

SOLICITATION/SUBCONTRACT FORM

THIS SUBCONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
RATING DO-C9

TASKED UNDER NASA PRIME CONTRACT **NAS4-00047**

REQUEST FOR PROPOSAL:

DATE ISSUED: SEPTEMBER 23, 2009

FIRM FIXED PRICE

ISSUED BY: Arcata Associates, Inc. (Arcata)
ATTN: Procurement
P.O. Box 9
Edwards, CA 93523

BUYER SYMBOL: 080975

TELEPHONE: (661) 276-2591

FAX: (661) 276-6092

E-MAIL: Anne.Crowell-1@nasa.gov

Overnight or express packages should be addressed to:

Arcata Associates, Inc. (Arcata)
ATTN: Anne Crowell
Building 4876, Warehouse 6
Lilly Drive
Edwards, CA 93523

Offers must be received at the "issued by" office no later than 3:00 p.m., Pacific Standard Time, October 23, 2009.

SECTION B

SUPPLIES/SERVICES/PRICES

This solicitation is for the supplies/services detailed below:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT PRICE	EXTENDED PRICE
001	Develop an interactive multi-media DVD for Strategic Communications Office. The DVD is to be self-contained and compatible with both Windows and Mac platform. See SOW for additional requirements.	01		
002	Travel Expense for on-site visits	01		

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL: Background: Arcata Associates, Inc is tasked under National Aeronautics and Space Administration (NASA) RF&ESS Prime Contract NAS4-00047 for a contractor to research, compile, develop and produce an interactive multimedia DVD highlighting existing NASA Aeronautical Educational and web based curriculum. The educational DVD is primarily intended for use by students and teachers in the K-12 range, but is also anticipated to be used by the general public. The DVD must be self-contained and operate independent from any internet connection. A master file copy of the final DVD and associated source files will be provided to NASA for future editing and duplication as deemed necessary by NASA. In addition, minimum computer hardware and software requirements will be provided or noted on the master DVD. NASA will retain all rights of the final product and provide appropriate credits to supporting parties.

C.2 SCOPE OF WORK: It is the intent of this subcontract/order to provide:

This acquisition is for a firm fixed price contract with a final product delivery date no later than 30 April, 2010. The requirement is to develop an interactive multi-media DVD for Strategic Communications Office to include, but not limited to, studio, location and copy work; most of the current source data is located on the internet and will need to be pulled from there without referencing the website or requiring connection to the internet. The Contractor shall provide all support for project oversight, administration and technical execution of this contract. In addition, the Contractor will be responsible for providing their own office space and all hardware and software required for this task. The Contractor is responsible for maintaining accurate records of project activities.

A REFERENCE DISC will be provided upon request with information to be used in this production; most of the information on the disc will be links to web pages which will need to be verified by the Contractor. Any web page that is not operational will need to be brought to the attention of the DFRC representative and either instructions or replacement data will be provided.

Electronic files of readily available materials will be provided to the contractor. Some of these materials are available for downloading from the NASA Education website: <http://search.nasa.gov/search/edFilterSearch.jsp?empty=true>

In cases where the material is not readily available in electronic format, the contractor will be responsible for locating the electronic files and/or converting paper copy to electronic media. The contractor will be responsible for validating the list to ensure that

it is comprehensive and includes all available NASA Aeronautical educational material. The contractor would be expected to interact with multiple points of contact from each NASA Center including but not limited to: educational staff, public affairs staff, Education Research Centers, and NASA Visitor Centers. Additionally, the contractor may need to coordinate with university research partners, museums, and similar subject matter experts.

The final product should be compiled using a widely available multi-media interface executable on multiple PC platforms. The information should be presented in a logical, intuitive, and user-friendly format.

The final product must meet requirements and comply with Section 508 of the Rehabilitation Act of 1973 as amended. Additionally, the final product should conform with standards specified in the NASA Communications Material Review (CMR) Process located on the agency web site at: <http://communications.nasa.gov/portal/site/osc>. The contractor will be expected to consult and coordinate use of artwork, agency logo, and graphical design elements with the NASA Dryden CMR point of contact.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (SEP 1990)

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

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

(End of Clause)

D.2 Shipping instructions, not provided elsewhere herein, will be furnished by the Buyer or his duly authorized representative. The Seller shall request non-provided shipping instructions from the Buyer no later than seven (7) days prior to the date the item(s) are ready for shipment.

D.3 The cognizant Transportation Officer for this subcontract/order is Arcata Associates, Inc.

D.4 The Seller shall use carriers that offer acceptable service at reduced rates when available. The Seller shall contact the cognizant Transportation Officer when assistance is required.

D.5 If packaging requirements of this subcontract/order specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2% copper naphthenate, 3% zinc naphthenate, or 1.8% copper 8 quinolinolate.

(a) Three (3) copies of a packing list shall be provided for "each shipment" as required under the provisions of this subcontract. Two (2) copies inside and one (1) copy attached to the outside of shipping container number 1.

(b) All boxes, crates, containers, etc. shall be clearly marked and annotated as "1 of x"; "2 of x"; "3 of x", etc. for each shipment.

(c) Submit Bills of Lading or pertinent documentation to support freight cost in excess of \$50.00 when otherwise authorized under the terms of this agreement.

SECTION E

INSPECTION AND ACCEPTANCE

E.1 The place of final inspection and acceptance for the services and deliverable hardware, software, reports and documentation called for under this subcontract/order shall be **Arcata Associates, Inc. , Building 4838, Room 135, NASA Dryden Flight Research Center, Edwards Air Force Base, California**, or at sites requiring the deliverable, or for specific items, when so directed by the Buyer or his duly authorized representative, the Seller's plant. Inspection and acceptance will be accomplished by the Arcata Associates, Inc. authorized representative.

E.2 This subcontract/order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced clause numbers refer to the current clauses and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below clauses are hereby deleted in their entirety.

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.246-1	Contractor Inspection Requirements	(APR 1984)
52.246-2	Inspection of Supplies-Fixed Price	(AUG 1996)
52.246-4	Inspection of Services-Fixed Price	(AUG 1996)
52.246-16	Responsibility For Supplies	(APR 1984)

E.3 INSPECTION: (a) The Seller shall comply with any specifications stated on the face of, or included by reference in, or attachment to this subcontract/order and with applicable Army, Navy, Air Force, and National Aeronautics and Space Administration specifications. Seller shall provide and maintain an inspection system acceptable to the Buyer. The Seller shall, upon request, furnish the Buyer with a report of details of material and workmanship inspections, certified by an authorized representative of the Seller.

