampton, VA 23681-0001

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

A--Contract Administrator, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop _____

C--New Technology Representative, Mail Stop 212

D—Patent Counsel, Mail Stop 212

E—Cost Accounting, Mail Stop 135 (via Mail Stop 175)

F—Property Administrator

G—According to Instructions on Form

The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifies the number of copies to be provided: (Only select required/needed reports.)

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Monthly Progress Report	A-1, B-2, C-1
Financial Management Report	A-1, B-2, E-2
New Technology or Patent Rights Report (pursuant to 18-52.227-70)	A-1, B-2, C-1, D-1
Oral Presentation Materials	A-1, B-1
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1
Summary Subcontractor Report (Standard Form 295)	A-1, G-1
Monthly Progress Report for Socioeconomic Goals	A-1
Federal Contractor Veterans Employment Report (VETS-100)	G-1
Final Report (Approval Copies)	A-5
Final Report (Approved)	As specified by the Contracting Officer
Other Documentation	As specified by the Contracting Officer

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.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

COMPANY NAME

AUTHORIZED COMPANY OFFICIAL NAME

SIGNATURE

DATE

K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (52.203-4) (APR 1984)

(a) **Representation.** The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror - [Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

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

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

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

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

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

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (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 subcontract awards 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.3 TAXPAYER IDENTIFICATION (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 FAR 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 for 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.4 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.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (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.6 TYPE OF BUSINESS ORGANIZATION (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, a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ country.

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

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

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

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

K.9 PLACE OF PERFORMANCE (52.215-20) (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, intends, does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the space provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if other than Bidder

K.10 SMALL BUSINESS PROGRAM REPRESENTATION (52.219-1) (OCT 1995)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 1,000 employees.

(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 and certifies 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 (c)(1) of this section.) The offeror represents as part of its offer that it () is, () is into 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. "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.11 CERTIFICATION OF NONSEGREGATED FACILITIES (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.12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (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.13 AFFIRMATIVE ACTION COMPLIANCE (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.14 CLEAN AIR AND WATER CERTIFICATION (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.15 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (52.223-5) (JUL 1995)

(a) Definitions. As used in this provision,

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

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

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

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

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

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

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

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

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

- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will—
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(8) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.16 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (52.230-1) (AUG 1992)

Note: This notice does not apply to small businesses or foreign governments. This notice is in four parts, identified by Roman numerals I through IV.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT – COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

____(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

____(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

____(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

____(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

____ The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201-1(b)(2).

III. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

____ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$10 million or more.

IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

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

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CLAUSES INCORPORATED BY REFERENCE (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.

NOTICE: The following clauses are hereby incorporated by reference.

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

- 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990)
DO Rated Order
- 52.215-5 Solicitation Definitions (Jul 1987)
- 52.215-8 Amendments to Solicitations (Dec 1989)
- 52.215-9 Submission of Offers (Jul 1995)
- 52.215-10 Late Submissions, Modifications, and Withdrawals of Proposals (Jul 1995)
- 52.215-13 Preparation of Offers (Apr 1984)
- 52.215-14 Explanation to Prospective Offerors (Apr 1984)
- 52.215-15 Failure to Submit Offers (Jul 1995)
- 52.215-16 Contract Award (Oct 1995)
- 52.215-7 Unnecessarily Elaborate Proposals or Quotations (Apr 1984)
- 52.215-30 Facilities Capital Cost of Money (Sep 1987)
- 52.222-24 Preward On-Site Equal Opportunity Compliance Review (Apr 1984)
- 52.227-6 Royalty Information (Apr 1984)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

- 18-52.215-75 Expenses Related to Offeror Submissions (Dec 1988)
- 18-52.215-76 False Statements (Dec 1988)
- 15-52.227-71 Requests for Waiver of Rights to Inventions (Apr 1984)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a cost reimbursement, no fee contract resulting from this solicitation.

L.3 SERVICE OF PROTEST (FAR 52.233-2) (OCT 1995)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Head, Research & Focused Programs Contracts Branch, NASA Langley Research Center, Building 1195, Room 219, Hampton, Virginia 23681-0001.

