

## **CONTRACT NAS1-96042**

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

- Exhibit C (The Safety and Health Plan): pgs. 34-47.

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).

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <span style="float: right;">▷</span>	RATING DO-C9	PAGE OF PAGE(S) 1 49
2. CONTRACT NO. (Proc. Inst. Ident.) NO. NAS1-96042	3. EFFECTIVE DATE <b>AUG 1 1996</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY: National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	6. ADMINISTERED BY (If other than Item 5)		CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Hernandez Engineering, Inc. 17625 El Camino Real Suite 200 Houston, TX 77058	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G.

11. SHIP TO/MARK FOR See Exhibit A.	CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY: Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23681-0001
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( 5 ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA PR: AFA.2128; JO: M3138; RTR: 99230070100; \$10,000 Complete; Applied to Delivery Order #105
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Occupational Safety and Industrial Hygiene Services	Base			\$ 10,000
		Min.			\$ 600,000
		Max.			
		Options			
		Min.			\$ 40,000
		Max.			\$2,400,000
15G. TOTAL AMOUNT OF CONTRACT <span style="float: right;">▷</span>					\$3,000,000

16. TABLE OF CONTENTS							
N	SEC.	DESCRIPTION	PAGE(S)	N	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	14
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENTS	3	X	J	LIST OF ATTACHMENTS -	28
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	7		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	8		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	11				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) See Tripartite Agreement	20A. NAME OF CONTRACTING OFFICER See Tripartite Agreement
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED AUG 01 1996

FILE COPY

TRIPARTITE AGREEMENT

RFP No. 1-122-AF.5381

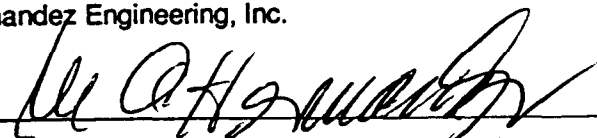
Prime Contract NAS1-96042

Subcontract 0671-96-604363

SIGNATURE PAGE

Subcontractor

Hernandez Engineering, Inc.

By: 

7/29/96  
Date

Miguel A. Hernandez, Jr.

Name & Title

President

This award is made pursuant to 15 U.S.C 637(a). This action is based on the SBA's Contracting Officer relying on the information presented by the 8(a) firm and the procuring agency.

Small Business Administration  
United States of America

By: 

AUG 1 1996

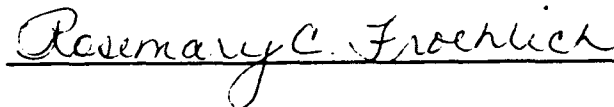
Date

Name & Title

Cleveland Baker

Contracting Officer

National Aeronautics and Space Administration

By: 

7-26-96

Date

Name & Title

Contracting officer

SPECIAL CLAUSE FOR 8(a) TRIPARTITE CONTRACTS

Section 8(a) Award

Reference FAR 52.219-17

SECTION 8(a) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish **Services** set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible-concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).
  - (2) Except for novation agreements and advance payments, delegates to **Hernandez Engineering, Inc.**, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
  - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
  - (4) To notify the **NASA** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of Clause)

## PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SCOPE OF WORK

A. This contract requires the Contractor to furnish services as described in Section C, Statement of Work for occupational safety and industrial hygiene support. The work to be accomplished under this contract, will be issued via delivery order(s). The Contractor shall, upon receipt of duly executed Delivery Order(s), perform all services required by each delivery order. The Contractor shall complete all work and services under this contract within the period of time specified in the Delivery Order(s) to be issued except that no Delivery Order(s) shall be issued hereunder after expiration of this contract.

## B. Contract Line Item Numbers (CLIN)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Occupational Safety and Industrial Hygiene Services	As specified in accordance with individual Delivery Order(s).
2	Contract Documentation as specified in Exhibit A	Not Separately Priced (NSP)

## B.2 CONTRACT MINIMUM

The Government issued Delivery Order(s) under this contract shall provide for a minimum of \$10,000 worth of services for the base year. The Government's guaranteed minimum will be met through the issuance of Delivery Orders.

## B.3 CONTRACT MAXIMUM

The Government issued Delivery Order(s) under this contract shall not exceed a maximum of \$600,000 for the base year.

## B.4 TYPE OF CONTRACT

A. An Indefinite-Delivery/Indefinite-Quantity Cost-Plus-Fixed-Fee contract with completion form delivery orders is contemplated pursuant to FAR 16.504 and 16.306(d)(1). Individual tasks will be negotiated on a completion form basis pursuant to FAR 16.306(a). The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of order requires the Contractor to complete and deliver the specified end product within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the order cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost of the order.

B. The Contractor shall furnish and complete all work and services for each Delivery Order issued under the terms and conditions of the basic contract and each Delivery Order.

C. Pursuant to the Clause FAR 52.216-18, "Ordering" Delivery Order(s) may be issued only if authorized by the Contracting Officer. The Contractor is not obligated to perform work, unless specifically directed by a delivery order issued by the Contracting Officer.

## B.5 FUNDING OF DELIVERY ORDERS

The funds identified in Block 14 of Page 1 will be applied to the first delivery order. Funds for the remaining delivery orders, are obligated by each delivery order and not by the contract itself. Delivery Orders may be fully or incrementally funded. FAR 52.232-20, Limitation of Cost, applies to each fully funded order and FAR 52.232-22, Limitation of Funds, applies to each incrementally funded order.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 STATEMENT OF WORK-- OCCUPATIONAL SAFETY AND INDUSTRIAL HYGIENE SERVICES

#### 1.0 Background

The Office of Safety, Environment, and Mission Assurance (OSEMA) is responsible for the development, implementation, and management of a comprehensive safety, quality and reliability program for the Center. Within OSEMA, the Office of Safety and Facility Assurance (OSFA) establishes safety, reliability, and maintainability policies, technical requirements for the Center's facilities, operations and chemical management of Building 1293A. OSFA plans, develops, and implements controls for the safety of personnel, protection of property and reliable operations of facilities. This Statement of Work defines efforts which support these program elements.