(b) The Buyer and representatives of the Buyer's customers shall have the right to inspect and test all material and workmanship at all times and places including, when practicable, during manufacture, and if any such inspection or test is made on the premises of the Seller or subcontractor, the Seller shall furnish and require its

subcontractors to furnish without additional charge, all reasonable facilities and assistance for a safe and convenient inspection or test.

(c) The Buyer shall have the right, exercisable within ninety (90) days of the receipt by it of the goods called for, to reject after inspection any of such goods which are defective. All such rejected items shall be returned to the Seller transportation collect, for credit or refund and shall not be replaced by the Seller except upon written instructions from the Buyer.

E.4 WARRANTY: Notwithstanding the provisions called out at FAR 52.246-2 entitled "Inspection of Supplies - Fixed-Price", the following warranty shall apply to this subcontract/order:

Notwithstanding inspection and acceptance by the Buyer or any provisions of this subcontract/order concerning conclusiveness thereof, the Seller warrants that the items covered by this subcontract/order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by Arcata Associates, Inc. , and further warrants, that for a period of one year from the date of final acceptance by Arcata Associates, Inc. , except for latent defects, such items will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller agrees that within such warranty period to repair or replace all items or parts of items covered by this subcontract/order which are within the specified period. The warranties and remedies provided for in this Condition and the Condition hereof entitled "Inspection" shall not be exclusive and are in addition to any other rights and remedies provided by law, under this subcontract/order.

E.5 QUALITY PROGRAM: The Seller shall maintain a Quality Assurance Program which will assure that all supplies and services provided under this subcontract/order meet quality levels consistent with industry accepted practices, or as specified by work directive or elsewhere in this subcontract/order.

E.6 ACCEPTANCE: Acceptance shall be upon demonstration by the contractor that all technical requirements of the Statement of Work has been accomplished, required end to end acceptance testing has been successfully completed, witnessed and signed for by authorized Arcata Associates, Inc. authorized personnel or representative, and any discrepancies corrected.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 Delivery Schedule: Contractor to compile list of all Aeronautical Education material to be included on DVD (contractor to use existing DVD as a starting point.

First Deliverable

Draft list of proposed content and Logicflow for DVD format provided to DFRC and HQ for review and concurrence (2 weeks). After receiving approval of this deliverable, an authority to proceed will be granted for the next deliverable.

Second Deliverable

Draft the logic flow for DVD to include menus and submenus. This list should also identify what other files (artwork, logos, graphics, video, photos, etc.) may be needed to add to the content and layout of DVD. After receiving approval of this deliverable, an authority to proceed will be granted for the next deliverable.

Third Deliverable

During initial layout and formatting of the DVD, contractor will work with NASA Dryden CMR contact to ensure appropriate use of NASA logos and style guidelines. Otherwise, the contractor will work independently on the structural design and interface of multimedia material. A draft DVD will be delivered to DFRC/HQ for a 45 day review process. It is expected that this draft will be fully functional.

Fourth Deliverable

All comments from the Third Deliverable review process will be consolidation and incorporated into the product to be submitted to NASA for the final flaw review. Conflicting comments should be resolved in consultation with the NASA Dryden task monitor.

Fifth Deliverable

Master DVD including all Aeronautical Education source materials to be delivered as the final product.

The final DVD will be delivered to DFRC for final fatal flaw review. The contractor will be responsible for delivering the master DVD and all source material to DFRC

- First Deliverable review to be completed within 30 days of award.
- Second Deliverable review to be completed 14 days after acceptance of First Deliverable
- Third Deliverable review to be completed 45 days after acceptance of Second Deliverable.
- Fourth Deliverable review to be completed 14 days after acceptance of Third Deliverable.

- Fifth Deliverable to be delivered as final product.

You may request a REFERENCE DISC prior to the close of this solicitation for your review.

A sample product demonstrating proficiency in accordance with Section C of this solicitation must be included with proposal to be considered for this procurement.

The above indicates the required delivery schedule. Each Seller shall indicate their proposed delivery for each line item of Section B, if it varies from the delivery listed above.

F.2 Free On Board (FOB) Point. The FOB Point for deliverable items called for herein shall be the NASA Dryden Flight Research Center or other locations as determined by the Buyer.

F.3 This subcontract/order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced clause numbers refer to the current clauses and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below clauses are hereby deleted in their entirety.

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.211-17	Delivery of Excess Quantities	(SEP 1989)
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay of Work	(APR 1984)
52.247-29	F.O.B. Origin	(FEB 2006)
52.247-31	F.O.B. Origin, Freight Allowed	(FEB 2006)
52.247-32	F.O.B. Origin, Freight Prepaid	(FEB 2006)
52.247-34	F.O.B. Destination	(NOV1991)

F.4 FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this subcontract/order will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 (zero) Percent Increase
0 (zero) Percent Decrease

This increase or decrease shall apply to the total subcontract/order quantity.

(End of Clause)

F.5 ACCELERATED DELIVERY: Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to Arcata Associates, Inc. Seller must notify Arcata Associates, Inc. seven days prior to the accelerated delivery date to obtain approval for delivery.

SECTION G

SUBCONTRACT ADMINISTRATION DATA

G.1 AUDIT: (a) The Seller agrees that its books and records and its plant, or such parts thereof as may be engaged in the performance of this subcontract/order shall at all reasonable times be subject to inspection and audit by an authorized representative of any Department of the United States Government.

(b) Seller agrees that if a claim is filed on any termination of this subcontract/order for the convenience of the Buyer or the United States Government, Seller's books and records and its plant, or such part thereof as may be engaged in the performance of this subcontract/order, shall at all reasonable times be subject to inspection and audit by an authorized representative of the Buyer.

G.2 Arcata REPRESENTATIVE: Day to day supervision and technical direction of this subcontract/order will be the responsibility of the Arcata Associates, Inc. Project Manager, who shall be named at the time of subcontract/order award. Any issue relating to the subcontract/order terms, conditions, prices, or changes in the quantity or Scope of Work will remain the responsibility of Arcata Associates, Inc. Procurement.

