

CONTRACT NAS1-20001

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

- Section H.7, Advance Agreement on Indirect Rates, p. 19.

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

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

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 44	
2. CONTRACT (Proc. Inst. Ident.) NO. NAS1-20001		3. EFFECTIVE DATE APR 30 1993	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR: 5673.0419		
5. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		CODE	6. ADMINISTERED BY (If other than Item 5) Delegation Being Made Via NASA Form 1430 Criticality Designator C		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Fluidyne Engineering Corporation 5900 Olson Memorial Highway Minneapolis, MN 55422-4999		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NONE	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM	

11. SHIP TO/MARK FOR See Section F, clause F.3.		CODE	12. PAYMENT WILL BE MADE BY Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23681-0001	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c))		14. ACCOUNTING AND APPROPRIATION DATA PR: 5673.1032; JO: R17995 \$80,000 (Partial)		

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Engineering Design, Development, Installation and Testing of Facility Automation Systems			Est. Cost Fixed Fee	\$5,787,900 285,400
15G. TOTAL AMOUNT OF CONTRACT					\$6,073,300

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Dr. Leon E. King, President Fluidyne Engineering Corporation 5900 Olson Memorial Highway Minneapolis, MN 55422		20A. NAME OF CONTRACTING OFFICER STEELMAN KETCHUM	
19B. NAME OF CONTRACTOR BY <u>Leon E. King</u> (Signature of person authorized to sign)		19C. DATE SIGNED 28 April 1993	
		20B. UNITED STATES OF AMERICA BY <u>Stephen Ketchum</u> (Signature of Contracting Officer)	
		20C. DATE SIGNED April 30, 1993	

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (NASA 18-52.210-72)
(DEC 1988)

The Contractor shall provide all resources (except as expressly stated in this contract as furnished by the Government) necessary for engineering design, development, installation and testing of facility automation systems in accordance with the Description/Specifications/Work Statement in Section C.

B. Specific detailed performance requirements within the Statement of Work will be directed by the Government in accordance with the procedures outlined in G.6, Task Assignment Information.

B.2 ESTIMATED COST AND FIXED FEE (NASA 18-52.216-74)
(DEC 1991)

The estimated cost of this contract is \$5,787,900 exclusive of the fixed fee of \$285,400. The total estimated cost and fixed fee is \$6,073,300.

B.3 ADMINISTRATION OF CONTRACT FUNDING (LaRC 52.232-100) (OCT 1992)

A. The Contractor agrees that all future incremental funding shall be accomplished by Administrative Change Modification and that the funding procedure shall in no way change the Contractor's notification obligations as set forth in the "Limitation of Funds" clause.

B. In addition to the requirements of the "Limitation of Funds" clause, the Contractor shall notify the Contracting Officer in writing if, at any time, the Contractor has reason to believe that the total cost to the Government for the complete performance of this contract will be greater or substantially less than the then total estimated cost of the contract. Such notification shall give a revised estimate of the total cost for the performance of this contract.

B.4 CONTRACT FUNDING--TASK ASSIGNMENTS (LaRC 52.232-111)
(JUN 1991)

A. In accordance with the "Limitation of Funds" clause, the amount allotted by the Government to this contract for the purpose of payment of cost, exclusive of fee, is \$76,080. This amount is to cover the Government's obligation for performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting Officer.

B. An additional amount of \$3,920 is obligated under this contract for the payment of fee.

B.5 LEVEL-OF-EFFORT

A. In performing Government assigned tasks under this contract, the Contractor is obligated to provide up to 80,000 direct productive labor hours as defined in Paragraph C below.

B. Government authorized task assignments will be issued requiring a cumulative minimum of 1,000 direct productive labor hours over the life of the contract.

C. Direct productive labor hours are defined as those hours expended by personnel in the performance of the effort set forth in Section C - Description/Specifications/Work Statement. Direct productive labor hours are also defined as those hours associated with subcontracting/consultant arrangements and teaming agreements when those hours are expended under any contract arrangements other than a firm-fixed-price arrangement. This does not include administrative and support personnel such as, financial, clerical, procurement, or any labor allocated as indirect. Further, direct productive labor hours shall mean hours actually worked including overtime but excluding all leave (vacation, holidays, sick, etc.).

D. Each task assignment shall specify a total cost and a direct labor hour limitation, neither of which shall be exceeded without the prior written consent of the Contracting Officer. Only expenditures against specific written task assignments authorized by the Contracting Officer and within the man-hour and cost limitations set forth therein shall be allocable or allowable under this contract. Notwithstanding such authorizations, in no event shall the Contractor exceed the total contract cost limitation imposed by the Section I clause entitled "Limitation of Funds."