#### 2.0 Scope

The Contractor shall perform the requirements issued under delivery orders to support the safe and reliable operations of Center facilities and the protection of personnel and property. Separate metrics shall be developed for each delivery order. The Contractor shall perform services in the following areas:

- 2.1 Industrial Hygiene
- 2.2 Health Physics
- 2.3 Occupational Safety
- 2.4 Chemical Management

#### 3.0 Industrial Hygiene

The Contractor shall provide surveillance and guidance to assure adequate occupational controls for potential chemical, biological, physical and ergonomic hazards at LaRC. Work authorized by Delivery Orders may include:

- 3.1 Perform facility audits to ensure compliance with established regulations and requirements as defined in 29 CFR 1910 and 29 CFR 1960.
- 3.2 Perform noise dosimetry reviews/surveys in compliance with the LaRC Hearing Conservation Program (Langley Handbook (LHB) 2710.1) and 29 CFR 1910.
- 3.3 Issue safety permits for potential hazardous materials used in accordance with LaRC Potentially Hazardous Material Handbook (LHB 1710.2) and 29 CFR 1910.
- 3.4 Develop, coordinate and present industrial hygiene safety training programs. Each presentation shall be between 20 and 30 minutes in duration and presented to a minimum of 6 separate facilities per month. Provide for the following subject areas:

- Material Safety Data Sheets (MSDS) Initial/Refresher
- Chemical Use/Storage
- Ergonomics
- Confined Space Entry
- Heat Stress
- Cryogenics
- Hazardous Gases
- Industrial Hygiene Equipment
- Respirator Use

### 3.5 Monitoring

3.5.1 Evaluate work environments for sources of air and water contaminants as defined by OSHA and EPA at LaRC.

3.5.2 Prepare written Potentially Hazardous Materials (PHM) Permits for LaRC that are required for hazardous operations in Building 1293A.

3.5.3 Perform exposure monitoring of personnel (civil servants, other contractors and personnel performing work under grants) as required by the PHM Permits or the Chemical Hygiene Plan (CHP) for operations in Building 1293A.

3.6 Asbestos surveillance and inspection requirements as required by the Commonwealth of Virginia, OSHA, and EPA .

3.7 Develop and/or maintain integrated industrial hygiene, safety and facility assurance databases.

3.8 Hearing Conservation duties and responsibilities as outlined in Langley Research Center Noise Control and Hearing Conservation Program (LHB) 2710.1.

3.9 Confined Space Program for LaRC in compliance 29 CFR 1910.

3.10 Review requests for purchase of potentially hazardous materials and determine and assign the appropriate National Fire Protection Agency (NFPA) risk code in accordance with LaRC requirements as defined in LHB 1710.2.

3.11 Annual review of the CHP for Building 1293A per OSHA 29 CFR-1910.

3.12 Research existing literature for health and safety hazards of specific chemicals.

3.12.1 Recommend safe working requirements and required personal protective equipment for new operations.

3.13 Provide a respirator program at LaRC to be in compliance with LHB 1740.2 and 29 CFR 1910.

3.14 Perform basic ventilation surveys of existing health hazard control ventilation systems, in accordance with 29 CFR 1910.

3.15 Review designs, work orders, plans, or specifications within 24 hours of receipt for areas of industrial hygiene concerns. This review shall include documents involving advanced ventilation and use of high hazard chemicals, such as carcinogens, in accordance with LaRC and 29 CFR 1910 requirements. Document reviews shall include any requirements for basic asbestos detection, recognition of noise and chemical safety concerns, and recommendations for control.

3.16 Respond to indoor air quality problems and other health hazard related complaints and perform an initial investigation.

#### 4.0 Health Physics

The Contractor shall provide surveillance and guidance to assure adequate controls for work place health hazards arising from the use of radioactive materials, ionizing radiation such as produced by x-ray machines and accelerators, and sources of non-ionizing radiation such as lasers and including sources emitting at infrared, ultraviolet and visible wavelengths. Work authorized by Delivery Orders may include:

4.1 Health physics assessments/audits of ionizing and non-ionizing radiation sources as defined in the LHBs 1710.5 and 1710.8, 29 CFR 1910, and the Nuclear Regulatory Commission (NRC).

4.2 Radiation safety duties as outlined in Langley Handbook (LHB) 1710.5 and 1710.8.

4.3 Inspections/surveys of laboratories to ensure compliance with Nuclear Regulatory Commission (NRC) licensing requirements.

4.4 Radiation dosimetry, bioassay, and calibration programs in accordance with LHBs 1710.5 and 1710.8, 29 CFR 1910, and the NRC.

4.5 Environmental monitoring to include surveys of high activity field radiography.

4.6 Evaluate laser permits for projects at LaRC.

4.7 Evaluate radiation permit for projects at LaRC.

4.8 Administer the Center's film badge and radiation dosimetry program.

4.9 Review radioactive materials, renewals and modifications in accordance with delivery order specifications.

4.10 Develop, coordinate and present training programs for ionizing and non-ionizing radiation workers.

4.11 Maintain and renew LaRC's radioactive materials license(s).

#### 5.0 Occupational Safety

The Contractor shall perform surveillance and guidance for personnel engaged in work activities covered by the Occupational Safety and Health Act and other pertinent NASA safety programs at all Center facilities and operations. Work authorized by Delivery Orders may include:

5.1 Annual safety surveys and inspections of LaRC facilities in compliance with OSHA, NASA and LaRC standards.

5.2 Investigate accidents at LaRC in accordance with NASA Agency requirements as defined in NHB 1700.1 (V-1-B), "NASA Safety Policy and Requirements Document".

