

Table of Contents

NOTE: the page numbers in the right margin are “hyper linked” to each section. To move to a particular Section, simply position the cursor over the page number, press “ctrl” and right “click”. To return to Table of Contents, locate the **blue highlighted Section title, press “ctrl” and right “click”.**

STANDARD FORM 33	1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	2
SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT	4
SECTION D - PACKAGING AND MARKING	5
SECTION E - INSPECTION AND ACCEPTANCE	6
SECTION F - DELIVERIES OR PERFORMANCE	7
SECTION G - CONTRACT ADMINISTRATION DATA	9
SECTION H - SPECIAL CONTRACT REQUIREMENTS	12
SECTION I - CONTRACT CLAUSES	18
SECTION J - LIST OF ATTACHMENTS	32
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	38
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	56
SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS	67
Exhibit A - Statement of Work for IDIQ Contract.....	74
Exhibit B - Sample Task.....	76
Appendix A Sub-Scale Air Bags	87
Appendix B Full Scale Air Bags	95
Exhibit C - Sample Task Cost/Price Schedule Preparation Instructions.....	102
Exhibit D - Sample Task Cost Format.....	103
Exhibit E - Past Performance Questionnaire.....	105

2. CONTRACT NO.	3. SOLICITATION NO. NNL06146203R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED February 21, 2006	6. REQUISITION/PURCHASE NO.
-----------------	--	--	--	-----------------------------

7. ISSUED BY Office of Procurement Attn: Lionel Nadeau M/S 126 9A Langley Blvd. Hampton, VA 23681-2199	CODE	8. ADDRESS OFFER TO (If other than Item 7) Bid Distribution & Opening Office Attn: Lionel Nadeau Solicitation # M/S 144 Bldg. 1195B, Room 124 9A Langley Blvd. Hampton, VA 23681-2199
---	------	--

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

SOLICITATION

9. Sealed offers in original and 2 paper copies and 2 electronic copies of the complete proposal in either .doc or .pdf format on a CD-ROM for furnishing the supplies or services in the Schedule mailed to the address specified in Item 8, until **4:30 p.m.** local time, on **March 23, 2006**.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <input checked="" type="checkbox"/>	A. NAME Lionel (Lee) Nadeau	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE: 757 NUMBER: 864-2434 EXT.	C. EMAIL ADDRESS Lionel.e.nadeau@nasa.gov
---	---------------------------------------	---	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	18
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	32
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	6	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	38
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	7	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	56
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	67
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	12				

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 <input checked="" type="checkbox"/> (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
---	-----------------------	-----------------------	-----------------------	--------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

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

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: <input checked="" type="checkbox"/> ITEM (4 copies unless otherwise specified)
--	--

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
---	----------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print) <i>(Signature of Contracting Officer)</i>	27. UNITED STATES OF AMERICA	28. AWARD DATE
--	------------------------------	----------------

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

NOTE: Clauses B.1 and B.2 will be included in specific task orders.

B.1 ESTIMATED COST AND FIXED FEE
(NASA 1852.216-74) (DEC 1991)

The estimated cost of this contract is [as per task order] exclusive of the fixed fee of [as per task order]. The total estimated cost and fixed fee is [as per task order].

(End of clause)

B.2 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$_____TBD_____. This allotment is for _____TBD_____

_____ and covers the following estimated period of performance:_____TBD_____.

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

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90)
(MAY 1999)

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

B.4 Indefinite Delivery Contract

Pursuant to Federal Acquisition Regulation (FAR) Pars 16.501-2 and 16.504, this contract is defined as an indefinite quantity type. The contract provides for an indefinite quantity, within stated limits specified in FAR 52.216-19 (reference Section I), of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the Contractor.

The total minimum and maximum dollar value of supplies or services to be acquired under the contract are set forth below:

Contract Minimum: The government will issue Task Orders under this contract which provide for a cumulative minimum value of \$25,000 for the 5-year period of performance.

Contract Maximum: Task orders under this contract shall not exceed a maximum, cumulative value of \$2,000,000.

B.5 Task Order Type

Task orders will be issued on a cost-plus-fixed-fee (CPFF) basis. The total CPFF will be set forth in the individually negotiated task orders.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

See Section J.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The contractor shall use its' industry-standard packaging and marking procedures.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE		
NUMBER	DATE	TITLE

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE		
NUMBER	DATE	TITLE

(End Of Clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT- -COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
		(End Of Clause)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original and one (1) copy.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

(End Of Clause)

F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002)

The period of performance of this contract shall be from the award date of the contract through five (5) years.

F.3 DELIVERY REQUIREMENTS (LaRC 52.211-96) (APR 2002)

A. Delivery is required to be made within the period stipulated in each task order.

B. Delivery shall be f.o.b. destination:

National Aeronautics and Space Administration
Langley Research Center
4 South Marvin Street (Bldg. 1206)
Hampton, VA 23681-2199

C. The Contractor shall notify the Government 10 days prior to reporting for delivery (and installation as necessary).

D. The Contractor shall notify the Contracting Officer's Technical Representative, in writing at least 10 days prior to the scheduled delivery date with a copy of the notification to the Contract Specialist. The notification shall include, as a minimum, the dimensions and weight of each container, the scheduled delivery date, and any Government equipment/service needed for off-loading. Since internal coordination by the Government is necessary to assure the availability of any required Government assistance, failure of the Contractor to comply with this notification requirement may result in delays in unloading the carrier at the f.o.b. destination site and related additional expenses to the Contractor (e.g., demurrage charges, re-delivery, etc.). The Contractor shall make delivery to the F.O.B. destination site between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday, Government holidays excepted, or as otherwise established as a result of the notification requirement cited above.

E. The Contractor shall instruct either its driver or the driver of the commercial carrier to obtain specific routing instructions to the delivery/installation site from the Transportation and Warehousing Section, 4 South Marvin Street, Building 1206, NASA, Langley Research Center. Failure to do so may cause lack of proper documentation of the delivery and related delays in NASA, Langley Research Center internal processing procedures and payment of the Contractor's invoice(s).

F. At delivery, the Government will provide personnel and equipment; e.g., forklift and/or crane service, if required by the Contractor. Notwithstanding Government assistance, the Contractor shall retain full responsibility for equipment handling, even if a Contractor's representative is not present during this process.

F.4 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be: as specified in each specific task order. If the task order does not explicitly identify place of performance, performance at contractor's facility is presumed.

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-84	Dec 1989	Patent Rights
1852.227-85	APR 1986	INVENTION REPORTING AND RIGHTS -- FOREIGN
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End Of Clause)

G.2 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)

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

New Technology Representative
 Attn: Jim Corliss M/S 176, Bldg 1152
 NASA Langley Research Center
 Hampton, VA 23681-2199

Patent Representative
 Office of Chief Counsel
 NASA Langley Research Center

Hampton, VA 23681-2199

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

(End of clause)

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph

(b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION

(End Of Clause)

H.2 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (NOV 2004)

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

H.3 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

"This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]."

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

"Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document."

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

H.4 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (MAR 2005)

a. Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPR 1371.2 "Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities" and LMS-CP-4850-- "Non-U.S. Citizen(s)/Foreign Representative(s)

Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

b. Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non- U.S. citizen contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

H.5 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE
(LaRC 52.215-107) (NOV 2002)

Pursuant to FAR 15.204-1(b), the completed Section K of the proposal is hereby incorporated by reference.

H.6 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS OF OFFERORS BY REFERENCE (LaRC 52.215-117) (OCT 2003)

Pursuant to 52.102 (a), the completed Representations, Certifications, & Other Statements of Offerors are hereby incorporated by reference.

H.7 OBSERVATION OF SAFETY STAND DOWN DAY BY CONTRACTOR EMPLOYEES (LaRC 52.223-92) (NOV 2005)

The Langley Research Center (LaRC) Safety Stand Down Day is an annual event held in the third week of June and is dedicated to learning best practices for a safe work environment. When the LaRC Director designates all or a portion of a day as Safety Stand Down Day (or equivalent), the Contractor shall require all onsite and nearsite employees to participate in Safety Stand Down Day activities at LaRC. Normal work activities, with the exception of critical services (e.g., physical and computer security), will be suspended.

H.8 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90)
(APR 2002)

A. Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less,

for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is . Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

Indirect Base	Ceiling Cost Pool	Percentage	Allocation
------------------	-------------------	------------	------------

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

H.9 The contractor that develops designs under this contract will not be precluded from supplying major subcomponents of the CEV system, under separate CEV contracts, based on FAR Part 9.505-2(b)(1)(ii) which permits such participation in development work and subsequent supply of the system or its major subcomponents.

H.10 Organizational Conflict Of Interest

This solicitation involves an "Advanced Development" requirement for the Crew Exploration Vehicle (CEV) as described in clause H.24 of CEV Phase I contracts NNJ05HF17C and NNJ05HF18C. Accordingly, for any CEV Phase I contractor awardees, the provisions of H.24 of the above cited contracts, also apply to this contract.

[END OF SECTION]

Insert (c) Electronic media:
 _____TBD_____

52.216-7 DEC 2002 ALLOWABLE COST AND PAYMENT
 Insert ___30 days___ in Paragraph (a)(3).

52.216-8 MAR 1997 FIXED FEE

52.216-18 OCT 1995 ORDERING
 Insert "from date of contract award" through
 "five (5) years" in paragraph (a).

52.216-19 OCT 1995 ORDER LIMITATIONS
 Insert "\$1,000", "\$1,000,000", "\$1,000,000",
 " 30 days " and "10 days" in paragraphs (a),
 (b)(1), (b)(2), (b)(3) and (d), respectively.

52.216-22 OCT 1995 INDEFINITE QUANTITY
 Insert "up to 6 months from the contract
 expiration date" in paragraph (d).

52.217-2 OCT 1997 CANCELLATION UNDER MULTIYEAR CONTRACTS

52.219-4 JUL 2005 NOTICE OF PRICE EVALUATION PREFERENCE
 FOR HUBZONE SMALL BUSINESS CONCERNS

52.219-23 Sep 2005 Notice of Price Evaluation Adjustment
 for Small Disadvantaged Business
 Concerns

52.219-25 OCT 1999 SMALL DISADVANTAGED BUSINESS
 PARTICIPATION PROGRAM - DISADVANTAGED
 STATUS AND REPORTING

52.222-1 FEB 1997 NOTICE TO THE GOVERNMENT OF LABOR
 DISPUTES

52.222-2 JUL 1990 PAYMENT FOR OVERTIME PREMIUMS
 Insert "\$___0___" in paragraph (a).

52.222-3 JUN 2003 CONVICT LABOR

52.222-26 APR 2002 EQUAL OPPORTUNITY

52.222-35 DEC 2001 EQUAL OPPORTUNITY FOR SPECIAL DISABLED
 VETERANS, VETERANS OF THE VIETNAM ERA,
 AND OTHER ELIGIBLE VETERANS

52.222-36 JUN 1998 AFFIRMATIVE ACTION FOR WORKERS WITH
 DISABILITIES

52.222-37 DEC 2001 EMPLOYMENT REPORTS ON SPECIAL DISABLED
 VETERANS, VETERANS OF THE VIETNAM ERA,
 AND OTHER ELIGIBLE VETERANS

52.223-6 MAY 2001 DRUG-FREE WORKPLACE

52.225-13 Mar 2005 RESTRICTION ON CERTAIN FOREIGN PURCHASES

52.227-1 JUL 1995 AUTHORIZATION AND CONSENT (ALTERNATE I)
 (APR 1984)

52.227-2 AUG 1996 NOTICE AND ASSISTANCE REGARDING PATENT
 AND COPYRIGHT INFRINGEMENT

52.227-11 JUN 1997 PATENT RIGHTS--RETENTION BY THE

CONTRACTOR (SHORT FORM) (AS MODIFIED BY
NFS 1852.227-11) (MAY 2002)

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL As modified by
1852.227-14 NASA FAR Supplement (OCT
1995)

52.227-15 May 1999 Representation of Limited Rights Data
and Restricted Computer Software

52.227-16 Jun 1987 Additional Data Requirements

52.227-23 Jun 1987 Rights to Proposal Data (Technical).