E. The fee set forth in B.2 is based upon the furnishing of the level of effort specified in paragraph A. If the Contractor has provided the hours specified in paragraph B., but not the total level of effort specified in paragraph A. and the Government has not invoked, under the Termination clause of this contract, its rights to adjust the contract for reduced effort, the Contracting Officer may make a downward adjustment to the contract fee. The adjustment in fee will equate the percentage of fee specified in The Schedule to the percentage of direct productive labor hours expended. At the Contracting Officer's discretion, an adjustment may include consideration of efficiencies in the Contractor's performance, including productivity improvements, if any, which contributed to the lesser number of direct labor hours being provided.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK - ENGINEERING DESIGN DEVELOPMENT, INSTALLATION AND TESTING OF FACILITY AUTOMATION SYSTEMS

I. Background

Langley Research Center possesses a wide variety of aeronautical/aerospace test facilities which are unrivaled in the free world. A continual rehabilitation program insures that the facilities are well maintained and can provide state-of-the art testing. New facilities are also periodically constructed to expand the Center's test capabilities. A key element of the rehab and new construction activities is the inclusion of microprocessor - and minicomputer-based systems to provide precise control of facility parameters, automation of normal operational functions and existing test equipment.

II. Scope

The efforts provided under this Statement of Work shall support the development of facility automation systems. This will be accomplished by performing tasks in the areas defined below.

III. Development Areas

A. Design - Task assignments in this area may include such tasks as:

Site visits and conferences to obtain the data upon which to develop a design. The preparation of preliminary analyses and studies, sketches, layout plans, and preliminary cost estimates. The preparation of final designs, including AutoCAD-generated drawings (Version 11 or later), hardware and software specifications, detailed cost estimates, and construction schedules. The presentation and technical support of two design reviews at the 30 and 85 percent design levels.

B. Simulation - Task assignments in this area may include such tasks as:

Generation of linear and non-linear mathematical representations (math models) of physical facility plants and processes. Implementation of control algorithms and math models on digital simulation programs such as Advanced Control Simulation Language for verification of design approach. Real-time simulation of the facility plant to allow checkout of actual hardware and software components prior to installation at the facility.

C. Electronic Fabrication - Task assignments in this area may include such tasks as:

Fabrication of printed circuit boards and control consoles, purchases of components and subsystems, and electronic systems integration. Fabrication of cabling and all components needed for system interface to existing facility hardware. Quality assurance inspection of components, assemblies, subsystems, and systems. Modifications to design drawings to reflect as-built conditions.

D. Software Generation - Task assignments in this area may include such tasks as:

Coding of modules in a high level language such as FORTRAN, C, or ADA from flowcharts, specifications for modules, screen layouts, and general run-time environment requirements. Integration of specific modules in a real-time operating system with appropriate task priorities and execution speeds. Testing of software on both development system and target hardware for conformance to specifications. Documentation of source code and all information required to rebuild or modify the target system.

- E. System Validation - Task assignments in this area may include such tasks as:

Assembling all target electronic hardware in a laboratory environment and providing temporary cabling for system energization. Downloading of all software into target hardware. Interconnection of target system to an analog/digital simulation of the facility processes. Validation testing to confirm appropriateness of software/hardware design. Demonstrations of operational interfaces and general system operations to operators and research customers.

- F. System Installation and Checkout - Task assignments in this area may include such tasks as:

Removal of existing equipment and associated wiring and cables. Installation of new hardware and cabling with appropriate interconnections to field devices. Initial energization and confirmation of proper operation of newly installed hardware. Checkout of affected subsystems for proper operation. System level checkout of all affected facility operations including tests throughout the facility's performance envelope. Complete documentation of the new system including operator's manuals, software manuals, maintenance manuals, and system test results. Operator training shall also be required.

IV. Federal Information Processing Standards (FIPS)

The following standards (FIPS), in effect on the date of this solicitation shall be applicable; unless otherwise specified to individual tasks required to be performed under this procurement and are incorporated by reference. The Federal Information Resources Management Regulation (FIRMR) standard terminology for each FIPS is set forth below. Compliance with these FIPS is mandatory.

Hardware

FIPS 1-2 Code for Information Interchange, Its Representation, Subsets and Extensions

ASCII System Requirements

The system, upon receiving a hardware or software command, must accept data on magnetic tape, paper tape, or any other input/output media covered by an approved Federal Information Processing Standard Publication (FIPS) in ASCII code and collating sequence prescribed in FIPS 1-2 and in the format prescribed in FIPS 2-1, 3-1, 25, 50, or other applicable FIPS. Such data may be translated, if necessary, into a form that the equipment can internally process, provided that, upon receiving a hardware or software command, the equipment can produce processed data on magnetic tape, paper tape, printers, and other output media in the ASCII code and collating sequence prescribed in FIPS 1-2 and in the format prescribed in FIPS 2-1, 3-1, 25, 50, or other applicable FIPS.

