

MCA5 CAMP LEJEUNE

5ND LANTDIV 4-4280/7 (8-67)

CONTRACT

CONTRACT NO. N62470-89-C-4826

ROBERT AND COMPANY

(Contractor)

ARCHITECTURAL-ENGINEERING SERVICES

for

FOR FY 92 MCON PROJECT P-853, VEHICLE READY FUEL STORAGE, MARINE CORPS BASE,
CAMP LEJEUNE, NORTH CAROLINA

and

FY 92 MCON PROJECT P-545, AIRCRAFT RAPID REFUELER STATION,
MARINE CORPS AIR STATION, NEW RIVER, NORTH CAROLINA



DEPARTMENT OF THE NAVY

ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK, VIRGINIA 23511-6287

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.
N62470- 89-C-4826

2. DATE OF CONTRACT
15 MAY 1990

3A. NAME OF ARCHITECT-ENGINEER
ROBERT AND COMPANY

CIS NO.
CAGE 60061

3B. TELEPHONE NO. (Include Area Code)
404-577-4000

3C. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)
96 Poplar Street, N. W.
Atlanta, Georgia 30335-6001

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)
Department of the Navy
Commander, Atlantic Division
Naval Facilities Engineering Command
Norfolk, Virginia 23511-6287

5. PROJECT TITLE AND LOCATION
ARCHITECTURAL-ENGINEERING SERVICES
FOR FY 92 MCON PROJECT P-853, VEHICLE READY FUEL STORAGE, MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA
AND
FY 92 MCON PROJECT P-545, AIRCRAFT RAPID REFUELER STATION, MARINE CORPS AIR STATION,
NEW RIVER, NORTH CAROLINA

6. CONTRACT FOR (General description of services to be provided)

Furnish all Architectural-Engineering Services, travel and subsistence necessary to perform the services for FY 92 MCON Project P-853, Vehicle Ready Fuel Storage, Marine Corps Base, Camp Lejeune, North Carolina and FY 92 MCON Project P-545, Aircraft Rapid Refuel Station, Marine Corps Air Station, New River, North Carolina, as shown in Appendixes A and B of 4 May 1990, attached hereto and made a part hereof, all as directed by the Officer in Charge.

The initial services for P-853 is to provide (0-35%) plans, specifications and cost estimates, as shown in Appendix A of 4 May 1990 and initial services for P-545 is to provide Engineering Services to update DD Form 1391, as shown in Appendix B of 4 May 1990, attached hereto and made a part hereof.

The services required, Government options and completion schedules are shown in Appendixes A and B. All services under this contract shall be completed by 30 September 1995.

The services shall be performed in accordance with LANTDIV NORVA 4-4330/89C (Rev 5/88), "Guide for Architect-Engineer Firms", and the submittals shall be in accordance with directives and procedures contained therein.

7. CONTRACT AMOUNT (Express in words and figures)

ONE HUNDRED AND FOUR THOUSAND FIVE HUNDRED TWO AND 00/100 DOLLARS (\$104,502.00)

8. NEGOTIATION AUTHORITY

P. L. 92-582 (40 U.S.C. 541)

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

APPROPRIATION	OC	BCN	AAA	II	PAA	CC	
AA1701205.2503	032	05205/0	062470	2A	000000	M67001-853-F92	\$97,306.00
AD1701205.2503	032	05205/0	062470	2A	000000	M62573-545-F92	\$7,196.00
							\$104,502.00

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

- a. Solicitation Provisions and Representations and Certifications (Architect-Engineer Fixed-Price Contract)
- b. "Contract Clauses (Architect-Engineer Fixed-Price Contract)."
- c. Wherever the word "Contractor" appears throughout this contract, it shall be deemed to mean " Architect-Engineer".
- d. Appendixes A and B of 4 May 1990
- e. Rate Schedule through calendar year 1991
- f. Subcontracting Plan dated 30 April 1990

10.1

Submit invoices to:

Commander (Code 0224)
 Atlantic Division
 Naval Facilities Engineering Command
 Norfolk, Virginia 23511-6287

Payment will be made by:

Disbursing Officer (Code 244)
 Naval Construction Battalion Center
 Port Hueneme, California

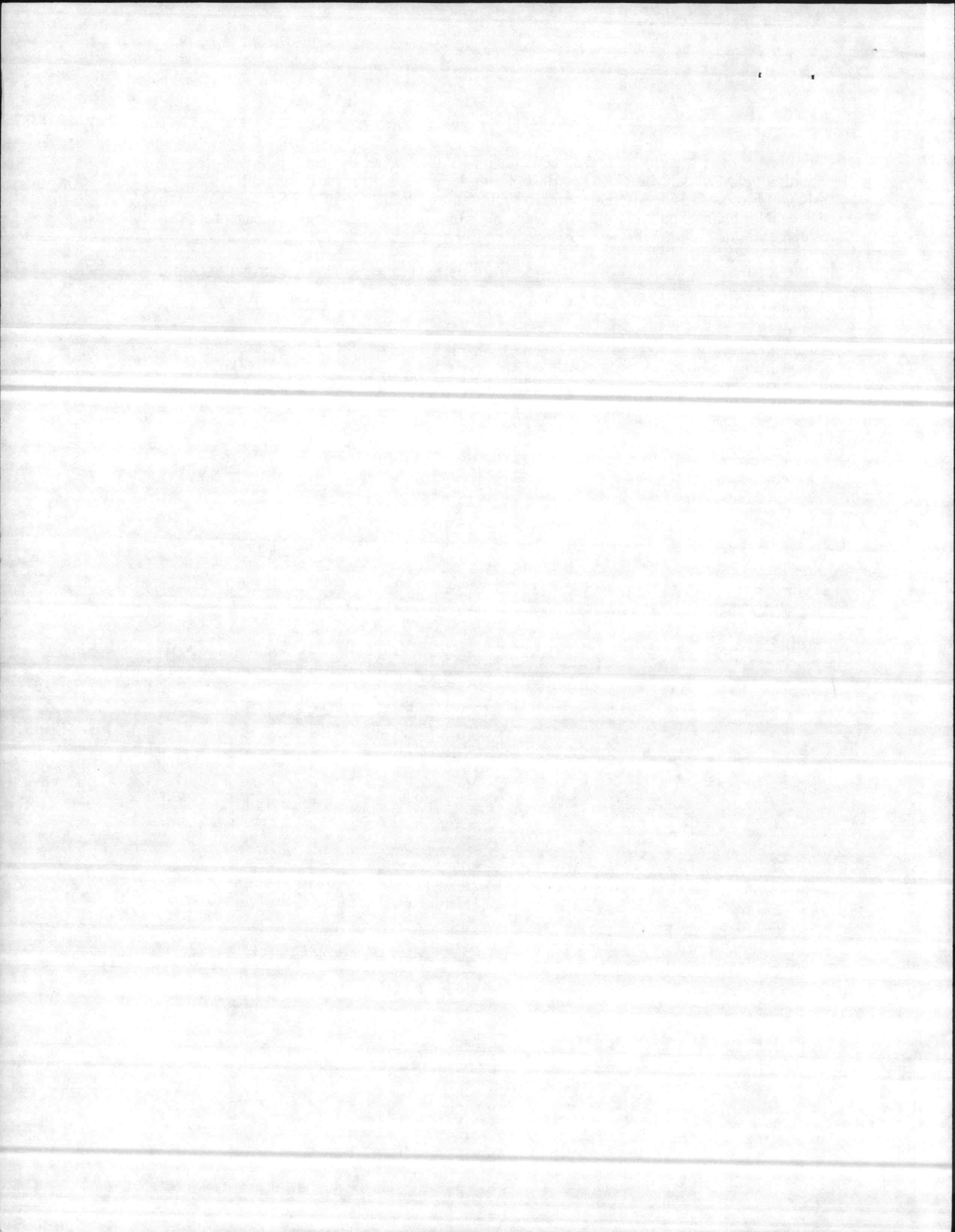
If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A	/s/ Lawrence T. Beasley	Lawrence T. Beasley Senior Associate Robert and Company
B		
C		
D		MARY ELLEN KUHN
12. THE UNITED STATES OF AMERICA		
/s/ Mary Ellen Kuhn		CONTRACTING OFFICER Contracting Officer

LIST OF ARCHITECT-ENGINEER RATES

For change orders/supplemental agreements on FY 92 MCON Project P-853, Vehicle Ready Fuel Storage, Marine Corps Base, Camp Lejeune, North Carolina and FY 92 MCON Project P-545, Aircraft Rapid Refuel Station, Marine Corps Air Station, New River, North Carolina, the following wage rates/overhead will be used as a basis for fee preparation/negotiation through 31 December 1991:

<u>DISCIPLINE</u>	<u>PROFESSIONAL</u>	<u>DRAFTSMAN</u>
Project Manager	\$23.00	
Architect	\$17.75	\$12.00
Structural	\$19.00	\$12.00
Mechanical	\$18.00	\$12.00
Electrical	\$19.00	\$12.00
Civil	\$17.50	\$12.00
Landscape Arch.	\$16.00	\$12.00
Interior Design	\$12.50	\$12.00
Fire Protection	\$18.00	\$12.00
Geotechnical	\$17.50	
 <u>OTHER</u>		
Boring Log		\$12.00
Specification Writer	\$18.00	
Typist	\$8.00	
Cost Engineer	\$17.00	
Overhead	120.00%	
Profit	10.00%	



APPENDIX A

4 May 1990

1. A&E Contract No.: N62470-89-C-4826
Construction Contract No.: N62470-90-B-0091
LANTNAVFACENGCOM Job Order No.: 5F0091

Project Title/Location: FY 92 MCON Project P-853, Vehicle Ready Fuel Storage,
Marine Corps Base, Camp Lejeune, North Carolina

Attachments:

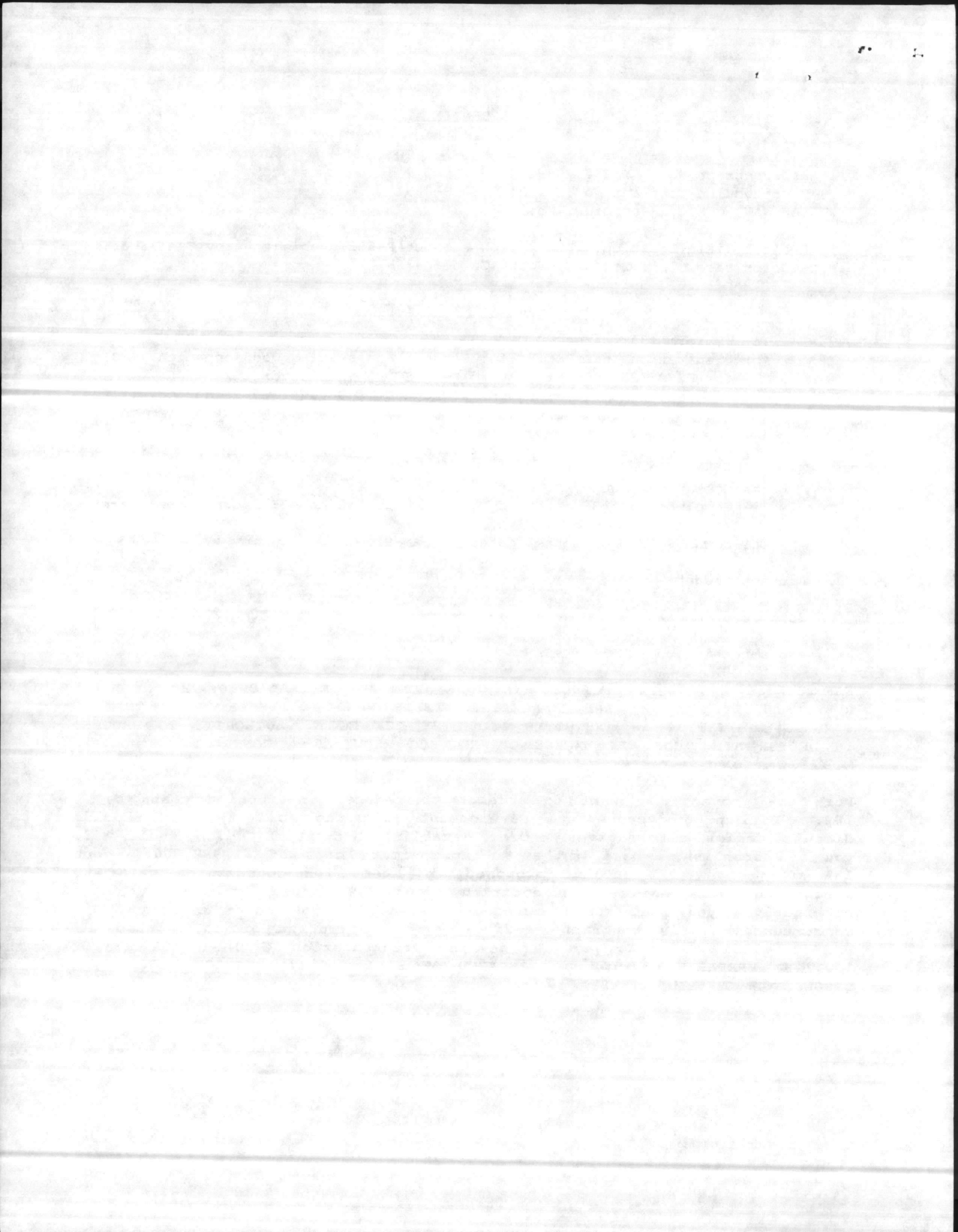
- (a) DD Form 1391 dated 24 OCT 89
- (b) Preparation Instruction for Project Engineering Documentation (PED)
for FY 92/93 MCON Projects dated DEC 89 (sep cover)
- (c) Military Handbook MIL-HDBK-1010 dated 16 October 1989 (sep cover)
- (d) User Manual Scope of Work (sep cover)
- (e) Project Location Plan
- (f) Utility Site Plan (sep cover)
- (g) Floor Plan and Elevation
- (h) Collateral Equipment List dated 30 SEP 86
- (i) Complete Half Size Set of Camp Lejeune Project "Temporary Fuel Farm"
(sep cover)
- (j) COMNAVFACENGCOM letter dated 10 JAN 90

2. Project Budget: \$2,500,000
Estimated Construction Cost (ECC): \$2,214,000*

*Does not include OMSI or PCAS

FAR CLAUSE 52.236-22 INCLUDED IN YOUR CONTRACT ESTABLISHES THE RESPONSIBILITY OF THE A&E TO DESIGN WITHIN FUNDING LIMITATION. THAT FUNDING LIMITATION IS EXHIBITED ABOVE BY THE ECC. AUTHORITY TO PROCEED IN DESIGN AT A COST IN EXCESS OF THE ECC REQUIRES A CONTRACT MODIFICATION.

For this project, we want to attempt to reduce construction costs by 10%. During your conceptual development with the Activity, you should discuss design alternatives and/or establish bid items which would allow you to establish a base bid at an approximate cost of \$1,992,000. Your 35% submission will outline proposed bid items for concurrence prior to proceeding with design. In addition, your 35% should outline any design alternatives you feel would reduce costs but do not have Activity concurrence. This contract requires your preparation of an updated DD Form 1391 and a Project Engineering Documentation (PED). ALL DD FORM 1391/PED PREPARATION WILL BE PREPARED AT FULL SCOPE: WITHOUT ANY DISCUSSION OF BID ITEMS.



3. LANTNAVFACENCOM Project Manager (PM)/Telephone:

Mr. B. G. (Brian) Abbott, Code 09A2131/804-444-9670

LANTNAVFACENCOM Engineer-in-Charge (EIC)/Telephone:

Ms. S. F. (Sandra) Vandersnick, Code 4033/804-444-9788

4. Activity Point of Contact/Telephone:

Mr. Fred Estes Jr./919-451-1833

5. The following listed services are required:

Updated DD Form 1391	Travel and Subsistence
PED	Shop Drawing Review (Option)
Plans	As-Built Drawing Preparation (Option)
Specifications	Operations and Maintenance Manual
Cost Estimate	Preparation (Unpriced Option)
Engineering Services:	Quality Assurance Plan (QAP) (Unpriced Option)
Soil Borings (330 LF)	Quality Assurance Site Visits (Unpriced Option)
Survey/Plotting	Site Development Study
Field Investigation	Construction Surveillance (Unpriced Option)
Asbestos Testing (12 tests)	
Printing/Duplication	
Value Engineering Study	
Representation	
Construction and Operating	
Permits	
Review Meetings	
Cathodic Protection	

a. Updated DD Form 1391: An updated DD Form 1391 is required for all MCON projects. As an initial part of design, you are required to evaluate the project scope of work/cost and revalidate the data contained in attachment (a). The purpose of the update is to provide an enhanced scope of work and reliable cost based on the best available information obtained during design to date. The following shall be submitted:

(1) Updated DD Form 1391 with current scope and cost.

(2) Explanation of the differences from the cost certification package scope and cost.

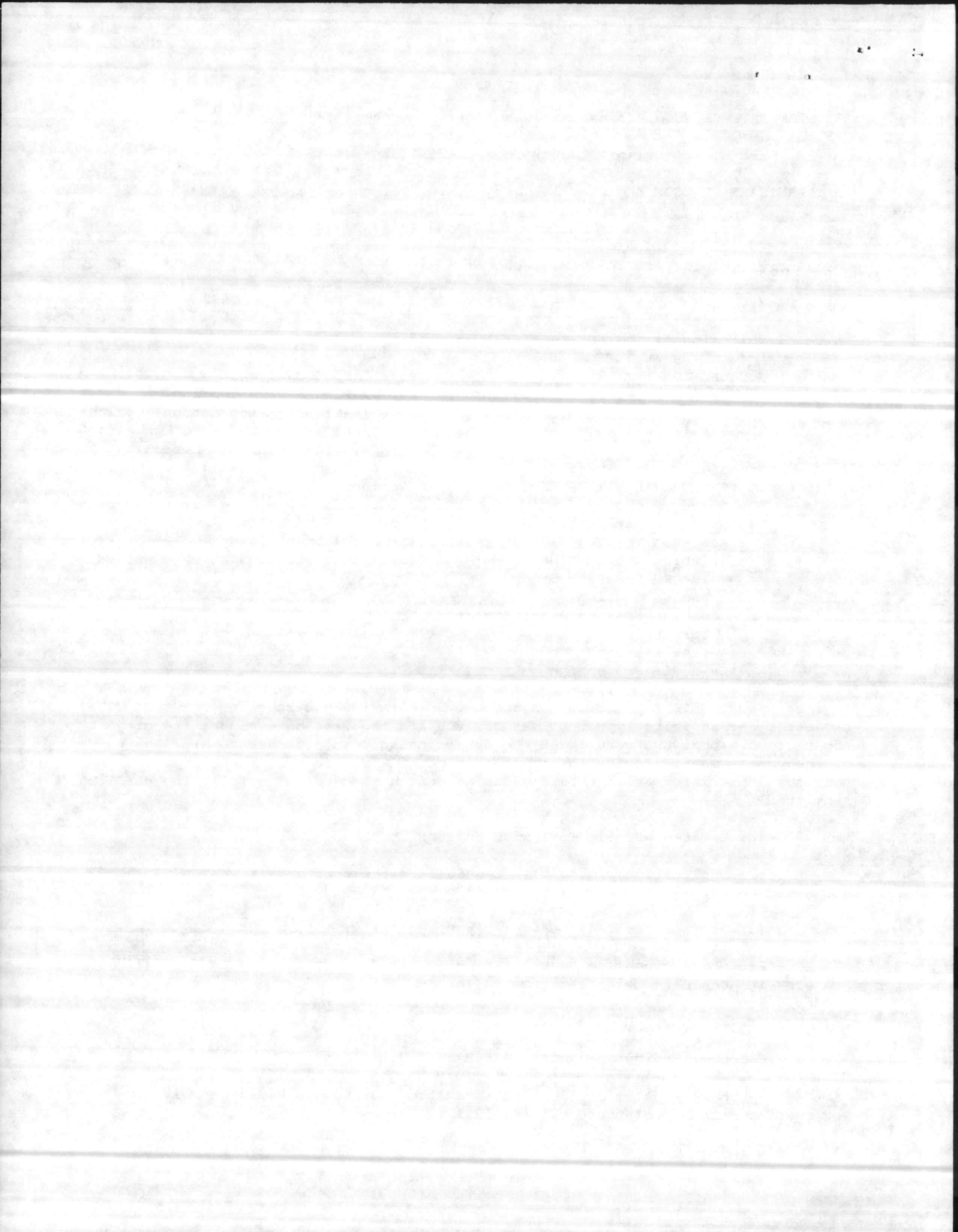
(3) Project special considerations.

b. Project Engineering Documentation (PED): A PED is required for all MCON Projects in accordance with attachments (b) and (c).

c. Solar Study: Not Required

d. Computer Energy Analysis: Not Required

e. Bench mark datum shall be obtained from our Design Division, Civil Engineering Branch (telephone 804-444-9905).



f. Value Engineering (VE): VE of project will be conducted through a separate contract. Your involvement in the VE Study is described in the A&E Guide, Section 2.11. Data required for distribution directly to the VE Team is specifically outlined and this effort will be reimbursed under the heading of Engineering Services.

g. Quality Assurance Plan (QAP): A QAP may be required. Its scope will be provided at a later date.

h. Base Exterior Architectural Plan (BEAP): Not Required

i. Cost Estimate: A detailed computer cost estimate is required for each submittal utilizing our CES system. Refer to the A&E Guide, Section 7.2.3. for detailed requirements.

j. Specifications: Specifications are required to be in "SPECSINTACT" System format utilizing NAVFACENGCOSM Guide Specification Data Base, Refer to A&E Guide, Section 6.2.