5.3 Disseminate safety information.

5.4 Develop, coordinate and present safety awareness programs to include:



- Eye, Hand and Foot Safety
- Office Safety
- Confined Space Awareness.

5.5 Develop and/or maintain integrated occupational safety and facility assurance databases.

5.6 Operate LaRC Cablevision Channel 11 (LaRC - OSEMA Safety Channel), and the Center's Emergency Broadcast System.

5.7 Write the monthly safety newsletter, LaRC Safety News.

5.8 Test, certify, and recertify LaRC Safety Operators.

5.9 Test, certify, and recertify LaRC overhead crane operators.

5.10 Develop and maintain a certification program for wind tunnel technicians/operators.

## 6.0 Chemical Management

The contractor shall provide on-site chemical management services in accordance with Langley Handbooks LHB 1710.12, Potentially Hazardous Materials and LHB 1740.2, Facility Safety Requirements, EPA 40 CFR, DOT 40 CFR, and OSHA 29 CFR as it relates to the safe use of chemicals in the work place. Work authorized by Delivery Orders may include:

6.1 Chemical receipt. Perform check-in, date, affix hazard labeling, such as NFPA coding, and inventory bar-code to all chemicals within two (2) working days of receipt.

6.2 Chemical transfer. Coordinate delivery of items requested from the chemical storeroom, including safely transporting of 1 gallon containers of chemicals within the facility. This task involves transporting up to 10 containers of chemicals daily.

6.3 Chemical storage. Classify and assign proper storage requirements for all chemicals stored in Building 1293A. Maintain an organized, locked chemical storeroom for chemicals not being used in a current research project.

6.4 Chemical shipment. Prepare NASA-Langley Form 44--Hazardous Material-Procurement - Inventory and Storage Record, and obtain LaRC signatures for the proper shipping documents NASA-Langley Form 52--Shipping/Transfer Document or 52B--Shipping Document for Non-Controlled Property. Arrange for the transport of items including the required paperwork.

6.5 Chemical disposal in Building 1293A.

6.6 Chemical Inventory Database. Maintain a computerized database for all chemicals in Building 1293A. This data base shall be updated daily to include additions and transfers of all chemicals.

6.7 MSDS. Receive and file MSDS's for all chemicals entering Building 1293A. Obtain any missing MSDS's for all chemicals and enter into the MSDS files.

## SECTION D - PACKAGING AND MARKING

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

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

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

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

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE (NASA 18-52.212-74) (DEC 1988)

The period of performance of this contract shall be 12 months from the effective date of this contract.

### F.2 COMPLETION DATE FOR DELIVERY ORDERS

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order not to exceed the completion date of the contract. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

### F.3 PLACE OF DELIVERY (LaRC 52.212-92) (OCT 1992)

Delivery shall be f.o.b. destination:

As specified in delivery orders.

### F.4 PLACE(S) OF PERFORMANCE (LaRC 52.212-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility, NASA, Langley Research Center, Hampton, Virginia; and other sites as may be designated by delivery order.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 18-52.216-87) (DEC 1988)**

(a) Public vouchers for payment of costs and fee shall include references to this contract NAS1-96042 and your taxpayer identification number. Each voucher shall have separate itemization for each delivery order and be forwarded to:

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

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

Cost vouchers shall be submitted for approval through:

DCAA  
8876 Gulf Freeway, Suite 500  
Houston, TX 77017-6544

Fee vouchers shall be submitted for approval through:

Contracting Officer, MS 126  
NASA LaRC  
Hampton, VA 23681-0001

(b) The Contractor shall prepare cost and fee vouchers as follows:

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

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

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

- (I) Original Financial Management Division;
- (ii) Copy 1 NASA Contracting Officer;
- (iii) Copy 2 Auditor;
- (iv) Copy 3 Contractor; and
- (v) Copy 4 Contract administration office.

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

**G.2 PAYMENT****A. Cost**

Payment of cost will be made in monthly installments.

**B. Fee**

No monthly installment of fixed fee shall exceed the proportion of the cost incurred to the estimated cost of a delivery order. Notwithstanding, any payments shall be subjected to the withholding provisions of the clause of this contract entitled, "Fixed Fee." If the Contracting Officer determines that the provisional payment of fee on the above basis results in, or has resulted in, payment at a rate in excess of the percentage of delivery order work completed, the Government has the right to reduce any payment by requiring a refund and/or adjustment of any payment to be made by the estimated amount of such excess.

**G.3 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES (NASA 18-52.245-77)  
(MAR 1989)**

In accordance with the Installation Provided Government Property clause of this contract, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at the NASA installation.

(a) Office space, work area space, utilities and existing furniture. The Contractor shall use Government telephones for official purposes only.

(b) Existing general- and special-purpose equipment.

(1) Existing equipment to be made available to the Contractor for use in performance of this contract on-site and at such other locations as approved by the Contracting Officer is listed in Exhibit D. The Government retains accountability for this property under the Installation-Provided Government Property clause, regardless of its authorized location.

(2) The Contractor shall not acquire property as a direct cost under this contract unless expressly authorized by the Contracting Officer. When authorized, this property also shall become accountable to the Government upon its entry into the NASA Equipment Management System (NEMS) in accordance with the property-reporting requirements of this contract.