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBICA or within one day of filing a protest with the GAO.
- (c) In this procurement, you may not protest to the GSBICA because of the nature of the supplies or services being procured.

L.4 RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL/QUOTATION INFORMATION (DATA) (NASA 18-52.215-72) (DEC 1984)

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

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

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

L.5 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NASA 18-52.219-73) (DEC 1988) ALTERNATE I (DEC 1988)

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

L.6 CERTIFICATE OF PROCUREMENT INTEGRITY - OFFERS (LaRC 52.203-90) (Oct 1992)

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

L.7 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: Susan C. Shockcor
 Phone: (804) 864-2989 (COLLECT CALLS NOT ACCEPTED)
 Facsimile: 804-864-7709
 Address: National Aeronautics and Space Administration
 Langley Research Center
 Attn: Susan C. Shockcor, Mail Code 126
 Hampton, VA 23681-0001

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

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

L.8 CERTIFICATION OF COST OR PRICING DATA (LaRC 52.215-97)
(JUN 1988)

Pursuant to 10 U.S.C. 2306(a) and 41 U.S.C. 254(d), the Contractor will be required to certify, except where the price is based on adequate price competition as determined by the Contracting Officer, or established catalog or market prices of commercial items, or prices set by law or regulation, that the cost of pricing data submitted or identified on Standard Form 1411 are accurate, complete, and current. The attached certificate (NASA Langley Form PROC/P-281), as set forth in FAR 15.804-4, shall be properly executed after negotiation and prior to contract award.

L.9 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING
CONSULTANTS (FAR 52.209-7) (OCT 1995)

(a) Definitions.

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

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

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

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

- (1) The name of the agency and the number of the solicitation in question.
- (2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.
- (3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.
- (4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.
- (5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign Government or person).

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

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

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of

Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

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

L.10 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL

This solicitation requires the submission of a Small Business and Small Disadvantaged 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 18-52.219-76 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.

L.11 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS

A. General Information

This contract shall be a cost-reimbursement, task assignment contract for one three-year period, plus one two-year option period. Task assignments shall be issued as Performance-Based Tasks. The Government estimate for the value of this contract is \$6 million for the base period, and \$4 million for the option period for a total of \$10 million. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes. The offeror should quote on the basis of the effort which he deems necessary to accomplish the proposed contract requirements.

B. Number of Proposals, Time and Place of Submission--The offeror shall submit the original and three 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.

C. Proposal Information--

(1) Your proposal shall include an overall cost proposal to meet NASA program efforts described in this solicitation. In addition, your offer shall include a detailed cost proposal and technical response for implementation of Task Assignments 1 and 2, which are Attachments 3 and 4 to this solicitation. It is anticipated that, after evaluation and negotiation of the contract and task proposals, the Tasks may be issued simultaneously with the contract award.

(i) Your response to the requirements of Tasks 1 and 2 should address your understanding of the research, the technology issues, and the performance required. Your Task proposal should submit a clear and complete budget for each task.

(ii) Cost Proposal.

a. In submitting the cost proposal, the offeror shall comply with the requirements set forth in Table 15-2 of FAR 15.804-6(b)(2), a copy of which is attached to the Standard Form 1411 provided with this Request for Proposal as Attachment 5. This compliance requires you to include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. For example, labor costs should be proposed by labor categories supported by hourly rates and specified labor escalation; supporting documentation should be included to show the composition of each overhead burden pool; fringe benefits should be itemized; and the basis for subcontract costs, should be provided. [You are also required, if applicable, to identify any

uncompensated overtime hours and the effective hourly rates for all Fair Labor Standards Act-exempt personnel included in your (and your subcontractors) proposals. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct (in accordance with NFS 18-52.237-72, Identification of Uncompensated Overtime (Apr 1995)). Also provide a description of the timekeeping and accounting systems used to record all hours worked by FLSA-exempt employees]. Submit separate Standard Forms (SF) 1411 supported by appropriate details for the initial contract period and for each priced option period. A complete and timely evaluation of your proposal cannot be performed without this information being submitted with your proposal.

b. Your cost proposal must detail costs segmented by base and option period over the full 60-month period for task assignment issuance.