52.230-2 APR 1998 COST ACCOUNTING STANDARDS

52.230-3 APR 1998 DISCLOSURE AND CONSISTENCY OF COST
ACCOUNTING PRACTICES

52.230-6 APR 2005 ADMINISTRATION OF COST ACCOUNTING
STANDARDS

52.232-9 APR 1984 LIMITATION ON WITHHOLDING OF PAYMENTS

52.232-17 JUN 1996 INTEREST

52.232-20 APR 1984 LIMITATION OF COST

52.232-22 APR 1984 LIMITATION OF FUNDS

52.232-23 JAN 1986 ASSIGNMENT OF CLAIMS ALTERNATE I (APR
1984)

52.232-34 MAY 1999 PAYMENT BY ELECTRONIC FUNDS TRANSFER--
OTHER THAN CENTRAL CONTRACTOR
REGISTRATION

Insert 30 days after award of contract in
Paragraph (b)(1).

52.233-1 JUL 2002 DISPUTES (ALTERNATE I) (DEC 1991)

52.233-3 AUG 1996 PROTEST AFTER AWARD (ALTERNATE I) (JUN
1985)

52.233-4 OCT 2004 APPLICABLE LAW FOR BREACH OF CONTRACT
CLAIM

52.242-1 APR 1984 NOTICE OF INTENT TO DISALLOW COSTS

52.242-3 MAY 2001 PENALTIES FOR UNALLOWABLE COSTS

52.242-13 JUL 1995 BANKRUPTCY

52.243-2 AUG 1987 CHANGES--COST-REIMBURSEMENT (ALTERNATE
V) (APR 1984)

52.244-2 AUG 1998 SUBCONTRACTS

52.244-5 DEC 1996 COMPETITION IN SUBCONTRACTING

52.245-5 MAY 2004 GOVERNMENT PROPERTY (COST-
REIMBURSEMENT, TIME-AND- MATERIAL, OR
LABOR-HOUR CONTRACTS)

52.245-5 JUN 2003 GOVERNMENT PROPERTY (COST-
REIMBURSEMENT, TIME-AND- MATERIAL, OR
LABOR-HOUR CONTRACTS) (ALTERNATE I)
(JUN 2003)

52.245-9 AUG 2005 USE AND CHARGES

52.247-1 APR 1984 COMMERCIAL BILL OF LADING NOTATIONS

52.249-6 MAY 2004 TERMINATION (COST-REIMBURSEMENT)

52.249-14 APR 1984 EXCUSABLE DELAYS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER	DATE	TITLE
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION
1852.225-70	Feb 2000	Export Licenses. fill-in paragraph b: Langley Research Center, Hampton, VA

(End Of Clause)

I.2 EQUAL OPPORTUNITY (FAR 52.222-26) (APR 2002) (ALTERNATE I)
(FEB 1999)

Notice: The following terms of this clause are waived for this contract: ____none.____ .

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in

whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

I.3 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(FAR 52.222-35) (DEC 2001) (ALTERNATE I) (DEC 2001)

Notice: The following term(s) of this clause are waived for this contract: none [List term(s)].

(a) Definitions. As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more

other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability

to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the

State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

I.4 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(FAR 52.222-36) (JUN 1998) ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract: none. .

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

I.6 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (FAR 52.229-8) (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____TBD_____, or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____TBD_____, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the

time of such offset to the Government of the United States as the Contracting Officer directs.

(End-Of-Clause)

I.7 TAXES--COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (FAR 52.229-9) (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____TBD_____, or from which any subcontractor under this contract is exempt under the laws of _____TBD_____, shall not constitute an allowable cost under this contract.

(b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.

(End-Of-Clause)

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

_____http://www.arnet.gov/far/_____

_____http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm_____

(End of clause)

I.9 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract

disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Christine Darden, direct inquires to Rosemary C. Froehlich, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2423; facsimile (757) 864-8541; email Rosemary.C.Froehlich@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 CONTRACT DOCUMENTATION REQUIREMENTS

[Exhibit A](#) - Statement of Work (SOW) for IDIQ Contract

[Exhibit B](#) - Sample Task SOW

[Exhibit C](#) - Sample Task Cost Instructions

[Exhibit D](#) - Sample Task Cost Format

[Exhibit E](#) - Past Performance Questionnaire

EXHIBIT F - CONTRACT DOCUMENTATION REQUIREMENTS (see below):

A. Initial Baseline Financial Management Report -- The Contractor shall prepare a time-phased baseline financial management report, detailing by month how you plan to incur costs for the **first** 12-month interval of the total 5-year contract period, utilizing the NASA Form 533Q format. The report shall be prepared and submitted in accordance with instructions set forth on the reverse side of the 533Q form and NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting. The initial 533Q shall be submitted within 30 working days after the effective date of contract.

Financial baseline reports for each of the remaining 12-month intervals shall be submitted within 10 days of the anniversary of the effective date of this contract. The total estimated cost and direct labor hours reflected in the baseline report must equal the contract values for the total contract period. The report shall be updated, as required, during the contract performance by submission of revised pages for approval by the Contracting Officer. The financial baseline report shall be revised each time a contract modification is executed which increases or decreases the contract estimated cost, for a reason other than an overrun. The report shall not be revised to include overrun costs.

Minimum reporting categories shall include:

- a. Direct Labor Hours
- b. Direct Labor Dollars

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

B. Monthly Financial Management Report

1. The Contractor shall submit a monthly financial management report as provided by the NFS clause 1852.242-73, NASA Financial Management Reporting. This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form.

2. For this task order contract, a 533M shall be provided for the levels indicated below:

- a. Each Authorized Task
- b. Contract Total. (Column 9b shall reflect total estimated cost of \$xx plus fixed fee of \$xx.)
- c. Due not later than the 10th working day following the close of the Contractor's accounting period being reported.
- d. (Do not change the percentages shown below without concurrence of Deputy CFO-Reference FMM 9061-5A).

Each NF533M shall include a narrative explanation for variances exceeding +/-5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.)

e. The minimum reporting categories specified in A. above shall be included in column 6 of this report.

C. Monthly Technical Letter Progress Report -- The Contractor shall submit monthly technical letter reports for each task order describing progress of the task to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report, unless otherwise stipulated in individual task orders. Reports shall be in narrative form, brief and informal in content. These reports shall include:

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

The monthly progress report shall be submitted within 10 days after the end of each calendar monthly report period. A monthly report shall not be required for the period in which the final report is due. This submittal shall be subject to the provisions of the Section I, FAR clause 52.242-2 Production Progress Reports.

D. Quarterly Progress Report -- The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section that interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photographs, and drawings shall be included to convey the intended meaning. The quarterly progress report shall be submitted within 10 operating days after the end of each calendar monthly report period. A quarterly report shall not be required for the period in which the final report is due.

E. Final Reports -- Each task order 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 NASA FAR Supplement clause 1852.235-73 Final Scientific and Technical Reports. The specified number of approval copies shall be submitted within the time specified in the task orders.

F. Quality Plan -- Within 30 calendar days after the effective date of the contract, the Contractor shall submit a quality plan that addresses how the contract quality requirements stipulated in Exhibit A (Statement of Work) will be met. The plan and subsequent revisions will be reviewed and approved by the Contracting Officer or the designated representative. Any subsequent changes to the plan shall be submitted to the COTR for approval within five business days of any changes made to the plan.

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

H. Final patent rights report - The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). This report is due prior to contract closeout.

I. Invention disclosure reporting - The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). The electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for patent matters.

J. Interim New Technology report - After the first anniversary date of the contract, the Contractor shall submit an annual list of subject inventions, certify that all subject inventions have been disclosed (or that there are no such inventions), and certify that the procedures required by paragraph (e)(1) of the NFS clause 1852.227-70 New Technology, clause have been followed. This report is due by March 31 of each year.

K. Final New Technology report - The Contractor shall submit a list of subject inventions or certify that that there were no such subject inventions, and list all subcontracts at any tier containing a patent rights clause or certify that there were no such subcontracts as set forth in NFS 1852.227-70 New Technology. This report is due within 3 months after completion of the contracted work.

L. Invention disclosure reporting - The Contractor shall disclose each subject invention under the contract as set forth in NFS 1852.227-70 New Technology. The electronic or paper version of

NASA Form 1679, Disclosure of Invention and New Technology (Including Software) may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for the administration of the New Technology clause.

- M. Task Order Deliverables: Content, format and delivery dates of deliverables as specified in accordance with the terms of each task order.

J.2. DOCUMENT DISTRIBUTION REQUIREMENTS

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

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

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

1. A--Contract Specialist, Mail Stop 126
2. B--Contracting Officer Technical Representative, Mail Stop 489
3. C--New Technology Representative, Mail Stop 489
4. D--Accounts Payable, NF533@larc.nasa.gov
5. E--Safety and Facility Assurance Branch, Mail Stop 421
6. F--Contractor Labor Relations Officer, Mail Stop 144
7. G--Office of Accounts Payable, Mail Stop 175
8. H--Patent Counsel, Mail Stop 141
9. I--Industrial Property Officer, Mail Stop 377
10. J--Small Business Specialist, Mail Stop 134
11. K--Center Information Technology Security Manager (CITSM), Mail Stop 124
12. L--According to instructions on form
13. M--As required by Task Order

14. N--Task Monitor (COTR)
15. O--Langley Management System Project Office, Mail Stop 438
16. P--Center STI Publication Manager, Mail Stop 196
17. Q--Industry Assistance Representative, Mail Stop 144

C. 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 specifying the number of copies to be provided:

LETTER CODE AND DOCUMENT: DISTRIBUTION

1. Initial Baseline Financial Management Report: A-1, B- 2, D-2, G-1
2. Financial Management Report (NASA Forms 533M & 533Q): A-1, B- 2, D-2, G-1
3. Monthly Technical Letter Progress Report: A-1, B-1, M-1, N-1
4. Quarterly Progress Report: A-1, B-1, M-1, N-1
5. Interim New Technology report: A-1, B-1, C-1, H-1
6. Final New Technology Report OR Patent Rights Report: A-1, B-1, C-1, H-1
7. Invention disclosure reporting: A-1, B-1, C-1, H-1
8. Requisition and Invoice/Shipping Document (DD Form 1149): I- 1
9. Federal Contractor Veterans Employment Report (VETS-100): L
10. Quality Plan: A-1, B-1, O-1
11. Final Report: A-1, N-1
12. Copy of formal final report cover letter: P-1
13. Task Order Deliverables: M

D. When the Contract Specialist (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 Specialist. If delegated, 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.

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (SEP 2005)

(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 this contract;

(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.

(End of provision)

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this 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.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, 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) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: .

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name

TIN

(End of provision)

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(FAR 52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of provision)

K.4 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8)
(JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541710**.

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

*
[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE
------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

*** NOTE: Offerors that check the block: "paragraph C applies" shall verify that all representations and certifications included in this solicitation are also included in their ORCA representations. If any representations or certifications included in this solicitation are not included in the ORCA database, or the ORCA Section K provision states that the offeror has elected not to complete this provision and information pertaining to this provision, shall be submitted to the Government with individual offers/proposals, then the offeror shall complete the applicable representations and/or certifications contained in Section K of this solicitation and submit with their proposal per instructions contained in Section L of this solicitation.**

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(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 paragraph

(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.

(End of provision)

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS. 52.219-1 (May 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(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 as part of its offer that it is, is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," 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 the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—
 (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern -
 -

(1) That 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, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 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 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.