(3) The Contractor shall advise the Contracting Officer, in writing, before it brings property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, on-site for use under this contract.

(c) Publications and blank forms stocked by the installation.

(d) Institutional fire and security protection necessary to protect NASA facilities.

(e) Installation service facilities:

(f) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(g) Cafeteria privileges for Contractor employees during normal operating hours.

(h) Building maintenance for facilities occupied by Contractor personnel.

(i) Moving and hauling of Government property.

(j) The responsibilities of the Contractor as contemplated by paragraph (a) of the Installation-Provided Government Property clause are defined in the following property management directives and installation supplements to these Directives:

- (1) NHB 4200.1, NASA Equipment Management Manual.  
 (2) NHB 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.  
 (3) NHB 4300.1, NASA Personal Property Disposal Manual.  
 (4) NHB 4100.1, NASA Materials Inventory Management Manual.

#### G.4 PROVIDING FACILITIES TO CONTRACTORS

A. In accordance with FAR 45.302-1, it is policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Facilities" include real property and plant equipment including personal property such as general purpose off-the-shelf equipment, machine tools, test equipment, furniture and vehicles. "Facilities" do not include material, special test equipment, special tooling or agency-peculiar property.

B. In keeping with the policy set forth in FAR 45.302-1, the Government will not provide NEW "facilities".

C. However, the Government will provide EXISTING facilities as listed in G.3 and Exhibit D. Any of these existing facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be replaced by the Contractor, if the facilities are still needed for contract performance.

D. Notwithstanding the "Allowable Cost and Payment" clause of this contract, cost of facilities are not an allowable cost except when charged to this contract in accordance with your approved accounting system.

#### G.5 DELIVERY ORDERS

A. The services to be provided within the areas outlined in Section C, Description/ Specifications/Work Statement, will be more specifically directed in a completion form fashion by means of written delivery orders. All orders will be on Optional Form 347 (or a facsimile thereof) and issued solely by the Contracting Officer.

B. The resultant delivery order will be negotiated between the Government and the Contractor. The Contractor shall submit both a technical and cost proposal in response to a Work Statement. The technical proposal shall fully describe the Contractor's approach to accomplish the work, including a schedule for performance and a description of all deliverables to be submitted. The Contracting Officer is responsible for determining reasonableness of pricing for each delivery order requirement. Proposals shall include sufficient details to support and explain all costs proposed giving figures and narrative explanation. The cost proposal shall identify the labor costs, indirect burden and all other direct costs (e.g. materials, travel and subcontractors). Similar information shall be submitted for each subcontractor proposed.

C. Delivery order shall contain, as a minimum, the following information:

1. Date of order, contract number and order number;
2. Description of requirement with applicable milestones;
3. Period of performance citing the required completion date and/or delivery schedule;
4. Government-furnished items, if any;
5. Written or oral reporting requirements for the particular delivery order;

6. Available Funding;
7. Estimated Cost; and
8. Fixed Fee.

D. The Contractor shall acknowledge acceptance of each delivery order by signing and returning a copy within seven calendar days. Delivery orders not accepted by the Contractor will not be binding on the Contractor.

#### G.6 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) 864-7765.

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 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by unilateral written notice to the Contractor within the current contract period of performance; provided, that the Government shall give the Contractor a preliminary notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

#### H.2 OPTIONS

##### Priced Options/Extended Term

Pursuant to the H.1 clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for four additional

periods of 12 months each for the procurement of CLINs 3-10, respectively. Such options are to be exercisable by issuance of a unilateral modification. In the event an option year is exercised, the Government guarantees a minimum order of \$10,000 of services. Government ordering will not exceed a maximum of \$600,000 of services for each of the option years. The Government issued Delivery Orders under this contract shall not exceed a maximum of \$3,000,000 including the option years.

<u>CLINs</u>	<u>DESCRIPTION</u>	<u>VALUE</u>	<u>AMOUNT</u>
<u>Option Year 1</u>			
3	Occupational Safety and Industrial Hygiene	Minimum \$ 10,000 Maximum \$600,000	As specified in accordance with individual Delivery Order(s).
4	Contract Documentation as specified in Exhibit A		Not Separately Priced (NSP)
<u>Option Year 2</u>			
5	Occupational Safety and Industrial Hygiene	Minimum \$ 10,000 Maximum \$600,000	As specified in accordance with individual Delivery Order(s).
6	Contract Documentation as Exhibit A		Not Separately Priced specified in (NSP)
<u>Option Year 3</u>			
7	Occupational Safety and Industrial Hygiene	Minimum \$ 10,000 Maximum \$600,000	As specified in accordance with individual Delivery Order(s).
8	Contract Documentation as specified in Exhibit A		Not Separately Priced (NSP)
<u>Option Year 4</u>			
9	Occupational Safety and Industrial Hygiene	Minimum \$ 10,000 Maximum \$600,000	As specified in accordance with individual Delivery Order(s).
10	Contract Documentation as specified in Exhibit A		Not Separately Priced (NSP)

### H.3 CONTRACTOR EMPLOYEE'S SECURITY CLEARANCE (LaRC 52.204-90) (OCT 1992)

By virtue of their particular work assignment, certain Contractor employees, may be required to have a security clearance granted in accordance with DOD 5220.22M, "Department of Defense Industrial Security Manual for the Safeguarding of Classified Information (ISM)". Clearances will be issued by the Department of Defense (DOD). Within 10 working days after an employee is identified by the Government and/or the Contractor as requiring a SECRET or higher clearance, the Contractor shall submit to the Contracting Officer evidence of the submittal of a request for clearance to DOD for such employee. If the clearance for an employee has not been issued by DOD within 120 calendar days of the submittal of the request for clearance to DOD, the Contractor may be required to remove the employee from the contract.