c. Provide the basis for the rates and any proposed overtime.

d. For any subcontracting/consulting effort proposed, provide a detailed cost breakdown, the degree of competition and the extent of evaluation, and the type of contractual arrangements. Provide applicable SF-1411 forms and written statements of intent for your subcontractors/consultants, if applicable. Explain any adjustments made to the subcontractor's proposed amounts.

e. For interorganization transfers, provide a cost breakdown by element.

f. Explain cost associated with travel and computer usage. Provide all factors used to estimate these cost elements.

g. Provide estimates of the cost and manpower requirements to perform new technology reporting and explain how it is included in the cost proposal.

(iii) Other Considerations

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

b. Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns--The offeror (except small businesses) shall include a proposed subcontracting plan for small business and small disadvantaged business concerns for consideration in the source evaluation and selection process. The planned subcontracting amounts should be broken out and provided for each contract period, for a total contract duration of 5 years (three year base period; two year option period). This plan must comply with the Section I clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan," and should provide for the small disadvantaged business goal that is equal to or greater than the goal referenced in L.10.

NOTE: Your proposed subcontracting goal to small disadvantaged business concerns shall include any planned subcontract awards to small disadvantaged business concerns as defined in FAR Clause 52.219-8 and Women-Owned Businesses, Historically Black Colleges and Universities, and other Minority Educational Institutions as defined in NASA FAR Supplement Clause 18-52.219-76.

c. Availability of Facilities and Equipment (F&E)--You should indicate in your proposal the availability of facilities and equipment necessary for performance of Tasks 1 and 2 on a timely basis. If applicable, provide in his proposal an acquisition plan for the F&E which is required but not currently available.

d. The offeror should include in his proposal a list or description of all Government production and research property that he or his subcontractors propose to use on rent-free basis for the performance of Tasks 1 and 2, or for the overall contract. For all proposed Government production and research property, the offeror should provide the following:

(1) Identification of the facilities contract or other instrument under which property already in his or his subcontractor's possession is held, and written permission for its use from the Contracting Officer having cognizance of the property.

(2) The dates during which the property will be available for use and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support: (1) proration of the rent for determining a rental equivalent evaluation factor, and (2) a determination that there will be no interference with required use from the other contract(s).

(3) The amount of rent that would otherwise be charged, computed in accordance with FAR 45.403.

(4) Ratio of Government-owned facilities to corporate-owned facilities.

ATTACHMENT 1

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
(FAR 52.203-8) (SEP 1995) ALTERNATE I (SEP 1990)

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

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

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____
[Name of certifier]

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

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

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

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

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

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

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

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

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

(End of certification)

ATTACHMENT 2

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

FIRM _____

NAME _____

TITLE _____

Date of Execution _____

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

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

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

Attachment 3

Task 1- Interior Noise

Modeling, Validation and Control of Noise Transmission in Aircraft Structures

I. Task Objective

The contractor shall construct theoretical models and develop measurement methods to evaluate the noise transmission characteristics of representative aircraft fuselages. The theoretical approach will consider models as close to that of a fully outfitted commercial fuselage as possible. The theoretical models and measurement method will be utilized to provide an understanding of all dominant energy paths for noise transmission for both engine and boundary layer noise sources for all significant frequencies. Noise control approaches utilizing this energy path information will be developed, tested with the theoretical models and validated using the experimental methods.

II. Tasks Requirements, Deliverables and or Products, and Performance Metrics

The contractor shall perform the following tasks:

- 1a. **Task Requirement:** Construct theoretical models for the noise transmission of typical narrow body and wide body commercial aircraft for engine and boundary layer noise sources. The contractor will develop these models utilizing analytical and/or numerical techniques applicable for the range of frequencies and geometry modeled. Further, these models will include progressively more built-up sidewall structures until the noise transmission properties of realistic aircraft constructions are accurately predicted.