(End of Provision)

Alternate I (Apr 2002). As prescribed in [19.308\(a\)\(2\)](#), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

K.7 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (52.219-19) (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it is, is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (**Check one of the following.**)

No. of Employees Avg. Annual Gross Revenues

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 -- 100 | <input type="checkbox"/> \$1,000,001 -- \$2 million |
| <input type="checkbox"/> 101 -- 250 | <input type="checkbox"/> \$2,000,001 -- \$3.5 million |
| <input type="checkbox"/> 251 -- 500 | <input type="checkbox"/> \$3,500,001 -- \$5 million |
| <input type="checkbox"/> 501 -- 750 | <input type="checkbox"/> \$5,000,001 -- \$10 million |
| <input type="checkbox"/> 751 -- 1,000 | <input type="checkbox"/> \$10,000,001 -- \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(End of Provision)

K.8 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-21) (MAY 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 -- 100 | <input type="checkbox"/> \$1,000,001 -- \$2 million |
| <input type="checkbox"/> 101 -- 250 | <input type="checkbox"/> \$2,000,001 -- \$3.5 million |
| <input type="checkbox"/> 251 -- 500 | <input type="checkbox"/> \$3,500,001 -- \$5 million |
| <input type="checkbox"/> 501 -- 750 | <input type="checkbox"/> \$5,000,001 -- \$10 million |
| <input type="checkbox"/> 751 -- 1,000 | <input type="checkbox"/> \$10,000,001 -- \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(End of provision)

K.9 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

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

(End of provision)

K9a 52.219-23 - Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns. (Sep 2005)

(a) *Definitions*. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does

not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.*

(1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except—

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment.

(d) *Agreements.*

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

(FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(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.

(End of provision)

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

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

(End of provision)

K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, 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) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official 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 Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official 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 \$50 million (of which at least one award exceeded \$1 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 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 subparagraph (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 \$50 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--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 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 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. 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 \$50 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 \$50 million or more.

III. 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

(End of provision)

K.14 OFFEROR WAIVER OF PRICE EVALUATION ADJUSTMENT UNDER FAR CLAUSE 52.219-4 (LaRC 52.219-94) (JUN 2000)

Those HUBZone small business concerns electing to waive the adjustment must check the box below, representing paragraph (c) of the clause.

Offeror elects to waive the evaluation preference.

K.15 OFFEROR WAIVER OF PRICE EVALUATION ADJUSTMENT UNDER FAR CLAUSE 52.219-23 (LaRC 52.219-95) (JUN 2000)

Those SDB concerns electing to waive the adjustment must check the box below, representing paragraph (c) of the clause.

Offeror elects to waive the adjustment.

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

An Offeror's failure to comply with all instructions herein may result in rejection of its' proposal.

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.219-23	Sep 2005	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS insert for para. B(1): 10%

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.228-80	SEP 2000	INSURANCE - IMMUNITY FROM TORT LIABILITY
1852.233-70	OCT 2002	PROTESTS TO NASA

(End Of Provision)

L.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALTERNATE II) (OCT 1997) (ALTERNATE III) (OCT 1997) (ALTERNATE IV) (OCT 1997)

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

(b) Provide information described below:

Offerors shall provide cost/price information as described in Volume I, Business Proposal.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following media:

See instructions contained in the last paragraph of Section L - "Electronic Media Submission."

(End of Provision)

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ), *Completion Form* Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation.

(End of Provision)

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NASA Langley Research Center
Attn: Lionel E. Nadeau Jr. M/S 126
9a Langley Blvd, Bldg 1195
Hampton, VA 23681-2199

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

(End of Provision)

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of provision)

L.6 **SPECIAL NOTICE TO OFFERORS:**

This solicitation involves an "Advanced Development" requirement for the Crew Exploration Vehicle (CEV) as described in clause H.24 of CEV Phase I contracts NNJ05HF17C and NNJ05HF18C. Accordingly, the terms and conditions contained in H.24 apply to those contractors competing for this requirement.

Accordingly, CEV contractor's shall provide the names of segregated individuals with Access to CEV Phase I Sensitive Information and a written certification that none of those individuals participated or will participate in the development of the proposal or task order proposals for this contract. Also provide certification that each segregated individual has received the training required and signed the non-disclosure agreement required by Clause H.24 of the CEV Contracts.

See Section H, paragraph H.10 Organizational Conflict of Interest

L.7 **PROPOSAL PAGE LIMITATIONS** (NFS 1852.215-81) (FEB 1998)

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

Volume Title	Volume #	Page Limit
Business	I	30
Technical	II	20
Past Performance	III	10

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

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

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

L.8 Proposal Clarity -

A. Proposals should be specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and to assure that their proposals contain all necessary information, provide all required documentation, and are complete in all respects since proposal evaluations will be based on the actual material presented and not on the basis of what is implied.

B. Ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

C. NASA may reject any proposal that fails to comply with all cost proposal instructions, including those for electronic submissions, as incomplete and technically unacceptable

Offerors must submit proposals in three (3) volumes: Volume I, Business Proposal; Volume II, Technical Proposal; Volume III, Past

Performance. Each volume shall include the detailed information outlined below so that it can be evaluated in accordance with the evaluation factors set forth in Section M - Evaluation Factors For Award. Structure each volume to adhere to the headings listed below.

Submit Volumes I,II and III of the proposal on or before the date and hour shown in Block 9 of the SF 33. All volumes shall be mailed to the address shown in Block 8 of the SF 33 (face page of the solicitation). Facsimile or electronic (e.g. e-mail) submission **are not authorized** and therefore the government will reject proposals so submitted. **Note:** due to security requirements, offerors may **not** hand carry proposals to LaRC.

L.9 VOLUME I BUSINESS PROPOSAL CONTENT:

The offeror shall submit a contract offer with the original of Volume I, Business proposal. Volume I shall include a table of contents and be appropriately tabbed to separately identify the following paragraphs:

- a. **Signed SF 33:** One signed original of SF33 with Blocks 12-18 completed, Part I, The Schedule (Sections B-H) and Part II, Contract Clauses (Section I) and any required Exhibits. All shaded areas are to be completed by the offeror. The additional Exhibits listed in Section J will be added to the contract document by the Contracting Officer at the time of contract award. It is critical that a conforming signed contract be submitted with the offer since it is anticipated that award will be made without discussion.
- b. **Section K:** Executed Section K
- c. **Amendments:** Properly acknowledged any amendments to the solicitation.
- d. **Acceptance or Exceptions of Terms and Conditions:** A statement that the offeror either accepts all terms and conditions of the solicitation or identifies specific exceptions to the solicitation terms and conditions that are incorporated into the contract offer and SOW. Any exceptions noted shall clearly identify the specific term or condition, rationale for exception and proposed remedy. Note: the government may reject offerors that include exceptions to the government's terms and conditions.
- e. **Identifying Subcontractors:** Include:
 1. A statement identifying whether or not the offeror will subcontract any work and list the names of subcontractors. Note: in accordance with FAR 52.244-2 Subcontracts, "If the contractor does not have an approved purchasing system, consent to subcontract is required..." by the contracting officer.

2. If the offeror's proposal includes subcontractors, the offeror shall also state whether or not it has an approved purchasing system and, if the purchasing system is approved, provide a copy of evidence of such approval by a cognizant Government Audit Agency (e.g. DCAA audit report).

f. **Adequate Accounting System**: Include a statement identifying whether or not the offeror has an adequate accounting system for determining costs applicable to the contract. If the accounting system is determined "adequate", include supporting documentation by the cognizant Government Accounting Agency (e.g. DCAA audit report). **NOTE**: pursuant to FAR 16.301-3 Limitations, the contracting officer may award a cost-reimbursement-type contract only to an offeror that has an adequate accounting system for determining costs applicable to the contract.

g. **Cost Proposal**: The Business Volume shall include the offeror's cost proposal consisting of the following information:

1. **Sample Task**: To facilitate the government's cost realism analysis (see Section M, Factor 3 - Price), offerors shall include a cost-plus-fixed-fee (CPFF) estimate for the Sample Task provided as Exhibit B. Offerors shall follow the instructions contained in Exhibit C for preparing their Sample Task. Offerors may use the sample Cost Format provided as Exhibit D or a similar format that provides comparable information. **The government's budget for the Sample Task is limited to \$250,000. Therefore, offerors shall not propose a CPFF amount that exceeds \$250,000.**

If an offeror proposes subcontracting work that is 25% or more than the total estimated cost of the Sample Task (excluding fee), then the offeror shall have its' subcontractor(s) submit a similar Exhibit D Cost Format and supporting information. If desired, subcontractors may submit their Cost Format directly to the contracting officer (see paragraph 3 below for submission instructions).

Offerors are advised that the government reserves the right to award the Sample Task as proposed.

2. **Rate Schedule**: offerors shall prepare a 5-year Rate Schedule that identifies all direct labor rates for labor categories anticipated to accomplish the requirements set forth in the Statement of Work as well as all relevant indirect rates.

Labor Rates

Labor rates shall be unburdened.

If the labor categories, labor rates and indirect rates in the Schedules are not consistent with those used to establish the offeror's proposed costs, explain and support the inconsistencies. Do not include fee and/or profit in the contract Schedule of Rates.

The Schedule of Rates shall identify prime contractor rates only. However, if the offeror proposes subcontracting costs which are 25% or more than the total estimated cost for the Sample Task, then the offeror's subcontractor(s) shall submit a similar Rate Schedule that includes both its' labor and indirect rates. The subcontractor's direct labor rate shall be unburdened and separately identify all applicable subcontractor direct and indirect costs, including subcontractor fee. No prime contractor load shall be included. Paragraph 3 below provides instructions for submitting subcontractor rate schedule information.

Each proposed labor rate shall include anticipated escalation unless escalation is prohibited by law, regulation or a specific clause in this contract.

Indirect Rates

The indirect rates shall be those that are required to derive the cost load to be applied to each relevant direct dollar of cost.

The rates listed in the Schedule of Rates shall be consistent with the offeror's accounting system.

Provide the source of or derivation of each rate. Also explain how such rates are applied.

Any indirect rate that is applicable to a non-labor related cost (such as material, subcontracts, or other direct costs) shall be the rate(s) required to derive the total load to be applied to those dollars. (For example, the material handling rate may be 5%, but because a 12% G&A is applied to the material handling cost, the total cost applied to each material dollar is 5.6%. Thus, 5.6% is the material handling rate that would appear on the schedule.)

Facilities Capital Cost of Money (FCCOM) - Clearly identify FCCOM if you choose to include it in your proposal (ref. FAR 52.215-16 Facilities Capital Cost of Money). If FCCOM is not proposed, FAR Clause 52.215-17, Waiver of Facilities Capitol Cost of Money, will be included in the contract.

Escalation - Include anticipated escalation factors and amounts unless escalation is prohibited by law, regulation, or a specific clause in this document. Provide the derivation and rationale for the proposed escalation rates.

Discuss the rationale for not escalating any rates that would normally be escalated.

Forward Pricing Rate Agreement If applicable, provide a copy of the most current Forward Pricing Rate Agreement, a statement on the status of the Cost Accounting Standards Disclosure Statement, whether the submitted proposal was developed in accordance with that Disclosure Statement, and the status of any unresolved Cost Accounting Standard issues.

3. **Submitting Subcontracting Information:** If desired, subcontractors may submit their Cost Format for the Sample Task and Rate Schedule (as applicable) directly to the contracting officer at the address noted in block 8, of the SF 33. The subcontractor's Cost Format and Rate Schedule shall include a cover letter that identifies the solicitation number and the name of the offeror (i.e. prime contractor) for which it is subcontracting. The subcontractor's Cost Format and Rate Schedule shall arrive not later than the specified due date and time stipulated in block 9 of the SF 33 (subject to any amendments). The offeror shall include in its' Business Volume a list identifying the names and points of contact with phone numbers of subcontractors submitting Rate Schedules and Cost Formats directly to the contracting officer.

4. The offeror shall prepare the cost proposal in a manner consistent with its current accounting system. Provide a statement verifying that the offeror has an approved accounting system, including the approval date and the name of the reviewing office. List any other systems, e.g., estimating, purchasing, billing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. Identify the responsible Government Audit Agency (GAA) Office and point of contact.

h. **Applicable only to CEV Phase I contractors:** Submit a list of names of segregated individuals with Access to CEV Phase I Sensitive Information and a written certification that none of those individuals participated or will participate in the development of the proposal or task order proposals for this contract. Also certification that each segregated individual has received the training required and signed the non-disclosure agreement required by Clause H.24 of the pertinent CEV Contracts.