### H.4 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LaRC 52.204-91) (NOV 1991)

Prior to reporting to Langley Research Center (LaRC) to perform under a contract or grant, each Foreign National shall have approval for access to LaRC facilities from NASA Headquarters,

International Relations Division (Code XID). A copy of the access authorization request shall be provided to the LaRC Chief of Security. Additionally, an investigation by the Government shall be completed on each Foreign National contractor prior to reporting to LaRC to perform under a contract or grant. A properly executed "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card shall be submitted to the LaRC Security Office, Mail Stop 182, for each Foreign National contractor at least 75 days prior to the estimated entry on duty date. The NF 531 and fingerprint card may be obtained from the LaRC Security Office. If the access approval is obtained from NASA Headquarters prior to completion of the investigation, and the Contracting Officer requires a Foreign National to work on LaRC, an escort request may be considered by the LaRC Chief of Security.

#### H.5 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.6 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (MAR 1989)

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated July 5, 1996 hereby incorporated herein by reference.

#### H.7 PUBLIC RELEASE OF INFORMATION PERTAINING TO THIS CONTRACT

Before any proposed public release of information pertaining to this contract, the work called for thereunder shall be submitted to the Contracting Officer for approval prior to release. No information shall be released without written approval from the Contracting Officer.

#### H.8 CONTRACTING OFFICER'S AUTHORITY

No oral or written statement of any person other than the Contracting Officer's will in any manner or degree modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and the Government will not be obligated to make an adjustment in the delivery order price to cover any increase in cost incurred as a result thereof, or any other terms.

#### H.9 HANDLING OF DATA

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:



## (b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access to, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data and computer software) of third parties which NASA has agreed to handle under protective arrangements, as well as such NASA data for which NASA intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or NASA data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by the Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

## (c) Data first produced.

Data first produced by the Contractor under this contract may include data for which NASA wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to NASA, or to third parties at NASA's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends in no way affect the Contractor's or NASA's rights to such data as provided in the "Rights in Data--General" clause of this contract.

## PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

## I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.204-2	Security Requirements (APR 1984)
52.207-3	Right of First Refusal of Employment (NOV 1991)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-5	New Material (MAY 1995)

52.215-2 Audit and Records--Negotiation (OCT 1995)  
 52.215-22 Price Reduction for Defective Cost or Pricing Data (OCT 1995)  
 52.215-24 Subcontractor Cost or Pricing Data (OCT 1995)  
 52.215-27 Termination of Defined Benefit Pension Plans (MAR 1996)  
 52.215-33 Order of Precedence (JAN 1986)  
 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (MAR 1996)  
 52.216-7 Allowable Cost and Payment (JUL 1991)  
 52.216-8 Fixed Fee (APR 1984)  
 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)  
 52.219-14 Limitations on Subcontracting (JAN 1991)  
 52.222-1 Notice to the Government of Labor Disputes (APR 1984)  
 52.222-3 Convict Labor (APR 1984)  
 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)  
 52.222-26 Equal Opportunity (APR 1984)  
 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)  
 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)  
 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)  
 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)  
 52.223-2 Clean Air and Water (APR 1984)  
 52.223-6 Drug-Free Workplace (JUL 1990)  
 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)  
 52.227-1 Authorization and Consent (JUL 1995)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (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 (MAR 1996)  
 52.232-9 Limitation on Withholding of Payments (APR 1984)  
 52.232-17 Interest (JAN 1991)  
 52.232-20 Limitation of Cost (APR 1984)  
 52.232-22 Limitation of Funds (APR 1984)  
 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 (OCT 1995) Alternate I (DEC 1991)  
 52.233-3 Protest After Award (OCT 1995) Alternate I (JUN 1985)  
 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)  
 52.237-3 Continuity of Services (JAN 1991)  
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)  
 52.242-3 Penalties for Unallowable Costs (OCT 1995)  
 52.242-15 Stop-Work Order (AUG 1989)--Alternate I (APR 1984)  
 52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)  
 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (MAR 1996) Alternate I (JUL 1995)  
 52.244-5 Competition in Subcontracting (JAN 1996)  
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)  
 52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)  
 52.246-25 Limitation of Liability - Services (APR 1984)  
 52.249-6 Termination (Cost-Reimbursement) (MAY 1986)  
 52.249-14 Excusable Delays (APR 1984)

## NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
18-52.208-81	Restrictions on Printing and Duplicating (AUG 1993)
18-52.212-70	Notice of Delay (DEC 1988)
18-52.216-75	Payment of Fixed Fee (DEC 1988)
18-52.216-89	Allowable Cost and Payment (APR 1994)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.223-70	Safety and Health (SEP 1993)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-70	Technical Direction (SEP 1993)
18-52.242-72	Observance of Legal Holidays (AUG 1992)
18-52.242-73	NASA Contractor Financial Management Reporting (APR 1994)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989)

## I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.252-2	Clauses Incorporated by Reference (JUN 1988)
52.203-9	Requirement for Certificate of Procurement Integrity - Modification (SEP 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.208-8	Helium Requirement Forecast and Required Sources for Helium (FEB 1995)
52.216-18	Ordering (OCT 1995)
52.216-19	Order Limitations (OCT 1995)
52.216-22	Indefinite Quantity (OCT 1995)
52.219-17	Section 8(a) Award (FEB 1990)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.223-14	Toxic Chemical Release Reporting (OCT 1995)
52.232-25	Prompt Payment (MAR 1994)
52.242-13	Bankruptcy (JUL 1995)
18-52.204-75	Security Classification Requirements (SEP 1989)

## I.3 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.4 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (SEP 1995)

- (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. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (SEP 1995)

(1) I, \_\_\_\_\_  
[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 \_\_\_\_\_(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

\_\_\_\_\_  
[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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
[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 HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (FAR 52.208-8) (FEB 1995)

(a) Definitions.