Deliverable: The contractor shall provide reports detailing the formulation, implementation and results of all analytical and numerical models developed and/or evaluated. If the contractor develops a prediction code, this code will be fully documented and provided to the NASA. Further the contractor shall provide evaluations of each methodology with comparisons to other applicable methods as well as to experimental results obtained in the literature or in task 1b. These shall be provided in yearly oral reports and in formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: The minimum acceptable performance for this task is for the contractor to provide a range of validated methods for the prediction of noise transmission due to both engine noise sources and boundary layer pressure fluctuations.

- 1b. **Task Requirement:** Where applicable, the Contractor shall validate existing measurement methods for incident and transmitted noise quantities to define the noise transmission characteristics of typical commercial aircraft fuselages over the range of frequencies that impact passenger and crew health and annoyance. Where

required, the contractor shall develop and validate new or improved measurement techniques to provide qualitative evaluation of the noise transmission properties of typical and improved aircraft fuselage construction.

Deliverable: The contractor shall provide reports detailing the measurement theory, equipment requirements, sampling criteria, etc.... as applicable to quantify the measurement method, the frequency range of applicability and the assumptions upon which the method is based. In addition, the contractor shall compare different methods where applicable and provide validations of the models developed in task 1a. Further, the contractor shall provide yearly oral reports and formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: Since the purpose of this task is to provide improved measurement techniques, the minimum acceptable performance is the qualification of validated measurement methods across the range of frequencies from 50 Hz to 5kHz. Further the contractor must characterize the measurement requirements, assumptions and recommendations as to the optimum technique for each measurement.

- 1c. Task Requirement:** The Contractor shall develop designs and/or methodology for improved and innovative noise transmission loss for both narrow body and wide body commercial aircraft consistent with the goals of minimal weight and cost.

Deliverable: The contractor shall provide reports demonstrating the design of improved noise transmission approaches, itemizing the engineering requirements and demonstrating the performance of the design. A clear understanding of the performance gain due to the above design improvement or innovation should be provided in a technical report that utilizes both theory and experiment where possible. The contractor shall provide yearly oral reports and formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: The contractor shall provide as a minimum, the results of all noise control approaches investigated, the approach utilized and recommendations for implementation. Performance exceeding the acceptable level will be judged on the basis of the performance of the approach, innovativeness of the approach and on the practicality of any engineering implementation.

III. Period of Performance: FY97-FY99

Level of funding anticipated: FY97 - \$600K, FY98 - \$500K, FY99 - \$500K

IV. Schedule for Deliverables: TBD

Attachment 4

Task 2- Airframe Noise Tests

I. Tasks and Deliverables

The Contractor shall provide/perform the following efforts. Airframe noise modeling efforts are detailed in periodic meetings between NASA and the industry airframe noise partners. Under this Task, test plans will be developed in close coordination with on-going efforts in analytical and empirical airframe noise modeling in order to provide the knowledge needed to close gaps which are currently apparent in these models. This test program will also provide a baseline for evaluation of scaling effects in conjunction with the subsequent test of the .42 scale 757 wing to be tested in the ARC 40x80 tunnel.

A. Subtask 1 - The Contractor shall formulate a detailed test plan and execute a test of a .09 scale model 757 wing in the Boeing LSAF anechoic facility with emphasis on measurement of the detailed fluid mechanics in the regions of the critical noise sources as identified by Boeing, including off-body unsteady flow measurements, in addition to near and far field noise measurements and acoustic source imaging.

B. Subtask 2 - Contractor shall provide all pertinent design details required for an accurate model representation of an advanced high-lift system to be based on the Boeing 757 wing design. Upon design concurrence by the NASA technical task monitor, the contractor shall fabricate a model to the approved design in .42 scale for airframe noise testing in the ARC 40x80 facility.

C. Deliverables/Schedule

(i) Deliverables/Schedule for Subtask 1-

(1) The detailed test plan shall be submitted to the technical task monitor by TBD. Upon concurrence by the technical task monitor, the contractor shall proceed with test execution.

(2) The .09 scale model 757 wing test shall be conducted by TBD.

(3) Test plans - TBD

(ii) Deliverables/Schedule for Subtask 2 -

(1) Advanced transport wing and high lift system design(s) shall be submitted to NASA technical task monitor by x/x/xx. Upon concurrence by the technical task monitor, the contractor shall proceed with fabrication.