FIPS 16-1 Bit Sequencing of the Code for Information Interchange in
Serial-By-Bit Data Transmission

Bit Sequencing - Serial Data Transmission

All applicable equipment or services that may result from this requirement, transmitting in a serial-by-bit, serial-by-character mode, must be capable of bit sequencing as prescribed in FIPS 16-1 for the transmission of the Standard Code for Information Interchange, FIPS 1-2, at the interface between data terminal equipment and data communication equipment.

FIPS 17-1 Character Structure and Character Parity Sense for
Serial-By-Bit Data Communication in the Code for Information
Interchange

Character Structure/Parity - Serial Data Transmission

All applicable equipment that may result from this requirement, transmitting in a serial-by-bit, serial-by-character synchronous or asynchronous mode, must be capable of transmitting the character structure and sense of character parity prescribed in FIPS 17-1 for the transmission of the Standard Code for Information Interchange, FIPS 1-2, at the interface between data terminal equipment and data communication equipment.

FIPS 86 Additional Controls for Use with American National Standard
Code for Information Interchange

Additional ASCII Controls for Character-Imaging ADP Equipment or
Services

All applicable ADP character-imaging equipment or services (e.g., interactive ADP terminals of the display and printer type, line printers, microfilm printers, typesetting compositors, word processors, and related devices or services using such devices,) must comply with the requirements set forth in FIPS 86 when such equipment or services employ the character set and encoding conventions prescribed in FIPS 1-2, employ primarily character-oriented controls, and are consistent with the architectural assumptions for devices in Appendix B, ANS X3.64-1979. All ADP terminals that meet these conditions are included in this requirement if they contain alphanumeric keyboards and CRT displays or printers that may be used in any form of on-line interactive application or stand alone off-line data preparation. Computer resident control software may be used, but is not required, to implement specific features of FIPS 86, unless specified elsewhere in this document.

Software Standards Other Than Program Languages

FIPS 107 Local Area Networks: Baseband Carrier Sense Multiple Access with Collision Detection Access Method and Physical Layer Specifications and Link Layer Protocol

Local Area Network Equipment and Services Employing CSMA/CD

All local area network services and equipment employing CSMA/CD which result from this requirement shall provide the capability to transmit bits and to send data link frames between nodes in compliance with the requirements set forth in FIPS 107.

FIPS 151-1 POSIX: Portable Operating Systems Interface for Computer Environments

Acquisition and Development of Portable Operating Systems

Operating systems environments offered as a result of the requirements of which this is a part shall implement FIPS 151-1, as well as any additional elements specified elsewhere in this requirements document, and shall require validation in accordance with provisions contained in FIPS 151-1.

Programming Languages

FIPS 69-1 Fortran

Acquisition of FORTRAN Language Processors

FORTRAN language processors offered as a result of the requirements of which this is a part shall conform to the requirements in FIPS 69-1 FORTRAN. These processors shall implement all of the language elements of the level of FIPS 69-1 FORTRAN as specified elsewhere in this requirements document (Paragraph III.D. above) and require prior validation as specified elsewhere in this document.

Development or Acquisition of Application Programs

When computer application programs are developed or acquired as a result of the requirements of which this is a part, and one of the FIPS programming languages is specified elsewhere in this requirements document, only the language elements of that FIPS, as well as any additional language elements as specified elsewhere in this document shall be used. In these cases, processors used in developing such programs shall be validated.

FIPS 119 Ada

Acquisition of Ada Language Processors

Ada language processors offered as a result of the requirements of which this is a part shall conform to the requirements in FIPS 119 Ada. These processors shall implement all of the language elements of FIPS 119 Ada

and require Prior Validation as specified elsewhere in this document (Section H, Clause H.14).

Development or Acquisition of Application Programs

When computer application programs are developed or acquired as a result of the requirements of which this is a part, and one of the FIPS programming languages is specified elsewhere in this requirements document, only the language elements of that FIPS, as well as any additional language elements as specified elsewhere in this document shall be used. In these cases, processors used in developing such programs shall be validated.

FIPS 160 C

Development or Acquisition of Application Programs

When computer application programs are developed or acquired as a result of the requirements of which this is a part, and one of the FIPS programming languages is specified elsewhere in this requirements document, only the language elements of that FIPS, as well as any additional language elements as specified elsewhere in this document shall be used. In these cases, processor used in developing such programs shall be validated.

V. NASA Software Documentation Standard

The following standard, in effect on the date of this solicitation is applicable to this procurement and is incorporated by reference.

NASA-STD-2100-91 NASA Software Documentation Standard Software Engineering Program

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

All documentation, hardware, software and reports required to be delivered under this contract shall be packed/package in a manner that insures safe arrival at destination and in accordance with additional instructions that may be specified by the Government in authorized task assignments. Marking shall be as set forth in Section J, Exhibit A, Contract Documentation and Reporting Requirements and in the Government authorized task assignments.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (FAR 52.246-3) (APR 1984)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or

retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 INSPECTION OF SERVICES - COST-REIMBURSEMENT (FAR 52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.3 FINAL INSPECTION AND ACCEPTANCE (LARC 52.246-94) (OCT 1992)

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 STOP-WORK ORDER (FAR 52.212-13) (AUG 1989) ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor,

and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall

either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 NOTICE OF DELAY (NASA 18-52.212-70) (DEC 1988)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing of the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

F.3 PLACE OF DELIVERY

Delivery of all items hereunder shall be f.o.b. Langley Research Center, except as may be specified in task assignments.