G.3 BILLING INSTRUCTIONS: Invoices shall be submitted to the Arcata Associates, Inc. office shown on the cover page of this subcontract/order. Invoices must include the subcontract/order number, invoice date, amount, payment address and sufficient detail to allow for verification. Invoices shall be submitted upon contract completion (circuit acceptance).

Invoices will include recurring and non recurring charges. Billing will take place 30 days in arrears.

G.4 COGNIZANT AUDIT AGENCY: The cognizant audit authority for work performed under this subcontract/order is the Defense Contract Audit Agency.

G.5 COMPLIANCE: (a) Seller shall comply with all applicable Federal, State, or local laws, rulings, regulations, and orders pertaining thereto in effect on the date of this subcontract/order.

(b) The Seller shall warrant that the goods called for by this subcontract/order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and any amendments thereto and insofar as applicable to this contract/order, the Walsh-Healey Public Contracts Act (41 U.S. Code 35-45) and any amendments thereto, as well as with the provision of any other Federal Law with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter enacted, including Contract Work Hours Standard Act (4 U.S. Code 327-330), P.L. 87-581 Work Hours Act of 1962 - Overtime Compensation, and with any and all rules and regulations issued under each and every such act. The Seller agrees that this warranty may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938.

G.6 COST PRINCIPLES-INDEMNITY: The Seller recognizes that this subcontract/order is issued under a prime contract or higher-tier subcontract requiring that cost be in accordance with Part 30 of the Federal Acquisition Regulation in effect on the date of the prime contract, and the Seller hereby indemnifies and agrees to hold the Buyer harmless from and against any and all disallowance or non recognition of cost or costs under said prime contract or higher-tier subcontract arising, directly or indirectly because of any cost or costs taken into consideration in the pricing of this subcontract/order or any price adjustments pursuant to the Condition hereof entitled "Changes" or any other provision of this subcontract/order or taken into consideration in determining any payments or settlement agreements under the "Termination" clauses hereof, that are not in accordance with the aforementioned Part 30.

G.7 PRICE WARRANTY: The Seller warrants that the prices of items set forth herein do not exceed those charged by the seller to any other customer purchasing the same item in like or smaller quantities under similar circumstances.

G.8 SUBCONTRACT AND PURCHASE ORDER ACCEPTANCE: (a) Seller's commencement of work or shipment of deliverable articles, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's offer to purchase contained in this subcontract/order. Any acceptance of this subcontract or order is limited to acceptance of express terms of the offer contained herein.

(b) Any proposal for additional or different terms, or any attempt by Seller to vary any of the terms of this offer in Seller's acceptance is hereby objected to and rejected. Such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule; but shall be deemed a

material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms.

(c) If this subcontract/order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained herein. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this subcontract/order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the articles or services.

G.9 OUTAGE CREDITS: Credit for unauthorized downtime experienced by Arcata Associates, Inc. must be received within two (2) billing cycles after occurrence.

SECTION H

SPECIAL SUBCONTRACT REQUIREMENTS

H.1 ASSIGNMENT BY SELLER: Except as herein otherwise expressly provided, neither this subcontract/order nor any interest hereunder nor any sums becoming due to the Seller by reason hereof shall be assignable by the Seller without the prior written consent of the Buyer, provided, however, that claims for money due or to become due to the Seller from the Buyer arising out of this subcontract/order may, with written consent of the Buyer, be assigned to a bank, trust company, or other financial institution, including any federal lending agency, provided that any such assignment shall conform with each of the following conditions:

(a) Such assignment shall be duly authorized, shall cover all amounts payable under this subcontract/order and not already paid, shall not be made to more than one party, shall not be subject to further assignment and shall be subject to reduction and set-off of any indebtedness or other claim which the Buyer may have against the Seller however and whenever arising.

(b) No such assignment shall be effective unless and until the assignee shall have filed written notice of the assignment together with a true copy of the instrument of assignment, with the Buyer and with any other person entitled thereto by law, nor until the Seller (if a corporation) shall have furnished the Buyer with a certified copy of the resolution of Seller's Board of Directors, signed by its Secretary, under the corporate seal authorizing this assignment, or (if the Seller is not a corporation) shall have furnished the Buyer with suitable documentary evidence of Seller's authority so to assign.

(c) In no event shall copies of this subcontract/order or if any plans, specifications, or other similar documents relating to work under this subcontract/order, if marked "Top Secret", "Secret", "Confidential", or "Confidential-Modified Handling Authorized" be furnished to any assignee of any claim arising under this subcontract/order or to any other person not entitled to receive the same; provided that a copy of any part or all of this subcontract/order so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Buyer.

H.2 ASSIGNMENT OF CONTRACT: Seller hereby agrees to permit assignment of the order to NASA, NASA Dryden Flight Research Center, or to another party that may be selected by NASA. Any such assignment will be at the sole discretion of NASA.

H.3 CHANGES: No modification of this subcontract/order shall be binding on the Buyer unless made by a formal Purchase Order Change Notice, Subcontract Modification, or Purchase Order Supplement. Buyer may at any time by written order and without notice to sureties or assignees, make changes, within the general scope of this subcontract/order, in any or more of the following: (i) drawings, designs,

specifications, or other purchase descriptions, where the supplies to be furnished are to be specifically provided to the Buyer in accordance therewith; (ii) method of shipping or packing, and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this subcontract/order, whether changed or not changed by any such change order, an equitable adjustment shall be made in the subcontract/order's price or delivery schedule, or both, and the subcontract/order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this Requirement must be asserted within fifteen (15) days from the date of notification of the change, provided however, that the Buyer may receive and act upon any such claim asserted at any time prior to final payment under this subcontract/order. Nothing in this Requirement shall excuse the Seller from proceeding with the subcontract/order as changed.