L.10 VOLUME II TECHNICAL PROPOSAL CONTENT:

The offeror shall submit a contract offer with the original of Volume II, Technical proposal. Volume II shall consist of the information listed below. The offeror shall provide the information relative to the Sample Task and Appendices A and B included with the Sample Task.

Characteristic # 1: Technical Viability and Innovation

The Offeror's response to this characteristic shall include a discussion of the air bag Landing System requirements, unique challenges and design drivers, and shall describe air bag concept(s) to effectively address the requirements and challenges. Particular emphasis shall be placed on the ability of the Offeror's air bag concepts to stow within the available volume allocated on the CEV Crew Module. Supporting information and data, such as historical data or impact analyses and simulations, shall be included in the Offeror's response that demonstrate the innovation and viability of the Offeror's concepts and the capability of the concepts to meet the Landing System requirements.

Characteristic #2: Project Management and Project Implementation

The Offeror's response to this characteristic shall describe the Offeror's project management and project implementation approaches, and at a minimum shall include the following elements: a) a project milestone list; b) a project organizational structure and résumés of key personnel; c) descriptions of the Offeror's air bag design, analysis, engineering, manufacturing, and testing capabilities and how these capabilities will be utilized for this project; d) a description of the Offeror's configuration control and quality assurance processes; and e) **applicable only to Foreign offerors or US prime contractors proposing foreign subcontractors or partners**: submit an Export Control Compliance Plan with milestone schedule and supporting information describing how the offeror will comply with NASA FAR Sup 1852.225-70 Export Licenses.

* résumés: shall, as a minimum, specify the function of the individual as well as the individual's education, experience, and other qualifications for the proposed position.

Characteristic #3: Risk Reduction

The Offeror's response to this characteristic shall describe any features of the proposed air bag concept(s) and implementation approach that reduce risk, but at a minimum shall address the following risk reduction elements: a) the ability of the proposed air bag concept to accommodate changes in the CEV Crew Module configuration, mass, and landing conditions; b) air bag design features that reduce the probability of CEV roll-over during landing; c) methods to minimize mass growth of the air bag system; and d) the Technology Readiness Level (TRL) of the proposed air bag concept and

the required development tests to reach TRL 6 prior to the CEV Preliminary Design Review (PDR).

L.11 VOLUME III PAST PERFORMANCE

A. **Background** - Past performance is one indicator of an offeror's ability to perform successfully. Therefore, this factor will assess each offeror's record (including the record of any significant subcontractors (over \$550,000) and/or teaming partners) of performing services or delivering products that are similar in size, scope, and complexity to the requirements of this solicitation. This assessment of past performance will provide an indicator of each offeror's likelihood for success on work arising from the current solicitation.

B. **Content Guidelines** - The Past Performance Volume shall contain overall corporate or offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work. However, for newly formed businesses having little or no experience as the new business entity, submit the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s). Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such information should be considered predictive of the offeror's performance under a contract resulting from this solicitation.

C. **Proposal Content** - Include a list of contracts that the offeror, as well as any significant (over \$550,000) subcontractors or teaming partners, has held within the past three years for requirements that are similar in size, scope, and complexity to the requirements of this solicitation. For each contract identified, include:

1. Contract Number
2. Contracting Agency
3. Points of contact in the program and contracting offices, including accurate telephone numbers
4. Contract type
5. Contract beginning and ending dates
6. Original cost/price and delivery terms, as well as actual cost/price and delivery
7. Base, fixed, incentive and award fee available, if applicable. Incentive and award fee actually earned (by contract year), if applicable
8. Brief contract description

9. The extent to which contract objectives were met, including:
- a. Technical
 - b. Schedule
 - c. Cost
 - d. Management

D. Past Performance Questionnaires - Each offeror, as well as each significant subcontractor or teaming partner, shall select three customers for whom it has performed services or delivered products in the last three years that are similar in size, scope, and complexity to the requirements of this solicitation. The offeror shall provide each of these customers a Past Performance Questionnaire (see Exhibit E to this solicitation) for completion and submission to the Contract Specialist for this solicitation. The selected customers must return (via email or fax) this questionnaire within the timeframe specified in this solicitation to the address or fax number provided on the questionnaire. NASA may verify the information submitted through discussions with the references provided.

By submitting a questionnaire to its' business references, the offeror authorizes the government to discuss past performance with the business reference.

E. Independent Past Performance Information - NASA may contact other references, aside from those provided by offerors, and may consider their comments during the source selection process. While NASA may elect to consider data obtained from other sources, offerors retain the burden of providing relevant references that NASA can readily contact.

Electronic Media Submission: The offeror's proposal shall also include two electronic copies (i.e. CD-ROMs in .doc or .pdf format) containing Volumes I, II, and III. The hard copy contract offer must be formatted the same as the electronic version ("bookmarks" or hyperlinks should be used to "Tab" the proposal sections in the electronic version).

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

(End Of Provision)

Evaluation Approach

The government will evaluate each proposal received using the following three (3) Factors listed in descending order of importance: Technical, Past Performance and Price. All Factors other than cost or price, when combined, are significantly more important than price. After evaluating each proposal, the government will make an integrated assessment and comparison of all proposals to make a "Best Value" award determination. Accordingly, the government may award a contract to an offeror(s) proposing other than the lowest-priced proposal. The government reserves the right to award up to two (2) contracts. If more than one contract is awarded, the contracts will be "stand-alone" IDIQ CPFF-type contracts - **not** "multiple award IDIQ" contracts. Accordingly, the government **will not** compete task orders among successful contractors. The government reserves the right to award the Sample Task Order.

Note: Evaluation will be on the basis of material presented and *substantiated* in the offeror's proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. The offeror's attention is directed to Section L, which provides important instructions concerning proposal preparation.

Evaluation Factors

The evaluation will be based upon the offeror's response to the Sample Task and Appendices A and B included with the Sample Task.

Factor 1: TECHNICAL

Characteristic # 1: Technical Viability and Innovation

This characteristic evaluates the Offeror's understanding of, and ability to meet or exceed, the key performance requirements of the CEV air bag Landing System. The government will evaluate the Offeror's air bag Landing System requirements, unique challenges and design drivers, and air bag concept(s) to effectively address the requirements and challenges. The government will also evaluate the viability of the Offeror's concepts and the capability of the concepts to meet the Landing System requirements. The evaluation will include the ability of the Offeror's air bag concepts to stow within the available volume allocated on the CEV Crew Module. The innovative approach will also be evaluated.

Characteristic #2: Project Management and Project Implementation

The government will evaluate the Offeror's capabilities and methods to manage and implement all aspects of the air bag conceptual design effort. Additionally, the government will evaluate the Offeror's project management and project implementation approaches, as well as the following elements: a) a project milestone list; b) a project organizational structure and résumés of key personnel; c) descriptions of the Offeror's air bag design, analysis, engineering, manufacturing, and testing capabilities and how these capabilities will be utilized for this project; d) a description of the Offeror's configuration control and quality assurance processes; e) applicable to Foreign offerors or US prime contractors proposing foreign subcontractors or partners: the government will evaluate the Export Control Compliance Plan for compliance with NASA FAR Sup 1852.225-70 Export Licenses. The government will also evaluate the schedule for any adverse impacts to the period of performance stipulated in the Sample Task.

Characteristic #3: Risk Reduction

The government will evaluate the degree to which the Offeror's proposal reduces risk, either technical or programmatic, for the advanced development and implementation of a CEV air bag Landing System. The evaluation will include any features of the proposed air bag concept(s) and implementation approach that reduce risk, as well as the following risk reduction elements: a) the ability of the

proposed air bag concept to accommodate changes in the CEV Crew Module configuration, mass, and landing conditions; b) air bag design features that reduce the probability of CEV roll-over during landing; c) methods to minimize mass growth of the air bag system; and d) the Technology Readiness Level (TRL) of the proposed air bag concept and the required development tests to reach TRL 6 prior to the CEV Preliminary Design Review (PDR).

Technical Factor Rating 2-Step Process:

1. For each Technical Characteristic, the government will identify "Significant Strengths", "Strengths", "Weaknesses", "Significant Weaknesses", "Deficiencies" or "No Identified Ratings" - as applicable - using the definitions from Table 1 below.
2. Based upon the results from step 1, the government will then assign an overall "quality" rating from Table 2 that best describes the government's evaluation of the offeror's proposal for the Technical Factor. The government will not assign a "quality" rating from Table 2 for each technical characteristic.

Table 1

ADJECTIVAL RATING	DEFINITIONS
Significant Strength	A quality or characteristic in the proposal that <i>significantly</i> increases the probability of successful contract performance.
Strength	A quality or characteristic in the proposal that increases the probability of successful contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a quote to meet a Government requirement or a combination of significant weaknesses in a quote that increases the risk of unsuccessful contract performance to an unacceptable level.
No Identified Ratings	No significant strengths, strengths, weaknesses, significant weaknesses or deficiencies identified.

TABLE 2

ADJECTIVAL RATING	DEFINITIONS
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror's response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

Factor 2: PAST/CURRENT PERFORMANCE

References: The offeror shall submit at least three (3) references for services performed relevant to the solicitation requirement. In the case where an offeror does not have relevant past performance experience as defined below, the government will consider the experience of predecessor companies, key personnel, or subcontractors that will perform major or critical aspects of the requirement if the experience of such companies, key personnel or subcontractors have relevant experience.

Response to Adverse Information: Offerors will be given an opportunity to respond to any adverse past performance information if such a response was not previously given and the results of the adverse past performance information affect the offeror's rating.

Currency, Trends: The government may consider the currency and trends of past/current performance while conducting its performance evaluation. For the purpose of this solicitation, "currency" is performance occurring within the last three (3) years from the

solicitation issue date. Within this period, performance occurring later in the period may have greater importance than performance occurring earlier in the period. For example, performance of work occurring during August 2005 may have greater importance than performance occurring in October 2003. Performance trends may, depending upon the circumstances, have greater importance than isolated incidents of "Exceptional" or "Unacceptable" performance.

Relevancy: In assessing relevancy, the government will evaluate an offeror's references for similarity between the type of service performed and that required by this solicitation. The government will then assign an adjective rating from Table 3 below that best describes the relevance of an offeror's past performance relative to the government's requirement.

Independent Past Performance Information - NASA may contact other references, aside from those provided by offerors, and may consider their comments during the evaluation process. While NASA may elect to consider data obtained from other sources, offerors retain the burden of providing relevant references that NASA can readily contact.

Relevance of Past Performance Ratings:

Table 3

Adjective Description	Definition
Very Relevant	The offeror's reference / past performance experience includes all essential elements of the definition of relevant past performance which are critical to successful project completion.
Relevant	The offeror's reference / past performance experience includes most essential elements of the definition of relevant past performance which are critical to successful project completion.
Somewhat Relevant	The offeror's reference / past performance experience includes some essential elements of the definition of relevant past performance which are critical to successful project completion.
Not Relevant	The offeror's reference / past performance experience does not include any essential elements of the definition of relevant past performance which are critical to successful project completion.

Definition of relevant past performance:

For the purpose of this requirement, relevant experience critical to success of the project is defined as experience in the design, analysis, fabrication, and testing of inflatable structures for aerospace impact attenuation systems.

The government will use the ratings identified in Table 4 below to rate the overall quality of each offeror's Past Performance based on completed questionnaires and any other sources of information:

Table 4

(E) Exceptional/High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
(VG) Very Good/Significant Confidence	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
(S) Satisfactory/Confidence	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
(N) Neutral/Unknown Confidence	No performance record identifiable.
(M) Marginal/Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve the contract requirements.
(U) Unsatisfactory/No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Factor 3: PRICE/COST

Sample Task: Cost/Price Analysis - the Government will conduct a cost realism analysis of the proposed cost to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the contract.

The government will evaluate the Sample Task to confirm that the proposed cost/price does not exceed the \$250,000 funding limitation stipulated in the solicitation. **Any proposal received that proposes a cost/price exceeding the funding limitation (i.e. > \$250,000) will be eliminated for award consideration.**

Evaluation of Rate Schedule for negotiating task orders: The government will evaluate the proposed Rate Schedule to determine completeness (i.e. has the offeror provided all relevant information required in Section L?) and the reasonableness for award consideration and whether or not the Rate Schedule is adequate to facilitate negotiations of task orders should the government require additional work.