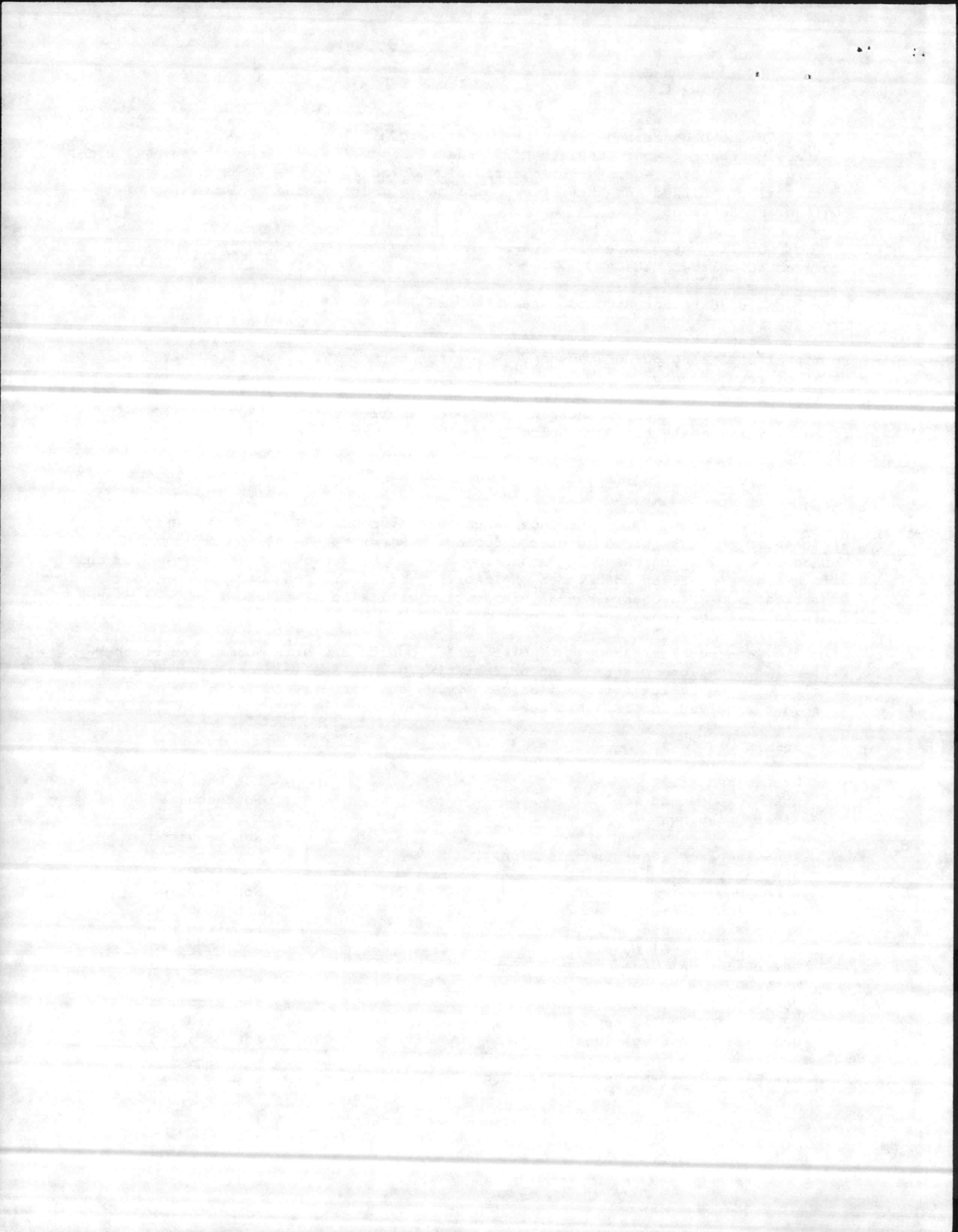
k. Sheet Size: "D" size sheets will be used for this project.

l. Operations and Maintenance Manual Preparation (OMSI): Type B OMSI is anticipated to be required (unpriced option). Refer to the A&E Guide, Section 8.5. The scope of work for the User Manual is provided as attachment (d). Fees for this effort shall be broken down under engineering services. The Operating and/or Operations and Maintenance Manual Preparation will also be an unpriced option and its scope will be provided at a later date.

1. Construction and Operating Permits: Concurrent with submission of the prefinal design, construction and/or operating permit applications are to be submitted. The following is a list of permits annotated as to whether the permit is or is not required for this project:

<u>PERMIT</u>	<u>REQUIREMENT</u>
Dredge and Fill	Not Required
State Dredge and Fill	Not Required
River Crossings	Not Required
NPDES	Not Required
Non-Discharge (Sewage Collection)	Not Required
Air Quality	Required
Water Use	Not Required
Well Construction	Not Required
Storm Water Management	Required
Residue Ocean Disposal	Not Required
Sewer Approval (Subsurface Disposal)	Not Required
Water System Approval	Not Required
Consistency Statement	Not Required
Erosion and Sedimentation Control Approval	Required
Underground Storage Tanks	Not Required

m. Rendering: A rendering will not be required.



6. Fees and Options:

	AWARD <u>0-35%</u>	35-100%/ <u>OPTION</u>	OTHER <u>OPTIONS</u>	
Direct Design	\$44,160	\$82,011		
Engineering Services	43,743	12,925		
Travel and Subsistence	9,403	4,590		
Shop Drawing Review			\$7,419	
As-Built Drawing Preparation			2,440	
Construction Surveillance			Unpriced	
Operations and Maintenance Manual			Unpriced	
Unit Cost Additional Soil Borings > 330 LF			\$ 7/LF (Profit Incl)	
Unit Cost Additional Asbestos Survey > 12 Tests			\$60/Test (Profit Incl)	
 BASIC CONTRACT AMOUNT:	 \$97,306			
 TOTAL CONTRACT VALUE:	 \$97,306	 \$99,526	 \$9,859	 \$206,691

7. Proposed Design Milestones:

The designer of record shall pursue the work diligently in accordance with the date schedule established herein. **Your assessment of the schedule shall be provided monthly to the PM.**

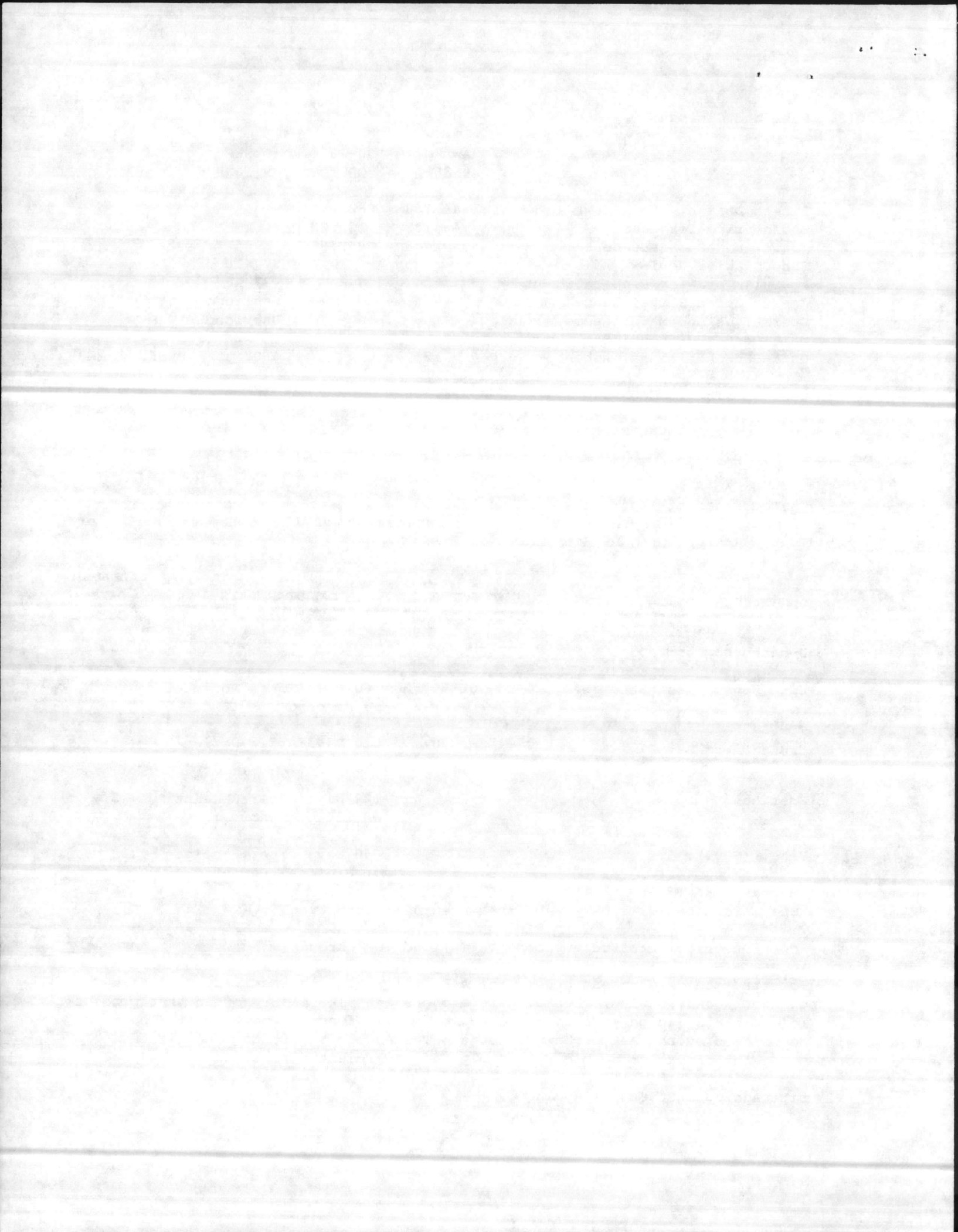
	<u>CONTRACTOR SUBMITTAL DATES</u>	<u>CALENDAR DAYS A&E DESIGN</u>	<u>CALENDAR DAYS GOVT REV</u>
Updated DD Form 1391:	22 JUN 90		-
Site Development Study:	10 JUL 90	60 Days After Notice to Proceed	-
PED/35%:	4 SEP 90	120 Days After Notice to Proceed	(45)
Prefinal:	*	120 Days After Receipt of 35% Comments	(45)
Final (100%):	*	60 Days after Receipt of Prefinal Comments	(30)

*Specific dates will be established when 35-100% option is exercised.

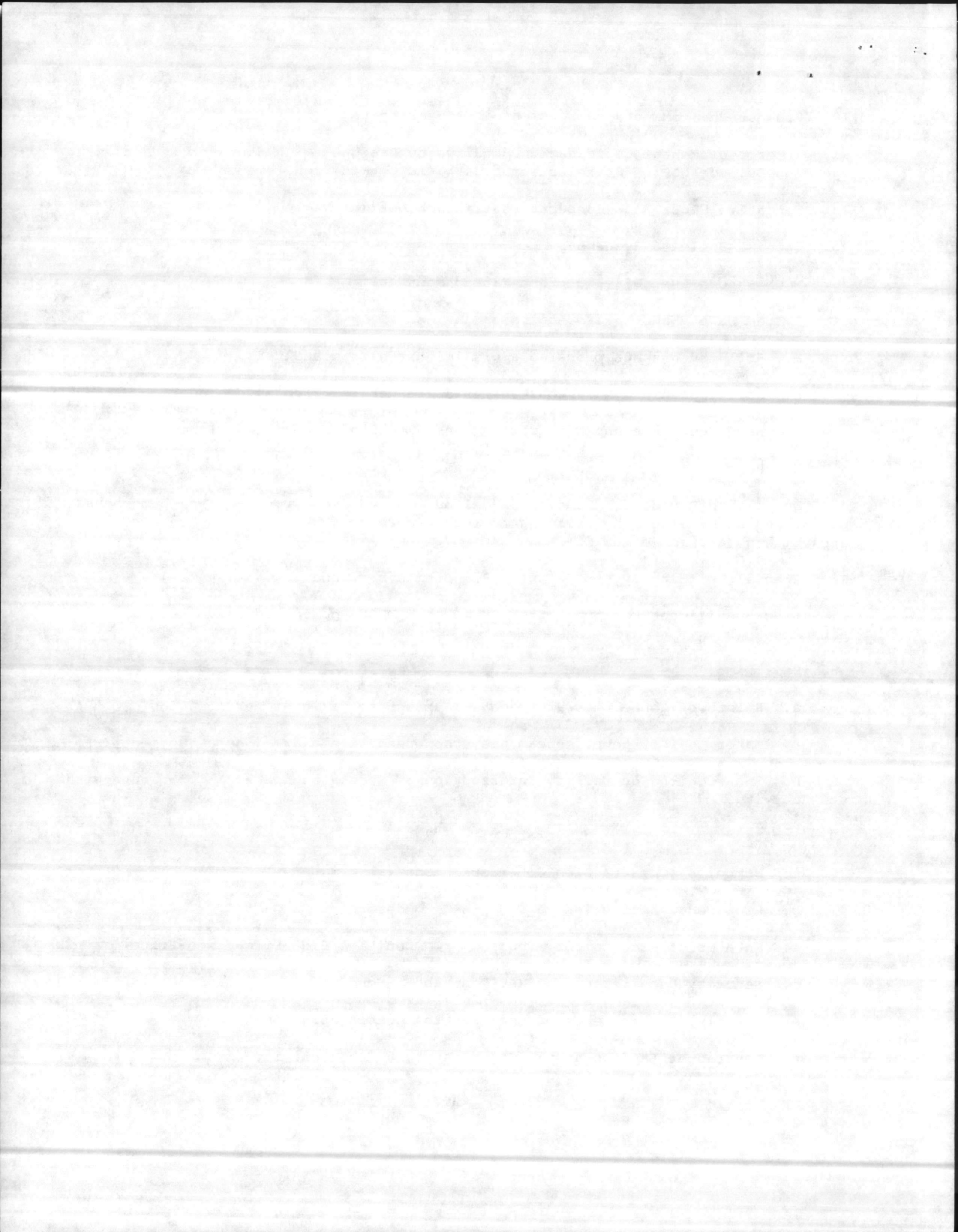
8. Scope Description: See attachments (a) and (e) through (j)

For the site development study, the A&E will review the Activity Fuel Farm Project under construction, then prepare a one sheet site plan showing that project and Project P-853 (which will indicate how they will function together). The plan will be briefed by the A&E at Camp Lejeune. The A&E is to design cathodic protection for piping or double walled pipe at Government direction.

9. Site Approval Status: Pending



10. Project Environmental Assessment (PEA): Pending
11. Intergovernmental Coordination Required by Designer with State or Federal Agencies Outside DOD: State of North Carolina permit requirements
12. Tentative Floor Plan Concept: See attachment (g)
13. Special Building Systems:
MCON Funded Built-in Equipment (attachment (h))
14. System Safety and Hazard Analysis
 - a. Activity has not prepared a preliminary hazard analysis.
 - b. Safety plan and hazardous analysis are not required by designer.
 - c. Hazardous substances requiring consideration in design: Flammable fuels
 - d. Personnel safety measures required as part of facility design: None
15. Demolition Proposed: Removal of all buried and aboveground tanks, pump house, piping and services to the existing fuel farm/service station. Also see attachments (a) and (e).
16. Special Building System Security Requirements: None
17. List Significant Equipment from Other than MCON Appropriations: See attachment (h)
18. Utilities:
 - a. Points of Connection Proposed: (Subject to designer verification)
Water, sewer, power, steam, telephone and fire alarm (See attachment (f))
 - b. Restrictions on Utility Interruptions: None anticipated. Coordinate with the Activity.
19. Construction Procurement Strategy:
 - a. Number of Construction Contracts: One (1)
 - b. Proposed Construction Period: A&E to determine
 - c. Methods of Procurement Proposed: Competitive Bid (Firm-Fixed-Price)
 - d. Security Requirements of A&E Contract: None
 - e. Security Requirements of Construction Contracts: None
 - f. Contractor Laydown Area: Coordinate with the Activity



20. Project Submittal Distribution:

	LANTNAVFACENCOM	ACTIVITY	ROICC	TMD
Updated DD Form 1391	Original 3 copies	1		
Site Development Study	3	5		
PED	Original 3 copies	1		
Preliminary (35%)				
Plans	4	5		1
Outline Specification	IN BASIS OF DESIGN			
Cost Estimate	2			
Basis of Design	4	5		1
Draft Permit Applications	2			
Geotechnical Data	IN BASIS OF DESIGN			
VE Package	TO VE TEAM ONLY			

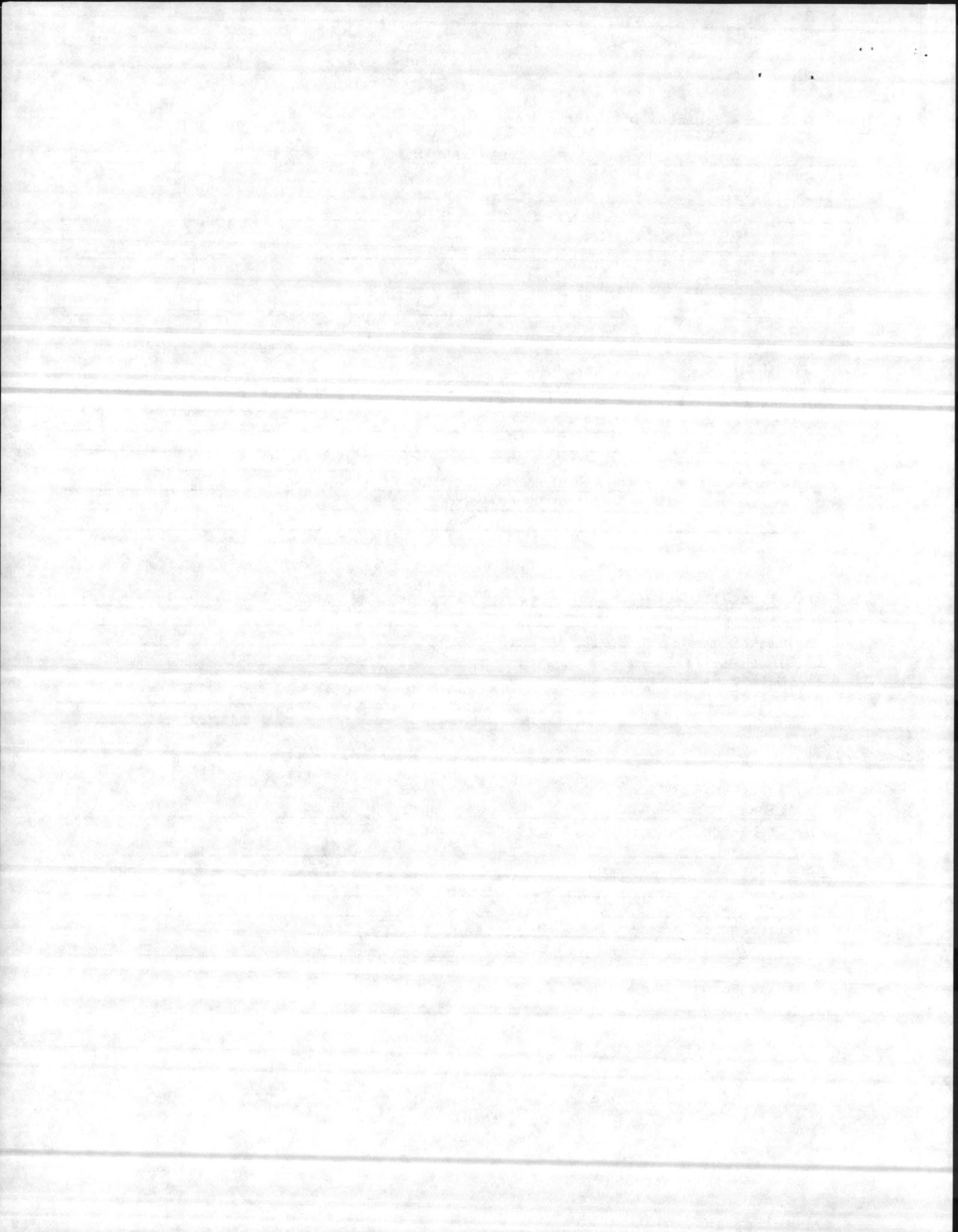
Prefinal

Plans, Specifications	5	5	1	
Cost Estimate	2			
Calculations	2			
Permit Applications	2			
All Marked Preliminary Submittal Data	X			