H.4 EFFECT OF PRIOR DEALINGS: This subcontract/order is intended by the Buyer and Seller as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the Buyer and Seller and no usage of the trade shall be relevant to supplement or explain any term used in this subcontract/order. Acceptance or acquiescence in a course of performance rendered under this subcontract/order shall not be relevant to determine the meaning of this subcontract/order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

H.5 EXCUSABLE DELAY: The Seller shall not be charged with any liability for failure or delay in making deliveries when such failure or delay is due to any cause beyond the control and without the fault or negligence of the Seller. Examples of these causes are: (1) Acts of God or of the Public Enemy (2) Acts of the Government in either its sovereign or contractual capacity (3) fires (4) floods (5) epidemics (6) quarantine restrictions (7) strikes (8) freight embargo (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Seller. Default includes failure to make progress in the work so as to endanger performance. The Seller shall give to the Buyer prompt notice in writing when it appears that such a cause will delay deliveries under this order. If any such failure or delay shall threaten to impair the Buyer's ability to meet delivery requirements for its product, the Buyer shall have the right at its option and without liability to the Seller, to cancel, by notice in writing to the Seller, the portion or portions of this subcontract/order so affected. Correspondingly, the Buyer shall be excused for failure or delay in performance herein due to any cause beyond its control and without its fault or negligence.

H.6 INDEMNITY FOR DEFECTIVE COST OR PRICING DATA: Seller hereby indemnifies and agrees to hold the buyer harmless from and against any and all price or cost reductions (excluding Buyer's applicable overhead and profit or fee) made pursuant to FAR 52.215-10 "Price Reduction for Defective Cost or Pricing Data" (or FAR 52.215-11 "Price Reduction for defective Cost or Pricing Data-Modifications") or any other provisions of the prime contract or higher-tier subcontract under which this

subcontract/order is issued, and from and against any and all cost disallowance's or non-recognition of costs under such prime contract or higher-tier subcontract if such price or cost reduction, cost disallowance or non-recognition of costs arises or results directly or indirectly because:

(a) The Seller furnished cost or pricing data which was not complete, accurate, and current as certified in the Seller's Certificate of Current Cost or Pricing Data;

(b) Any subcontractor at any tier hereunder, pursuant to the clause of this subcontract/order entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data-Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate, and current as certified in such subcontractor's Certificate of Current or Pricing Data;

(c) Any subcontractor or prospective subcontractor at any tier hereunder furnished cost or pricing data which was required to be complete, accurate, and current and to be submitted to support any cost estimate furnished by the Seller to the Buyer or by the Buyer to the Government but which was not complete, accurate, and current as of the date certified in the Seller's Certificate of Current Cost or Pricing Data; or

(d) The Seller or any subcontractor or prospective subcontractor at any tier hereunder furnished any data, not within (a), (b), or (c) above, which was not accurate as submitted.

Accordingly, without limitation of the foregoing, the price of this subcontract/order shall be reduced and the subcontract/order shall be modified in writing as necessary to reflect the full amount of any and all such price or cost reductions and any and all such cost disallowance's or non-recognition of costs.

The rights and remedies of the Buyer under or pursuant to this indemnity shall be cumulative and additional to any other or further rights and remedies provided under this subcontract/order or at law or in equity.

(NOTE: Since the subcontract/order is subject to reductions under this Requirement by reason of defective cost or pricing or other data submitted in connection with certain subcontracts of Seller, it is expected that the Seller may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Seller. However, the inclusion of such clause and the terms thereof are matters for negotiation and agreement between the Seller and the Subcontractor.

It is also expected that any subcontractor of Seller subject to such indemnifications will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower-tier subcontractors.)

H.7 INVALIDITY/WAIVERS/REMEDIES: The invalidity in whole or in part of any Requirement of this subcontract/order shall not affect the validity of the other

Requirements. The remedies herein reserved shall be cumulative and additional to any other remedies in law or in equity. No waiver of a breach of any provision of this subcontract/order shall constitute a waiver of the breach of any other provision of this or any other subcontract/order.

H.8 MATERIALS AND EQUIPMENT: (a) If provision is made on the face of this subcontract/order for the furnishing by the Buyer to the Seller of any Buyer or Government owned materials to be used in connection with the performance of this subcontract/order, such materials will be delivered to the Seller in sufficient time to enable it to meet the delivery dates for the articles to be furnished to the Buyer under this subcontract/order. In the event that any such materials are not delivered to the Seller in sufficient time, the resultant delay of the Seller in delivering to the Buyer the articles called for under this subcontract/order shall be an excusable one under the provisions of the Requirement hereof entitled "Excusable Delay". The Buyer shall have no liability to the Seller by reason of any delay in delivery, or failure to deliver, such materials; provided, however, that if as a result of such delay or failure, the Buyer shall terminate this subcontract/order, it shall be terminated for the convenience of the Buyer.

(b) Title to any materials furnished by the Buyer or the Government to the Seller shall remain in the Buyer or the Government, respectively. The Seller is directed not to carry insurance (nor to include the premiums thereon as an element in the price of the articles to be furnished to the Buyer) against loss or damage to the Buyer's or the Government's interest in such materials by reason of fire, extended coverage, riot or civil commotion. The risk of loss or damage to such materials from any other cause from the time of delivery to the Seller to the time of redelivery to the Buyer shall be borne by the Seller.

(c) The Seller shall not be required to account to the Buyer for the proceed from the sale of scrap generated during the performance of this subcontract/order by the processing of materials furnished by the Buyer, provided, however, that the Seller shall replace by purchase from the Buyer at the Buyer's prices then current any materials lost or damaged because of spoilage, breakage, or defective workmanship in excess of any allowance made therefore by the Buyer. Upon completion of this subcontract/order any of the materials furnished by the Buyer and not consumed in performance of the subcontract/order shall be disposed of in accordance with instructions from the Buyer.

(d) Nothing in this Requirement shall apply to machinery, tools, or other capital equipment which may have been loaned or leased by the Buyer or the Government to the Seller.

(e) When the Buyer or the Government furnished any material, in whole or in part, for the manufacture of parts or assemblies, the Seller shall not substitute material from any other source nor shall the Seller alter its physical or chemical properties except in accordance with applicable Buyer specifications or except with the Buyer's written approval.

H.9 OTHER RIGHTS AND REMEDIES AND APPLICABLE LAW: The rights and remedies herein reserved to the Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity and all the rights and obligations of the parties shall be governed and construed by the laws of the State of Alabama and the United States.