[END OF SECTION]

Exhibit A - Statement of Work for IDIQ Contract

Air Bag Landing Attenuation Systems for Earth Entry Capsules

The NASA Langley Research Center is seeking support for the design, analysis, fabrication, and testing of air bag landing attenuation systems for Earth entry capsules with specific emphasis on developing a human-rated air bag landing system for the Command Module of the Crew Exploration Vehicle (CEV). Except where indicated otherwise by subsequent task orders, all work associated with this contract is expected to be conducted at the Contractor's facilities using the Contractor's personnel, materials, and equipment. Travel to other NASA centers or other contractor's facilities should be anticipated. Task orders will be issued under this contract on an as-needed basis and may include one or more of the following:

1. Design of Air Bag Landing Attenuation Systems: Includes the conceptual and detailed design of air bag systems that meet specified landing load requirements. Design activities include establishing overall air bag system configurations, air bag material selection and lay-ups, air bag detailed design and shop drawings, air bag stowage details, air bag attachment details, and design and/or specification of air bag inflation systems.
2. Air Bag System Analysis and Modeling: Includes air bag analyses and non-linear landing simulations to establish air bag inflation and venting pressures, material stresses, landing loads, overall system performance for landings on various surfaces including both soil terrains and water, and correlation of air bag test data with analysis results.
3. Air Bag Fabrication: Includes fabrication and shop testing of air bag systems to meet design specifications and qualification requirements.
4. Air Bag Development Tests and System Demonstration Tests: Includes component-level development tests of air bag systems at the Contractor's facilities to evaluate air bag materials, construction techniques, and leakage rates. The Contractor shall be required to develop test plans and prepare test reports documenting development tests conducted under this contract. System-level air bag demonstration tests will be conducted at NASA facilities with on-site support provided by the Contractor as required.

Quality Assurance Plan: The Contractor shall have a quality assurance plan and implement quality assurance procedures that govern material procurement and control, shop personnel training, fabrication processes, inspection procedures, and shop testing for air bag systems produced under this contract. The plan shall be submitted to the COTR for approval within 30 days from date of contract award. The

NNL06146203R

contractor shall submit any changes to the plan to the COTR for approval within five business days of any changes made to the plan.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

Exhibit B – Sample Task

Offerors are advised that the government reserves the right to award the Sample Task as proposed.

1. BACKGROUND

The NASA Langley Research Center is conducting advanced development for the Landing System of the Crew Exploration Vehicle (CEV). To support the Landing System advanced development, NASA is establishing conceptual designs of alternative Landing System configurations to identify promising low-TRL (Technology Readiness Level) concepts and to select either component-level or system-level Landing System solutions for advanced development. The Landing System conceptual designs will also be used by NASA to establish detailed mass breakdowns and to identify areas of technological risk for each Landing System concept that may require early advanced development to ensure timely infusion into the CEV Project schedule. NASA is planning to develop conceptual designs for several Landing System concepts including an air bag system, a propulsive (retro-rocket) system, a deployable crushable panel system, and a deployable landing gear system. The Landing System conceptual designs are being developed by NASA Langley with contributions from other NASA Centers and expertise from industry where needed.

This Sample Task Statement of Work (SOW) defines the work to be performed by the Contractor to develop a conceptual design of a CEV air bag Landing System. NASA will provide the systems engineering and independent analysis to evaluate the air bag Landing System design(s) that result from this contract against the CEV requirements. NASA will also provide the systems engineering to evaluate the resulting air bag Landing System design(s) against the alternative Landing System designs (propulsive, deployable crushable structures, deployable landing gear) being considered. The outcome of NASA's Landing System evaluation is expected to be a selection of one or more Landing System designs, either at a component-level or at a system-level, for continued development as part of Langley's Landing System advanced development effort.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

It is anticipated that component-level characterization testing of air bags may be required to validate analytical models and to support the Landing System conceptual designs and evaluations. It is also anticipated that follow-on system-level testing of an air bag Landing System may be required to either support the system design and evaluations or to support continued development efforts. NASA intends to issue subsequent tasks on an as-needed basis for the design and fabrication of the air bags required for characterization testing and system-level testing.

2. SCOPE OF WORK

The Contractor shall develop a conceptual design of a CEV air bag Landing System based on the requirements of this SOW. The Contractor's scope of work shall include the tasks listed below. The specific requirements for these tasks are provided in Section 3.

Air Bag Conceptual Design Tasks

- a) Attend the conceptual design Kick-off Meeting
- b) Develop an air bag system conceptual design
- c) Conduct air bag performance analyses
- d) Conduct a Mid-term Review
- e) Attend weekly telecons
- f) Conduct a Final Design Presentation
- g) Submit a Final Report

3. REQUIREMENTS

3.1 Kick-off Meeting

The Contractor shall attend a Kick-off Meeting at the NASA Langley Research Center. The Kick-off Meeting will provide a forum at which: a) NASA will describe how the Air Bag Conceptual Design will be used in NASA's Landing System evaluations; b) NASA and the Contractor will review the Landing System performance specifications and conceptual design requirements described in this SOW; and c) NASA will provide the Contractor with the Government-furnished data described in this SOW. The Contractor is not required to present information at the Kick-off Meeting.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

3.2 Air Bag System Conceptual Design

The Contractor shall establish a conceptual design for a CEV air bag Landing System that meets the requirements described in Attachment A1 - Performance Specifications for the CEV Air Bag Landing System Conceptual Design. The air bag Landing System designed by the Contractor shall include the air bags, air bag inflation system, and associated ancillary hardware. The air bag conceptual design shall include the following details and information.

- a) Lay-out Drawing(s) depicting the configuration of the Contractor's air bag system concept on the CEV Crew Module. The basic geometry of the CEV Crew Module is depicted in Attachment A1, Figure A1-1. Unless approved otherwise by the Contracting Officer, the Contractor shall design the air bag system to be stowed in the volume between the CEV's forebody heat shield and the CEV crew compartment. The Contractor shall design the air bag system to be deployed during CEV terminal descent after the heat shield is released. At the Kick-off Meeting NASA will provide the Contractor with a Pro-Engineer CAD drawing file depicting the dimensions of the heat shield, crew compartment, and allocated volumes for mounting and stowing the air bag Landing System.
- b) Air Bag Drawing(s) and Data that include the air bag construction (materials, ply thicknesses, venting design), inflation and venting pressures, methods to attach the air bags to the CEV, packing densities, and estimated air bag leakage rates. The Contractor shall also provide reliability data for the major air bag system components. The Contractor shall substantiate the air bag packing densities, leakage rates, and reliability data with supporting calculations or historical data from similar air bag systems and submit these calculations and/or data with the air bag design documentation.
- c) A Master Equipment List (MEL) that tabulates the masses, mass moments-of-inertia, and center-of-gravity coordinate locations of major air bag system components or subsystems. Commercial-off-the-Shelf (COTS) components used in the air bag system design shall be identified on the MEL and catalog data sheets submitted as supporting information. Custom components used in the air bag system shall be identified as such on the MEL and the

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

Contractor shall submit mass property calculations to substantiate the MEL data for these components.

- d) An Operations Description that outlines the air bag deployment sequence of events and timeline from the designated point during terminal descent to the successful completion of landing. The Contractor shall select the altitude at which the air bag deployment sequence begins based on the Contractor's estimated air bag leakage rates and system mass optimization.

3.3 Air Bag Performance Analyses

The Contractor shall conduct performance analyses which demonstrate that the Contractor's air bag design conforms to the requirements of Attachment A1. The Contractor's air bag performance analyses shall include: a) the stress analyses of the air bag structure described in Section 3.3.1; and b) the LS DYNA dynamic CEV landing simulations described in Section 3.3.2.

- 3.3.1 Stress Analyses: The Contractor shall conduct stress analyses of the air bag structure to substantiate the air bag sizing and mass estimates described in Section 3.2. The stress analyses shall demonstrate that the air bag structure, including the inflatable membranes, structural stiffeners, and air bag attachment areas are properly sized for the predicted landing loads. The stress analyses shall bound the worst case conditions resulting from the landing load cases defined in Section 3.3.2, and shall incorporate appropriate design margins and safety factors commensurate with the uncertainties in the air bag analysis, materials, and fabrication.

- 3.3.2 LS DYNA Landing Simulations: The Contractor shall conduct an LS DYNA dynamic CEV landing simulation for each of the seven (7) landing cases listed in Table 3.1. An independent LS DYNA landing simulation of each case will also be conducted by NASA to verify the Contractor's results. Collaboration and data exchange between the Contractor and NASA will be required to fully compare and resolve discrepancies between the Contractor's and NASA's landing simulations. The Contractor shall submit the following information and data to support the Contractor's LS DYNA landing simulations and facilitate NASA's analysis correlation.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

- a) A narrative description of the Contractor's LS-DYNA landing simulation models including the air bag models, landing surface models, and contact models used in the analyses.
- b) The electronic files of the LS-DYNA air bag model input decks used in the Contractor's LS DYNA landing simulations. The input decks shall include the air bag finite element model (nodal and element data), air bag mass densities and material properties, inflation gas properties and flow rates (input flow and venting flow), and contact model. The input deck data shall include all code needed for NASA to integrate the Contractor's air bag model into NASA's LS DYNA landing simulation for independent analysis verification.
- c) Time history data of the internal pressure of each air bag, and time history data of the Crew Module position, attitude, and acceleration in all axes throughout the duration of the landing event. Time history data shall be provided in an electronic format agreed to between NASA and the Contractor at the Kick-off Meeting.

Table 3.1 - LS DYNA Landing Simulation Cases

Case	Vertical Velocity (V _v)	Horizontal Velocity (V _h)	CEV Pitch Angle	Ground Slope
1A	25 ft/sec	0 ft/sec	0°	0°
2A	25 ft/sec	15 ft/sec	0°	0°
2B	25 ft/sec	15 ft/sec	+10° (Heel-in)	-5° (Downward in-line with V _h)
2C	25 ft/sec	15 ft/sec	-10° (Toe-in)	+5° (Upward in-line with V _h)
3A	25 ft/sec	35 ft/sec	0°	0°
3B	25 ft/sec	35 ft/sec	+10° (Heel-in)	-5° (Downward in-line with V _h)
3C	25 ft/sec	35 ft/sec	-10° (Toe-in)	+5° (Upward in-line)

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

			with V_h)
--	--	--	--------------

The Contractor's CEV landing simulations shall incorporate CEV Crew Module mass properties (landed mass, center-of-gravity location, and mass moments-of-inertia) that NASA will provide to the Contractor during the Kick-off Meeting.

Unless approved otherwise by the Contracting Officer, the landing surface in the Contractor's LS DYNA simulations shall be approximated as a hard, flat surface (no localized gradients), with a dynamic sliding coefficient of friction between the air bags and the surface of 0.60. This simplified representation of the landing surface will aid in correlating the results between the Contractor's and NASA's LS DYNA simulations. Higher fidelity surface models incorporating soil mechanics properties may be introduced later into NASA's independent simulations if the appropriate soil data is acquired through Langley's advanced development activities.

3.4 Mid-term Review

The Contractor shall conduct a Mid-term Review to present the status of the air bag conceptual design. The review shall be held at the Contractor's facilities and will be attended by approximately ten (10) NASA representatives. The information presented at the Mid-term Review shall include preliminary versions of the air bag system layout drawings, air bag drawings and data, master equipment list, operations description, and performance analyses results as described in Sections 3.2 and 3.3. The Contractor's deliverables for the Mid-term Review are:

- a) The Contractor shall submit the Mid-term Review presentation materials and supporting data in electronic format no later than five (5) calendar days prior to the review.
- b) The Contractor shall submit the electronic files of the LS-DYNA air bag model input decks used in the Contractor's CEV landing simulations described in Section 3.3.2(b) no later than five (5) calendar days prior to the review.
- c) The Contractor shall provide, at the time of the review, fifteen (15) hard copies of the Contractor's presentation materials and fifteen (15) compact disks containing the electronic files presented at the review.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

d) The Contractor shall submit a preliminary rough-order-of-magnitude (ROM) cost estimate for the sub-scale and full-scale air bags described in the attached statements of work.