Final

Plans - Tracings Prints	Original 2 sets		1	
Specifications	Bond 2 copies		1	
Cost Estimate	2 copies			
Calculations	1 copy			
Field Notes, Reports, Studies	1 copy each			
Quality Review Prints*	1 set			
All DMS furnished by LANTNAVFACENCOM				

*See A&E Guide, Section 3.2.3C for details



MAILING ADDRESSES: DIRECT DISTRIBUTION TO EACH ADDRESSEE BY A&E IS REQUIRED

LANTNAVFACENGCOM

Commander
Atlantic Division
Naval Facilities Engineering Command
Norfolk, Virginia 23511-6287

Attn: Code 09A2131, Mr. B. G. Abbott

ACTIVITY (MCB CAMP LEJEUNE)

Commanding General
Marine Corps Base
Camp Lejeune, North Carolina 28542-5001

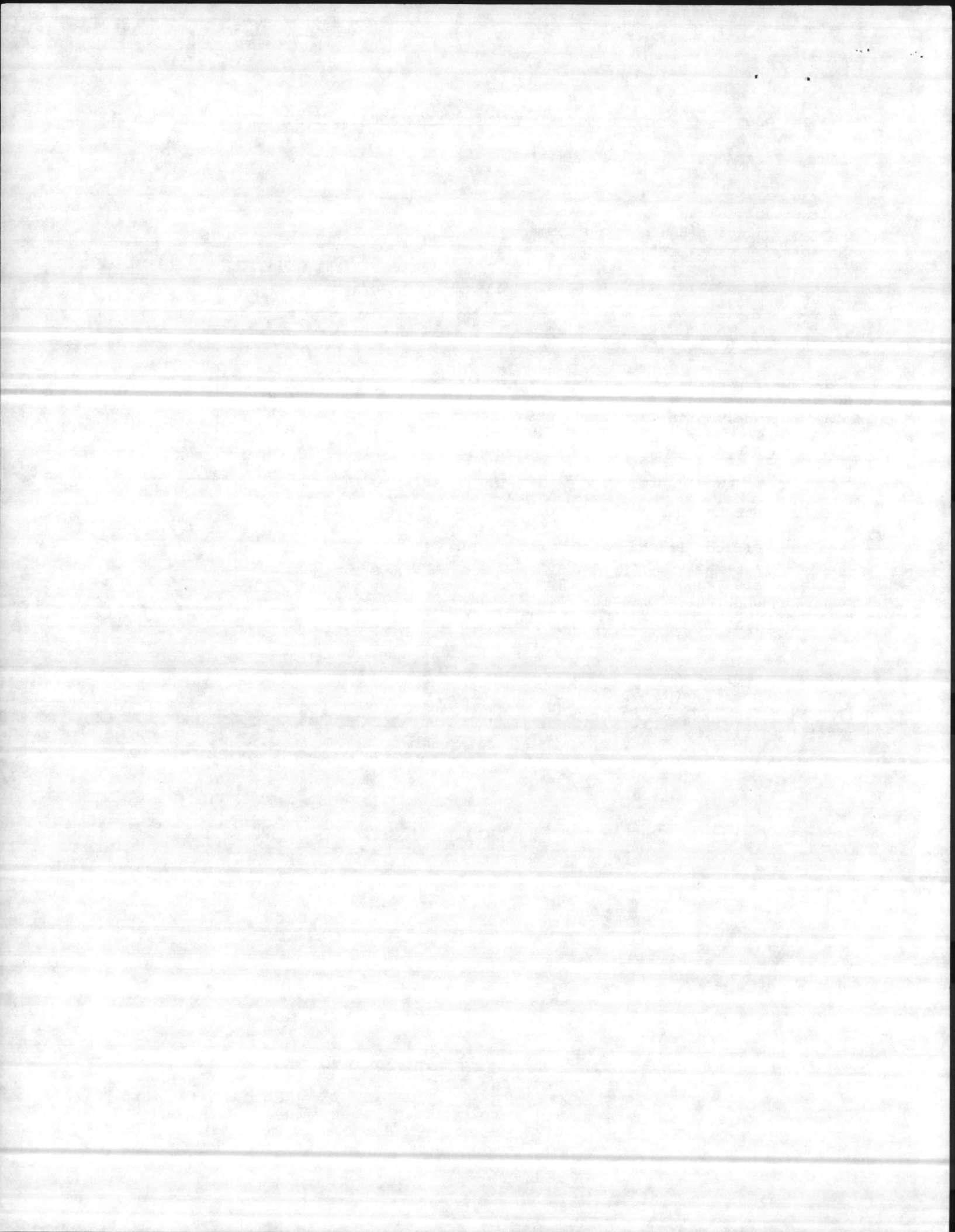
Attn: Mr. Fred Estes

ROICC JAXNCA

Resident Officer in Charge of Construction
Jacksonville, North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542-5001

TMD

Telecommunications Management Detachment East
138 East Little Creek Road, Suite 222
Norfolk, Virginia 23505-2551



1. COMPONENT NAVY | FY 1992 | MILITARY CONSTRUCTION PROJECT DATA | 2. DATE 24-OCT-89

3. INSTALLATION AND LOCATION: MCB CAMP LEJEUNE NORTH CAROLINA | 4. PROJECT TITLE: VEHICLE READY FUEL STORAGE

5. PROGRAM ELEMENT | 6. CAT CODE 124-50 | 7. PROJECT NUMBER P-853 | 8. PROJECT COST (\$000) ~~2,450~~ 2500

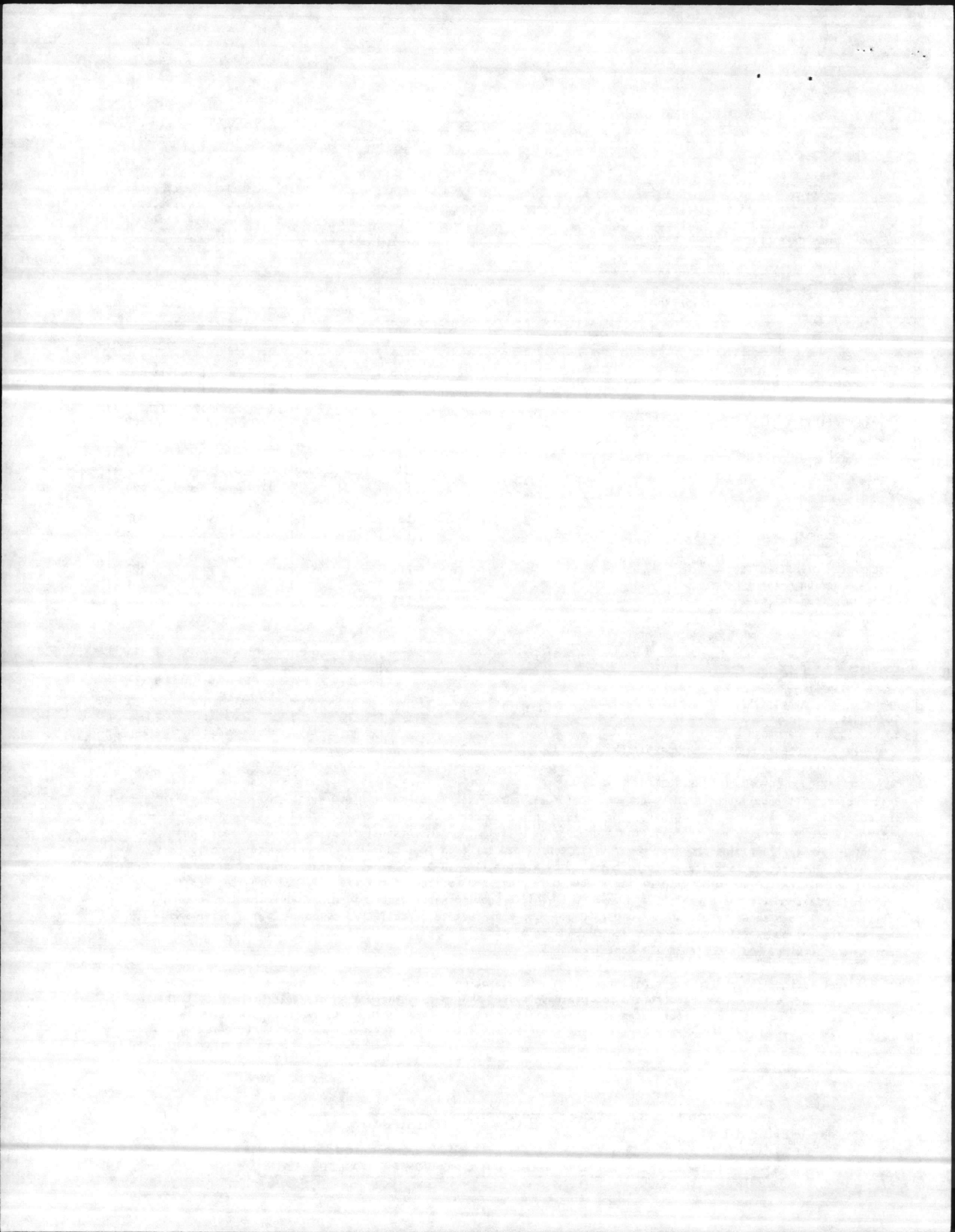
9. COST ESTIMATES

ACF:0.92 FER:N/A	ITEM	ESCALATED TO: FY 1992	U/M	QUANTITY	UNIT COST	COST (\$000)
	PRIMARY FACILITY		SF	1,196	1,010.62	1,209
	BUILDING		SF	1,196	197.91	(237)
	BUILT-IN EQUIP		LS			(9)
	FUEL STORAGE BULK		GAL	160,000	2.33	(373)
	VEHICLE FUELING		EA	16	36,875.00	(590)
	SUPPORTING FACILITIES		LS			1,007
	SPECIAL FOUNDATION FEATURES (A)		LS			(50)
	ELECTRICAL UTILITIES (B) -		LS			(49)
	MECHANICAL UTILITIES (C) -		LS			(102)
	ROADS, PARKING, SIDEWALKS (D)		LS			(205)
	SITE IMPROVEMENTS (E)		LS			(274)
	DEMOLITION (F)		LS			(327)
	SUBTOTAL					2,216
	CONTINGENCIES (5%)					111
	TOTAL CONTRACT COST					2,327
	SUPERVISION, INSPECTION, OVERHEAD (5.5%)					128
	TOTAL REQUEST					2,455
	TOTAL REQUEST (ROUNDED)					2,450 2500
	EQUIPMENT PROVIDED FROM OTHER APPROPRIATIONS (NON ADD)					

10. DESCRIPTION OF PROPOSED CONSTRUCTION
 This project will provide three above ground steel fuel storage tanks (diesel (90,000 gal), unleaded gasoline (60,000 gal), and kerosene (10,000 gal)) for fuels within a concrete containment dike. The tanks shall be coated internally and externally and the gasoline storage tank will include an internal floating pan for vapor loss control. Foam (AFFF) piping and foam maker will be provided for each fuel tank for connection to a mobile base fire unit. The storage tank area will be enclosed by a chain link (8 ft.) fence. A 26 X 46 air conditioned masonry Administration Building with office space, duty room, and lavatory facilities will be provided for fuel personnel. Personnel private vehicle and base fuel vehicle parking shall be provided. Fuel unloading/loading facility shall have separate unloading pump (300 gpm) for each fuel to be delivered by commercial carrier and separate loading pumps (150 gpm) for station dispensing trucks. The facility shall have a covered roof, spill containment curbing, and a buried spill containment tank.

 Vehicle fuel islands (3) shall have single diesel and dual gasoline dispenser. The fuel islands, unloading facility, and storage tanks will be connected to a piped drainage system that passes through an oil/water separator. The entire site will include storm water retention and vegetative filter system. The existing Fuel Storage farm

CERTIFIED READY FOR DESIGN
Wm. H Russell 11/3/85 NOT REQ'D FOR CMC PROJECTS
 Wm. H RUSSELL P. E. CODE USA2 DATE T C HORSCH, P.E. CODE 20 DATE





1. COMPONENT
NAVY

FY 19_92

MILITARY CONSTRUCTION
PROJECT DATA

2. DATE
24-OCT-89

3. INSTALLATION AND LOCATION
MCB CAMP LEJEUNE NORTH CAROLINA

4. PROJECT TITLE
VEHICLE READY FUEL STORAGE

5. PROJECT NUMBER
P- 853

10. DESCRIPTION OF PROPOSED CONSTRUCTION (CONT.)
(15 tanks & 6 structures) will be demolished.

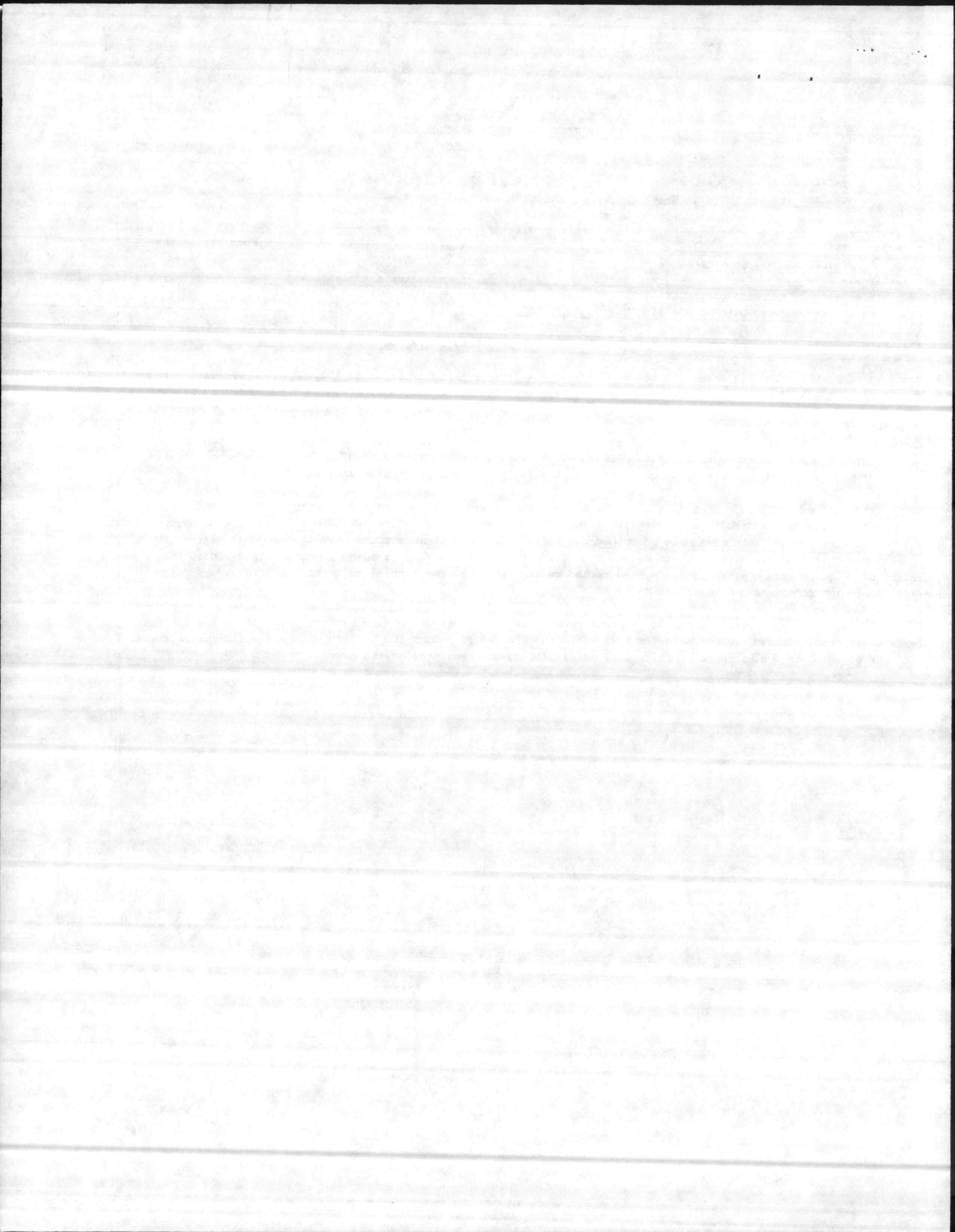
11. REQUIREMENT: 160,000 GAL ADEQUATE 0 GAL SUBSTANDARD 699,000 GAL

Project: Construct a Vehicle Ready Storage Facility with a total storage capacity of 160,000 gal. Project includes fuel storage tanks, truck loading/unloading facilities, ~~fuel dispensing stations~~, Attendants building (80 SF) and an Administration Building with parking for personnel and government vehicles required for vehicular fuel operations.

Requirement: A centrally located fuel storage facility is required to provide back up fuel for more than 4100 Government owned and leased vehicles at Camp Lejeune. A filling station is required to establish a main refueling point for all Government vehicles and equipment that travel through the industrial area of the Base.

Current Situation: Camp Lejeune's existing fuel storage and filling station was constructed in 1943. The present site is too small to efficiently and effectively fuel the increased number of vehicles in service at Camp Lejeune. Several buried storage tanks have been abandoned due to leaks and maintenance costs have increased significantly in attempting to repair/replace fuel tanks and piping systems. A soil study is being conducted to evaluate the extent of soil and ground water contamination caused by tank leakage. The lack of adequate fuel storage capacity will impair the combat readiness of the base.

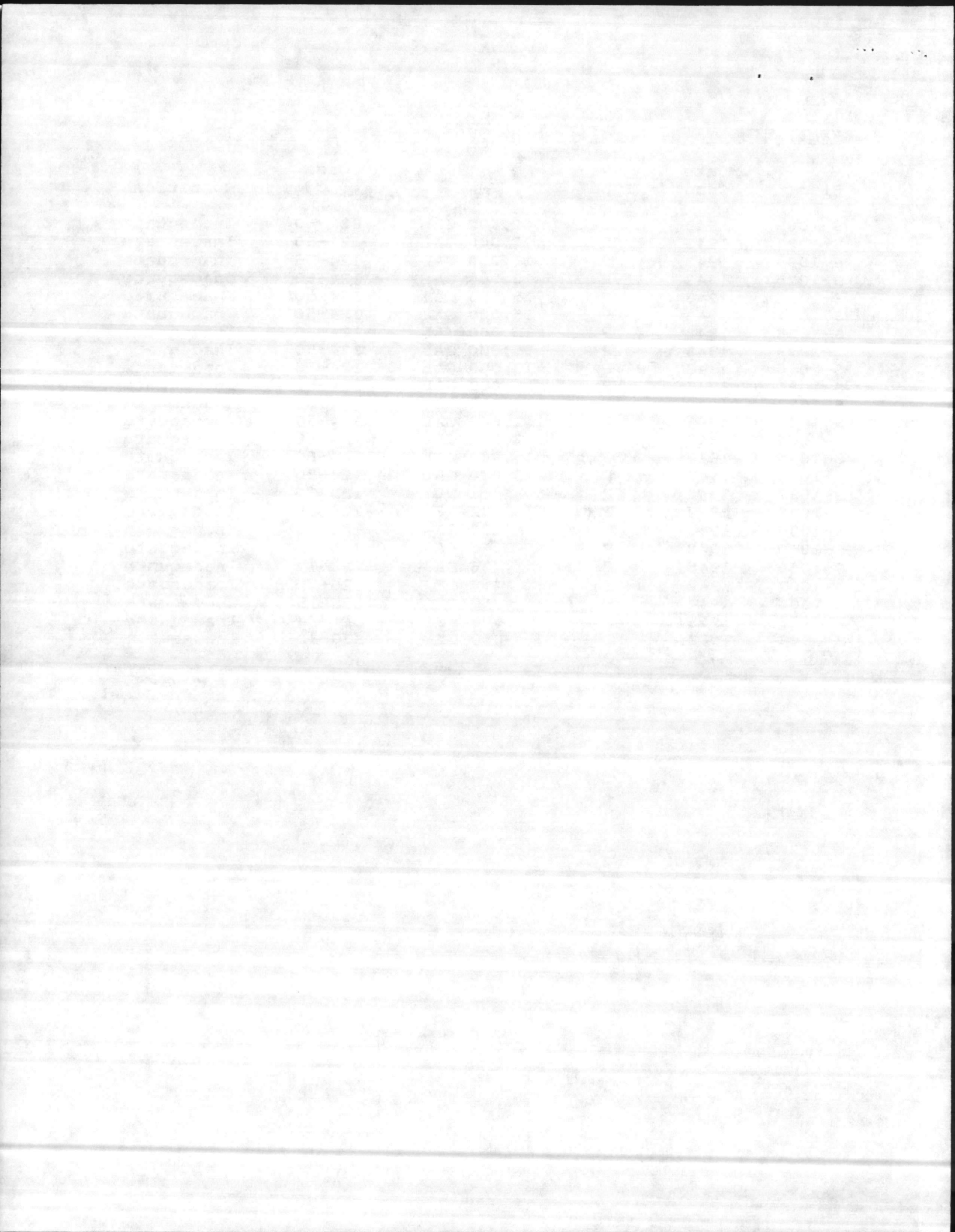
Impact if Not Provided: Maintenance and repair expenditures will continue to rise as more leaks are evident. Fuel leaks could require extensive contaminated soil clean up which could reduce the ability to store and dispense fuels. The lack of adequate fuel storage capacity will impair the combat readiness of the base.