(2) Fabrication of the advanced transport wing and high lift system model shall be complete and delivered to NASA Ames by TBD.

(iii) Reports for Subtasks 1 and 2 -

(1) The Contractor shall submit detailed technical reports to the NASA technical task monitor documenting results of performance under subtasks 1 and 2 on the following dates: 9/30/97; 9/30/98; and 9/30/99.

(2) Contractor reporting shall include scale information regarding detailed fluid mechanics in the regions of critical noise sources, including off-body unsteady flow measurements, surface signatures of critical flow features associated with the high-lift system. The latter measurements will include turbulence generated by the steady roll-up vortex, boundary-layer turbulence convected into the flap edge region, and vortex instability caused by ingested turbulence.

D. Period of Performance

(i) The period of performance for subtask 1 shall be from date of task issuance through September 30, 1997.

(ii) The period of performance for subtask 2 shall be from date of task issuance through September 30, 1999.

Anticipated Funding Levels:

97: 60K

98: 300K

99: 380K

Attachment 3

Task 1- Interior Noise Modeling, Validation and Control of Noise Transmission in Aircraft Structures

I. Task Objective

The Contractor shall construct theoretical models and develop measurement methods to evaluate the noise transmission characteristics of representative aircraft fuselages. The theoretical approach will consider models as close to that of a fully outfitted commercial fuselage as possible. The theoretical models and measurement method will be utilized to provide an understanding of all dominant energy paths for noise transmission for both engine related noise sources and reverberant fields for all significant frequencies. Noise control approaches utilizing this energy path information will be developed, tested with the theoretical models and validated using the experimental methods.

II. Tasks Requirements, Deliverables and or Products, and Performance Metrics

The Contractor shall perform the following tasks:

- 1a. **Task Requirement:** Construct theoretical models for the noise transmission of typical narrow body and wide body commercial aircraft for reverberant sources and typical engine noise sources. The Contractor will develop these models utilizing analytical and/or numerical techniques applicable for the range of frequencies and geometry modeled. Further, these models will include progressively more built-up sidewall structures until the noise transmission properties of realistic aircraft constructions are accurately predicted.

Deliverable: The Contractor shall provide reports detailing the formulation, implementation and results of all analytical and numerical models developed and/or evaluated. If the contractor develops a prediction code, this code will be fully documented and provided to the NASA. Further, the Contractor shall provide evaluations of each methodology with comparisons to other applicable methods as well as to experimental results obtained in the literature or in task 1b. These shall be provided in yearly oral reports and in formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: The minimum acceptable performance for this task is for the contractor to provide a range of validated methods for the quantification of noise transmission paths due to both reverberant sources fields and typical engine noise sources.

- 1b. **Task Requirement:** Where applicable, the Contractor shall validate existing measurement methods for incident and transmitted noise quantities to define the noise transmission characteristics of typical commercial aircraft fuselages over the

range of frequencies that impact passenger and crew health and annoyance. The incident noise fields shall include both reverberant sources typically used in transmission loss testing as well as laboratory simulations of typical engine noise sources. Where required, the contractor shall develop and validate new or improved measurement techniques to provide qualitative evaluation of the noise transmission properties of typical and improved aircraft fuselage construction.

Deliverable: The Contractor shall provide reports detailing the measurement theory, equipment requirements, sampling criteria, etc., as applicable to quantify the measurement method, the frequency range of applicability and the assumptions upon which the method is based. In addition, the contractor shall compare different methods where applicable and provide validations of the models developed in task 1a. Further, the contractor shall provide yearly oral reports and formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: Since the purpose of this task is to provide improved measurement techniques, the minimum acceptable performance is the qualification of validated measurement methods across the range of frequencies from 50 Hz to 5kHz for at least two different noise sources. Further, the contractor must characterize the measurement requirements, assumptions and recommendations as to the optimum technique for each measurement.

- 1c. **Task Requirement:** The Contractor shall develop designs and/or methodology for improved and innovative noise transmission loss for both narrow body and wide body commercial aircraft consistent with the goals of minimal weight and cost.