3.5 Weekly Telecons

The Contractor shall participate in weekly telecons with NASA throughout the duration of the Contract's period of performance to discuss the air bag design status and to resolve issues. The weekly telecons will be informal with presentation materials required on an as-needed basis only.

3.6 Final Design Presentation

The Contractor shall prepare and present a Final Design Presentation of the air bag conceptual design results. The presentation shall be conducted at the NASA Langley Research Center. The Final Design Presentation shall provide a detailed summary of the Contractor's study findings, and as a minimum, address all of the tasks described in this SOW including the latest versions of the air bag system lay-out drawings, air bag drawings and data, master equipment list, operations description, and air bag performance analyses results as described in Sections 3.2 and 3.3. The Contractor's deliverables for the Final Design Presentation are:

- a) The Contractor shall submit the Final Design Presentation materials and supporting data in electronic format no later than five (5) calendar days prior to the review.
- b) The Contractor shall submit electronic files of the LS-DYNA air bag model input decks used in the Contractor's CEV landing simulations described in Section 3.3.2(b) no later than five (5) calendar days prior to the review.
- c) The Contractor shall provide, at the time of the review, fifteen (15) hard copies of the Contractor's presentation materials and fifteen (15) compact disks containing the electronic files presented at the review.
- d) The Contractor shall submit an updated rough-order-of-magnitude (ROM) cost estimate for the sub-scale and full-scale air bags described in Appendices A and B respectively.

3.7 Final Report

The Contractor shall prepare and submit a Final Report that summarizes the Contractor's air bag system conceptual

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

design. The Final Report shall address the tasks described in this SOW and include final versions of the air bag lay-out drawings, air bag drawings and data, master equipment list, operations description, and air bag performance analyses results as described in Sections 3.2 and 3.3. The Final Report shall include the supporting data and documentation cited in this SOW, and all other supporting information required to substantiate the results of the air bag conceptual design. The Contractor shall submit twenty (20) hard copies, and twenty (20) electronic copies (on individual compact disks) of the Final Report. In conjunction with the Final Report, the Contractor shall also provide electronic files of the Contractor's air bag system lay-out drawings and air bag design drawings in a format compatible with Pro Engineer software.

4. Schedule of Milestones and Deliverables

4.1 Period of Performance

The period of performance for the Sample Task shall be 120 calendar days.

4.2 Milestone and Deliverable Schedule

Kick-off Meeting:	Within seven (7) calendar days after Contract Award
Mid-term Review:	Within 45 calendar days after Contract Award
Telecons:	Weekly
Final Design Presentation:	Within 90 calendar days after Contract Award
Final Report:	Within 120 calendar days after Contract Award

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

Attachment A1
Performance Specifications for
The CEV Air Bag Landing System Conceptual Design

The following Air Bag Landing System specifications are unique to the air bag conceptual design scope of work described in this SOW and are intended only to be an approximate representation of CEV requirements previously released by NASA. The intent of the following specifications is to establish a reduced trade space that encompasses the majority of expected CEV landing conditions, but which omits the more unlikely extreme landing conditions associated with some failure modes and harsh weather conditions. The objective of this approach is to simplify the initial design of the air bag Landing System in order to form an early basis from which technological risks may be identified and advanced development testing used to reduce those risks and validate system models. The following specifications will be reviewed by NASA and the Contractor during the Kick-off Meeting and revised as necessary to best meet the objectives of the air bag conceptual design effort.

The following air bag Landing System specifications shall be used by the Contractor to establish the air bag system conceptual design.

Crew Module Landed Mass:	20,000 lbm
Vertical Landing Velocity:	25.0 ft/sec
Horizontal Landing Velocity:	0.0 to 35.0 ft/sec
Crew Module Pitch Attitude at Landing:	-10.0° to +10.0°
	Negative angle is pitch down or "toe-in"
	Positive angle is pitch up or "heel-in)
Crew Module Yaw Attitude at Landing:	-10.0° to +10.0°
Landing Surface Slope Angle:	0.0° to 5.0°
	At any orientation with respect to the horizontal velocity vector

1. The air bag Landing System shall be designed for a CEV landing within a Government-controlled land range in the continental United States (CONUS). For the purposes of the Sample Task conceptual design effort, the Contractor shall assume a CEV landing at the Edwards Air Force Base.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

2. The air bag Landing System shall provide for a safe water landing in the event of ascent aborts, or in the event that the air bags are not used, shall not interfere with a post-abort water landing performed by other means.
3. The air bag Landing System shall attenuate the landing loads to within the acceptable limits defined in NASA STD-3000 and established through use of the Brinkley model with consideration given to crew member orientation, crew member health condition, and time-dependent load magnitudes and directions. Acceptable landing load limits shall be achieved for landings with all air bags inflated and for landings with all but one air bag inflated, with the failed air bag located at any position relative to the CEV horizontal velocity vector.
4. The air bag Landing System shall prevent the CEV Crew Module from over-turning or rolling over during or after landing for the landing conditions specified in this SOW.
5. The air bag Landing System shall prevent the CEV primary structure or crew compartment pressure vessel from contacting the ground either during or after landing for the landing conditions specified in this SOW.
6. The air bag Landing System, in its stowed configuration within the allocated CEV volume, shall be capable of successful deployment and operation after 200 days of exposure in a space environment.
7. The air bag Landing System, in its stowed configuration within the allocated CEV volume, shall be capable of successful deployment and operation after exposure to the thermal environment and acceleration loads of the CEV Earth re-entry.
8. The air bag Landing System shall be capable of being successfully deployed at the dynamic pressures (determined by the Contractor's selected deployment altitude) and at angles-of-attack up to $\pm 10^\circ$ during the CEV terminal descent.
9. The air bag Landing System shall be capable of meeting the human rating requirements of the Constellation Program.
10. The air bag Landing System shall be at a state of technological readiness such that a full-scale system can be designed, fabricated, and tested no later than March 1, 2007.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

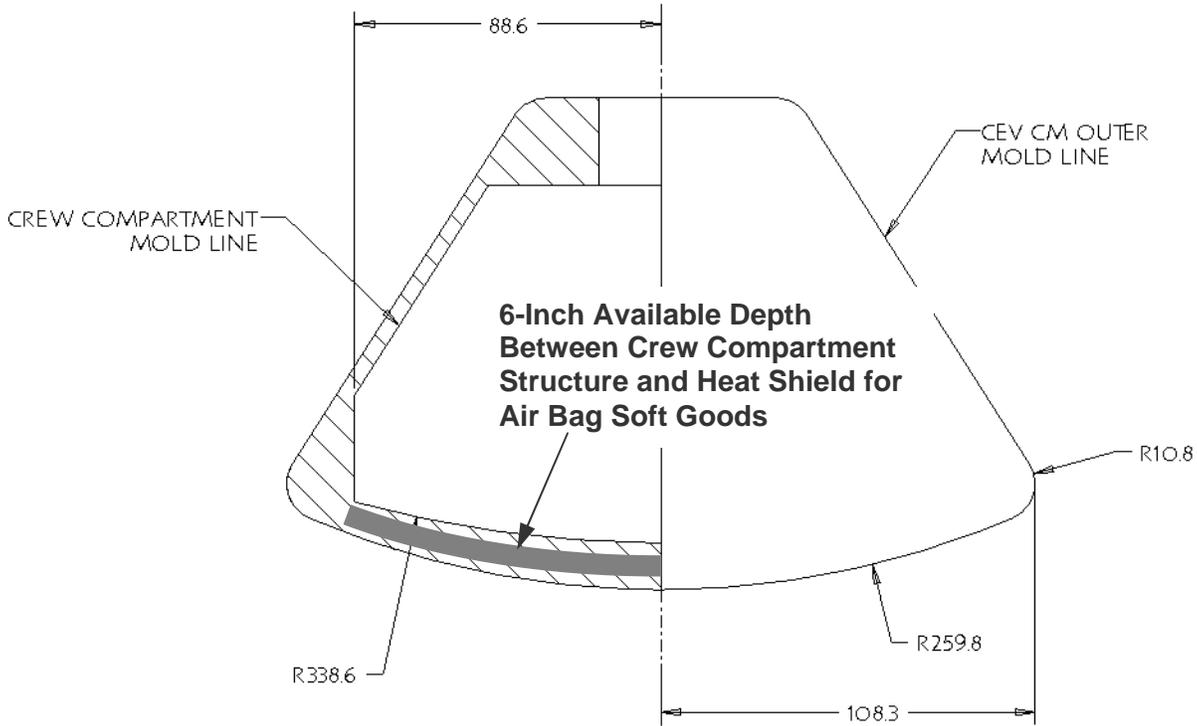


Figure A1-1: Basic CEV Crew Module Geometry
(Dimensions in Inches)

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

Appendix A Sub-Scale Air Bags

1. BACKGROUND

The NASA Langley Research Center is conducting advanced development for the Landing System of the Crew Exploration Vehicle (CEV). To support the Landing System advanced development, NASA is establishing conceptual designs of alternative Landing System configurations to identify promising low-TRL (Technology Readiness Level) concepts and to select either component-level or system-level Landing System solutions for advanced development. The Landing System conceptual designs will also be used by NASA to establish detailed mass breakdowns and to identify areas of technological risk for each Landing System concept that may require early advanced development to ensure timely infusion into the CEV Project schedule. NASA is planning to develop conceptual designs for several Landing System concepts including an air bag system, a propulsive (retro-rocket) system, a deployable crushable panel system, and a deployable landing gear system. The Landing System conceptual designs are being developed by NASA Langley with contributions from other NASA Centers and expertise from industry where needed.

It is anticipated that component-level characterization testing of air bags may be required to validate analytical models and to support the Landing System conceptual designs and evaluations. It is also anticipated that follow-on system-level testing of an air bag Landing System may be required to either support the system design and evaluations or to support continued advanced development efforts.

This Statement of Work (SOW) defines the tasks to be performed by the Contractor to deliver sub-scale air bags for characterization tests and system-level landing tests to be conducted at the NASA Langley Research Center in support of the Landing System advanced development.

2. SCOPE OF WORK

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

The Contractor shall deliver sub-scale air bags for CEV Landing System tests based on the requirements of this SOW. The Contractor's scope of work shall include the tasks listed below. The specific requirements for these tasks are provided in Section 3.

Sub-scale Air Bag Delivery Tasks

- h) Air bag detailed design and analysis
- i) Prototype air bag fabrication
- j) Production air bag fabrication
- k) On-site testing support

3. REQUIREMENTS

3.1 Air Bag Detailed Design and Analysis

The Contractor shall provide all design and analysis, production labor and facilities, and all related requirements necessary to develop detailed shop drawings and fabricate the sub-scale air bags described in this SOW and as described by the design required in the Sample Task.

3.1.1 Air Bag Requirements: The sub-scale air bags shall meet the following requirements:

- a) The sub-scale air bags shall be designed for a one-half ($\frac{1}{2}$) scale CEV relative to the full-scale CEV described in the Sample Task SOW.
- b) The total CEV test article mass for sizing the sub-scale air bags shall be 2500 lbm to achieve proper dynamic scaling relative to the full-scale 20,000 lbm CEV Crew Module.
- c) The sub-scale air bags shall be designed for the landing conditions specified in Table 3.1 of the Sample Task SOW - i.e. Exhibit B.
- d) The sub-scale air bags shall be delivered complete with all inflatable and structural elements and ready for inflation. The system for inflating the air bags prior to each test will be provided by NASA.
- e) The sub-scale air bags shall be complete with attachment points ready for installation onto NASA's test articles as described in Section 3.1.2, Test Description and Interface Requirements.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

f) The sub-scale air bags shall be capable of being re-inflated and re-tested to allow for a total of at least four (4) impact tests per air bag.