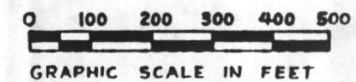
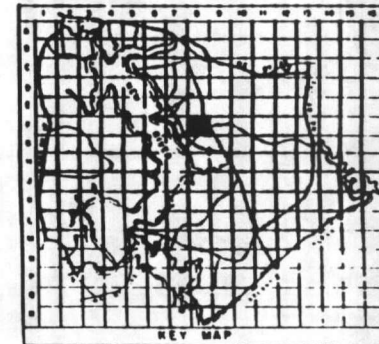
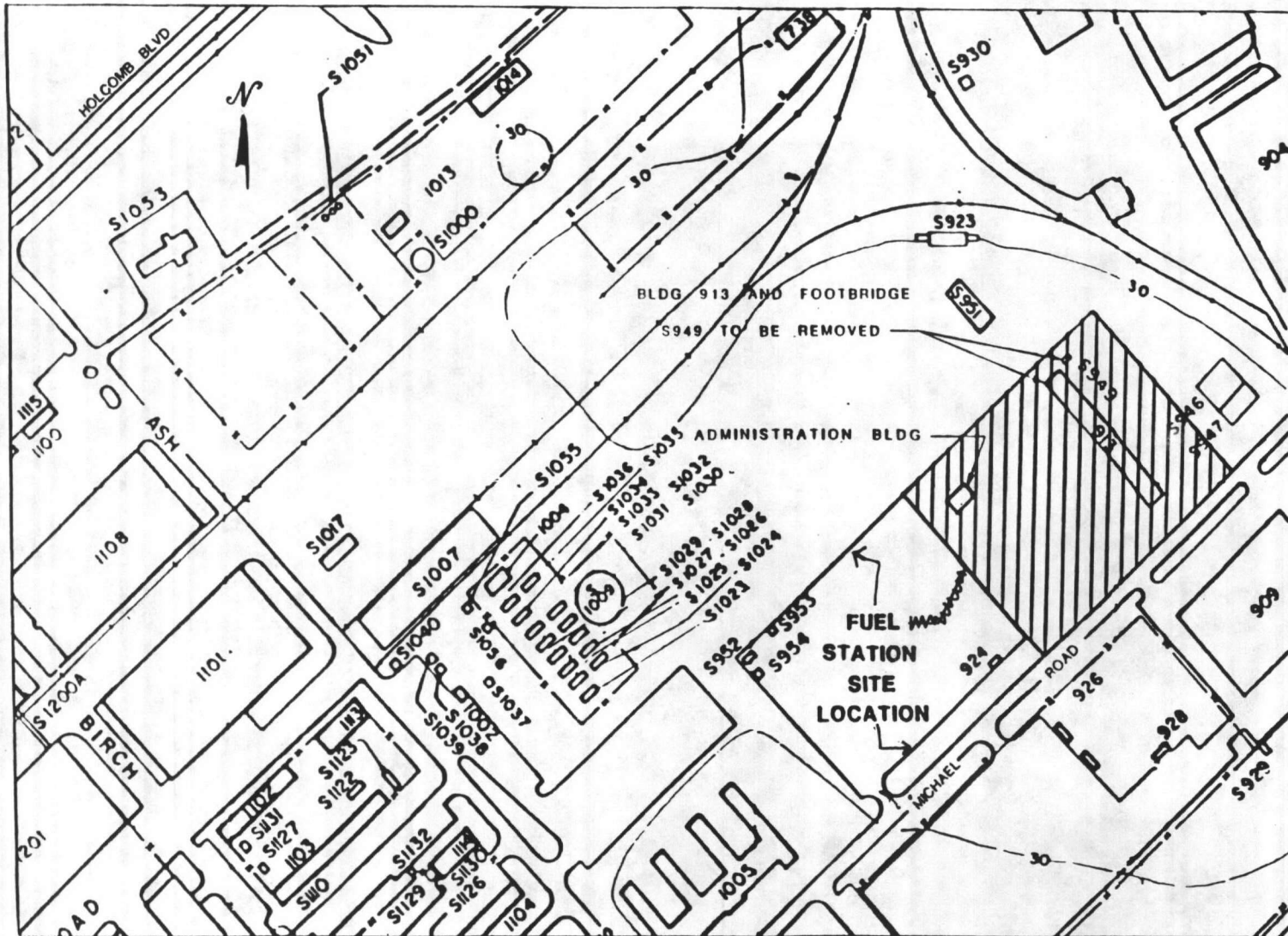




Facilities To Be Demolished By This Project Are As Follows:

Bldg.	Date Const.	Type	U/M	Use Cat. Code	Condition
S-1009	1943	P	600,000 GAL	821-60	Inadequate
S-1023	1943	P	12,000 GAL	124-50	Inadequate
S-1024	1943	P	15,000 GAL	124-50	Inadequate
S-1025	1943	P	12,000 GAL	124-50	Inadequate
S-1026	1943	P	15,000 GAL	124-50	Inadequate
S-1027	1943	P	15,000 GAL	124-50	Inadequate
S-1028	1943	P	15,000 GAL	124-50	Inadequate
S-1029	1943	P	15,000 GAL	124-50	Inadequate
S-1030	1943	P	12,000 GAL	124-50	Inadequate
S-1031	1943	P	15,000 GAL	124-50	Inadequate
S-1032	1943	P	12,000 GAL	124-50	Inadequate
S-1033	1943	P	12,000 GAL	124-50	Inadequate
S-1034	1943	P	12,000 GAL	124-50	Inadequate
S-1035	1943	P	15,000 GAL	124-50	Inadequate
S-1036	1943	P	15,000 GAL	124-50	Inadequate
S-1037	1943	P	1 OL	123-10	Inadequate
S-1038	1972	P	132 SF	126-30	Inadequate
S-1039	1943	P	132 SF	126-30	Inadequate
S-1040	1948	P	36 SF	730-12	Inadequate
S-1056	1948	P	36 SF	730-12	Inadequate
1002	1942	P	458 SF	126-15	Inadequate
1004	1943	P	860 SF	126-15	Inadequate
913	1952	S	12,000 SF	214-53	Inadequate
S-949	1983	S	850 SY	850-30	Inadequate





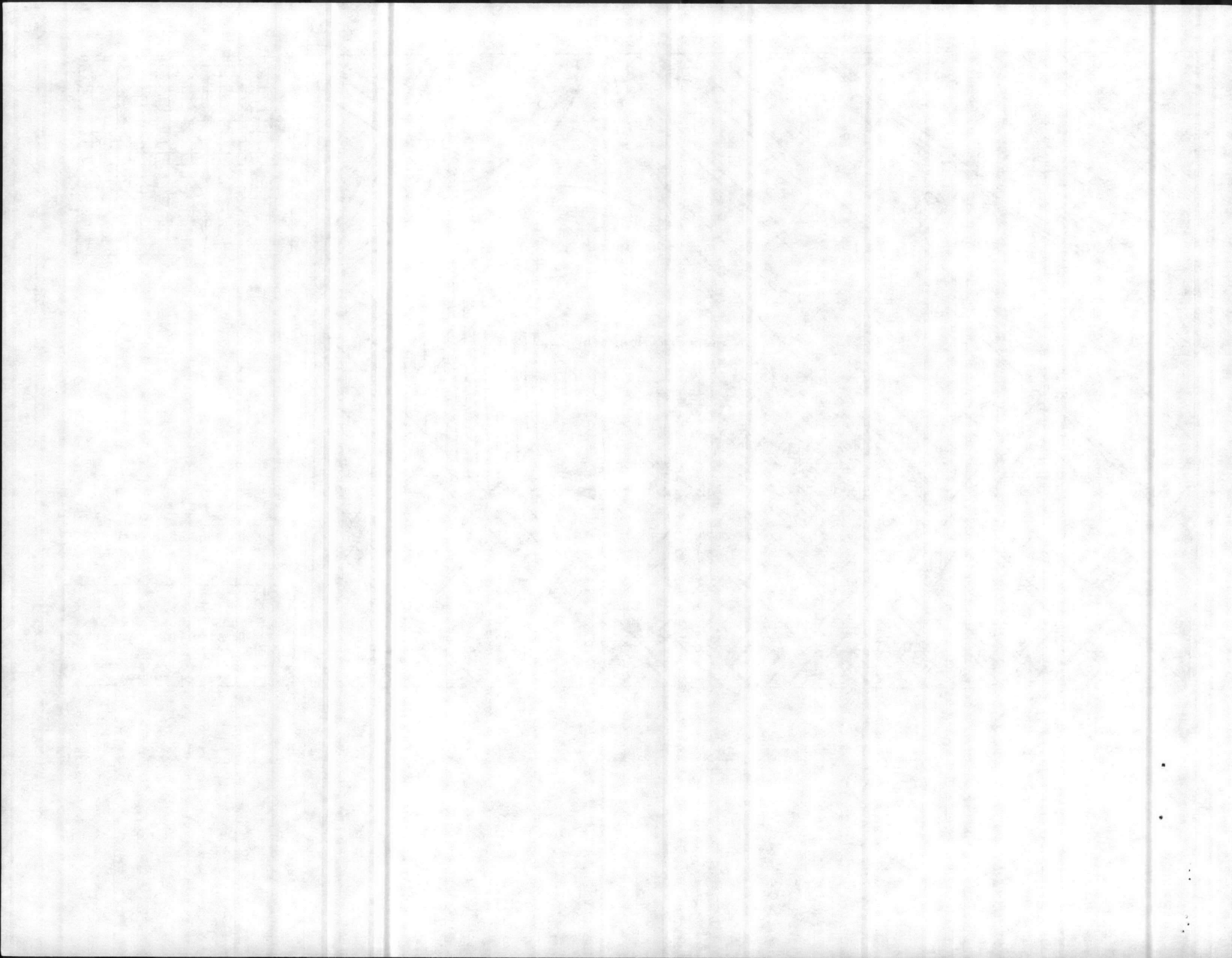
MARINE CORPS BASE CAMP LEJEUNE, NC

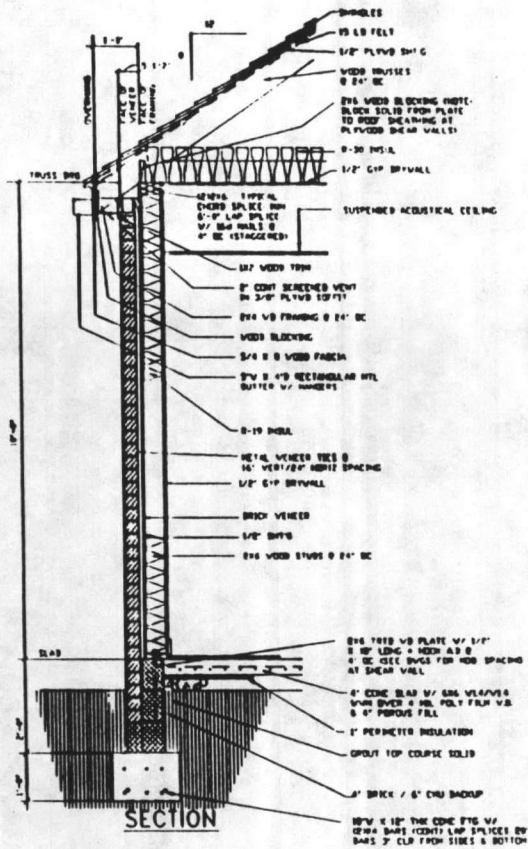
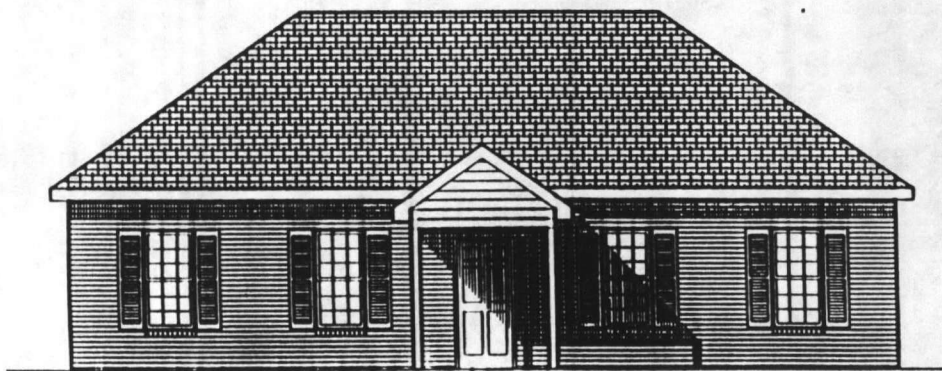
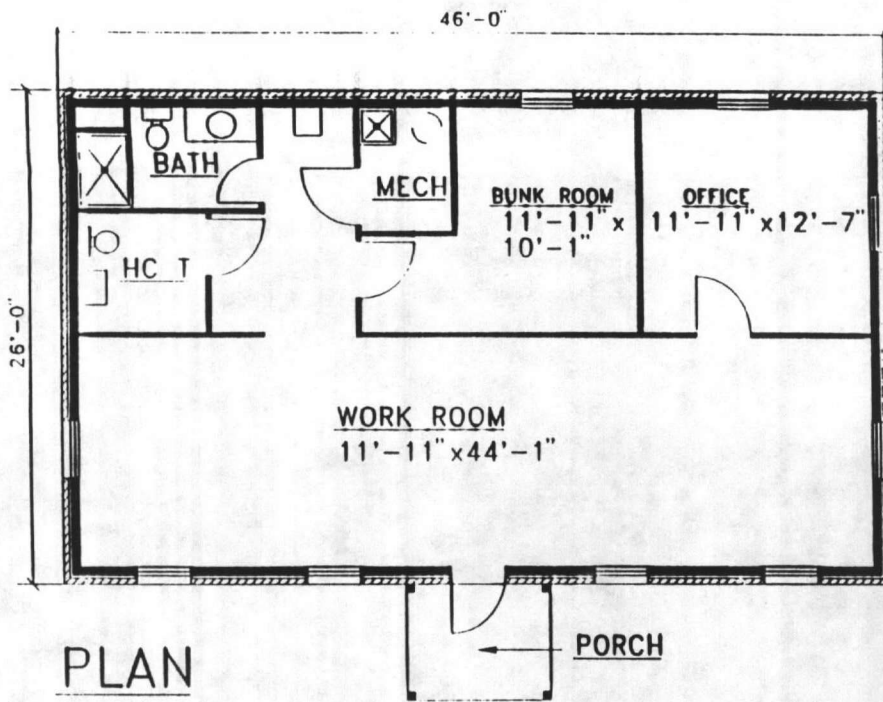
**P-853 VEHICLE READY
FUEL STORAGE FACILITY**

AUSTIN BROCKENBROUGH & ASSOCIATES
CHESTER, VIRGINIA

(S)

(P)





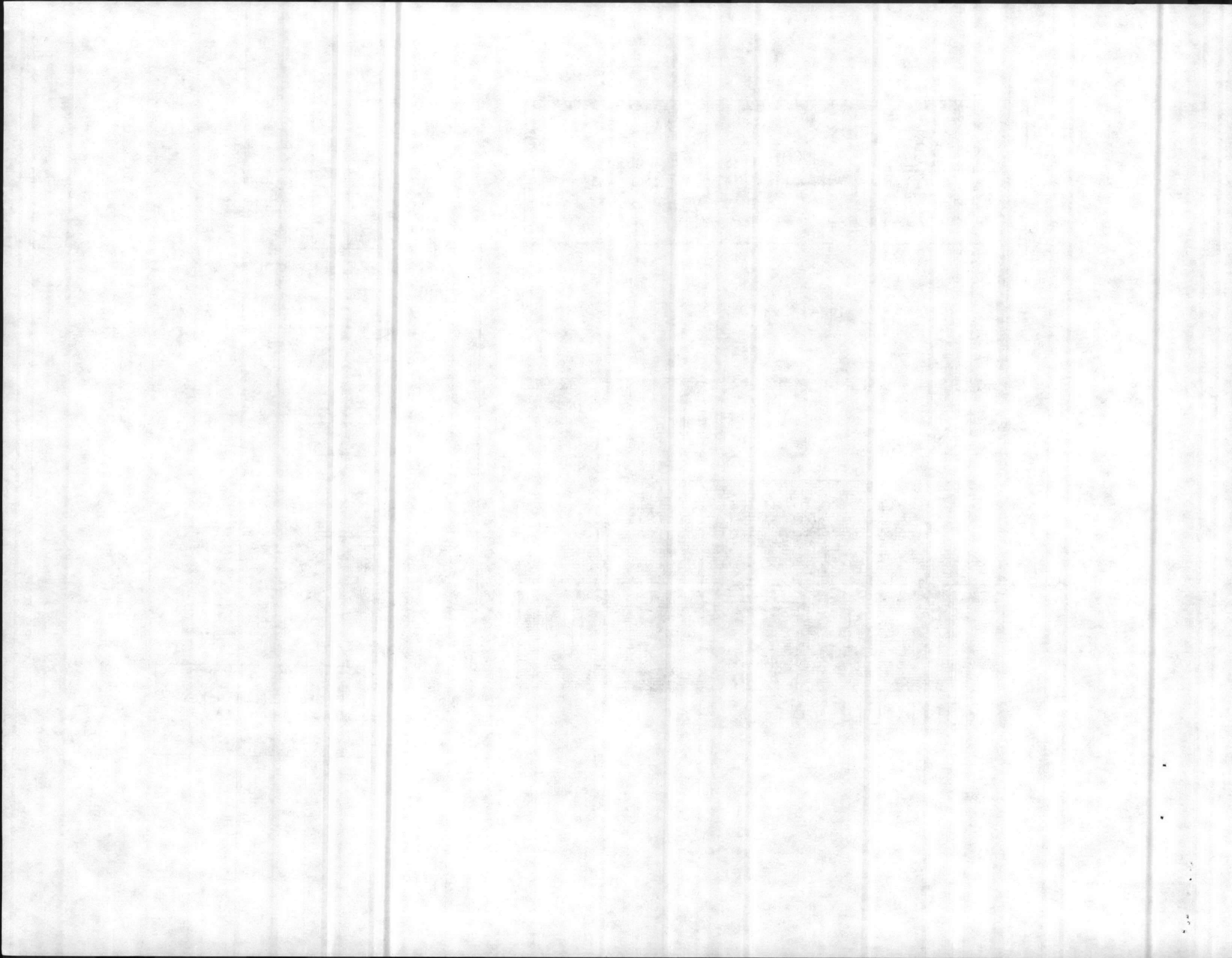
NAVY CORPS BARRACKS CAMP LEJEUNE, NC

P-853 VEHICLE READY FUEL STORAGE FACILITY

AUSTIN BROCKENBROUGH & ASSOCIATES
CHESTER, VIRGINIA

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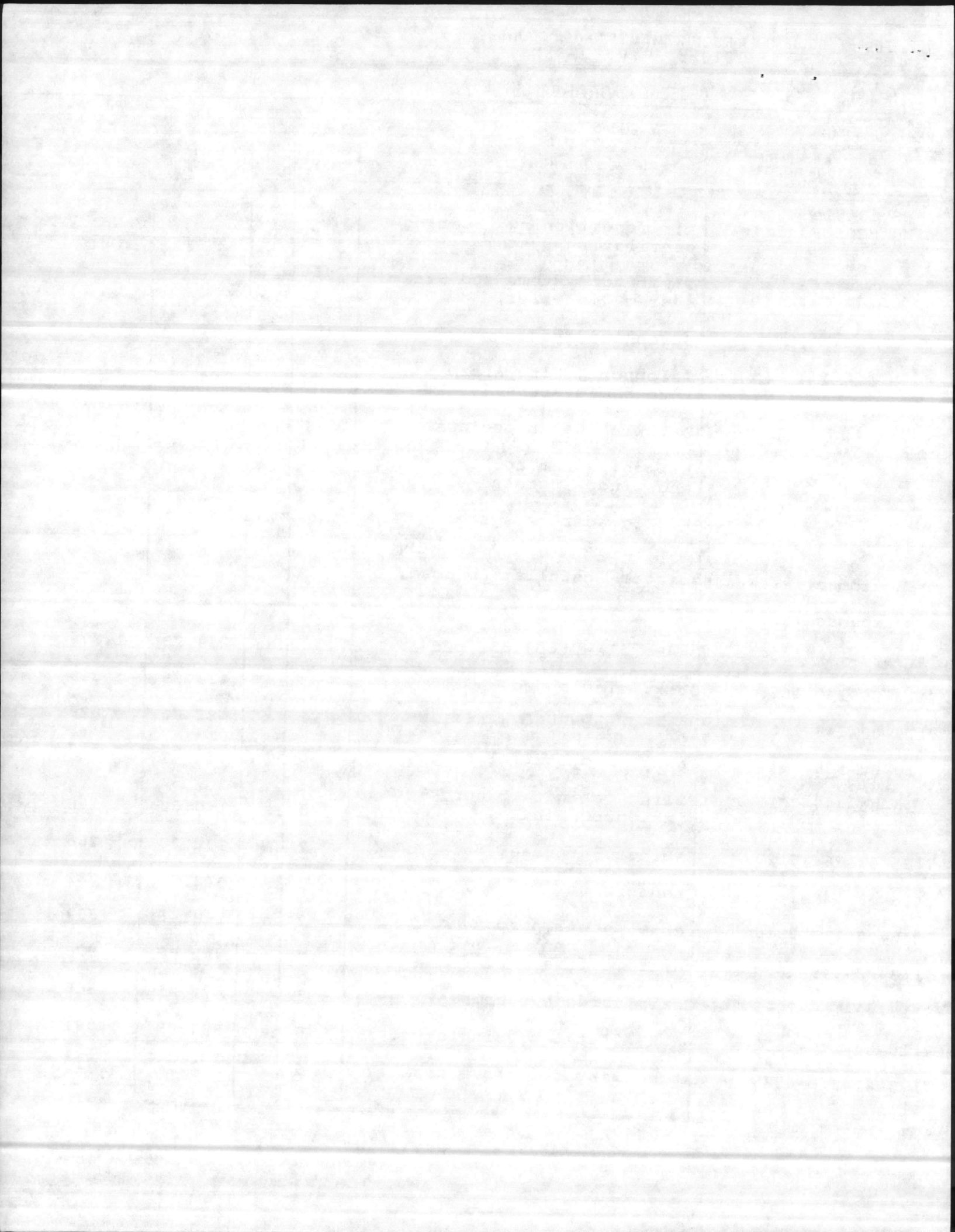