F.4 FACILITY AUTOMATION SYSTEMS DESIGN AND HARDWARE DELIVERY

A. Time of Delivery--The design documentation, hardware, and software produced under this contract shall be delivered in accordance with the schedule specified in the task assignments.

B. Place of Delivery--Langley Research Center unless otherwise indicated in a task assignment. Design documentation and hardware shall be delivered prepaid.

C. Freight and/or express shipments shall be marked as follows:

National Aeronautics and Space Administration
Langley Research Center, 4 South Marvin Street, Building 1206
Contract NAS1-20001, Task No. (To Be Assigned)
Hampton, VA 23681-0001

F.5 PERIOD OF PERFORMANCE - TASK ASSIGNMENTS (LaRC 52.212-112) (JUL 1989)

A. The period for issuance of task assignments is thirty-six (36) months from the effective date of this contract.

B. Any task assignments issued prior to the expiration of the period for issuance of task assignments shall be completed, subject to the limitations specified in B.5; provided that the Contractor will not be required to perform any work beyond 12 months after the period for issuing task assignments.

F.6 PLACE(S) OF PERFORMANCE (LARC 52.212-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility located in Minneapolis, Minnesota; NASA, Langley Research Center, Hampton, Virginia; and other sites as may be designated by task assignments.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 REPORT ON NASA SUBCONTRACTS (NASA 18-52.204-70) (NOV 1992)

(a) The Contractor shall submit information on NASA Form 667 to the National Aeronautics and Space Administration (Code HM), Washington, DC 20546, substantially as follows with respect to each subcontract or subcontract modification exceeding \$25,000 within 10 working days after its execution:

- (1) The name and address of the prime Contractor and the NASA prime contract number.
- (2) The name and address of the subcontractor.
- (3) Whether the subcontractor is a large or small business concern and/or a minority business concern.
- (4) Whether the type of effort being performed involves research and development.
- (5) A brief description of the subcontract work.
- (6) The amount of the subcontract.

(7) The principal location where the subcontract work is to be performed, if known.

(b) The Contractor and its subcontractors shall submit negative reports annually, if applicable, on each prime contract and first-tier subcontract subject to this reporting requirement. These negative reports shall be submitted not later than October 31 for the 12-month period ending September 30th of each year. The negative reporting shall be continued until the contract or subcontract has been physically completed and the National Aeronautics and Space Administration (Code HM), Washington, DC 20546, so notified by the Contractor or subcontractor.

(c) "Subcontract," as used in this clause, means procurement in excess of \$25,000 by the Contractor or first-tier subcontractor of articles, materials, or services for performing this contract (including facility leases), except purchases, regardless of amount, of stock items, materials, or services that cannot be specifically identified with this contract.

(d) "Research and development," as used in this clause, means basic and applied research, and design and development of prototypes and processes to (1) pursue a planned search for new knowledge, with or without reference to a specific application, (2) apply existing knowledge in the creation of new products or processes, or (3) apply existing knowledge in the improvement or modification of present products and processes. It excludes subcontracts for the purchase of standard commercial items and services.

(e) The Contractor shall --

(1) Insert the provisions of paragraphs (a), (b), (c), and (d) of this clause in each subcontract over \$100,000;

(2) Instruct its subcontractors to submit their reports directly to the National Aeronautics and Space Administration (Code HM), Washington, DC 20546; and

(3) Provide its subcontractors with the number of the NASA prime contract.

G.2 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NASA 18-52.204-71) (DEC 1988)

(a) The Contractor shall submit Financial Management Reports on NASA Form 533 in accordance with the instructions in Procedures for Contractor Reporting of Correlated Cost and Performance Data (NHB 9501.2B) and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall be correlated with technical and schedule reporting, shall be set forth in the Contract Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail, used by the Contractor for its own management purposes to validate information reported to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Contract Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract schedule line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only.

(d) The Contractor shall insert the substance of this clause in all first-tier cost-reimbursement subcontracts specifically identified in writing by the Contracting Officer and shall include their cost in its cost reports.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided

for in paragraph (a) or (c) above, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 18-52.227-72) (APR 1984)

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

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	200	NASA, Langley Research Center Hampton, VA 23681-0001
Patent Representative	143	NASA, Langley Research Center Hampton, VA 23681-0001

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

G.4 ACQUISITION OF CENTRALLY REPORTABLE EQUIPMENT (NASA 18-52.245-70) (MAR 1989)

(a) "Centrally reportable equipment," as used in this clause, means plant equipment, special test equipment (including components), special tooling and non-flight space property (including ground support equipment) (1) generally commercially available and used as a separate item or as a component of a system, (2) having an acquisition cost of \$1,000 or more (unless a lower threshold is specified elsewhere in this contract), and (3) is identifiable by a manufacturer and model number.