3.1.2 Test Description and Interface Requirements: NASA intends to use the Contractor's sub-scale air bags to conduct: a) air bag characterization tests; and b) system-level sub-scale landing tests. NASA intends to conduct the air bag tests by mounting either single air bags, pairs of air bags, or full sets of air bags onto ballasted steel test fixtures and then impacting these assemblies under various conditions (i.e. velocity, impact angle, landing surface hardness) at either the 70-ft drop tower or the 240-foot gantry at NASA Langley's Landing and Impact Research Facility (LandIR). The Contractor shall comply with the following interface requirements to ensure that the sub-scale air bags can be properly integrated onto the test fixture(s).

- a) The sub-scale air bags shall have provisions for attaching to either a flat steel plate or a spherically-curved steel plate with a radius of curvature of approximately 170 inches.
- b) The sub-scale air bags will be inflated manually by NASA for each test using an inflation system supplied by NASA. The Contractor shall include provisions in each air bag for connection to NASA's inflation system.
- c) The sub-scale air bags shall include provisions for attaching two external pressure sensors supplied by NASA to monitor each air bag's internal pressure during the tests.

3.1.3 Sub-scale Air Bag Design Summary: The Contractor shall submit a Sub-scale Air Bag Design Summary, marked "BASELINE" that documents the detailed design and analysis of the sub-scale air bags. The design summary shall include a narrative description of the air bag design, the detailed air bag assembly drawings, material specifications, and the results of any air bag sizing, stress analysis, and gas leakage calculations. The Contractor shall submit a "Baseline" version of the design summary no later than seven (7) calendar days prior to the Sub-scale Air Bag Design Review described in Section 3.1.4. The Contractor shall submit ten (10) hardcopies of the design summary and ten (10) electronic copies on individual

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

compact disks. Electronic versions of the sub-scale air bag assembly drawings shall be provided in a format compatible with Pro Engineer CAD software.

- 3.1.4 Sub-scale Air Bag Design Review: The Contractor shall conduct a Sub-scale Air Bag Design Review to be held at the Contractor's facilities. The design review is intended to be an informal review that uses the "Baseline" Sub-scale Air Bag Design Summary described in Section 3.1.3 as the basis of the review. The Contractor is not required to develop a separate presentation package for the review. The purpose of this review is for NASA to approve the air bag design prior to moving into fabrication of the prototype air bag described in Section 3.2.

3.2 Prototype Air Bag Fabrication

The Contractor shall provide all materials and labor to fabricate, factory test, and deliver one (1) prototype sub-scale air bag in accordance with the specifications defined in the Sub-scale Air Bag Design Summary described in Section 3.1.3.

- 3.2.1 Quality Assurance: The Contractor shall develop and implement a Quality Assurance (QA) program, approved by NASA, for the fabrication of the prototype air bag. All air bag components, whether supplied by the Contractor or a subcontractor, shall be fabricated in accordance with the established QA program. The Contractor shall maintain quality assurance documentation demonstrating that the prototype air bag was fabricated in accordance with the requirements of the air bag specifications.

The Government reserves the right to examine all aspects of the prototype air bag fabrication. The Government will audit and inspect the Contractor's fabrication work and QA Programs on a continuous basis. These audits and inspections will be performed in a manner that will not interfere with the Contractor's operations. None of the Government's audit and inspection activities shall be considered as part of, replacing, or enhancing the Contractor's Quality Assurance plans or implementation.

- 3.2.2 Factory Tests: The Contractor shall conduct the factory test(s) described below prior to delivery of the

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

prototype air bag. In addition to the factory test(s) listed below, the Contractor shall conduct all other factory tests necessary to meet the Contractor's QA plans and procedures.

- e) The Contractor shall conduct a pressure test of the prototype air bag at 150% of the maximum predicted operating pressure.
- f) The Contractor shall conduct leak tests of the prototype air bag at pressures of 25%, 50%, 75%, and 100% of the air bag's nominal inflation pressure.

3.2.3 Air Bag Delivery: The Contractor shall deliver the prototype air bag to the NASA Langley Research Center located in Hampton, Virginia.

3.2.4 Documentation: The Contractor shall submit the following documentation when the prototype air bag is delivered to the NASA Langley Research Center.

- a) An updated Sub-scale Air Bag Design Summary marked "PROTOTYPE AS-BUILT" that documents any changes in the air bag design, drawings, and analyses since the completion of the "Baseline" design summary described in Section 3.1.3.
- b) Test reports documenting the results of all completed factory tests.
- c) Quality assurance documentation maintained by the Contractor throughout the fabrication of the prototype air bag.

The Contractor shall submit ten (10) hardcopies of the prototype air bag documentation and ten (10) electronic copies on individual compact disks. Electronic versions of the sub-scale air bag drawings shall be provided in a format compatible with Pro Engineer CAD software.

3.3 Production Air Bag Fabrication

The Contractor shall provide all materials and labor to fabricate, factory test, and deliver production sub-scale air bags in accordance with the specifications defined in the "Prototype As-built" Sub-scale Air Bag Design Summary described in Section 3.2.4. The Government intends to procure the approximate quantity of production air bags

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

summarized below. However, the actual number of production air bags procured will depend on test results, air bag re-usability, and funding availability.

Characterization Test Air Bags: 4
System-level Test Air Bags: One complete set (quantity defined by the Contractor's air bag system design established in the Sample Task design effort)
Spare Air Bags: 2

- 3.3.1 Quality Assurance: The Contractor shall develop and implement a Quality Assurance (QA) program, approved by NASA, for the fabrication of the production air bags. All air bag components, whether supplied by the Contractor or a subcontractor, shall be fabricated in accordance with the established QA program. The Contractor shall maintain quality assurance documentation demonstrating that the production air bags were fabricated in accordance with the requirements of the air bag specifications.

The Government reserves the right to examine all aspects of the production air bag fabrication. The Government will audit and inspect the Contractor's fabrication work and QA Programs on a continuous basis. These audits and inspections will be performed in a manner that will not interfere with the Contractor's operations. None of the Government's audit and inspection activities shall be considered as part of, replacing, or enhancing the Contractor's Quality Assurance plans or implementation.

- 3.3.2 Factory Tests: The Contractor shall conduct the factory test(s) described below prior to delivery of the production air bags. In addition to the factory test(s) listed below, the Contractor shall conduct all other factory tests necessary to meet the Contractor's QA plans and procedures. As a minimum, the Contractor shall conduct the following factory tests of the production air bags.

g) The Contractor shall conduct a pressure test of each production air bag at 150% of the maximum predicted operational pressure.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

h) The Contractor shall conduct leak tests of each production air bag at pressures of 25%, 50%, 75%, and 100% of the air bag's nominal inflation pressure.

3.3.3 Air Bag Delivery: The Contractor shall deliver the production air bags to the NASA Langley Research Center located in Hampton, Virginia.

3.3.4 Documentation: The Contractor shall submit the following documentation when the production air bags are delivered to the NASA Langley Research Center.

d) An updated Sub-scale Air Bag Design Summary marked "PRODUCTION AS-BUILT" that documents any changes in the air bag design, drawings, and analyses since the completion of the "Prototype As-built" design summary described in Section 3.2.4.

e) Test reports documenting the results of all completed factory tests.

f) Quality assurance documentation maintained by the Contractor throughout the production air bag fabrication.

The Contractor shall submit ten (10) hardcopies of the production air bag documentation and ten (10) electronic copies on individual compact disks. Electronic versions of the sub-scale air bag drawings shall be provided in a format compatible with Pro Engineer CAD software.

3.4 On-site Testing Support

The Contractor shall provide 240 hours, in three individual periods of 80 hours each, of on-site technical support during the air bag tests conducted at NASA Langley. The on-site support personnel shall be cognizant of the Contractor's air bag design and possess the requisite expertise to provide guidance to NASA personnel for the installation of the Contractor's air bags and to assist in resolving technical issues during the air bag test program.

4. Schedule of Milestones and Deliverables

4.3 Period of Performance

The period of performance for this contract shall be 120 calendar days.

Appendix A
SUB-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

4.4 Milestone and Deliverable Schedule

Delivery of Baseline Design Summary: Within 30 calendar
days after award

Delivery of Prototype Air Bag: Within 60 calendar days
after award

Delivery of Production Air Bags: Within 120 calendar days
after award

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

Appendix B Full Scale Air Bags

1. BACKGROUND

The NASA Langley Research Center is conducting advanced development for the Landing System of the Crew Exploration Vehicle (CEV). To support the Landing System advanced development, NASA is establishing conceptual designs of alternative Landing System configurations to identify promising low-TRL (Technology Readiness Level) concepts and to select either component-level or system-level Landing System solutions for advanced development. The Landing System conceptual designs will also be used by NASA to establish detailed mass breakdowns and to identify areas of technological risk for each Landing System concept that may require early advanced development to ensure timely infusion into the CEV Project schedule. NASA is planning to develop conceptual designs for several Landing System concepts including an air bag system, a propulsive (retro-rocket) system, a deployable crushable panel system, and a deployable landing gear system. The Landing System conceptual designs are being developed by NASA Langley with contributions from other NASA Centers and expertise from industry where needed.

It is anticipated that component-level characterization testing of air bags may be required to validate analytical models and to support the Landing System conceptual designs and evaluations. It is also anticipated that follow-on system-level testing of an air bag Landing System may be required to either support the system design and evaluations or to support continued advanced development efforts.

This Statement of Work (SOW) defines the tasks to be performed by the Contractor to deliver full-scale air bags for characterization tests and system-level landing tests to be conducted at the NASA Langley Research Center in support of the Landing System advanced development.

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

2. SCOPE OF WORK

The Contractor shall deliver full-scale air bags for CEV Landing System tests based on the requirements of this SOW. The Contractor's scope of work shall include the tasks listed below. The specific requirements for these tasks are provided in Section 3.

Full-scale Air Bag Delivery Tasks

- l) Air bag detailed design and analysis
- m) Prototype air bag fabrication
- n) Production air bag fabrication
- o) On-site testing support

3. REQUIREMENTS

3.1 Air Bag Detailed Design and Analysis

The Contractor shall provide all design and analysis, production labor and facilities, and all related requirements necessary to develop detailed shop drawings and fabricate the sub-scale air bags described in this SOW.

3.1.1 Air Bag Requirements: The full-scale air bags shall meet the following requirements:

- g) The full-scale air bags shall be designed for a full-scale CEV with the mass properties defined in the Sample Task SOW.
- h) The full-scale air bags shall be designed for the landing conditions specified in Table 3.1 of the Sample Task SOW - i.e. Exhibit B.
- i) The full-scale air bags shall be delivered complete with all inflatable and structural elements and ready for inflation. The system for inflating the air bags prior to each test will be provided by NASA.
- j) The full-scale air bags shall be complete with attachment points ready for installation onto NASA's test articles as described in Section 3.1.2, Test Description and Interface Requirements.
- k) The full-scale air bags shall be capable of being re-inflated and re-tested to allow for a total of at least four (4) impact tests per air bag.

3.1.2 Test Description and Interface Requirements: NASA intends to use the Contractor's full-scale air bags to

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

conduct: a) air bag characterization tests; and b) system-level full-scale landing tests. NASA intends to conduct the air bag tests by mounting either single air bags, pairs of air bags, or full sets of air bags onto ballasted steel test fixtures and then impacting these assemblies under various conditions (i.e. velocity, impact angle, landing surface hardness) at either the 70-ft drop tower or the 240-foot gantry at NASA Langley's Landing and Impact Research Facility (LandIR). The Contractor shall comply with the following interface requirements to ensure that the full-scale air bags can be properly integrated onto the test fixture(s).

- d) The full-scale air bags shall have provisions for attaching to either a flat steel plate or a spherically-curved steel plate with a radius of curvature of approximately 340 inches.
- e) The full-scale air bags will be inflated manually by NASA for each test using an inflation system supplied by NASA. The Contractor shall include provisions in each air bag for connection to NASA's inflation system.
- f) The full-scale air bags shall include provisions for attaching two external pressure sensors supplied by NASA to monitor each air bag's internal pressure during the tests.