1. ACTIVITY (Name and Location)
 MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA 28542

P. NO. P-853

2. PROJECT TITLE
 VEHICLE READY FUEL STORAGE (FY-90)

COG. SYMBOL AND FED. STOCK NO. OR OTHER SOURCE	ITEM/EQUIPMENT DESCRIPTION	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	TOTAL COST
1. Built In Eqpt to be MCON Funded:					
	*Air Conditioning, Heating & ventilating systems		sys		
	*Plumbing systems and Steam system (interior)		sys		
	*Sprinkler System		sys		
	*Telephone, Fire Alarm & intercom systems		sys		
	*Drinking water coolers		ea		
	*Blinds, venetian, light tight and window screens		pr		
	*Public address system		sys		
	*Equipment with associated installation cost.				
2. Expense Items:					
7110-00-149-1630	Desk, flat top, dbl ped	8	ea	234.23	1,874
7110-00-149-1628	Desk, single ped	2	ea	180.09	360
7110-00-149-1653	Chair, rotary w/arms	10	ea	82.00	820
7110-00-958-8044	Chair, secretarial rotary	8	ea	64.60	517
7110-00-497-2012	Filing cabinet, 5 dwr, legal size, parchment	8	ea	146.20	1,170
7125-00-764-6129	Cabinet, storage, dbl dr.	2	ea	132.78	266
7110-00-149-1659	Credenza	2	ea	340.39	681
7110-00-113-0816	Table, gen'l purpose	2	ea	168.45	337
7110-00-149-1653	Chair, office w/arms	10	ea	82.00	820
7110-00-149-2075	Chair, side w/o arms	8	ea	71.05	568
7110-00-149-1628	Desk, flat top, single ped	6	ea	180.09	1,081
7110-01-016-6580	Attachment for above desk	6	ea	132.93	798

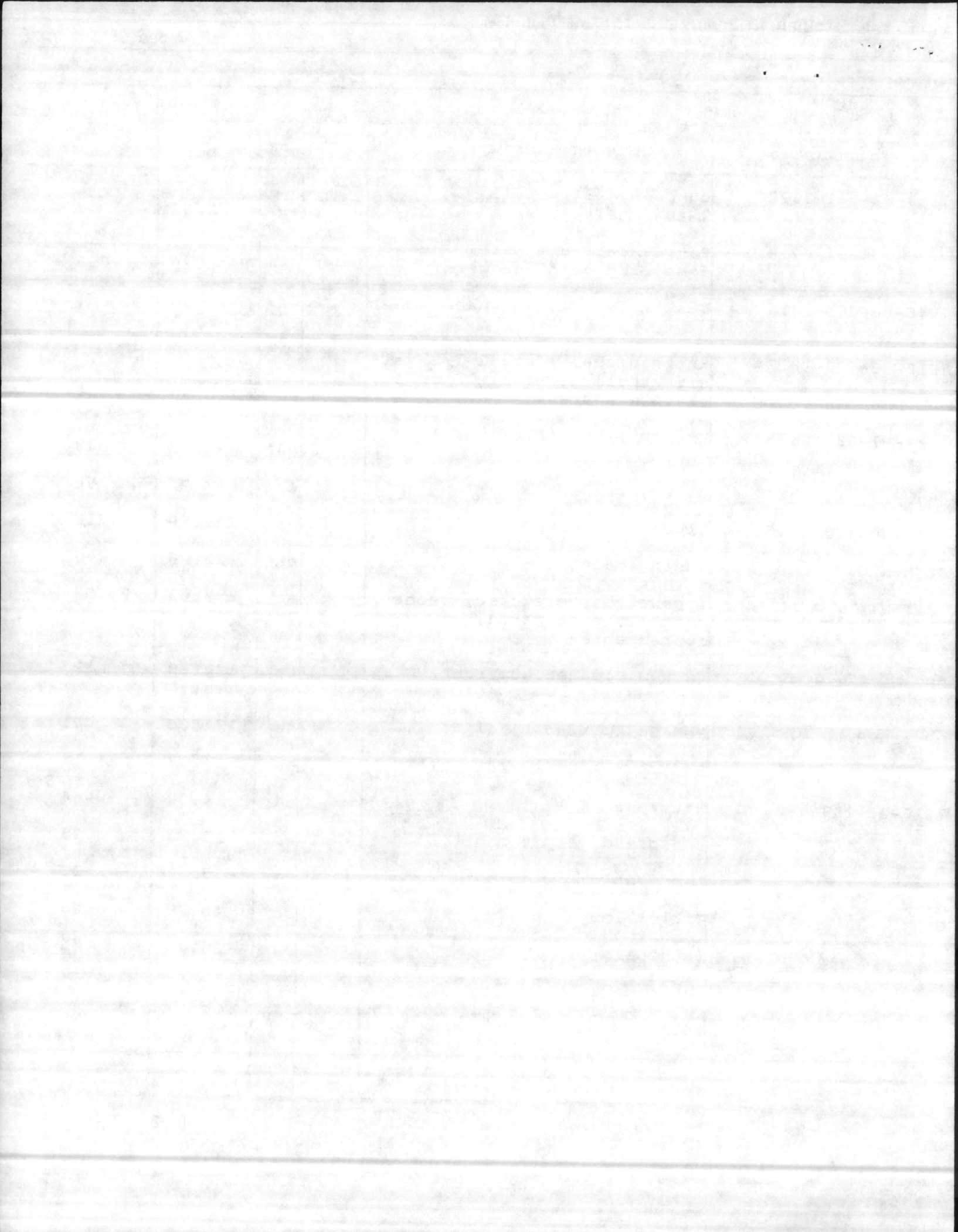


1. ACTIVITY (Name and Location)
 MARINE CORPS BASE, CAMP LEJEUNE, NC 28542

2. PROJECT TITLE
 VEHICLE READY FUEL STORAGE (FY-90)

P. NO. P-853

COG. SYMBOL AND FED. STOCK NO. OR OTHER SOURCE	ITEM/EQUIPMENT DESCRIPTION	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	TOTAL COST
7110-00-601-9822	Bookcase, 48" overall 2 adj shelves	8	ea	82.92	663
7195-00-004-6716	Rack, wearing apparel, con- temporary 6 mtl hangers	8	ea	49.39	395
7240-00-285-5416	Basket, waste, 24 guage steel	20	ea	2.85	57
4210-00-720-1815	Extinguisher, fire 2-1/2 gal air expelled water, Class A stainless steel	6	ea	25.98	156
4210-01-089-0875	Extinguisher, fire, 20 lb Halon	6	ea	90.00	540
6645-00-514-3523	Clock, wall	12	ea	8.20	98
7910-00-680-8296	Floor Polisher	1	ea	209.90	210
OP MONROE	Adding Machine	1	ea	400.00	400
OP IBM	Typewriter, electric, selec- tric II, dual pitch, correctable	3	ea	850.00	2,550
OP	Vacuum cleaner, upright	1	ea	127.00 (est)	127
OP (DUTY ROOM)	Bed Bunk, king size	1	ea	71.00	71
"	Bed, bunk conversion unit	1	ea	14.00	14
7210-00-139-6424	Mattress	1	ea	54.00	54
OP	Bedspread (2 per man)	2	ea	14.00	28
"	Lamp Table	1	ea	33.00	33
OP	Table, lamp	1	ea	45.00	45
	Tackboard	1	ea	35.00	35
	TOTAL EXPENSE ITEMS				14,768

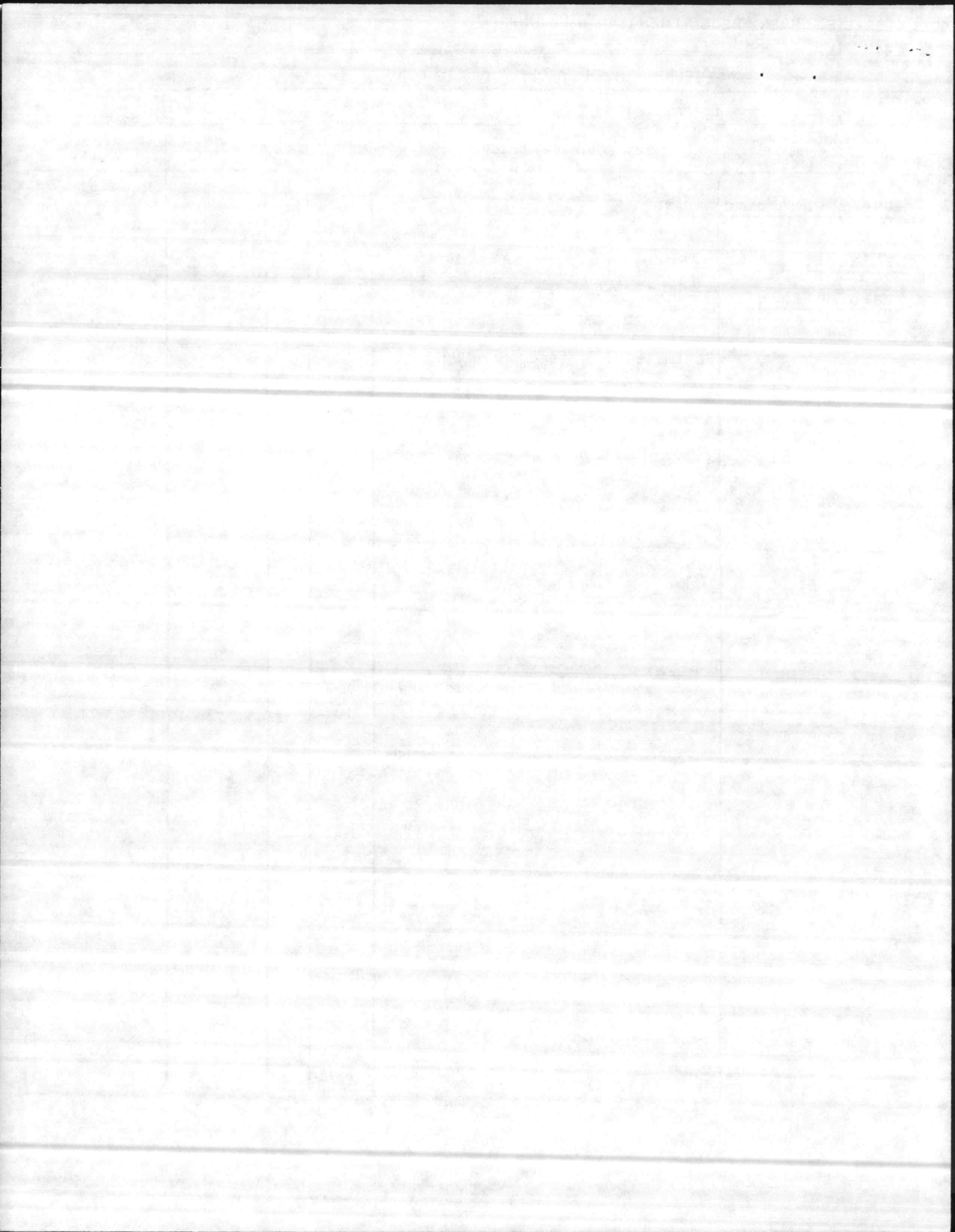


1. ACTIVITY (Name and Location)
 MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

2. PROJECT TITLE
 VEHICLE READY FUEE STORAGE (FY-90)

P. NO.
 P-853

COG. SYMBOL AND FED. STOCK NO. OR OTHER SOURCE	ITEM/EQUIPMENT DESCRIPTION	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	TOTAL COST
3. <u>Investment Items:</u>	None.				
4. <u>APA Eqpt:</u>	None.				
5. <u>Training Eqpt.:</u>	None				
Estimated BOD December 1991					





DEPARTMENT OF THE NAVY

NAVAL FACILITIES ENGINEERING COMMAND

200 STOVALL STREET

ALEXANDRIA, VA 22332-2300

IN REPLY REFER TO
Ser: 04B3/89-213
10 January 1990

From: Commander, Naval Facilities Engineering Command
To: Commander, Atlantic Division, Naval Facilities Engineering Command

Subj: CLASSIFICATION OF FUEL STORAGE AND DISPENSING FACILITIES MCB CAMP
LEJUENE, NC

Ref: (a) LANTDIV ltr 408:SRB:103 of 21 Dec 89
(b) NAVFAC DM-22 Petroleum Fuel Facilities, 1982
(c) NFPA 30A "Automotive and Marine Service Station Code", 1987

1. Reference (a) requested clarification of definition of automotive versus tank truck loading facility so a determination could be made as to the type of storage tanks required.

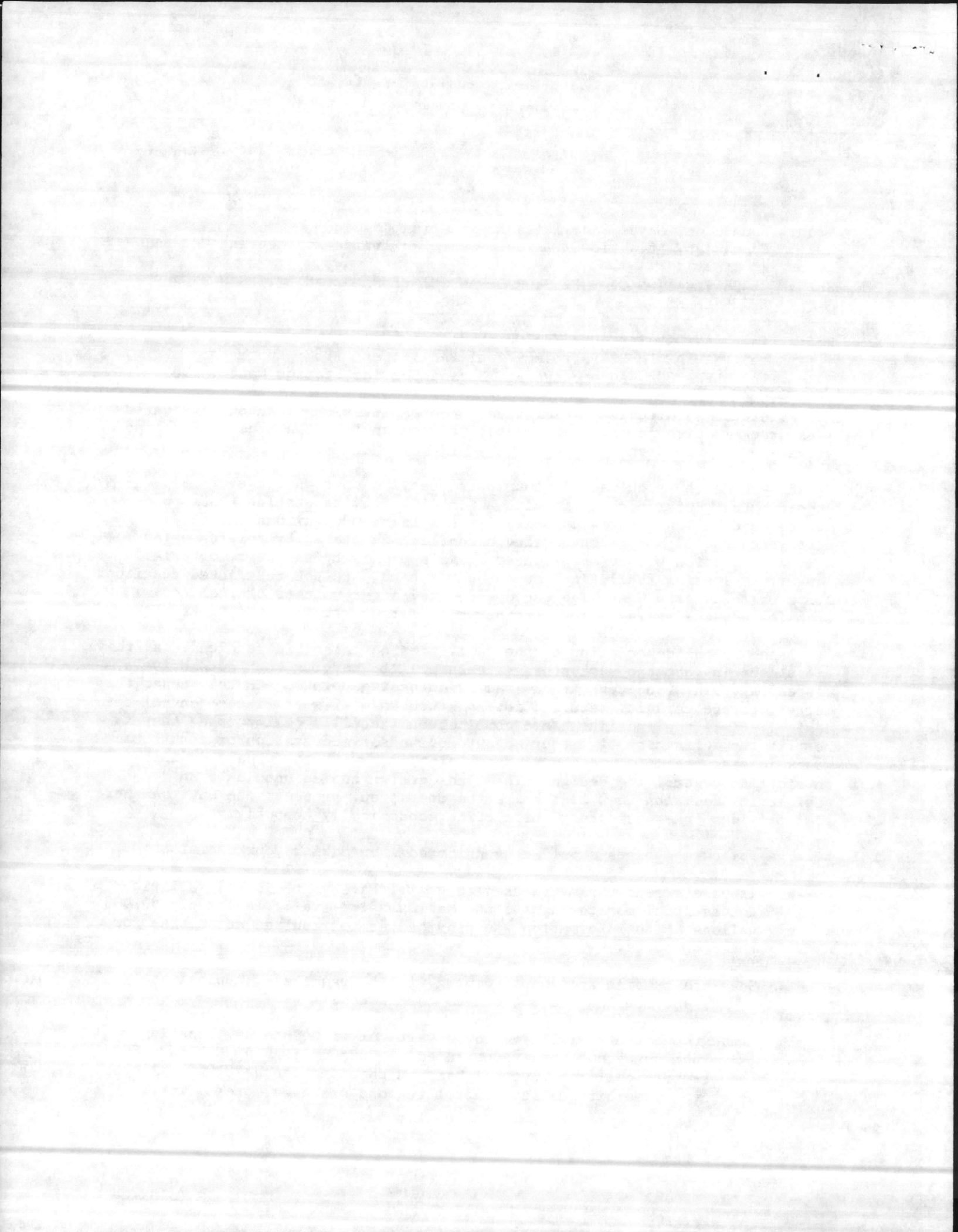
2. Reference (b) requires all automotive service station tanks to be underground. Reference (c) permits automotive service station tanks to be aboveground as long as the capacity is less than 6000 gallons. This difference should not be considered a conflict as stated by reference (a) but only a reflection of the more conservative approach by the Navy Criteria. Tank truck loading facilities, on the other hand, are not restricted to either above or below ground storage but due to the larger volumes of fuel transferred, the storage tanks are normally larger, aboveground tanks.

3. Based on the description of the facilities contained in reference (a) they are unique in that the same storage tanks will be serving both automotive dispensing points and tank truck loading/unloading points. In this case, the larger storage capacity required for tank trucks will most likely control the design. Since the facilities are combined and actually dual purpose they do not fit the definition of either an automotive service station or a bulk tank truck loading facility and there is no point in trying to force a definition in order to control the design. The final design choice should be an engineering decision that best suits the operation, protects the environment, best provides inherent safety while being economically competitive.