"Bureau helium distributor" means a private helium distributor which has established and maintains eligibility to distribute helium purchased from the Bureau of Mines, as specified in 30 CFR 602.

"Bureau of Mines," as used in this clause, means the Department of the Interior, Bureau of Mines, Helium Field Operations, located at 801 South Fillmore Street, Amarillo, TX 79101-3545.

"Helium requirement forecast" means an estimate by the Contractor or subcontractor of the amount of helium required for performance of the contract or subcontract.

"Major helium requirement" means a helium requirement during a calendar month of 5,000 or more standard cubic feet (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature), including liquid helium gaseous equivalent. In any month in which the major requirement threshold is met, all helium purchased during that month is considered part of the major helium requirement.

(b) Requirements - (1) Helium Requirement Forecast. The Contractor shall provide to the Contracting Officer a helium requirement forecast, point of contact, and telephone number within ten days of award.

(2) Sources of Helium. Except for helium acquired by the Contractor before the award of this contract, and to the extent that supplies are readily available, the Contractor shall purchase all major requirements of helium from--

(i) The Department of the Interior's Bureau of Mines;

(ii) A Bureau helium distributor (a copy of the "List by Shipping Points of Private Distributors Eligible to Sell Helium to Federal Agencies," may be obtained from the Bureau of Mines); or

(iii) A General Services Administration Federal Supply Schedule contract, if use is authorized by the Contracting Officer (see Subpart 51.1);

(3) Promptly upon award of any subcontract or order that involves a major helium requirement, the Contractor shall provide to the Bureau of Mines, and to the Contracting Officer, written notification that includes--

(i) The prime contract number;

(ii) The name, address and telephone number of the subcontractor, including a point of contact; and

(iii) A copy of the subcontractor's helium requirement forecast.

(c) Subcontracts - (1) The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves furnishing of a major helium requirement.

(2) When a subcontract involves a major helium requirement, the following statement shall be included: Helium furnished under this contract or order shall be helium that has been purchased from the Bureau of Mines or a listed Bureau helium distributor.

#### I.7 FIXED FEE (FAR 52.216-8) (APR 1984)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.



(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

#### I.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months.

#### I.10 SECTION 8(a) AWARD (FAR 52.219-17) (FEB 1990)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the National Aeronautics and Space Administration, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting agency shall give advance notice to the SBA before it issues a

final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the National Aeronautics and Space Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

#### I.11 RESERVED

#### I.12 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 zero 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.13 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (OCT 1995)

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and Section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract -

(1) Manufacture, process or otherwise use any toxic chemicals listed under Section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) Have 10 or more full-time employees as specified in Section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under Section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in Paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt -

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall -

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this Paragraph (e).

#### I.14 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994)

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.

(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(4)), 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., periodic 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.

(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.

#### 1.15 BANKRUPTCY (FAR 52.242-13) (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, 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.

#### 1.16 SECURITY CLASSIFICATION REQUIREMENTS (NASA 18-52.204-75) (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Exhibit B.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

- Exhibit A      Contract Documentation Requirements, 3 pages**
- Exhibit B      DD 254, 2 pages**
- Exhibit C      Safety and Health Plan, 13 pages**
- Exhibit D      Installation-Provided Government Property, 2 pages**

EXHIBIT A  
CONTRACT DOCUMENTATION REQUIREMENTS



**EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS**

**I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS**

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

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

**C. 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. In the event the Government exercises its options to extend the term of the contract, the Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under the extension.

**D. Performance Reports**

**1. Monthly Reports--**The Contractor shall submit monthly performance reports of work accomplished during each month of contract performance per active delivery order. Reports shall be in narrative form and brief and informal in content. Monthly reports shall include a description of overall progress, an indication of any current problems which may impede performance to include proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period. In addition, the following monthly data shall be included in a format to be Contractor selected:

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

**2. Weekly Reports--**The Contractor shall submit weekly reports as required by some of the delivery orders. These reports shall be a graph representing the work accomplished and a narrative indicating any corrective action.

**E. 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 successive months for the reporting a. and c. of paragraph 2. below.)

**2.** For this delivery order contract a 533M shall be provided for the reporting levels identified below:

- a. Each active Delivery Order
- b. Contract Total (Includes the sum of Items a. and b.) Closed delivery orders will be summarized on cover page of each 533M.

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

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

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

- a. Direct Labor Dollars
- b. PM&A
- c. Total Direct Labor Cost
- d. Overhead
- e. ODC
- f. G&A
- g. Total Estimated Cost
- h. Fee
- i. Total Estimated Cost and Fee

The submission of these reports does not relieve the Contractor of its responsibility under the FAR Clause, 52.232-20, Limitation of Cost or FAR 52.232-22, Limitation of Funds.

## II. DOCUMENT DISTRIBUTION REQUIREMENTS

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

National Aeronautics and Space Administration  
Langley Research Center  
Attn: \_\_\_\_\_, Mail Stop \_\_  
Contract NAS1- 96042  
Hampton, VA 23681-0001

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

A--Contract Specialist, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop 429

C--Safety Manager, Mail Stop 429

D--According to instructions on form

E-- Cost Accounting, Mail Stop 175

C. The following are the distribution requirements for reports and other documentation required with the numeral following the letter code specifying the number of copies to be provided:

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report	A-1, B-2, E-1
Performance Reports	A-1, B-2
Quarterly Accident/Injury Report	A-1, B-1, C-1
Federal Contractor Veterans Employment Report (VETS-100)	D

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.