3.1.3 Full-scale Air Bag Design Summary: The Contractor shall submit a Full-scale Air Bag Design Summary, marked "BASELINE" that documents the detailed design and analysis of the full-scale air bags. The design summary shall include a narrative description of the air bag design, the detailed air bag assembly drawings, material specifications, and the results of any air bag sizing, stress analysis, and gas leakage calculations. The Contractor shall submit a "Baseline" version of the design summary no later than seven (7) calendar days prior to the Full-scale Air Bag Design Review described in Section 3.1.4. The Contractor shall submit ten (10) hardcopies of the design summary and ten (10) electronic copies on individual compact disks. Electronic versions of the full-scale air bag assembly drawings shall be provided in a format compatible with Pro Engineer CAD software.

3.1.4 Full-scale Air Bag Design Review: The Contractor shall conduct a Full-scale Air Bag Design Review to be held at the Contractor's facilities. The design review is intended to be an informal review that uses the "Baseline"

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

Full-scale Air Bag Design Summary described in Section 3.1.3 as the basis of the review. The Contractor is not required to develop a separate presentation package for the review. The purpose of this review is for NASA to approve the air bag design prior to moving into fabrication of the prototype air bag described in Section 3.2.

3.2 Prototype Air Bag Fabrication

The Contractor shall provide all materials and labor to fabricate, factory test, and deliver one (1) prototype full-scale air bag in accordance with the specifications defined in the Full-scale Air Bag Design Summary described in Section 3.1.3.

- 3.2.1 Quality Assurance: The Contractor shall develop and implement a Quality Assurance (QA) program, approved by NASA, for the fabrication of the prototype air bag. All air bag components, whether supplied by the Contractor or a subcontractor, shall be fabricated in accordance with the established QA program. The Contractor shall maintain quality assurance documentation demonstrating that the prototype air bag was fabricated in accordance with the requirements of the air bag specifications.

The Government reserves the right to examine all aspects of the prototype air bag fabrication. The Government will audit and inspect the Contractor's fabrication work and QA Programs on a continuous basis. These audits and inspections will be performed in a manner that will not interfere with the Contractor's operations. None of the Government's audit and inspection activities shall be considered as part of, replacing, or enhancing the Contractor's Quality Assurance plans or implementation.

- 3.2.2 Factory Tests: The Contractor shall conduct the factory test(s) described below prior to delivery of the prototype air bag. In addition to the factory test(s) listed below, the Contractor shall conduct all other factory tests necessary to meet the Contractor's QA plans and procedures.

i) The Contractor shall conduct a pressure test of the prototype air bag at 150% of the maximum predicted operating pressure.

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

j) The Contractor shall conduct leak tests of the prototype air bag at pressures of 25%, 50%, 75%, and 100% of the air bag's nominal inflation pressure.

3.2.3 Air Bag Delivery: The Contractor shall deliver the prototype air bag to the NASA Langley Research Center located in Hampton, Virginia.

3.2.4 Documentation: The Contractor shall submit the following documentation when the prototype air bag is delivered to the NASA Langley Research Center.

g) An updated Full-scale Air Bag Design Summary marked "PROTOTYPE AS-BUILT" that documents any changes in the air bag design, drawings, and analyses since the completion of the "Baseline" design summary described in Section 3.1.3.

h) Test reports documenting the results of all completed factory tests.

i) Quality assurance documentation maintained by the Contractor throughout the fabrication of the prototype air bag.

The Contractor shall submit ten (10) hardcopies of the prototype air bag documentation and ten (10) electronic copies on individual compact disks. Electronic versions of the full-scale air bag drawings shall be provided in a format compatible with Pro Engineer CAD software.

3.3 Production Air Bag Fabrication

The Contractor shall provide all materials and labor to fabricate, factory test, and deliver production full-scale air bags in accordance with the specifications defined in the "Prototype As-built" Full-scale Air Bag Design Summary described in Section 3.2.4. The Government intends to procure the approximate quantity of production air bags summarized below. However, the actual number of production air bags procured will depend on test results, air bag re-usability, and funding availability.

Characterization Test Air Bags: 4

System-level Test Air Bags: One complete set (quantity defined by the Contractor's air bag system design established in the Sample Task design effort)

Spare Air Bags: 2

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

3.3.1 Quality Assurance: The Contractor shall develop and implement a Quality Assurance (QA) program, approved by NASA, for the fabrication of the production air bags. All air bag components, whether supplied by the Contractor or a subcontractor, shall be fabricated in accordance with the established QA program. The Contractor shall maintain quality assurance documentation demonstrating that the production air bags were fabricated in accordance with the requirements of the air bag specifications.

The Government reserves the right to examine all aspects of the production air bag fabrication. The Government will audit and inspect the Contractor's fabrication work and QA Programs on a continuous basis. These audits and inspections will be performed in a manner that will not interfere with the Contractor's operations. None of the Government's audit and inspection activities shall be considered as part of, replacing, or enhancing the Contractor's Quality Assurance plans or implementation.

3.3.2 Factory Tests: The Contractor shall conduct the factory test(s) described below prior to delivery of the production air bags. In addition to the factory test(s) listed below, the Contractor shall conduct all other factory tests necessary to meet the Contractor's QA plans and procedures. As a minimum, the Contractor shall conduct the following factory tests of the production air bags.

k) The Contractor shall conduct a pressure test of each production air bag at 150% of the maximum predicted operational pressure.

l) The Contractor shall conduct leak tests of each production air bag at pressures of 25%, 50%, 75%, and 100% of the air bag's nominal inflation pressure.

3.3.3 Air Bag Delivery: The Contractor shall deliver the production air bags to the NASA Langley Research Center located in Hampton, Virginia.

3.3.4 Documentation: The Contractor shall submit the following documentation when the production air bags are delivered to the NASA Langley Research Center.

j) An updated Full-scale Air Bag Design Summary marked "PRODUCTION AS-BUILT" that documents any changes in the

Appendix B
Full-SCALE AIR BAGS
CREW EXPLORATION VEHICLE LANDING SYSTEM
STATEMENT OF WORK

air bag design, drawings, and analyses since the completion of the "Prototype As-built" design summary described in Section 3.2.4.

- k) Test reports documenting the results of all completed factory tests.
- l) Quality assurance documentation maintained by the Contractor throughout the production air bag fabrication.

The Contractor shall submit ten (10) hardcopies of the production air bag documentation and ten (10) electronic copies on individual compact disks. Electronic versions of the full-scale air bag drawings shall be provided in a format compatible with Pro Engineer CAD software.

3.4 On-site Testing Support

The Contractor shall provide 240 hours, in three individual periods of 80 hours each, of on-site technical support during the air bag tests conducted at NASA Langley. The on-site support personnel shall be cognizant of the Contractor's air bag design and possess the requisite expertise to provide guidance to NASA personnel for the installation of the Contractor's air bags and to assist in resolving technical issues during the air bag test program.

4. Schedule of Milestones and Deliverables

4.5 Period of Performance

The period of performance for this task shall be 365 calendar days.

4.6 Milestone and Deliverable Schedule

Delivery of Baseline Design Summary: Within 30 calendar days after award

Delivery of Prototype Air Bag: Within 60 calendar days after award

Delivery of Production Air Bags: Within 365 calendar days after award

Exhibit C - Sample Task Cost/Price Schedule Preparation Instructions

Submit a cost element breakout for each of the following major cost element categories:

- a. Direct Labor: separately identify each labor categories associated labor hours, rates and cost. Include a brief explanation for the basis of the estimate and briefly describe the work to be performed.
- b. Materials and Services: identify materials and associated costs and basis of estimate(s). Also identify subcontractor costs (as applicable) and explain the work to be accomplished by the subcontract(s). Submit a similar cost element breakout for each subcontract with an estimated value of \$25,000 or more.
- c. Other Direct Costs: List all other costs not otherwise included in the categories specified in paragraphs 'a' and 'b' above. Provide basis for estimate.
- d. Indirect Costs: Indicate how you have computed and applied your indirect costs, including cost breakdown. Show trends and provide budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Explain any deviations from your standard accounting procedures.
- e. G&A: Identify your G&A rate.
- g. Cost Of Money (COM) as applicable.
- f. Fixed Fee: Identify the proposed fee. **NOTE**: in accordance with FAR 15.404-4(c)(i) statutory limitation imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b), offerors shall not propose a Fixed-Fee that exceeds 15% of the estimated cost of the Sample Task, excluding fee.

A cost schedule similar to the sample provided as Exhibit D will satisfy the cost/price schedule requirement.

NOTE: the government does **not** require certified cost or pricing data.

Exhibit D – Sample Task Cost Format

Landing Attenuation System - Cost Schedule for Sample Task

Offeror Name:

Cost Element	Base	Rate	Cost	Notes
Direct Labor:				
Design:				1
Labor categories...				
Subtotal:				
Engineering:				2
Labor categories...				
List other major labor categories and associated subcategories as applicable				
Subtotal:				
Total Direct Labor:				
Material and Services:				
List Material Costs...				3
				4
				5
Subtotal:				
List subcontract Costs (as applicable)				6
				7
				8
Subtotal:				
Other Direct Costs:				
List ODC...				10
				11
				12
Subtotal:				
Indirect Costs:				
List Indirect Costs....				13
				14
				15
Subtotal:				

G&A:				
Cost Of Money (as applicable)				
Fixed Fee (not to exceed 15% of estimated cost excluding fee).				
Total:				

NOTES: Include a numbered "Note" for each cost element that explains the basis of estimate and briefly explains the nature of work associated with the proposed cost.

Exhibit E - Past Performance Questionnaire

Instructions: Offeror shall complete the reference information table on the attached questionnaire, identifying the name and other pertinent information for each of three (3) selected business references. Send the questionnaire to each of the references with a cover letter that:

(a) requests the reference complete the questionnaire;

(b) instructs the reference to return the completed questionnaire to the contracting officer not later than the due date and time specified in block 9 of SF 33 by either email or FAX as follows:

Email: lionel.e.nadeau@nasa.gov

FAX: (757) 864-7709 Attention: Lionel Nadeau

Instruct references to call Mr. Nadeau at (757) 864-2434 to confirm receipt of FAX.

PAST PERFORMANCE QUESTIONNAIRE
Name of Offeror:

Reference Information Table

Business Name of reference & address	
Point of Contact	
Phone number	
e-mail address	
Contract or Purchase Order Number	
Dollar Value	
Period of Performance	
Description of Services Performed	
Explain any problems and resolutions	

By submitting a questionnaire to its' business references, the offeror authorizes the government to discuss past performance with the business reference identified in the table above.

Evaluation KEY: Please use the following abbreviations to assign an applicable rating for questions 1 thru 6 below:

P/U	S	G	VG	E	N
Poor/ Unsatisfactory	Satisfactory	Good	Very Good	Excellent	Neutral
<p>Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.</p>	<p>Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.</p>	<p>Effective performance; fully responsive to contract requirements ; reportable deficiencies , but with little identifiable effect on overall performance.</p>	<p>Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies with minimal effect on overall performance.</p>	<p>Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.</p>	<p>No record of relevant past performance or past performance information is not available</p>

<p>1. How would you rate the contractor's compliance with the delivery schedule / performance milestones?</p> <p>Comments:</p>	<p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/></p>
<p>2. How would you rate the contractor's business practices (e.g. maintaining a positive working relationship, business ethics, timely and effectively resolving any problems etc.)?</p> <p>Comments:</p>	<p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/></p>
<p>3. How would you rate the contractor's record of conforming to contract requirements and to standards of good workmanship/quality of the product or service?</p> <p>Comments:</p>	<p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/></p>
<p>4. How would you rate the contractor's overall compliance with the terms and conditions of your purchase order /contract?</p> <p>Comments:</p>	<p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/></p>
<p>5. How would you rate the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer?</p> <p>Comments:</p>	<p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/></p>
<p>6. How would you rate the contractor's overall performance?</p> <p>Comments:</p>	<p>P/U <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> VG <input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/></p>
<p>7. Would you purchase products or services from this contractor again?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

Comments:	
Please provide any additional comments applicable to the contractor's past performance:	

EVALUATOR NAME

TITLE OF EVALUATOR