4. The following points should be considered when making your decision:

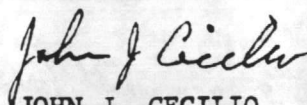
- a. If underground tanks are used they will have to be double wall with interstitial monitoring and the maximum size available is only 50,000 gallons. (No information was provided as to required capacities for these projects.)
- b. Separate pumping and supply piping will be required. Approximately 10 GPM to automobiles and 600 GPM to tank trucks.
- c. Aboveground tanks will have to be vertical with internal floating pan (aluminum honeycomb type recommended). Current EPA (40 CFR part 60) requirements call for internal pans on gasoline tanks 20,000 gallons or above, some air quality control regions are even more strict.

atch(i)



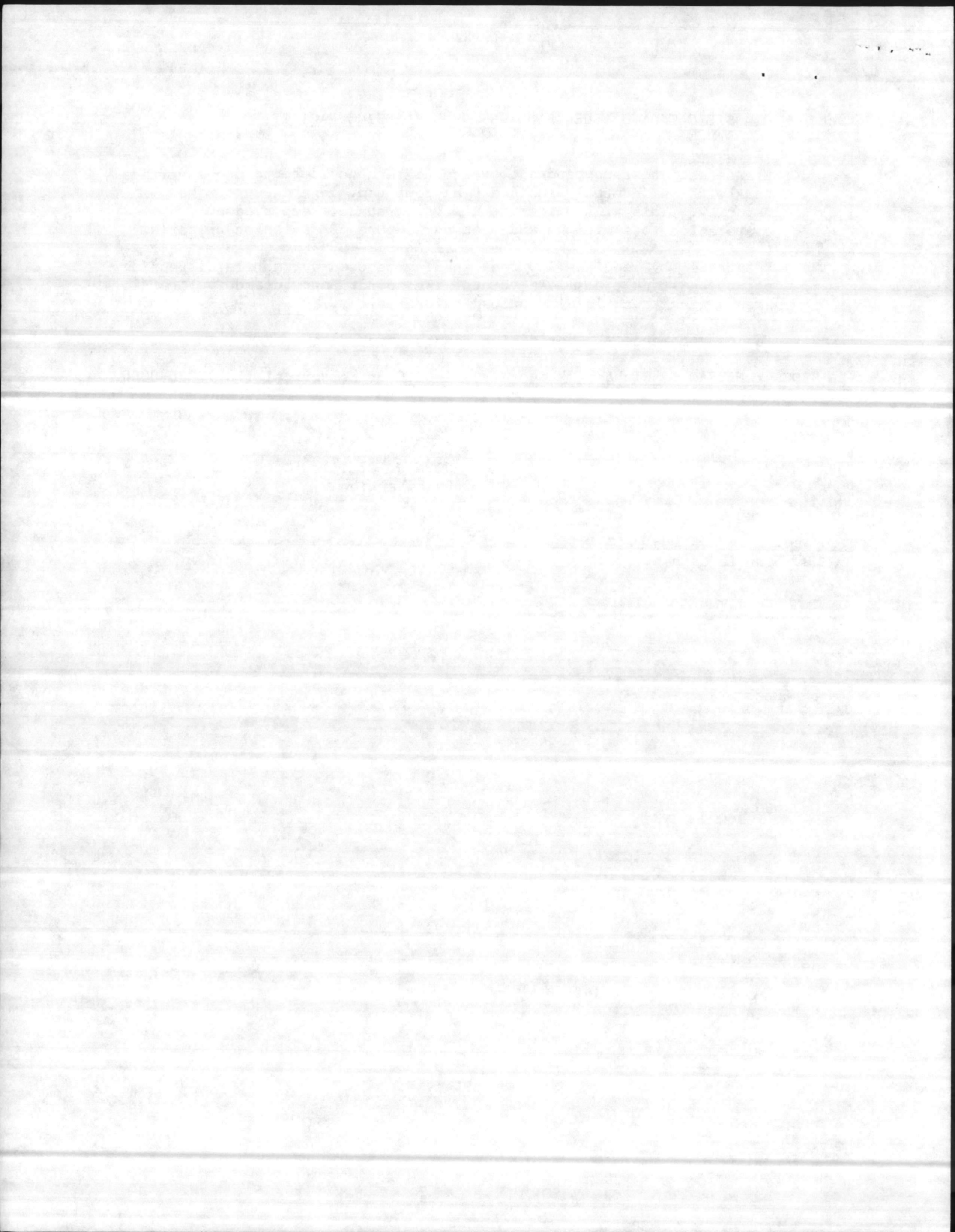
Subj: CLASSIFICATION OF FUEL STORAGE AND DISPENSING FACILITIES

- d. The safest and recommended aboveground tank would be to use a vertical tank with an internal aluminum honeycomb pan, regardless of the capacity. This will eliminate all vapor space, keep product evaporation to a minimum and meet any future EPA emission criteria.
 - e. Reference (b) requires 100 feet spacing between automobile dispensing points and tank truck load points. We do not want automotive traffic around tank truck loading/unloading operations.
 - f. Follow reference (b) for diking, containment, etc.
5. POC at NAVFAC is Richard Thomas a/v 221-0060 or commercial (202) 325-0060.



JOHN J. CECILIO
By direction

Copy to:
CGMCB, Camp Lejuene



APPENDIX B

4 May 1990

1. A&E Contract No.: N62470-89-C-4826

Project Title/Location: FY 92 MCON Project P-545, Aircraft Rapid Refuel Station, Marine Corps Air Station, New River, North Carolina

Attachments:

- (a) Soil Sampling Report, MCAS New River, NC of 24 January 1990 (sep cover)
- (b) Cost Certification Package for FY 92 MCON P-545, Aircraft Rapid Refueler Stations, MCAS New River, NC dated 11 April 1990 (sep cover)
- (c) DD Form 1391 dated 11 April 1990

2. Current Authorized Project Budget: \$7,100,000

Estimated Construction Cost (ECC)*: \$6,381,000

*Does not include OMSI or PCAS

3. LANTNAVFACENCOM Project Manager (PM)/Telephone:

Mr. K. E. (Ken) Clark, P. E., Code 09A2133/804-444-9614

4. Activity Point of Contact/Telephone:

Mr. F. (Flic) Acosta, S-4/919-451-6506

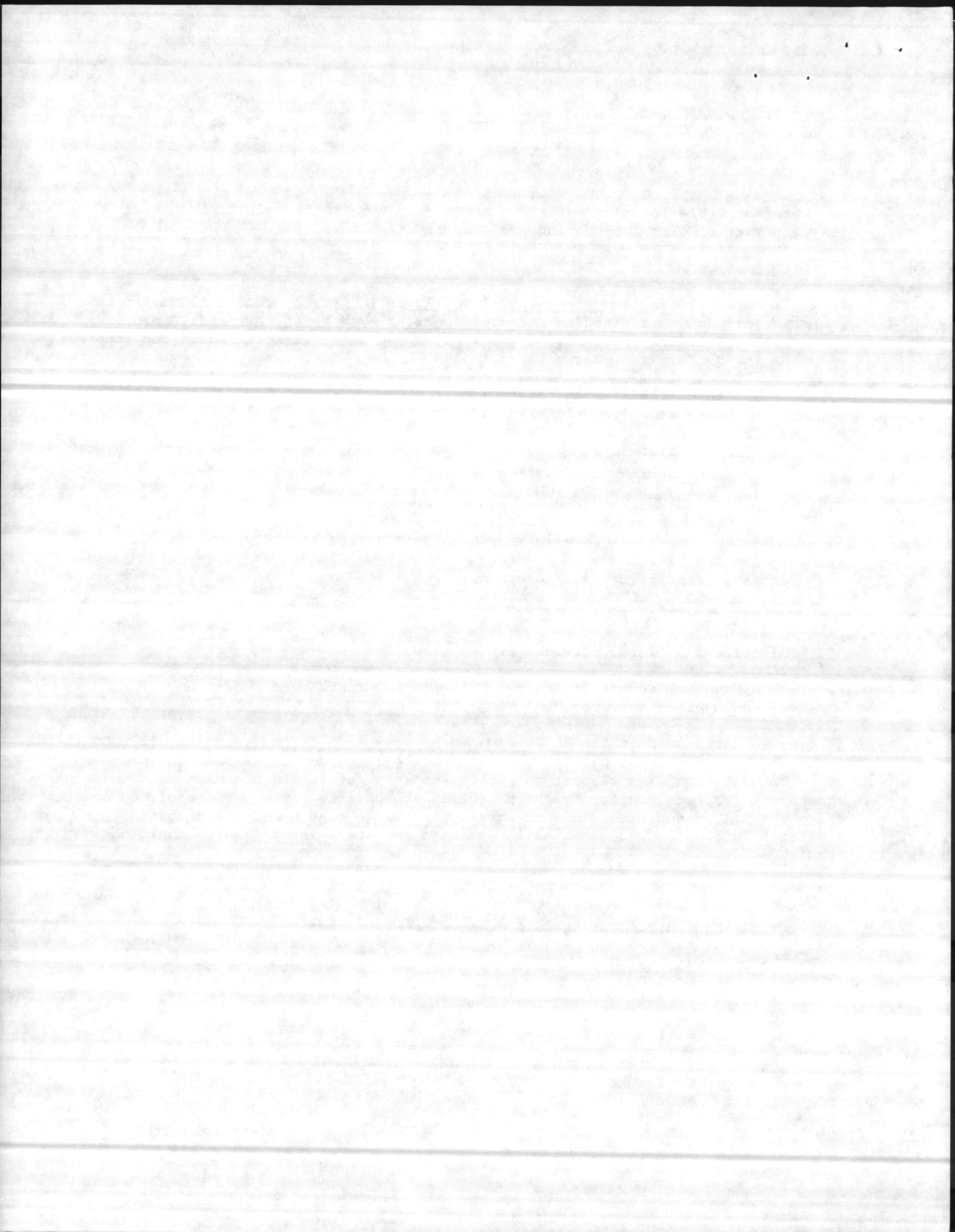
5. The following listed services are required:

Updated DD Form 1391
Engineering Services

Travel and Subsistence

a. Updated DD Form 1391: An updated DD Form 1391 is required for all MCON Projects. As an initial part of design, you are required to evaluate the project scope of work/cost with respect to attachment (a), revalidate the data contained in attachment (b), and modify attachment (c) as appropriate. The purpose of the update is to provide an enhanced scope of work and reliable cost based on the best available information obtained during design to date. The following shall be submitted:

- (1) Updated DD Form 1391 with current scope and cost
- (2) Explanation of the differences from attachment (b)
- (3) Project special considerations



6. Fees and Options:

	<u>AWARD</u>	<u>OPTIONS</u>
Engineering Services	\$6,011	
Travel and Subsistence	1,185	
*Design and All Associated Engineering Services		Unpriced
*Shop Drawing Review		Unpriced
*As Built Drawing Preparation		Unpriced
QAP Services		Unpriced
OMSI User Manual		Unpriced
OMSI Operating and/or Operations and Maintenance Manual		Unpriced
Construction Surveillance		Unpriced
Unit Cost Additional Soil Borings > ___ LF		Unpriced
Unit Cost Additional Asbestos Survey > ___ Tests		Unpriced
 TOTAL CONTRACT VALUE:	 \$7,196	

*These options to be negotiated within 180 days of contract award.

7. Proposed Milestones:

The designer of record shall pursue the work diligently in accordance with the date schedule established herein. **Your assessment of the schedule shall be provided monthly to the PM.**

**CONTRACTOR
SUBMITTAL DATES**

Updated DD Form 1391

22 JUN 90

8. Scope Description:

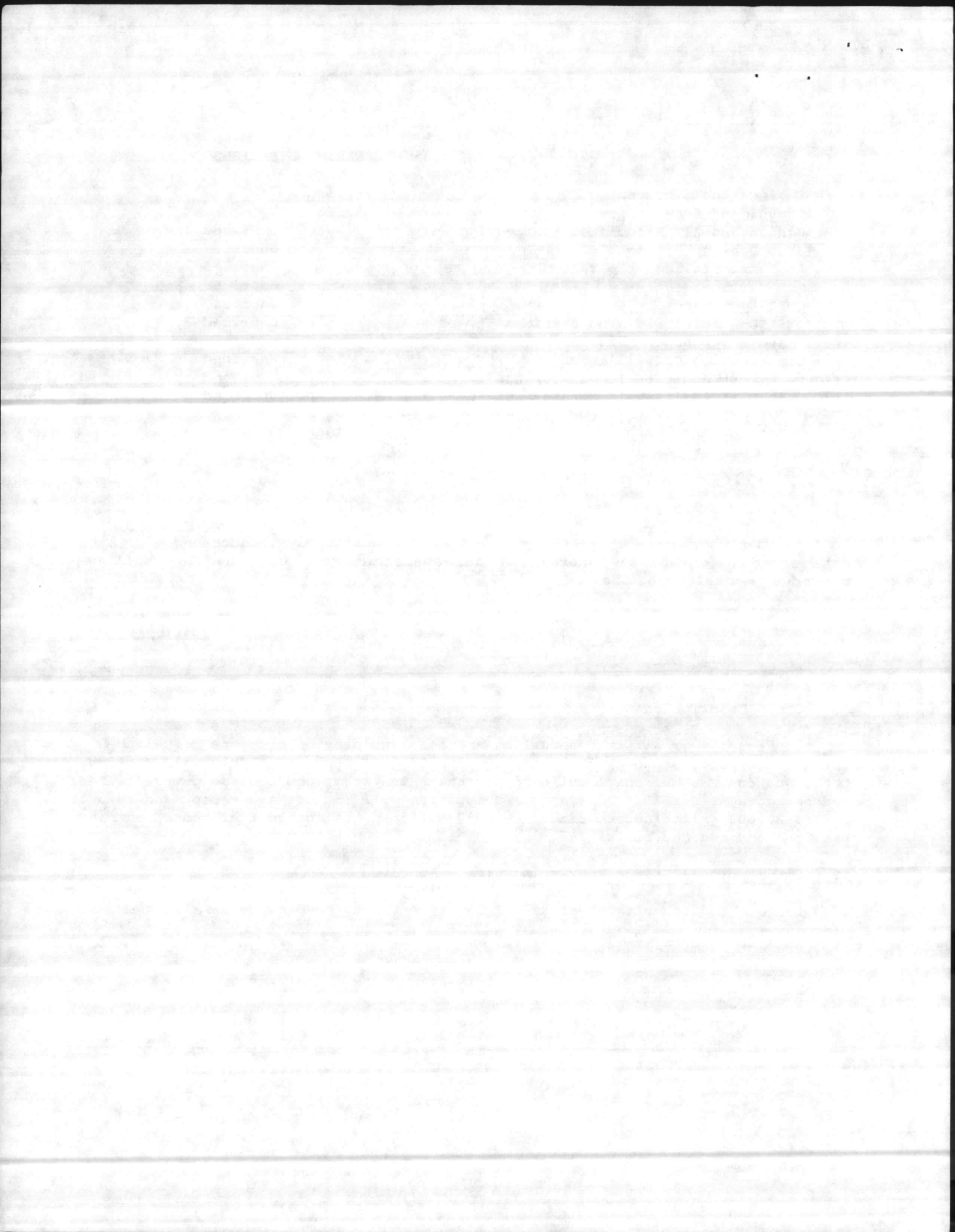
Construct four aircraft refueling stations and provide concrete refueling aprons, emergency showers, lighting, two 30,000 gallon buried double-wall storage tanks and one CMU personnel building for the A-B system; and upgrade pumps, filters and pantographs for the C-D system. Demolition will include excavation and removal of two 20,000 gallon buried tanks, two 550 gallon contaminated fuel tanks, pumping stations and two CMU buildings.

9. Site Approval Status: Existing Site - Approved.

10. Project Environmental Assessment (PEA): Activity to provide

11. Project Submittal Distribution:

<u>LANTNAVFACENCOM</u>	<u>ACTIVITY</u>
Updated DD Form 1391	Original 3 copies
	1



MAILING ADDRESSES: DIRECT DISTRIBUTION TO EACH ADDRESSEE BY A&E IS REQUIRED

LANTNAVFACENGCOM

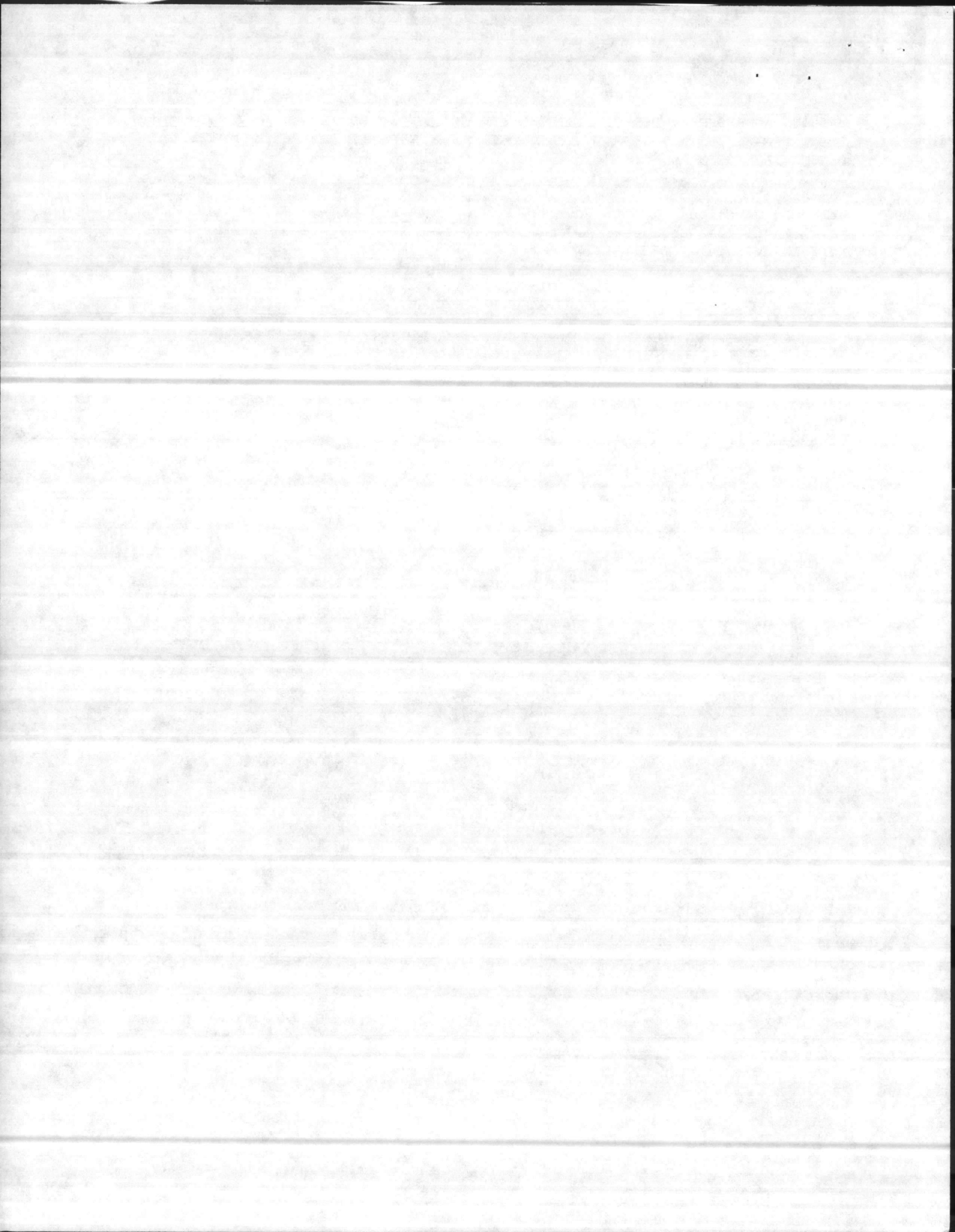
Commander
Atlantic Division
Naval Facilities Engineering Command
Norfolk, Virginia 23511-6287

Attn: Code 09A2133, Mr. K. E. Clark, P. E.

ACTIVITY (MCAS NEW RIVER)

Commanding Officer
Marine Corps Air Station
New River
Jacksonville, North Carolina 28545-5001

Attn: Code S-4, Mr. Flic Acosta



1. COMPONENT NAVY	FY 19_92	MILITARY CONSTRUCTION PROJECT DATA	2. DATE 11 APR 90
3. INSTALLATION AND LOCATION MARINE CORPS AIR STATION, NEW RIVER, N.C.	4. PROJECT TITLE AIRCRAFT RAPID REFUELER STATIONS		
5. PROGRAM ELEMENT	6. CAT CODE 121-10	7. PROJECT NUMBER P-545	8. PROJECT COST (\$000) 7,100

9. COST ESTIMATES

ACF: 0.92	ITEM	ESCALATED TO: 01APR92	U/M	QUANTITY	UNIT COST	COST (\$000)
	PRIMARY FACILITY		GAL	60,000	25.28	1,517
	BUILDING		SF	960	97.92	(124)
	FUEL STORAGE READY ISSUE		GAL	60,000	14.88	(893)
	AIRCRAFT FUELING STATIONS		EA	4	125,000.00	(500)
	SUPPORTING FACILITIES		LS			4,864
	ELECTRICAL UTILITIES (B)		LS			(240)
	MECHANICAL UTILITIES (C)		LS			(345)
	ROADS, PARKING, SIDEWALKS (D)		LS			(1,163)
	SITE IMPROVEMENTS (E)		LS			(847)
	DEMOLITION (F)		LS			(199)
	SITE REMEDIATION (G)		LS			(2,070)
	SUBTOTAL					6,381
	CONTINGENCIES (5%)					319
	TOTAL CONTRACT COST					6,700
	SUPERVISION, INSPECTION, OVERHEAD (6%)					402
	TOTAL REQUEST					7,102
	TOTAL REQUEST (ROUNDED)					7,100
	EQUIPMENT PROVIDED FROM OTHER APPROPRIATIONS (NON ADD)					

10. DESCRIPTION OF PROPOSED CONSTRUCTION
 Construct four aircraft refueling stations and provide concrete refueling aprons, emergency showers, lighting, two 30,000 gallon buried double wall storage tanks and one CMU personnel building for the A-B system and upgrade pumps, filters, and pantographs for the C-D System. Demolition will include excavation and removal of two 20,000 gallon buried tanks (AS-507 and AS-508), two 550 gallon contaminated fuel tanks (AS-545 and AS-547), pumping stations and two CMU buildings (AS-509 and AS-537). Air conditioning requirement: 3 tons.