H.10 PATENT/COPYRIGHT INDEMNITY: (a) The Seller agrees to indemnify and hold harmless the Buyer and each subsequent purchaser or user of the goods sold to the Buyer under this subcontract/order, except as to goods manufactured according to a design furnished by the Buyer, from any suit or action alleging that the manufacture, use or sale of said goods infringes any United States or a foreign country's patent or copyright. The Buyer agrees to give the Seller notice of any such suit or action promptly after notice is received by the Buyer and the Seller agrees to conduct, at its own expense, the entire defense thereof, provided; however, that the Buyer may, at its own election and expense, at any time supersede the Seller in any such defense in which event the Seller shall thereby be released from its obligation under this Requirement.

(b) If this subcontract/order indicates that it is placed under a United States Government contract, the indemnification set forth in this Requirement's (a) above shall extend to the United States of America only if and to the extent that the United States of America is indemnified by Buyer.

H.11 RELEASE OF INFORMATION AND ADVERTISING: Seller shall not without prior written consent of the Buyer, make any disclosure, news release or public announcement, denial or confirmation of same, of any part of the subject matter of this subcontract/order or in any manner advertise or publish the fact that Seller has supplied or contracted to supply to Buyer the items mentioned herein except as may be required to perform this subcontract/order.

H.12 RELIANCE: Notwithstanding any first article approvals, design approvals, drawing approvals, bench mark approvals or similar actions by the Buyer, if goods or services ordered are to be furnished or performed in accordance with a specification containing performance, functional or design requirements or indicating any particular purpose or purposes for which the goods or services are required, the Seller represents and warrants that the Seller is recognized as an expert in the field or fields of technology involved and the Seller agrees that the Buyer is relying on such representation and warranty by the Seller and on the Seller's expertise, skill and judgment to meet such requirements and to select and furnish goods or services that are fit for such particular purpose or purposes, whether expressed or reasonable implied.

H.13 RIGHT OF ACCESS: Without limitation of the inspection rights granted to Buyer under the Condition of Section E hereof entitled "Inspection", representatives of the

Buyer shall be granted the right of access to the Seller's facilities at all reasonable times for purposes of determining the progress of work in process for the Buyer.

H.14 SUBCONTRACTING: Seller agrees it will not enter into a subcontract for the procurement of items covered by this subcontract/order in completed or substantially completed form without first obtaining the written approval of the Buyer.

H.15 TAX EXEMPTION: This purchase is exempt from California State Sales/Use Taxes pursuant to California Order #74, and Public Law #319.

H.16 TITLE: All purchases made under this subcontract/order are made under National Aeronautics and Space Administration Prime Contract Number NAS4-00047. Title shall pass to the U.S. Government at the time of acceptance.

H.17 TIME IS OF THE ESSENCE: Seller recognizes and agrees that "time is of the essence" in the performance of this subcontract/order.

H.18 CONTRACTUAL RELATIONS: For the purpose of this subcontract/order Arcata Associates, Inc. may be referred to as the "Buyer" and Proposer may be referred to as the "Seller". The Seller understands that there is no privity of contract between the Seller and Buyer's customer, the U.S. Government. The Seller is not authorized to conduct contractual matters directly with the Government concerning work being performed under this Subcontract/Order. Discussions of a technical nature may be conducted between the Seller and the Government if expressly instructed to do so by Arcata Associates, Inc.

H.19 BRAND NAME OR EQUIVALENT: Brand Name or Equivalent products may be required in the performance of this subcontract/order. Sellers submitting "equivalent" equipment should note that the determination as to the evaluation of the sufficiency of the equipment with regard to the Buyer's intended use lies solely with the Buyer. Complete descriptive literature is required for consideration by the Buyer in his or her determination. Further, the Buyer's evaluation may require system configuration and equipment testing at the locations required by the Buyer in order to determine its suitability for use.

H.20 INSURANCE REQUIREMENTS: (Applicable to installation or Maintenance Services): (a) The Subcontractor shall, as a minimum, obtain and maintain during any installation phases of this subcontract the following insurance: (IF APPLICABLE)

1. Workmen's Compensation and Employees Liability Insurance -- Minimum limit of **\$100,000.00** per accident.
2. Comprehensive General Liability Insurance - Minimum limits of **\$500,000.00** per occurrence.

3. Automobile Liability Insurance - Minimum limits of **\$200,000.00** per person and **\$500,000.00** per occurrence for bodily injury liability and **\$20,000.00** for property damage liability is required on each vehicle.

(b) The minimum insurance amount specified in paragraph (a) should not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then Arcata Associates, Inc. shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Subcontractor.

(c) Prior to the commencement of work hereunder, evidence of insurance shall be furnished in a form satisfactory to Arcata Associates, Inc. In addition, the Subcontractor shall furnish evidence of a commitment by the insurance company to notify Arcata Associates, Inc. in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation.

THE ABOVE REQUIREMENT ONLY APPLIES TO SERVICE OR MAINTENANCE CONTRACTS ON A GOVERNMENT FACILITY.

H.21 AVAILABILITY OF FUNDS FOR NEXT CONTRACT PERIOD:

Funds are not presently available for performance under this subcontract beyond 30 July 2012 of Arcata Associates, Inc. contract year. Arcata Associates, Inc. obligation for performance of this contract is contingent upon the Government exercising the next option period and appropriating funds from which payment for subcontract purposes can be made. Should an option year not be exercised by the Government, Arcata Associates, Inc. shall provide written notice to the subcontractor. No legal liability on the part of Arcata Associates, Inc. for payment may arise for performance under this subcontract beyond 30 July 2012 of each contract option year, until funds are made available to Arcata Associates, Inc. from the Government Contracting Officer for continuation of performance of the contract.

H.22 YEAR 2000 WARRANTY:

Seller warrants that each product supplied hereunder shall, in handling any calendar dates (including leap years) or any truncated portions thereof: within a continuous range of dates before, during and after January 1, 2000 function accurately, without interruption or premature termination, and without requiring any intervention, modification or alteration; and shall accurately process date data correctly provided by other sources in the format required by the product; and in a disclosed, defined and predetermined manner, input, accept, process, store and without ambiguity, i.e., the information technology shall accurately process date data (including but not limited to, calculating, comparing, and sequencing) from, into and between the 20th and 21st centuries and the years 1999 and 2000 and leap year calculations. Notwithstanding

anything to the contrary contained herein, the above warranty shall apply as long as the Seller's product is used by Buyer and shall include, at no cost to the Buyer, the correction of any errors in data or programs caused by the failure of Seller's product to perform in conformity with such warranty.