(b) (1) Before acquiring (including acquiring by fabrication) any item of centrally reportable equipment under this contract (unless for incorporation into flight-qualified or flight-monitoring deliverable end items), the Contractor shall provide to the Contracting Officer, at the earliest possible date, a description of the item sufficiently detailed to enable screening of existing Government inventories. (2) For this purpose, the Contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition for each item of centrally reportable equipment to be acquired and (ii) forward it through the Contracting Officer to the NASA Equipment Management System (NEMS) Coordinator at the cognizant NASA installation at least 30 days in advance of the date the Contractor intends to acquire or begin fabricating the item. If a certificate of

nonavailability is not received within that period, the Contractor may proceed to acquire the item, subject to any other applicable provisions of this contract. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 18-45.7103. The same data may be provided in an alternate format when requesting other than Defense Industrial Plant Equipment Center (DIPEC) controlled items.

(3) Upon receiving the item on the DD Form 1419 (regardless of whether it is Contractor-acquired or Government-furnished), the Contractor shall prepare and submit a DD Form 1342 or equivalent data, in accordance with NASA FAR Supplement 18-45.505-670.

G.5 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (NASA 18-52.245-73) (MAR 1989)

(a) The Contractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in Section 18-45.7101 of the NASA FAR Supplement, except that the reporting of space hardware shall be required only as directed in clause 18-52.245-78, Space Hardware Reporting, if applicable.

(b) If administration of this contract has been delegated to the Department of Defense, the original and three copies of NASA Form 1018 shall be submitted through the DOD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the forms shall be submitted directly to the following NASA office:

NASA, Langley Research Center
Attn: Industrial Property Office, M/S 377
Hampton, VA 23681-0001

(c) The annual reporting period shall be from July 1 of each year to June 30 of the following year.

(d) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not to the Government. The Contractor shall require the subcontractors' reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.

(e) The Contractor's report shall consist of a consolidation of the subcontractors' reports and the Contractor's own report.

G.6 TASK ASSIGNMENT INFORMATION

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

1. Task assignment number and date
2. Description of work and/or deliverable items
3. Direct labor-hour limitation and total cost limitation
4. Required completion date and/or delivery schedule

5. Government-furnished items

6. Appropriate special instructions or information

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

C. The Contractor agrees to assist the Government, when requested, by providing information needed to estimate the cost, manhours, etc. necessary to accomplish the proposed task assignment.

D. If the Contractor determines that the requirements of the task assignment are unrealistic regarding cost and schedule, he shall so notify the Contracting Officer in writing within two days after receipt of the task assignment and shall not perform any work pending resolution by the Contracting Officer.

G.7 INVOICES AND PAYMENTS (LARC 52.232-96) (OCT 1992)

A. General--Invoices shall be addressed as shown in Block 12 on Page 1 of this contract and shall be identified by the contract number. Cost and fee invoices shall be submitted separately.

B. Cost--Payments of cost shall be made in monthly installments.

C. Cost invoices shall be submitted through the delegated Government Audit Agency.

D. No installment of fixed fee shall exceed the proportion of the total fixed fee determined by dividing the total number of direct labor hours (B.5, Level of Effort, paragraph B.5) into the number of direct labor hours expended during the period. Notwithstanding, any payments shall be subject to the withholding provisions of the clause of this contract entitled Fixed Fee.

G.8 CONTRACT CLOSEOUT (LaRC 52.242-90) (JUN 1988)

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

B. "Quick Closeout"--Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the

provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

Except for data contained on pages NONE, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated October 5, 1992, upon which this contract is based.

H.2 SAFETY AND HEALTH (NASA 18-52.223-70) (DEC 1988)

(a) The Contractor shall take all reasonable safety and health measures in performing under this contract and shall, to the extent set forth in the Contract Schedule, submit a safety plan and a health plan for the Contracting Officer's approval. The Contractor shall comply with all Federal, State, and local laws applicable to safety and health in effect on the date of this contract and with the safety and health standards, specifications, reporting requirements, and provisions set forth in the Contract Schedule.

(b) The Contractor shall take or cause to be taken such other safety and health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this safety and health clause for any change for which an equitable adjustment is expressly provided under any other provision of the contract.

(c) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the Contract Schedule, or property loss of \$25,000 or more arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. Service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the Contract Schedule. The Contractor shall investigate all work-related incidents or accidents to the extent

necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(d) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (1) above, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that (1) amount to \$1,000,000 or more (unless the Contracting Officer makes a written determination that this is not required), (2) require construction, repair, or alteration in excess of \$25,000, or (3) regardless of dollar amount, involve the use of hazardous materials or operations.