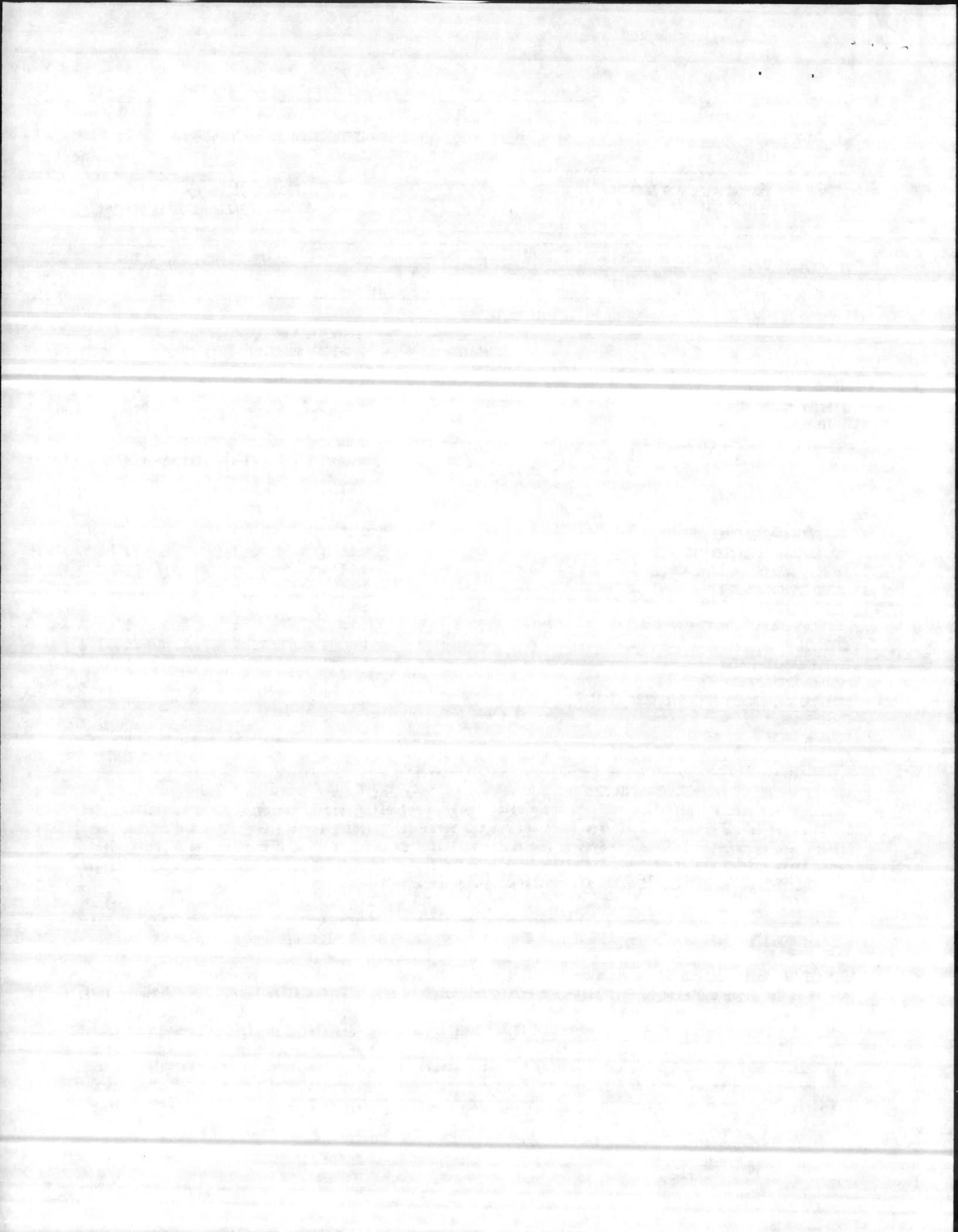
11. REQUIREMENTS : 1800 GPM ADEQUATE: 0 GPM SUBSTANDARD: 1200 GPM
 PROJECT: Upgrade existing refueling facility which has been in operation since 1971.
 REQUIREMENT: Modify existing high pressure refueling complex to support aircraft currently assigned to F16 units located at New River and also CH-46 follow-on aircraft scheduled to arrive at New River beginning in December 1991.
 CURRENT SITUATION: Facility will only support CH-46 and smaller aircraft adequately. Insufficient rotor clearances exist for CH-53 and larger aircraft. In order to refuel the CH-53 or larger aircraft, one of the two fuel lanes has to be closed which reduces fueling capability by 50%. The facility has a high breakdown frequency resulting from

DD FORM 1391

CERTIFIED READY FOR DESIGN	
<i>Wm. H. Russell</i> Wm. H. RUSSELL P. E. CODE 05A2	4-18-90 DATE
-NOT RECD FOR CMC PROJECT-	
T. C. HORSCH, P. E. CODE 20	DATE

file: 545NR92

ATTACHMENT (E)



1. COMPONENT
NAVY

FY 19_92

MILITARY CONSTRUCTION
PROJECT DATA

2. DATE
11 APR 90

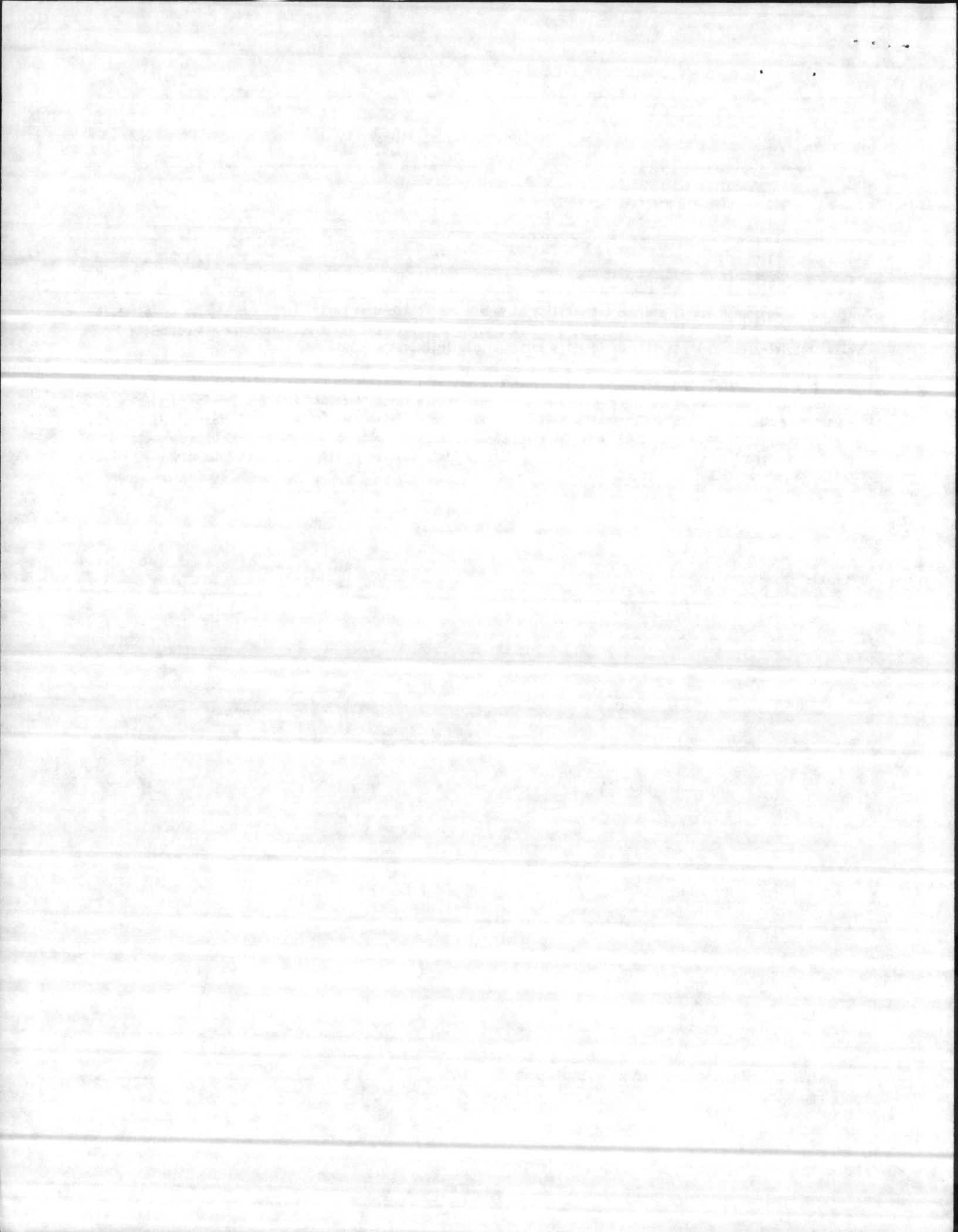
3. INSTALLATION AND LOCATION
MARINE CORPS AIR STATION, NEW RIVER, N.C.

4. PROJECT TITLE
UPGRADE RAPID REFUELER STATIONS

5. PROJECT NUMBER
P- 545

age of the equipment (1971) and non-availability of repair and replacement parts. Each lane handles two aircraft. The rear aircraft must wait until the forward aircraft moves before it can go. Since this is a hot refueling situation, significant quantities of fuel are wasted simply idling at the pits.

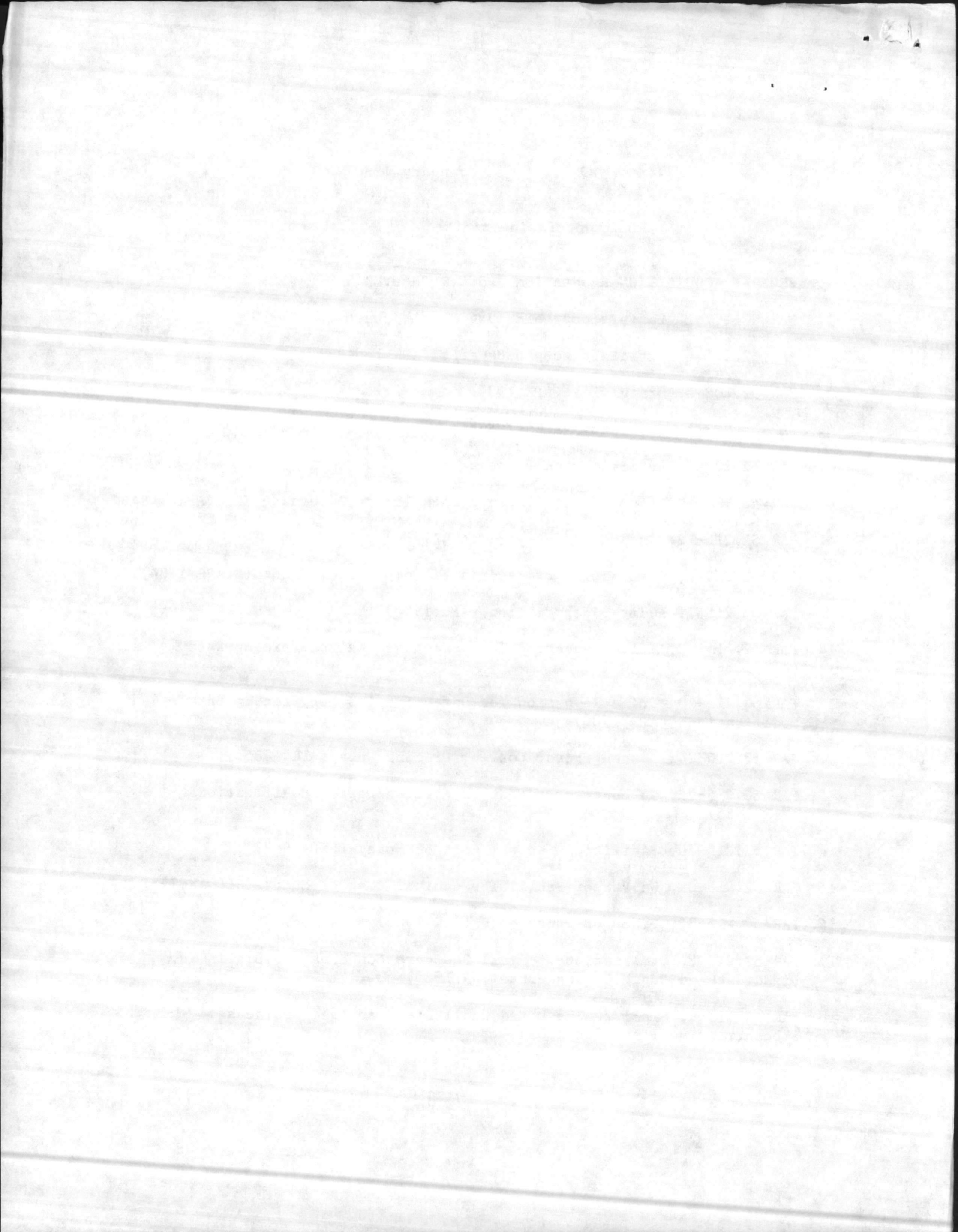
IMPACT IF NOT PROVIDED: The ability to 'hot' refuel aircraft will continue to be inefficient and experience long delays. Large quantities of fuel will continue to be lost through waste. Aircraft will continue to experience excessive ground time. With the arrival in 1991 of the MV-22 as a replacement for the CH-46, delays will increase significantly since the MV-22 is 85' wide while the CH-46 is only 50' wide. Since every CH-46 will be replaced by MV-22, the current facility will eventually become totally inadequate in providing the high temp turn around time needed to support aviation training.



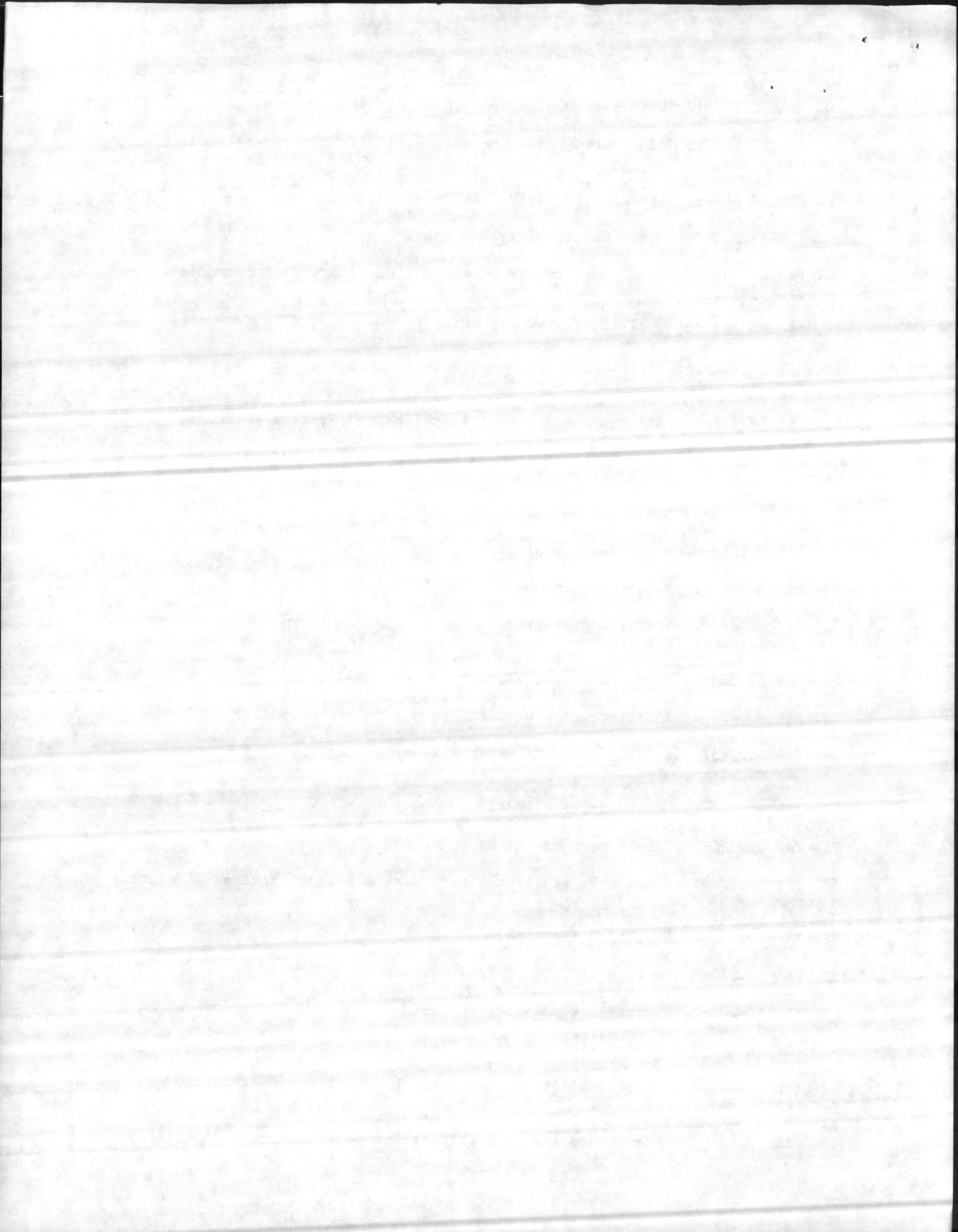
January 1990

CONTRACT CLAUSES
(Architect-Engineer Fixed Price Contract)

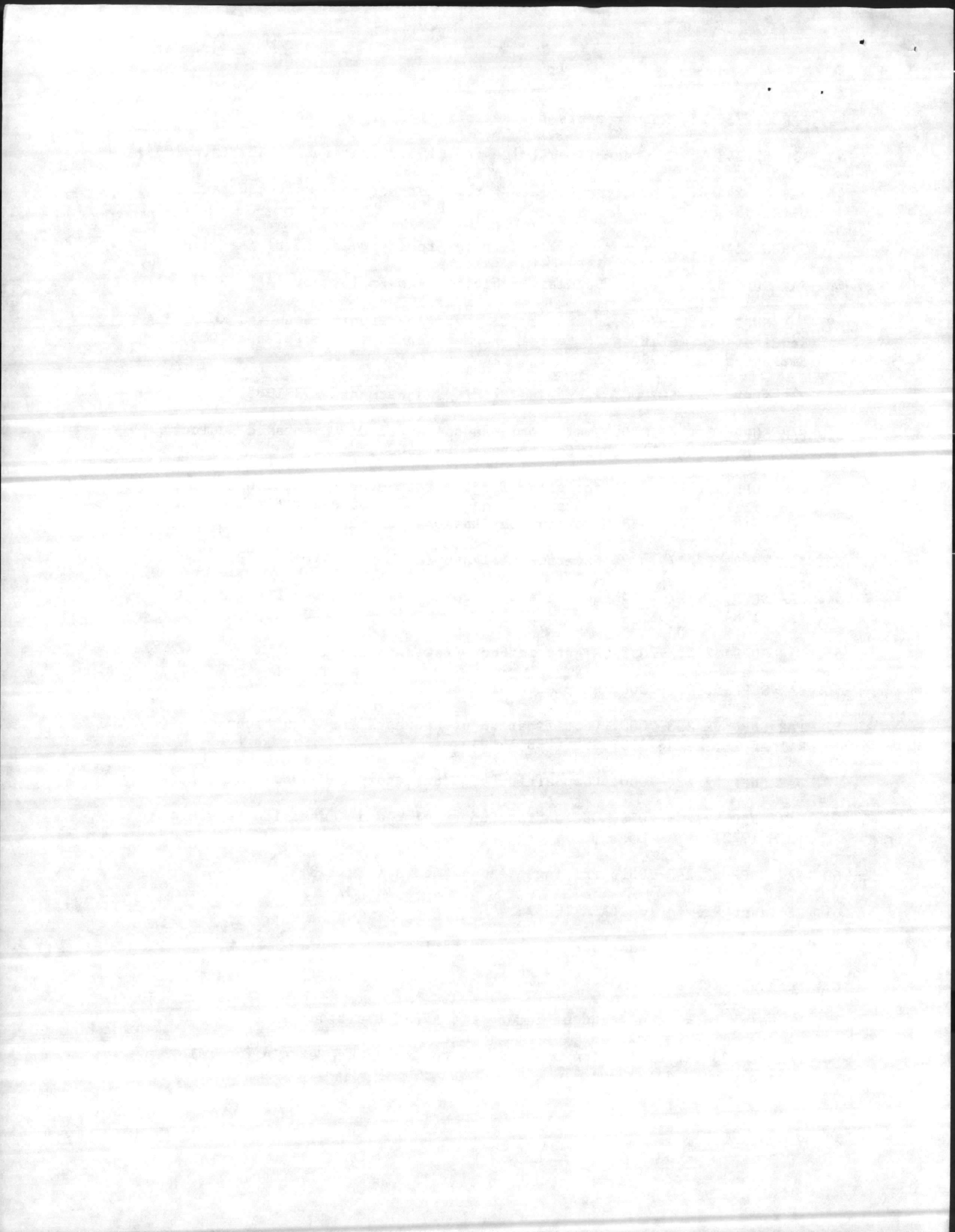
- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
 1. FAR 52.202-1, Definitions (APR 1984) - Alternate I (APR 1984)
 2. FAR 52.203-1, Officials Not To Benefit (APR 1984)
 3. FAR 52.203-3, Gratuities (APR 1984)
 4. FAR 52.203-5, Covenant Against Contingent Fees (APR 1984)
 5. FAR 52.203-7, Anti-Kickback Procedures (FEB 1987)
 6. FAR 52.204-2, Security Requirements (APR 1984) (Alternate II) (APR 1984)
 7. FAR 52.212-12, Suspension of Work (APR 1984)
 8. FAR 52.215-1, Examination of Records by Comptroller General (APR 1984)
 9. FAR 52.215-2, Audit - Negotiation (APR 1988)
 10. FAR 52.215-22, Price Reduction for Defective Cost or Pricing Data (APR 1988)
 11. FAR 52.215-23, Price Reduction for Defective Cost or Pricing Data - Modifications (APR 1988)
 12. FAR 52.215-24, Subcontractor Cost or Pricing Data (APR 1985)
 13. FAR 52.215-25, Subcontractor Cost or Pricing Data - Modifications (APR 1985)
 14. FAR 52.215-30, Facilities Capital Cost of Money (SEP 1987)
 15. FAR 52.215-31, Waiver of Facilities Capital Cost of Money (SEP 1987)
 16. FAR 52.215-33, Order of Precedence (JAN 1986)
 17. FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985)
 18. FAR 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan (Aug 1989)