**SECTION I
SUBCONTRACT CLAUSES**

This subcontract/order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, and NASA FAR Supplement, as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced clause numbers refer to the current clauses and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below clauses are hereby deleted in their entirety.

CLAUSE NO.	CLAUSE TITLE	DATE
52.202-1	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEPT 2006)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation Rescission and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(SEPT 2007)
52-204-4	Printing Copying Double-Sided on Recycled Paper	(AUG 2000)
52.204-9	Personal Identity Verification of Contractor Personnel	(SEPT 2007)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(SEPT 2006)
52.211-5	Material Requirements	(AUG 2000)
52.211-15	Defense Priority and Allocation Requirements	(SEPT 1990)
52.215-2	Audit and Records- Negotiation	(JUN 1999)
52.215-8	Order of Precedence – Uniform Contract Format	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data	(OCT 1997)

52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data – Modifications	(OCT 1997)
52.215-14	Integrity of Unit Prices	(OCT 1997)
52.215-14	Alternate I	(OCT 1997)
52.215-15	Pension Adjustment and Asset Reversions	(OCT 2004)
52.215-18	Reversion or Adjustment of Plans For Postretirement Benefits (PRB) Other Than Pensions	(JUL 2005)
52.216-18	Ordering	(OCT 1995)
52.216-19	Order Limitations	(OCT 1995)
52.216-21	Requirements	(OCT 1995)
52.216-22	Indefinite Quantity	(OCT 1995)
52.217-8	Option to Extend Services	(NOV 1999)
52.217-9	Option to Extend the Terms of the Contract	(MAR 2000)
52.219-3	Notice of Total HUBZone Set-Aside	(JAN 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	(JUL 2005)
52.219-6	Notice of Total Small Business Set-Aside	(JUN 2003)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-9	Small Business Subcontracting Plan	(NOV 2007)
52.219-14	Limitations on Subcontracting	(DEC 1996)
52.219-16	Liquidated Damages – Subcontracting Plan	(JAN 1999)
52.222-1	Notice to the Government of Labor Disputes	(FEB 1997)
52.222-20	Walsh-Healey Public Contracts Act	(DEC 1996)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(SEPT 2006)
52.222-36	Affirmative Action for Workers with Disabilities	(JUNE 1998)
52.222.41	Service Contract Act of 1965, as Amended	(NOV 2007)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products.	(AUG 2000)
52.223-10	Waste Reduction Program	(AUG 2000)
52.227-1	Authorization and Consent	(JUL 1995)

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-5	Insurance - Work on a Government Installation	(JAN 1997)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	(APR 2003)
52.229-6	Taxes-Foreign Fixed-Price Contracts	(JUN 2003)
52.230-2	Cost Accounting Standards	(APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices	(APR 1998)
52.230-6	Administration of Cost Accounting Standards	(APR 2005)
52.232-8	Discounts for Prompt Payments	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
52.237-3	Continuity of Services	(JAN 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.245-1	Government Property	(JUN 2007)
52.245-2	Government Property (Fixed-Price Contracts)	(JUN 2007)
	Installation Operation Services	
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form)	(APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(MAY 2004)
52.249-6	Alternate IV	(SEPT 1996)
52.249-8	Default (Fixed-Price) Supply and Service)	(APR 1984)
1852.204-76	Security Requirements for Unclassified Information Technology Resources	(MAY 2007)
1852.227-14	Rights In Data-General	(JUN 1987)
1852.227-70	New Technology	(MAY 2002)
1852.227-86	Commercial Computer Software – Licensing	(DEC 1987)
1852.237-72	Access to Sensitive Information	(JUN 2005)
1852.237-73	Release of Sensitive information	(JUN 2005)

() FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 business days; provided that the Government shall give the

Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

SECTION J

INSERT IF APPLICABLE

SECTION K

YEAR 2000 WARRANTY

Seller warrants that each product supplied hereunder shall, in handling any calendar dates including leap years or any truncated portions thereof: within a continuous range of dates before, during and after January 1, 2000 function accurately, without interruption or premature termination, and without requiring any intervention, modification or alteration; and shall accurately process date data correctly provided by other sources in the format required by the product; and in a disclosed, defined and predetermined manner, input, accept, process, store and output 4-digit year dates and/or truncated date fields and date-related information accurately and without ambiguity, i.e., the information technology shall accurately process date data (including but not limited to, calculating, comparing, and sequencing) from, into and between the 20th and 21st centuries and the years 1999 and 2000 and leap year calculations. Notwithstanding anything to the contrary contained herein, the above warranty shall apply for as long as Seller's product is used by Buyer and shall include, at no cost to the Buyer, the correction of any errors in data or programs caused by the failure of Seller's product to perform in conformity with such warranty.

AGREED BY (SUPPLIER)

Signature

Print name

Title

Date

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS

For the purposes of this solicitation, the terms Government and Contracting Officer shall refer to Arcata Associates, Inc. and the terms Contractor and Subcontractor shall apply to the Offeror. All references to "Disputes" contained in any of the below provisions are hereby deleted in their entirety.

Arcata Solicitation Number: _____

Offeror's Name and Address:

DUNS Contractor Establishment No. _____

CAGE Contractor Establishment No. _____

By my signature below, I hereby certify that I am an officer or official of _____ (Organization's Name), that I have the authority to bind or certify for the above named organization, and that by signing below, I certify for that organization and its officials that the information provided by that organization in this Section K is true, current, and accurate to the best of my knowledge and belief.

(SIGNATURE) _____ (DATE)

(TYPED OR PRINTED NAME)

(TITLE OR POSITION IN ORGANIZATION)

K.1-- FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision above have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision .

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2-- FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

As prescribed in 3.808(a), insert the following provision:

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.3—FAR 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

Women-Owned Business (Other Than Small Business) (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 woman-owned business concern.

(End of provision)

K.4—FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (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 non-responsible.

(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.5-- FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information.