(f) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and health measures under this clause.

(g) As a part of the Contractor's safety plan (and health plan, when applicable) and to the extent required by the Schedule, the Contractor shall furnish a list of all hazardous operations to be performed, including operations indicated in paragraphs (a) and (b) above, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence either or both of the following as required by the Contract Schedule or by the Contracting Officer:

- (1) Written hazardous operating procedures for all hazardous operations.
- (2) A certification program for personnel involved in hazardous operations.

H.3 PROCUREMENT AUTHORITY (201-39.5202-3) (OCT 90 FIRMR)

This acquisition is being conducted under a specific acquisition delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KMA-92-0406.

H.4 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.212-104) (MAR 1992)

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation.

B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the

hours of 6:30 a.m. and 4:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

H.5 EVIDENCE OF INSURANCE

The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 18-52.228-75 in Section I entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract.

H.6 VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)

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

H.7 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is the last Saturday of June each year.

These unallowable costs shall not be recovered under this or any other Government contract.

<u>Indirect Cost Pool</u>	<u>Ceiling Percentage</u>	<u>Allocation Base</u>
General and Administrative (G&A)		Total cost excluding G&A
Overhead		Direct Labor

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on April 30, 1993. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that

demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

H.8 AUTOMATED INFORMATION SECURITY (AIS) PROGRAM/EMPLOYEE NATIONAL AGENCY CHECK (NAC)

Work to be performed under this contract requires access to ADP equipment and processing areas. Therefore, the Contractor shall comply with the requirements of NASA's Automated Information Security Program. This program is separate and distinct from security programs for safeguarding classified information. Prior to performing any work in restricted-access computer rooms or accessing NASA ADPE (either remotely or on-site at LaRC), all Contractor employees must have a favorable NAC completed. The Contractor shall submit a properly executed NASA Form 531 (NF 531), Name Check Request, to the LaRC Security Officer, Mail Stop 182, for each Contractor employee who will work in restricted access computer rooms and/or access NASA ADPE. In addition, each such employee is required to be fingerprinted at the LaRC Badge and Pass Office, Building 1228, or by any authorized agency or department utilizing Fingerprint Card FD-258. Approximately 75 days are required to complete the NAC after receipt of the NF 531 and FD-258. The NAC is not required if an employee has a Secret or higher clearance. When it is necessary for an employee to perform any work in restricted access computer rooms prior to completion of the NAC, the employee may be escorted while at the site by an individual who has a favorable NAC or a higher level of investigation favorably adjudicated, or a Secret or higher clearance, or as otherwise approved by the Security Officer. Employees may access NASA ADP equipment prior to completion of the NAC only as approved by the LaRC Security Officer on a case-by-case basis.

H.9 GOVERNMENT-FURNISHED COMPUTER ACCESS FOR PROGRAM DEMONSTRATION/ ACCEPTANCE

In order for the Contractor to demonstrate that the required computer program(s) are compatible with Langley Research Center computers and, in accordance with the inspection clause of the contract, to facilitate inspection by the Government during the demonstration, the Government will furnish the Contractor access to computer time at Langley Research Center. The exact date(s) and time(s) for Contractor use of Langley Research Center computers for this purpose shall be mutually agreed upon by the Contracting Officer and the Contractor.

H.10 GOVERNMENT-FURNISHED ITEMS (LaRC 52.245-92) (JUN 1988)

For the performance of this contract, the Government will furnish to the Contractor those items specified in task assignments.

H.11 VALIDATION OF FIPS IMPLEMENTATIONS

In addition to the FIPS implementation requirements specified elsewhere in this requirements document, all implementations of FIPS that are brought into the Federal inventory as a result of this document for which validation is specified, and those implementations used by vendors to develop programs or provide services shall be validated using the official Validation System specified by the Computer Systems Laboratory (CSL). Validation shall be in accordance with CSL validation procedures for that FIPS. The results of validation shall be used to confirm that the implementation meets the requirements of the applicable FIPS as specified in this document.

A list of CSL validated products is available through the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, VA 22151, telephone (703) 487-4650, Order Number PB91-937300. For information concerning the validation of FIPS implementations contact the National Institute of Standards and Technology (NIST), CSL, Attn: FIPS Validations, Building 225, Room A266, Gaithersburg, MD 20899, telephone (301) 975-3274.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.2 The following contract clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (SEP 1991)
52.203-1	Officials Not to Benefit (APR 1984)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (OCT 1988)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 1992)
52.210-5	New Material (APR 1984)
52.212-8	Defense Priority and Allocation Requirements (MAY 1986)
52.215-1	Examination of Records by Comptroller General (FEB 1993)
52.215-2	Audit - Negotiation (FEB 1993)
52.215-22	Price Reduction for Defective Cost or Pricing Data (JAN 1991)
52.215-24	Subcontractor Cost or Pricing Data (DEC 1991)