EXHIBIT B

DD 254

# EXHIBIT B

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <b>SECRET</b> b. LEVEL OF SAFEGUARDING REQUIRED <b>NONE</b>	
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>		
<b>X</b>	a. PRIME CONTRACT NUMBER <b>NASI-96042</b>		<b>X</b>	a. ORIGINAL (Complete date in all cases) Date (YYMMDD) <b>96-07-24</b>	
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)      Revision No. Date (YYMMDD)	
	c. SOLICITATION OR OTHER NUMBER      Due Date (YYMMDD)			c. FINAL (Complete item 5 in all cases) Date (YYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <i>If Yes, complete the following:</i> Classified material received or generated under _____ (Preceding Contract Number) is transferred to the follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <i>If Yes, complete the following:</i> In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE <b>HERNANDEZ ENGINEERING, INC. 17625 EL CAMINO REAL SUITE 200 HOUSTON, TX, 77058</b>		b. CAGE CODE <b>2Y303</b>	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <b>DEFENSE INVESTIGATIVE SERVICES DIRECTOR OF INDUSTRIAL SECURITY 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1211</b>		
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE <b>N/A</b>		b. CAGE CODE <b>N/A</b>	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <b>N/A</b>		
<b>B. ACTUAL PERFORMANCE</b>					
a. LOCATION <b>NASA LANGLEY RESEARCH CENTER HAMPTON, VA 23681-0001</b>		b. CAGE CODE <b>N/A</b>	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <b>N/A</b>		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> <b>OCCUPATIONAL SAFETY AND INDUSTRIAL HYGIENE SERVICES</b>					
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>					
	YES	NO			NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<b>X</b>	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES
b. RESTRICTED DATA		<b>X</b>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<b>X</b>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<b>X</b>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<b>X</b>
d. FORMERLY RESTRICTED DATA		<b>X</b>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<b>X</b>
e. INTELLIGENCE INFORMATION:		<b>X</b>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<b>X</b>
(1) Sensitive Compartmented Information (SCI)		<b>X</b>	e. PERFORM SERVICES ONLY		<b>X</b>
(2) Non-SCI		<b>X</b>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., GUATEMALA, U.S. POSSESSIONS, AND OTHER TERRITORIES		<b>X</b>
1. SPECIAL ACCESS INFORMATION		<b>X</b>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER, DTIC, OR OTHER SECONDARY DISTRIBUTION CENTER		<b>X</b>
2. NATO INFORMATION		<b>X</b>	h. REQUIRE A COMSEC ACCOUNT		<b>X</b>
3. FOREIGN GOVERNMENT INFORMATION		<b>X</b>	i. HAVE TEMPEST REQUIREMENTS		<b>X</b>
4. LIMITED DISSEMINATION INFORMATION		<b>X</b>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<b>X</b>
5. FOR OFFICIAL USE ONLY INFORMATION		<b>X</b>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<b>X</b>
6. OTHER (Specify)			l. OTHER (Specify)		

# EXHIBIT B

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U. S. Government authority. Proposed public release shall be submitted for approval.

Direct  Through (Specify):

N/A

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DOD User Agencies, requests for disclosure shall be submitted by that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for the classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance of the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

**THE CONTRACTOR HAS NO PERFORMANCE REQUIREMENTS INVOLVING ACTUAL GENERATION OR PRODUCTION OF CLASSIFIED MATERIAL FOR LANGLEY RESEARCH CENTER, HOWEVER THERE IS A NEED FOR ACCESS TO CLASSIFIED INFORMATION TO WORK ON ASSIGNED TASK UNDER THE CONTRACT.**

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)  YES  NO

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)  YES  NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

<b>a. TYPED NAME OF CERTIFYING OFFICIAL</b> Sam A. Harvey	<b>b. TITLE</b> Program Security Team Leader	<b>c. TELEPHONE (Include Area Code)</b> 804-864-6507
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**d. ADDRESS (Include Zip Code)**  
 NASA LANGLEY RESEARCH CENTER  
 M/S 182  
 HAMPTON VA. 23681-0001

**17. REQUIRED DISTRIBUTION**

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | a. CONTRACTOR  |
| <input type="checkbox"/>            | b. SUBCONTRACTOR   |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR           |
| <input type="checkbox"/>            | d. U. S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER                              |
| <input type="checkbox"/>            | f. OTHERS AS NECESSARY   |