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of
Owner and Operator of the
Plant or Facility if Other
than Offeror or Respondent

End of provision)

K.6-- FAR 52.219-1 Small Business Program Representations. (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it **o is, o 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 **o is, o 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 **o is, o 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 **o is, o 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 **o is, o 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 **o is, o 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 **o is, o 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 for 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 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—FAR 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)

Alternate I (Oct 1998). As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) *Address.* The offeror represents that its address **o is, o is not** in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of provision)

K.8--FAR 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

Previous Contracts and Compliance Reports (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.9-- FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (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.10-- FAR 52.230-1 COST ACCOUNTING STANDARDS, NOTICES, AND CERTIFICATION (June 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. Offeror's 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 is subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2 ©(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

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

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 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 Number CASB DS-1 or CASB DS-2 as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or 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 practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) **Certificate of Previously Submitted Disclosure Statement.**

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO 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 \$25 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, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offeror's currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 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, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1million. 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 \$25 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 \$25 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.11-- FAR 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: _____

Signature: _____

Name: _____

Title: _____

Date of execution***: _____

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

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached **or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.**

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

(End of certificate)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PREPARATION OF OFFERS: Offeror(s) shall submit a proposal by completing Sections B, and K of this solicitation and submitting the proposal to the "Issued By" Office not later than the date and time required by this solicitation. In addition, offeror's who submit offers without the required certifications or descriptive literature may be considered non-responsive by Arcata Associates, Inc.

L.2 OFFEROR RESPONSES: Any questions concerning this solicitation must be submitted in writing to the Buyer NOT LATER THAN OCTOBER 12, 2009 2:30PM STANDARD PACIFIC TIME. Questions may be sent via FAX to the attention of the Buyer to FAX number (661) 276-6092. The Buyer should also be notified in writing via email to dfrc-dl-arcata-procurement@mail.nasa.gov within the same time frame of any conflicting requirements, discrepancies, or omissions that are found. The Buyer's response to any written question or other concern will be provided in writing to all sources requesting this solicitation. Any amendment to this solicitation will be furnished to all potential sources.

L.3 PROPOSAL SUBMISSION: The Offeror should respond to this solicitation with a formal, comprehensive proposal. The proposal is to be separated into two volumes:

Volume I - Business Proposal. One (1) original and six (6) copies of the Business Proposal is required. The Business Proposal shall contain an executed copy of Sections B, and K of this solicitation.

Volume II - Technical Proposal. One (1) original and six (6) copies of the Technical Proposal shall be submitted. No pricing shall be included in the Technical Proposal.

The Offeror's Technical Proposal must answer each paragraph specifically of the Statement of Work. For ease of evaluation, the Offeror shall reference each paragraph number of each Statement of Work in the Technical Proposal. The terms "in compliance" and "will conform" are not normally considered an acceptable response.

Any additional submissions, such as catalog sheets, technical specifications, drawings, etc., should be included in Volume II.

Should the Offeror take exception to certain requirements stated herein, the Offeror should state the reason or reasons for the exception or non-compliance. If any Offeror desires to offer equipment that deviates from the minimum requirements of the Statement of Work, either for enhancement or cost affectivity, the Offeror shall first propose complying or qualifying equipment, followed by the offered option equipment.

Volume III – Past Performance. One (1) original and six (6) copies of the Past Performance Proposal (relevant experience) shall be submitted. No pricing shall be included in the Past Performance.

L.4 This solicitation incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, Arcata Associates, Inc. will make their full text available. Without limiting conditions of any other part herein, the following contract provisions contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these provisions applicable to this subcontract/order, the term "contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer" and equivalent phrases shall mean "Buyer". All referenced provision numbers refer to the current provisions and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below provisions are hereby deleted in their entirety. (**NOTE:** Only those provisions indicated by (X) apply to this solicitation.)

PROVISION NO.	PROVISION TITLE	DATE
(x) 52.211-14	Notice of Priority Rating for National Defense Use	(SEP 1990)
(x) 52.215-1	Instructions to Offeror's-Competitive Acquisition	(JAN 2004)
(x) 52.215-5	Facsimile Proposals	(OCT 1997)
() 52.222-24	Pre award On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
(x) 52.237-1	Site Visit	(APR 1984)

L.5 PROCUREMENT POINT OF CONTACT (BUYER):

(a) Any communication concerning this solicitation shall cite the solicitation number and be directed only to the following Arcata representative:

NAME: Anne Crowell
 TITLE: Arcata Associates, Inc. Procurement
 PHONE: (661) 276-2591 FAX: (661) 276-6092
 No collect calls accepted.
 ADDRESS: Arcata Associates, Inc.
 Attn: Anne Crowell
 Building 4876, Warehouse # 6
 Lilly Drive
 Edwards, CA 93523

(b) Questions of any nature or in any form shall not be directed to the technical activity personnel.

- (c) Questions due to Buyer, no later than, October 12, 2009 2:30pm, Standard Pacific Time.
- (d) Responses due from Buyer, no later than, October 16, 2009, close of business, Standard Pacific Time.

L.6 FALSE STATEMENTS IN OFFERS: Offeror's must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L.7 DISCOUNTS: Prompt payment discounts will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offeror's awarded subcontract may include a prompt payment discount on individual invoices. All discount terms should be annotated with other price data in Section B.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS FOR AWARD: The proposal will be evaluated upon the basis of the factors below. Final award will be made based on the factors in M-6 which form the best value for Arcata Associates, Inc.

M.2 EVALUATION FACTORS FOR AWARD:

Arcata will evaluate each offer based on an integrated assessment of the Technical, Past Performance, and Cost/Price portions of the proposal.

M.3 AWARD: (a) Arcata Associates, Inc. intends to award a subcontract/order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to Arcata Associates, Inc. cost or pricing and other factors specified elsewhere in this solicitation considered.

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

(c) Arcata Associates, Inc. may award a subcontract/order on the basis of the initial offer without discussions. Therefore, the initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding subcontract/order without further action by either party. Before the offer's specified expiration time, Arcata Associates, Inc. may accept the offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of the offer do not constitute a rejection or counter-offer by Arcata Associates, Inc.

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

(f) It is the intention of Arcata Associates, Inc. to award one subcontract/order for the items defined in Section B to the Offeror whose proposal is determined to be in the best interest of Arcata Associates, Inc. This does not preclude or limit Arcata Associates, Inc. from making a split award if it is deemed in the best interest of Arcata Associates, Inc.

M.4 Award of a subcontract/order is at the sole discretion of Arcata Associates, Inc. and may be contingent upon receipt of NASA funding. Arcata Associates, Inc. reserves the right to reject any or all offers based solely on Arcata Associates, Inc. judgment.