52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989)
 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)
 52.215-33 Order of Precedence (JAN 1986)
 52.215-39 Reversion or Adjustment of Plans for Postretirement
 Benefits Other Than Pensions (JUL 1991)
 52.216-8 Fixed Fee (APR 1984)
 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged
 Business Concerns (FEB 1990)
 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
 52.222-1 Notice to the Government of Labor Disputes (APR 1984)
 52.222-20 Walsh-Healy Public Contracts Act (APR 1984)
 52.222-26 Equal Opportunity (APR 1984)
 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts
 (APR 1984)
 52.222-35 Affirmative Action for Special Disabled and Vietnam Era
 Veterans (APR 1984)
 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
 52.222-37 Employment Reports on Special Disabled Veterans and
 Veterans of the Vietnam Era (JAN 1989)
 52.223-2 Clean Air and Water (APR 1984)
 52.227-1 Authorization and Consent (APR 1984)
 52.227-2 Notice and Assistance Regarding Patent and Copyright
 Infringement (APR 1984)
 52.227-3 Patent Indemnity (APR 1984)
 52.227-14 Rights in Data - General (JUN 1987) -- as modified by NASA
 FAR Supplement 18-52.227-14
 52.228-7 Insurance - Liability to Third Persons (APR 1984)
 52.232-9 Limitation on Withholding of Payments (APR 1984)
 52.232-17 Interest (JAN 1991)
 52.232-22 Limitation of Funds (APR 1984)--as modified by NASA FAR
 Supplement 18-32.705-2
 52.232-23 Assignment of Claims (JAN 1986)
 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as
 modified by NASA FAR Supplement 18-32.908
 52.233-1 Disputes (DEC 1991) Alternate I (DEC 1991)
 52.233-3 Protest After Award (AUG 1989) Alternate I (JUN 1985)
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
 52.243-2 Changes - Cost-Reimbursement (AUG 1987)
 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts)
 (JUL 1985) Alternate I (APR 1985)
 52.244-5 Competition in Subcontracting (APR 1984)
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material,
 or Labor-Hour Contracts) (JAN 1986)
 52.248-1 Value Engineering (MAR 1989)
 52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
 52.249-14 Excusable Delays (APR 1984)
 52.253-1 Computer Generated Forms (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.227-86	Commercial Computer Software - Licensing (DEC 1987)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.252-70	Compliance with NASA FAR Supplement (MAR 1989)

I.3 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.203-9	Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.215-26	Integrity of Unit Prices (APR 1991)
52.216-7	Allowable Cost and Payment (JUL 1991)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.223-6	Drug-Free Workplace (JUL 1990)
52.225-9	Buy American Act - Trade Agreements Act - Balance of Payments Program (APR 1991)
52.232-25	Prompt Payment (SEP 1992)
52.242-13	Bankruptcy (APR 1991)
18-52.209-71	Limitation of Future Contracting (DEC 1988)
201-39.5202-6	Warranty Exclusion and Limitation of Damages (OCT 1990 FIRMR)

I.4 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the contracting officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, Dr. Leon E. Ring,

[Name of certifier]

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

occurring during the conduct of this procurement
NAS1-20001

(contract and modification number).

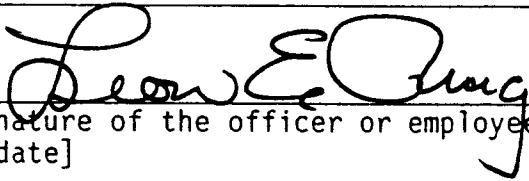
(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Fluidyne Engineering Corporation

[Name of Offeror]

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

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

None



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

Dr. Leon E. Ring, President

[Typed name of the officer or employee responsible for the modification proposal]

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

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

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to suspension of Section 27 (i.e., prior to December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that Section 27 has been reinstated. These certifications shall be maintained by the Contractor for a

period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.5 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that

is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action -

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of -

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another

are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes -

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions.

I.6 INTEGRITY OF UNIT PRICES (FAR 52.215-26) (APR 1991)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The requirement in paragraph (a) of this clause does not apply to any contract or subcontract item of supply for which the unit price is, or is based on, an established catalog or market price for a commercial item sold in substantial quantities to the general public. A price is based on a catalog or market price only if the item being purchased is sufficiently similar to the catalog or market price commercial item to ensure that any difference in price can be identified and justified without resort to cost analysis.

(c) The Offeror/Contractor shall also identify those supplies which it will not manufacture or to which it will not contribute significant value when requested by the Contracting Officer. The information shall not be required for commercial items sold in substantial quantities to the general public when the price is, or is based on, established catalog or market prices.

(d) The Contractor shall insert the substance of this clause, less paragraph (c), in all subcontracts.