**e. SIGNATURE**  


— EXHIBIT C  
SAFETY AND HEALTH PLAN

EXHIBIT D

INSTALLATION-PROVIDED GOVERNMENT PROPERTY



NASA ECN	ITEM DESCRIPTION	MODEL #	SERIAL #	MFG.	DATE OF PURCHASE	UNIT PRICE
G075860	COMPUTER, MICRO	A002	277517	COMPUADD	6/26/90	\$1,439
G075862	DISPLAY UNIT	51086	00402425	COMPUADD	6/26/90	\$359
G075863	COMMUNICATIONS	2400	079825	COMPUADD	6/26/90	\$129
G075864	DISK DRIVE UNIT	CDR1503S	K9L057659	HITACHI MFG CO	6/26/90	\$1,131
G079874	ANALYZER	JEROME431	01173	ARIZONA INSTRUMENT CORP	1/29/91	\$5,225
0020499	DOSIMETER	SP57	570031	SIPIN ANATOLE J.	1/29/91	\$1,425
0021698	DETECTOR, GAS	GX86	HCX3424	GASTECH INC	2/4/92	\$2,600
0142176	DETECTOR, RADIATION	SRM100	147	EBERLINE INSTRUMENT CORP	7/31/87	\$650
0282425	DISPLAY UNIT	IBM51S4001	0046444	INTERNATIONAL BUSINESS M	5/24/85	\$679
0284910	SURVEY METER	8316	03016	NARDA MICORWAVE CORP	7/23/75	\$3,652
0420192	TYPEWRITER	895	2219787	INTERNATIONAL BUSINESS M	7/1/73	\$683
0430979	SURVEY METER	E500B	519	EBERLINE INSTRUMENT CORP	5/23/79	\$590
0430983	SURVEY METER	2650	745	NUCLEAR INSTRUMENTS INC	9/1/63	\$350
0430985	SURVEY METER	PRMS	949	EBERLINE INSTRUMENT CORP	7/30/79	\$676
0430999	MONITOR, OXYGEN	1314	F0735	GASTECH INC	1/13/83	\$1,060
0431000	ANALYZER, OXYGEN	OX80	801654	GASTECH INC	1/13/83	\$520
0431489	SURVEY METER	8306B	04012	NARDA MICROWAVE CORP	6/23/77	\$2,371
0464447	SURVEY METER	R03	512	EBERLINE INSTRUMENT CORP	3/26/80	\$820
0530953	ANALYZER, SPECTRUM, AUDI	IE30A	805A209	IVIE ELECTRONICS INC	7/13/78	\$2,660
0801310	RECEIVER, RADIO, BEEPER	BA03BPB5961AA	0151926	MOTOROLA COMMUNICATIONS	12/13/91	\$159
0801311	RECEIVER, RADIO, BEEPER	BA03BPB5961AA	0152370	MOTOROLA COMMUNICATIONS	12/13/91	\$159
0801312	RECEIVER, RADIO, BEEPER	BA03BPB5961AA	0151950	MOTOROLA COMMUNICATIONS	12/13/91	\$159
0802811	RECEIVER, RADIO, BEEPER	A03BPB5961CA	0157812	MOTOROLA INC AUTOMOTIVE	10/7/93	\$119
0848865	DETECTOR, GAS	500FCH	11908465	NEOTRONICS OF N AMERICA	1/17/90	\$1,785
1084252	DOSIMETER	DB3100	1840	METRONICS ASSOCIATES INC	3/25/91	\$1,739
1084253	DOSIMETER	DB3100	1842	METRONICS ASSOCIATES INC	2/26/91	\$1,739
1084254	DOSIMETER	DB3100	1846	METRONICS ASSOCIATES INC	2/26/91	\$1,739
1084255	DOSIMETER	DB3100	1830	METRONICS ASSOCIATES INC	2/26/91	\$1,739
1086566	ANALYZER, AIR	MIRAN1BOX	700276	FOXBORO CO F-WILKS SCIEN	6/25/91	\$15,485
1087206	COMPUTER, MICRO	316SX	OCQD4	DELL COMPUTER CORP F-PC	7/31/91	\$1,429
1087207	DISPLAY UNIT	VC2	W410055577	DELL COMPUTER CORP F-PC	7/31/91	\$359
1087208	PRINTER, ADP	LQ510	0630238117	EPSON AMERICA INC	7/31/91	\$284
1087366	PRINTER, ADP	KV-P4420	1EMAVF67394	MATSUSHITA ELEC INDUS CO	8/12/91	\$798
1087367	COMPUTER, MICRO	A002	477669	COMPUADD	8/12/91	\$1,938
1087368	DISPLAY UNIT	51091	10606045	COMPUADD	8/12/91	\$409
1089181	TESTER, FLASH POINT	01SF	2703	ERDCO ENGINEERING CO	11/1/91	\$2,513
1156641	PRINTER, ADP	KX-P4410	2AMBRA17366	MATSUSHITA ELEC INDUS CO	8/31/92	\$848
1160405	ANALYZER, SOUND	DB3100	3284	METROSONICS INC	4/19/93	\$1,450
1160406	ANALYZER, SOUND	DB3100	3287	METROSONICS INC	4/19/93	\$1,450
1160407	ANALYZER, SOUND	DB3100	3233	METROSONICS INC	4/19/93	\$1,450

NASA ECN	ITEM DESCRIPTION	MODEL #	SERIAL #	MFG.	DATE OF PURCHASE	UNIT PRICE
1160408	ANALYZER, SOUND	DB3100	3291	METROSONICS INC	4/19/93	\$1,450
1160409	ANALYZER, SOUND	DB3100	3288	METROSONICS INC	4/19/93	\$1,450
1257623	SURVEY METER	3	106912	LUDLUM MEASUREMENTS INC	10/28/93	\$360
1257644	SURVEY METER	8616	30035	NARDA MICROWAVE CORP	12/20/93	\$2,556
1425217	ANALYZER, GAS	NONE	NONE	MINE SAFETY APPLIANCES C	5/31/95	\$3,929
1427155	COMPUTER, MICRO	BABY AT	3774948	GATEWAY 2000	10/18/95	\$1,637
1427156	DISPLAY UNIT	CPD15F13	8822380	SONY CORP	10/18/95	\$400
1157636	COMPUTER, MICRO	M5780	F12333W6724	APPLE COMPUTER INC	10/6/92	\$2,213
1085467	COMPUTER, MICRO	M5780ICI	F11112MM	APPLE COMPUTER INC	5/7/91	\$3,757
1157636	COMPUTER, MICRO	M5780	F12333W6724	APPLE COMPUTER INC	10/6/92	\$2,213
0060828	DISPLAY UNIT	M0401	5189028	APPLE COMPUTER INC	4/3/89	\$729