M.5 Without limiting conditions of any other part herein, the following contract clauses contained in the Federal Acquisition Regulation (FAR), as amended, are incorporated herein and made a part hereof by this reference. Where necessary to make the context of these clauses applicable to the subcontract/order, the term "Contractor" shall mean "Seller", the term "contract" shall mean "this subcontract/order", and the terms "Government", "Contracting Officer", and equivalent phrases shall mean "Buyer". All referenced paragraph numbers refer to the current paragraphs and revisions in effect as of the date of this subcontract/order. All references to "Disputes" contained in any of the below are hereby deleted in their entirety. (NOTE: Only those clauses indicated by (X) apply to this subcontract/order.)

(x) 52.217-3	Evaluation Exclusive of Options	(APR 1984)
(x) 52.217-4	Evaluation of Options Exercised at Time of Contract Award	(JUN 1988)
(x) 52.217-5	Evaluation of Options	(JUL 1990)

M.6 EVALUATION FACTORS

M.6.1 Evaluation Factors and Sub Factors

Award will be made to the Supplier(s) most advantageous proposal(s) to Arcata Associates, Inc. based upon an integrated assessment of the evaluation factors and sub factors (and elements, if used) described below. The Technical Capability factor and sub factors are the most important and are more important than the Relevant Experience and Past Performance and Business factors; however, Relevant Experience, Past Performance and the Business Proposal will contribute significantly to the selection decision. Within the Technical Capability factor, the sub factors are of equal importance.

Factor 1: Technical Capability

Sub factor 1: Management and Engineering Approach

Sub factor 2: Design Engineer

Sub factor 3: User interface/ease of use

Factor 2: Relevant Experience and Past Performance

Factor 3: Business Proposal

Sub factor 1: Cost/Price

Sub factor 2: Representations and Certifications

M.6.2 Factor and Sub factor Ratings

Each proposal will be evaluated qualitatively by assigning the following ratings to each evaluation factor and sub factor.

Performance Rating		
Rating	Points	Definition
Outstanding	100	Proposal significantly exceeds requirements in a way that benefits Arcata or meets the requirements and contains at least one exceptional enhancing feature, which benefits Arcata. Any weakness is minor.
Highly Satisfactory	85	Proposal exceeds requirements in a way that benefits Arcata or meets the requirements and contains enhancing features which may benefit Arcata. Any weakness is minor.
Satisfactory	60	Proposal meets requirements. Any weaknesses are acceptable to Arcata.
Marginal	35	Proposal contains weaknesses or minor deficiencies which could have some impact if accepted.
Unsatisfactory	20	Proposal does not comply substantially with RFP requirements.
TOTAL	300	Total Points Possible

Rating	Points	Definition
Very Low	100	Based on the Supplier's experience or past performance, essentially no doubt exists that the Supplier will successfully perform the required effort.
Low	80	Based on the Supplier's experience or past performance, little doubt exists that the Supplier will successfully perform the required effort.
Moderate	60	Based on the Supplier's experience or past performance, some doubt exists that the Supplier will successfully perform the required effort.
High	40	Based on the Supplier's experience or past performance, substantial doubt exists that the Supplier will successfully perform the required effort.
Very High	20	Based on the Supplier's experience or past performance, extreme doubt exists that the Supplier will successfully perform the required effort.
Unknown	0	No performance record identifiable. This applies only to Past Performance.
TOTAL	300	Total Points Possible

M.7 RELEVANT EXPERIENCE AND PAST PERFORMANCE

Under the Relevant Experience and Past Performance factor, the Performance Confidence Assessment represents the evaluation of a Supplier's and associated key or major subcontractors', teaming partners', and joint venture partners' present and past work record to assess Arcata's confidence that the Supplier will successfully perform as proposed. Arcata will evaluate the Supplier and associated key or major subcontractors', teaming partners' and joint venture partners' demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Relevant Experience and Past Performance evaluation is accomplished by reviewing aspects of a Supplier's and associated key or major subcontractors', teaming partners', and joint venture partners' relevant present and recent past performance, focusing on and targeting performance that is relevant to the Mission Capability factor and sub factors and the requirements of this solicitation.

Arcata will evaluate current and past (within the last five (5) years) performance to determine Arcata's confidence in the Contractor's ability to successfully perform the project effort. The Past Performance evaluation is to include references of similar work, describe working on a military facility and describe any experience working on a similar type project. In determining technical relevance, the criteria shown below will be used. Supplier should note that the order of the criteria does not imply any prioritization.

- a. Integration – Supplier's past performance in the development of similar DVD products.
- b. Design – Supplier's past performance in the design and reliability of similar DVD products.

In addition, the following criteria will be evaluated to determine Arcata's confidence in the Supplier's ability to successfully perform the NASA Aeronautical Educational DVD effort:

- a. Reliability – Supplier's past performance in the reliability of similar systems
- b. Schedule – Supplier's past performance in meeting proposed schedules and initiative expressed in meeting requirements and taking corrective action
- c. Cost – Quality of cost reporting and effectiveness in controlling associated costs
- d. Success - Extent of prior success and attainment of technical goals
- e. Prioritization - Effectiveness of handling priorities, changes, emergencies and other unexpected situations
- f. Resources - Adequacy and accessibility of support from other segments of the company
- g. Communication - Degree of cooperation and effectiveness of working relationships with customers.

h. Quality - Quality of technical performance and of meeting customer expectations

Present or recent past performance of subcontractors, teaming partners, and joint venture partners will be assessed as either relevant or not relevant.

Past performance information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Arcata may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers where the performance can be independently verified. As a result of those risks and strengths identified, each Supplier's will receive an integrated Performance Confidence Assessment, which is the rating for the Past Performance factor. Although the past performance evaluation focuses on performance that is relevant to the Mission Capability factor and sub factors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of the likelihood of successful contractor performance. In addition to evaluating the extent to which the Supplier's performance meets mission requirements, the assessment will consider things such as the Supplier's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

Where the Supplier's relevant performance record indicates performance problems, Arcata will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). Arcata may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

Supplier's without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, and as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

More recent and relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or less relevant effort. A strong record of relevant past performance may be considered more advantageous to Arcata than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

[END OF SOLICITATION]