I.7 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (JUL 1991)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31:2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

- (B) Direct labor;
- (C) Direct travel;
- (D) Other direct in-house costs; and
- (E) Properly allocable and allowable indirect costs, as shown in

the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other postretirement benefit, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. When the Contractor and Contracting Officer agree, the quick-closeout procedures of Subpart 42.7 of the FAR may be used.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than one year (or longer, as the Contracting Officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.8 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$-0- or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.9 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause,

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

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

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

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

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

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

(b) The Contractor, if other than an individual, shall - within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration -

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

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

(i) The dangers of drug abuse in the workplace;
(ii) The Contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

I.10 BUY AMERICAN ACT - TRADE AGREEMENTS ACT - BALANCE OF PAYMENTS PROGRAM
(FAR 52.225-9) (APR 1991)

(a) This clause implements the Buy American Act (41 U.S.C. 10), the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as designated country end products or Caribbean Basin country end products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably

available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product," as used in this clause, means an end product other than a domestic end product.

(b) The Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Unless otherwise specified, the Act applies to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act - Trade Agreements Act - Balance of Payments Program Certificate." An offer certifying that a designated country end product or a Caribbean Basin country end product will be supplied requires the Contractor to supply a designated country end product or a Caribbean Basin country end product or, at the Contractor's option, a domestic end product. Contractors may not supply a foreign end product for line items subject to the Trade Agreements Act unless the foreign end product is a designated country end product or a Caribbean Basin country end product (see FAR 25.401), or unless a waiver is granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

(c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

I.11 PROMPT PAYMENT (FAR 52.232-25) (SEP 1992)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and

there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat, meat food products, or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in Section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., period lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority.

This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance.

The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural

commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor -

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.12 BANKRUPTCY (FAR 52.242-13) (APR 1991)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.13 LIMITATION OF FUTURE CONTRACTING (NASA 18-52.209-71) (DEC 1988)

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

(b) The nature of this conflict is described in Subparagraph (c)(1) below.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (three years). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

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

I.14 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (201-39.5202-6) (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement, or except as provided in the clause entitled, "Commitments, Warranties, and Representations," if applicable, and except for the implied warranty of merchantability, there are no warranties expressed or implied. In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2-715, in effect in the District of Columbia as of January 1, 1973; i.e.:

Consequential damages resulting from the seller's breach include:

- (a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- (b) Injury to person or property proximately resulting from any breach of warranty.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Exhibit A Contract Documentation Requirements, 3 pages

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

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

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

The monthly progress report shall be submitted within 10 days after the end of each calendar monthly report period.

B. Monthly Financial Management Report

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

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

- a. Each Authorized Task
- b. All Unassigned Effort (Total level of effort hours set forth in B.2, minus sum of all authorized task hours.)
- c. Contract Total (Includes the sum of Items a. and b.) Column 9b shall reflect total hours of _____ and estimated cost of \$ _____ plus fixed fee of \$ _____.)

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

- a. Direct Productive Labor Hours
- b. Other Direct Labor Hours
- c. Direct Productive Labor Dollars
- d. Other Direct Labor Dollars
- e. Overhead
- f. G&A
- g. Subcontract
- h. Consultants
- i. Material
- j. Travel
- k. ODC
- l. Total Estimated Cost
- m. Fee (total contract level only)
- n. Total Estimated Cost and Fee (total contract level only)

C. Report of Government-Owned/Contractor Held Property (NASA Form 1018)-- The Contractor shall submit the NASA Form 1018 no later than July 31 of each year in accordance with the Section G clause entitled "Financial Reporting of Government-owned/Contractor-held Property."

D. Subcontracting Report--The Contractor shall submit NASA Form 667, Report on NASA subcontracts, in accordance with the instructions on the reverse of the form.

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

II. DOCUMENT DISTRIBUTION REQUIREMENTS (LaRC 52.210-96) (JUN 1988)

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

National Aeronautics and Space Administration
Langley Research Center
Attn: _____, Mail Stop _____
Contract NAS1-20001
Hampton, VA 23665-5225

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

A--Contract Administrator, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop 442

C--Patent Counsel, Mail Stop 143

D--Cost Accounting, Mail Stop 135 (via Mail Stop 175)

E--Safety Officer, Mail Stop 429

F--Industry Relations Office, Mail Stop 105

G--Property Administrator

H--According to Instructions on Form

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

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Monthly Progress Report	A-1, B-2
Financial Management Report	A-1, B-2, D-2, F-1
Patent Rights Report	A-1, B-2, (E-1) C-1
Analysis of Government-Owned/Contractor-Held Property (NASA Form 1018)	G-4
Safety Plan	B-2, E-1
Oral Presentation Materials	B-1
Test Reports	B-1
Drawings	B-2
Report on NASA Subcontracts	H-1
Federal Contractor Veterans Employment Report (VETS 100)	H-1

D. When the Contract Administrator (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Administrator. The Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.