Deliverable: The Contractor shall provide reports demonstrating the design of improved noise transmission approaches, itemizing the engineering requirements and demonstrating the performance of the design. A clear understanding of the performance gain due to the above design improvement or innovation should be provided in a technical report that utilizes both theory and experiment where possible. The Contractor shall provide yearly oral reports and formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: The Contractor shall provide as a minimum, the results of all noise control approaches investigated, the approach utilized and recommendations for implementation. Performance exceeding the acceptable level will be judged on the basis of the performance of the approach, innovativeness of the approach and on the practicality of any engineering implementation.

1d. Task Requirement: The Contractor shall develop realistic simulations of aircraft engine sources for laboratory implementations that provide similar second order statistics of pressure on fuselage sections as that attained by real engine noise sources. These noise sources shall be consistent with those theoretical models developed in previous studies (task 9, NAS1-20090) and to be developed in task 8 of the present contract. Further, these noise sources shall be implemented and utilized in tasks 1b and 1c in addition to reverberant field excitation.

Deliverable: The Contractor shall provide reports that show the theory and implementation details of the engine noise source simulations developed. The important design parameters of these sources, the algorithms used to provide control, and the performance relative to known second order pressure statistics on fuselage surfaces shall be clearly documented. The Contractor shall provide yearly oral reports and formal reports suitable for publication as NASA contractor reports. In addition, monthly technical progress reports shall be provided to NASA by the contractor.

Metric: The Contractor shall provide as a minimum, the results of all engine noise simulations developed, the approach utilized, software and hardware designs and recommendations for implementation. Performance exceeding the acceptable level will be judged on the basis of the performance of the approach, innovativeness of the approach and on the practicality of the implementation.

III. Period of Performance: FY97-FY99

Level of funding anticipated: FY97 - \$500K, FY98 - \$500K, FY99 - \$500K

IV. Schedule for Deliverables: TBD

Attachment 4

Task 2- Airframe Noise Baseline Scale Effects/Analytical and Empirical Models

I. Tasks and Deliverables

The Contractor shall provide/perform the following efforts. Test plans will be developed in close coordination with NASA to provide a baseline for evaluation of scaling effects in conjunction with the .42 scale 757 wing to be tested in the ARC 40x80 tunnel. In addition, the Boeing-developed flap-edge and slat analytical models will be compared with experimental data for validation. The Contractor will utilize results from this comparison along with similar model validation studies performed by the NASA/Industry Airframe Noise partners to develop a semi-analytical procedure for noise prediction. Empirical data obtained from Airframe Noise tests will be integrated into these models, as needed to improve prediction accuracy. Lastly, the Contractor's expertise in acoustic array technology will be utilized in airframe noise tests (specified below) within the AST Airframe Noise program.

A. Subtask 1 - The Contractor shall formulate a detailed test plan and execute a test of a .068 scale model 757 wing in the Boeing LSAF anechoic facility with emphasis on baseline measurements of the fluid mechanics in the regions of the critical noise sources as identified by Boeing, including off-body unsteady flow measurements, in addition to near and far field noise measurements and acoustic source imaging.

B. Subtask 2 - Contractor shall utilize acoustic and aerodynamic experimental data obtained from Airframe Noise program tests to compare the flap-edge and slat analytical models developed by Boeing in FY 94, 95 and 96. After NASA assessment of this comparison and remaining flap/slat model comparisons performed by Airframe Noise industry partners, NASA shall communicate to Contractor which models, if any, shall be eliminated from further consideration. The Contractor shall proceed with validation of chosen models' noise prediction capability in terms of Reynolds number and aerodynamic variations, and provide empirical adjustment if necessary.

C. Subtask 3 - The Contractor shall provide consultation and acoustic measurement using the Boeing array technology for airframe noise tests occurring in the LaRC QFF, 14x22, and the ARC 40x80 wind tunnels.

D. Deliverables/Schedule

(i) Deliverables/Schedule for Subtask 1-

(1) The detailed test plan for the .068 757 wing test shall be submitted to the technical task monitor by 12/1/97. Upon concurrence by the technical task monitor, the contractor shall proceed with test execution.

(2) The .068 scale model 757 wing test shall be conducted by the Contractor in CY98.

(3) Test plans shall include objectives, detailed test matrix, and experimental techniques to be utilized.

(ii) Deliverables/Schedule for Subtask 2 -

(1) Contractor shall deliver results of flap-edge model comparison with Airframe Noise Program aerodynamic and acoustic data to NASA by 9/30/97.

(2) Contractor shall deliver results of slat model comparison with Airframe Noise Program aerodynamic and acoustic data to NASA by 9/30/98.

(3) Contractor shall deliver validated flap-edge and slat models including any empirical modifications which account for Reynolds number and aerodynamic parameter variation effects by 9/30/99.

(iii) Deliverables/Schedule for Subtask 3 -

(1) Contractor shall provide perform acoustic array measurements in the LaRC 14x22 tunnel for the trapezoidal wing model by 9/30/97.

(2) Contractor shall analyze acoustic data taken in the LaRC Quiet Flow Facility and provide quantitative results of that analysis to NASA LaRC on 12/1/96 and 9/30/97.

(3) Contractor shall provide consultation for acoustic measurements taken in the ARC 40x80 test for the .42 757 wing (FY 98).

(iii) Reports for Subtasks 1, 2 and 3 -

(1) The Contractor shall submit detailed technical reports to the NASA technical task monitor documenting results of performance under subtask 1 on the following dates: 12/1/97; 9/30/98; and 9/30/99. Contractor reporting shall include scale information regarding fluid mechanics in the regions of critical noise sources, including surface signatures of critical flow features associated with the high-lift system and selected surface fluctuating pressures characterizing the noise source.

(2) The Contractor shall submit detailed technical reports to the NASA technical task monitor documenting results of performance under subtask 2 on the following dates: 9/30/97; 9/30/98; and 9/30/99. Contractor reporting shall include quantitative comparison of aerodynamic properties and acoustic signatures obtained from both the analytical models and Airframe Noise Tests performed by NASA LaRC, NASA Ames and Boeing for the Airframe Noise Program.

(3) The Contractor shall submit a technical report indicating the results of analyzing acoustic data taken by LaRC in the QFF on 12/1/96 and 9/30/97. Reports detailing the acoustic data taken in the LaRC 14x22 for the trapezoidal wing test will be submitted by 9/30/97.

E. Period of Performance

(i) The period of performance for subtask 1 shall be from date of task issuance through September 30, 1999.

(ii) The period of performance for subtask 2 shall be from date of task issuance through September 30, 1999.

(iii) The period of performance for subtask 3 shall be from date of task issuance through September 30, 1999.

Anticipated Funding Levels:

97: 200K

98: 400K

99: 430K

ATTACHMENT 5

CONTRACT PRICING PROPOSAL COVER SHEET <i>(Cost or Pricing Data 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		4. TYPE OF CONTRACT ACTION <i>(Check)</i>			
2d. CITY		2e. STATE		2f. ZIP CODE	
5. TYPE OF CONTRACT <i>(Check)</i>		a. NEW CONTRACT		d. LETTER CONTRACT	
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER <i>(Specify)</i>		b. CHANGE ORDER		e. UNPRICED ORDER	
		c. PRICE REVISION/ REDETERMINATION		f. OTHER <i>(Specify)</i>	
6. PROPOSED COST <i>(A + B = C)</i>					
A. COST		B. PROFIT/FEE		C. TOTAL	

7. PERFORMANCE			
PLACE	a.		PERIOD
	b.		a.
			b.

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

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

9. 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

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

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

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

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

16. NAME OF OFFEROR <i>(Type)</i>	16. TITLE OF OFFEROR <i>(Type)</i>	16. NAME OF FIRM
17. SIGNATURE		18. DATE OF SUBMISSION

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

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

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

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

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

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

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

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

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

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

(Rev. 6-94)

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

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

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

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

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

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

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

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

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

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

8. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:

A. New Contracts (including Letter contracts).

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

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

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

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

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

B. Change Orders Modifications, and Claims.

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

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

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

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

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

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

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

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

C. Price Revision/Redetermination

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

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

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

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

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

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

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

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

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

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

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

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

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

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