19. FAR 52.219-13, Utilization of Women-Owned Business Concerns (AUG 1986)
20. FAR 52.219-16, Liquidated Damages--Small Business Subcontracting Plan (AUG 1989)
21. FAR 52.222-3, Convict Labor (APR 1984)
22. FAR 52.222-26, Equal Opportunity (APR 1984)
23. FAR 52.222-28, Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
24. FAR 52.222-29, Notification of Visa Denial (APR 1984)
25. FAR 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
26. FAR 52.222-36, Affirmative Action for Handicapped Workers (APR 1984)
27. FAR 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
28. FAR 52.223-2, Clean Air and Water (APR 1984)
29. FAR 52.223-6, Drug-Free Workplace
30. FAR 52.227-1, Authorization and Consent (APR 1984)
31. FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
32. FAR 52.230-3, Cost Accounting Standards (SEP 1987)
33. FAR 52.230-4, Administration of Cost Accounting Standard (SEP 1987)
34. FAR SUPP 52.232-7006, Payments Under Fixed-Price Architect-Engineer Contracts (AUG 1987) (DEV.)
35. FAR 52.232-17, Interest (APR 1984)
36. FAR 52.232-23, Assignment of Claims (JAN 1986)
37. FAR 52.232-26, Prompt Payment for Fixed Price Architect Engineer Contracts (APR 1989)
38. FAR 52.233-1, Disputes (APR 1984)
39. FAR 52.233-2, Service of Protest (JAN 1985)
40. FAR 52.233-3, Protest after Award (JUN 1985)
41. FAR 52.236-22, Design Within Funding Limitations (APR 1984)
42. FAR 52.236-23, Responsibility of the Architect-Engineer Contractor (APR 1984)
43. FAR 52.236-24, Work Oversight in Architect-Engineer Contracts (APR 1984)



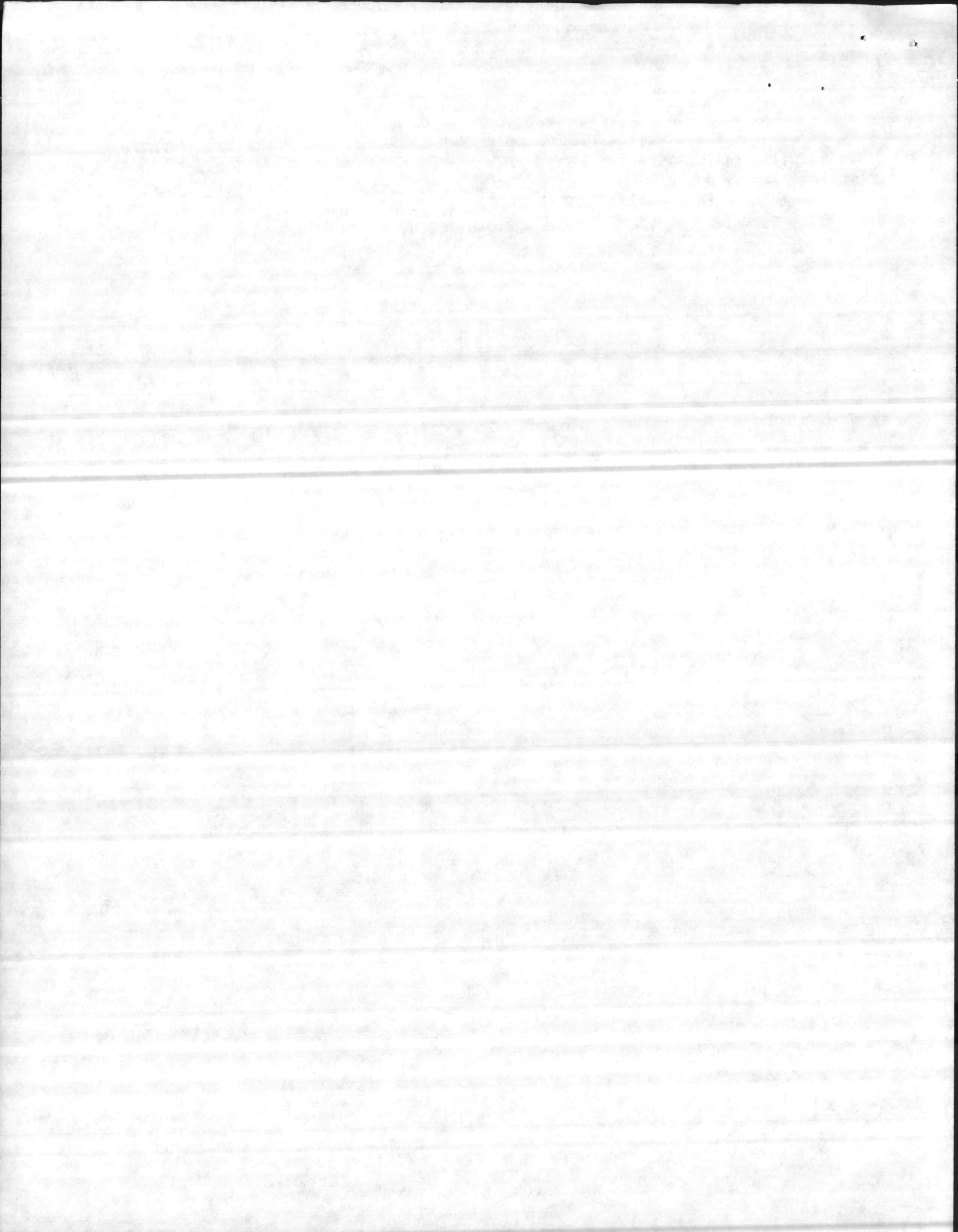
44. FAR 52.236-25, Requirements for Registration of Designers (APR 1984)
45. FAR 52.243-1, Changes--Fixed Price (AUG 1987) (Alternate III) (APR 1984)
46. FAR 52.244-4, Subcontractors and Outside Associates and Consultants (APR 1984)
47. FAR 52.249-7, Termination (Fixed Price Architect--Engineer) (APR 1984)
48. FAR SUPP 52.203-7001, Special Prohibition on Employment (APR 1987)
49. FAR SUPP 52.203-7002, Statutory Compensation Prohibitions and Reporting Requirements Relating to Certain Former Department of Defense (DOD) Employees (APR 1988)
50. FAR SUPP 52.215-7000, Aggregate Pricing Adjustment (APR 1985)
51. FAR SUPP 52.219-7000, Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (JUN 1988)
52. FAR SUPP 52.219-7009, Incentive Program for Subcontracting with Small and Small Disadvantaged Business Concerns, Historically Black Colleges and Universities and Minority Institutions (JUN 1988)
53. FAR SUPP 52.227-7022, Government Rights (Unlimited) (MAR 1979)
54. FAR SUPP 52.227-7024, Notice and Approval of Restricted Designs (APR 1984)
55. FAR SUPP 52.227-7033, Rights in Shop Drawings (APR 1966)
56. FAR SUPP 52.231-7000, Supplemental Cost Principles (APR 1984)
57. FAR SUPP 52.233-7000, Certification of Requests for Adjustment or Relief Exceeding \$100,000 (FEB 1980)
58. FAR SUPP 52.236-7000, Composition of Contractor (JAN 1965)
59. FAR SUPP 52.236-7018, Option for Supervision and Inspection Services (APR 1972)
60. FAR SUPP 52.243-7001, Pricing of Adjustments (APR 1984)
61. Accident Prevention (APR 1985)
62. P-68 52.257, A&E Contracts for Consultation and Advice
63. General Paragraphs
64. Organizational Conflicts of Interest (NAVFAC Draft Jul 1989)
65. FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)



FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.



CONTRACT CLAUSES
(ARCHITECT-ENGINEER FIXED PRICE CONTRACT)

1. FAR 52.202-1, DEFINITIONS (APR 1984) (ALTERNATE I) (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

2. FAR 52.203-1, OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

3. FAR 52.203-3, GRATUITIES (APR 1984)

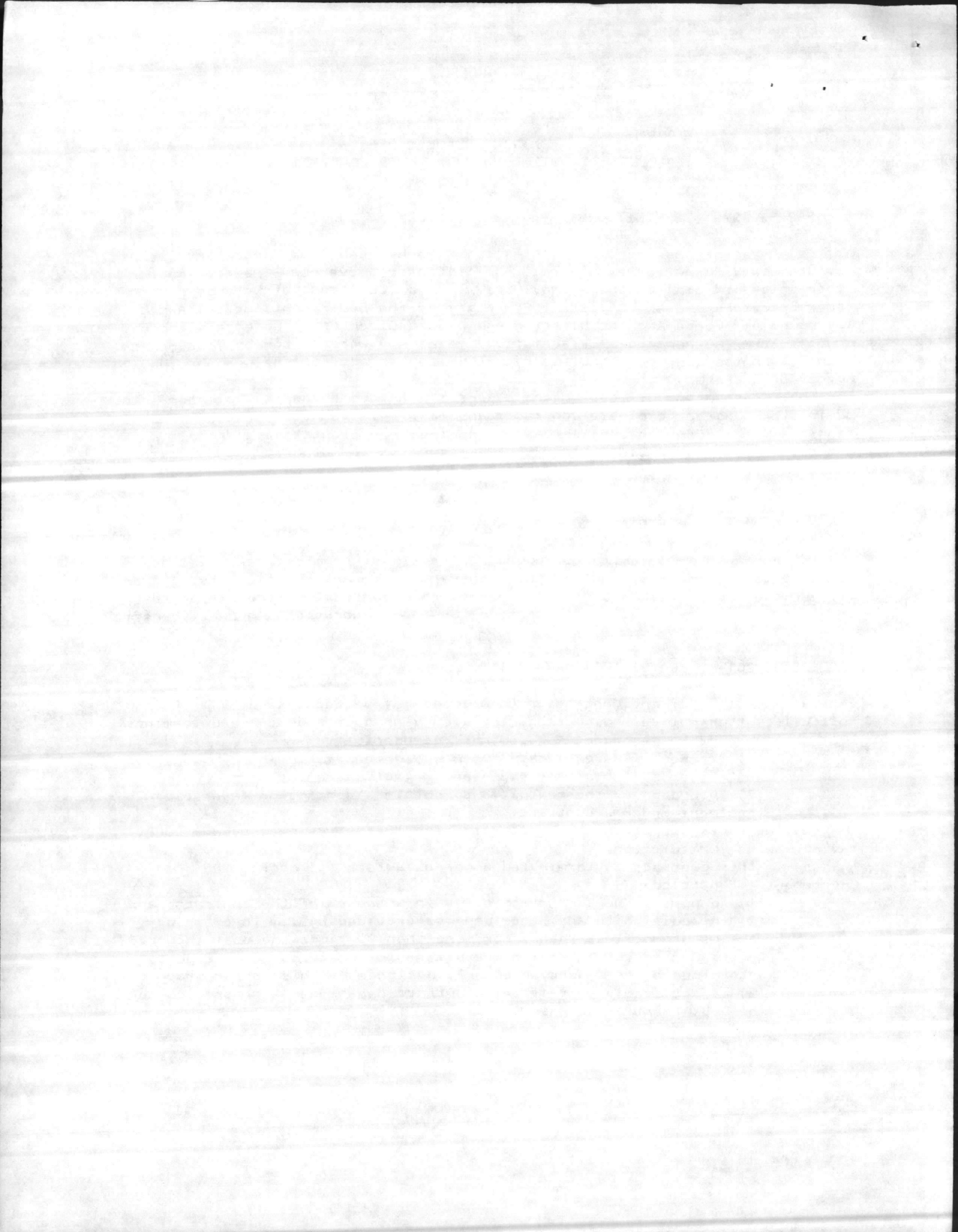
(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled -

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned as determined by the agency head or a designee. (This subparagraph (c) (2) is applicable only if this contract uses money appropriated to the Department of Defense.)



(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee except a bona fide employee or agency. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" as used in this clause means an established commercial or selling agency maintained by a contractor for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" as used in this clause means a person employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" as used in this clause means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" as used in this clause means any influence that induces or tends to induce a Government contract on any basis other than the merits of the matter.

5. FAR 52.203-7, ANTI KICKBACK PROCEDURES (FEB 1987)

(a) Definitions.

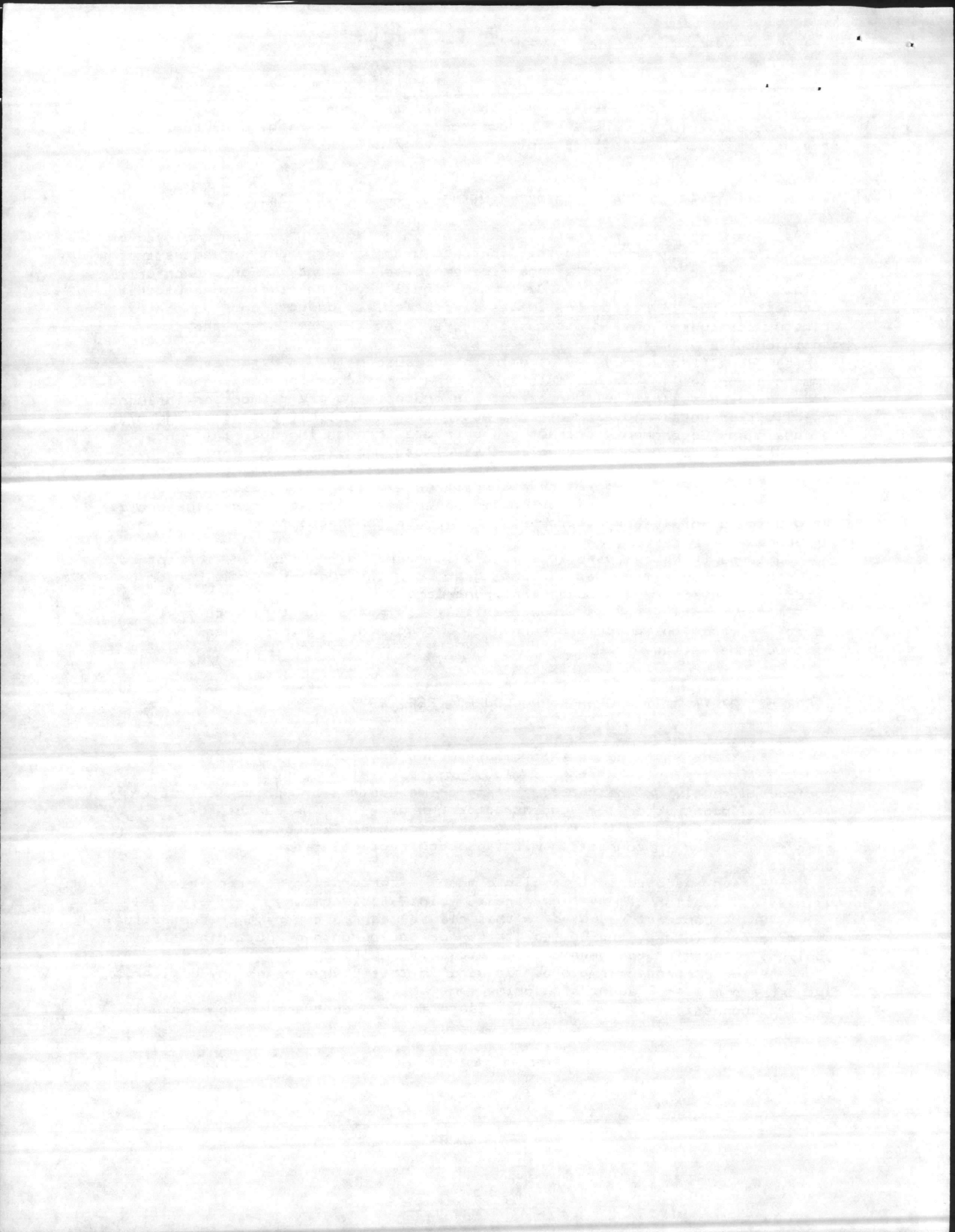
"Kickback" as used in this clause means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person" as used in this clause means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract" as used in this clause means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime contractor employee" as used in this clause means any officer, partner, employee, or agent of a prime contractor.

"Subcontract" as used in this clause means a contract or contractual



action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" as used in this clause (1) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor.

"Subcontractor employee" as used in this clause means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback; or

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

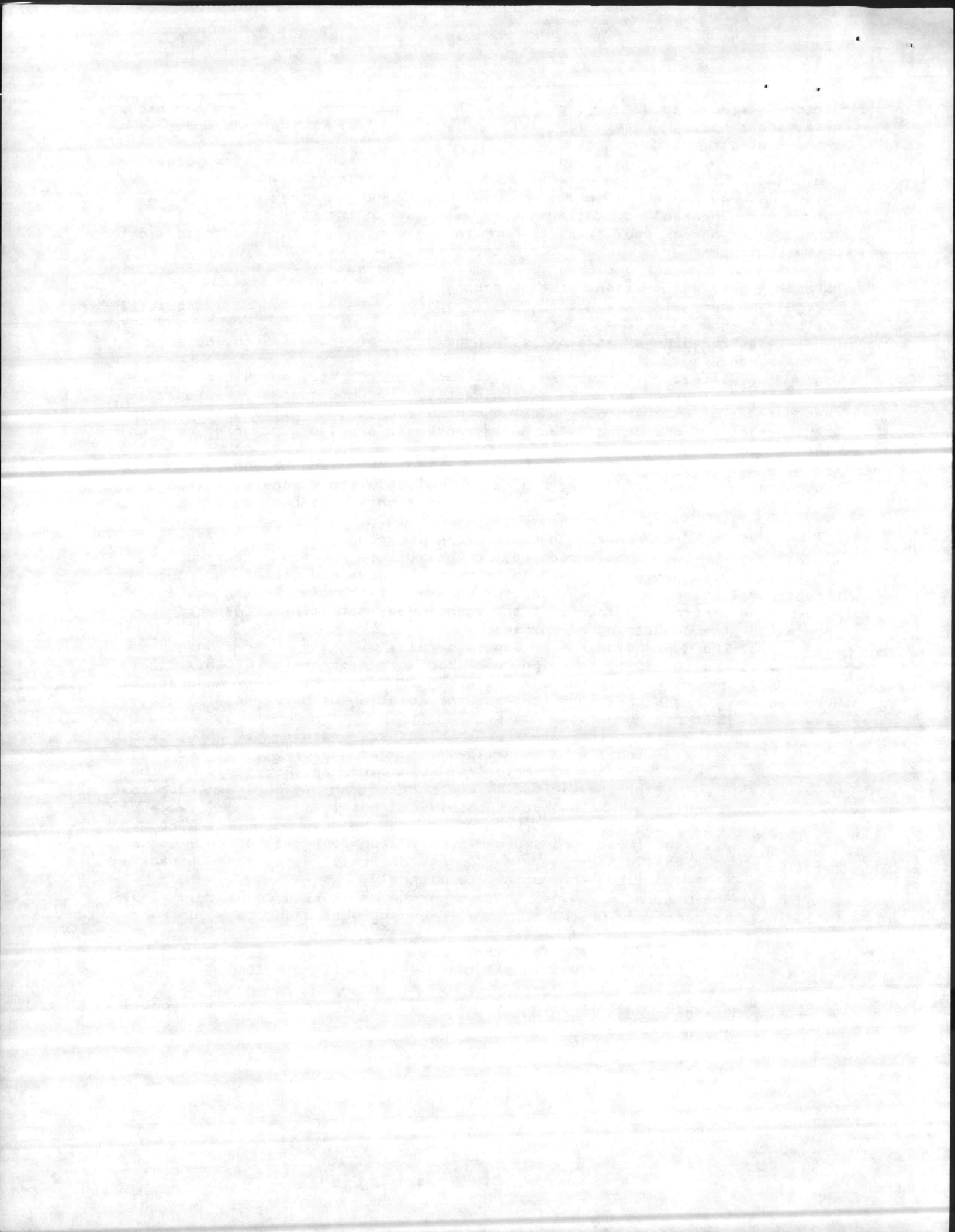
(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this clause, the Contracting officer may—

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

6. FAR 52.204-2, SECURITY REQUIREMENTS (APR 1984) (ALTERNATE II) (APR 1984)

(a) This clause applies to the extent that this contract involves access



to information classified "Confidential," "Secret," or "Top Secret."

(b) The contractor shall comply with (1) the Security Agreement (DD Form 441) including the Department of Defense Industrial Security Manual For Safeguarding Classified Information (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

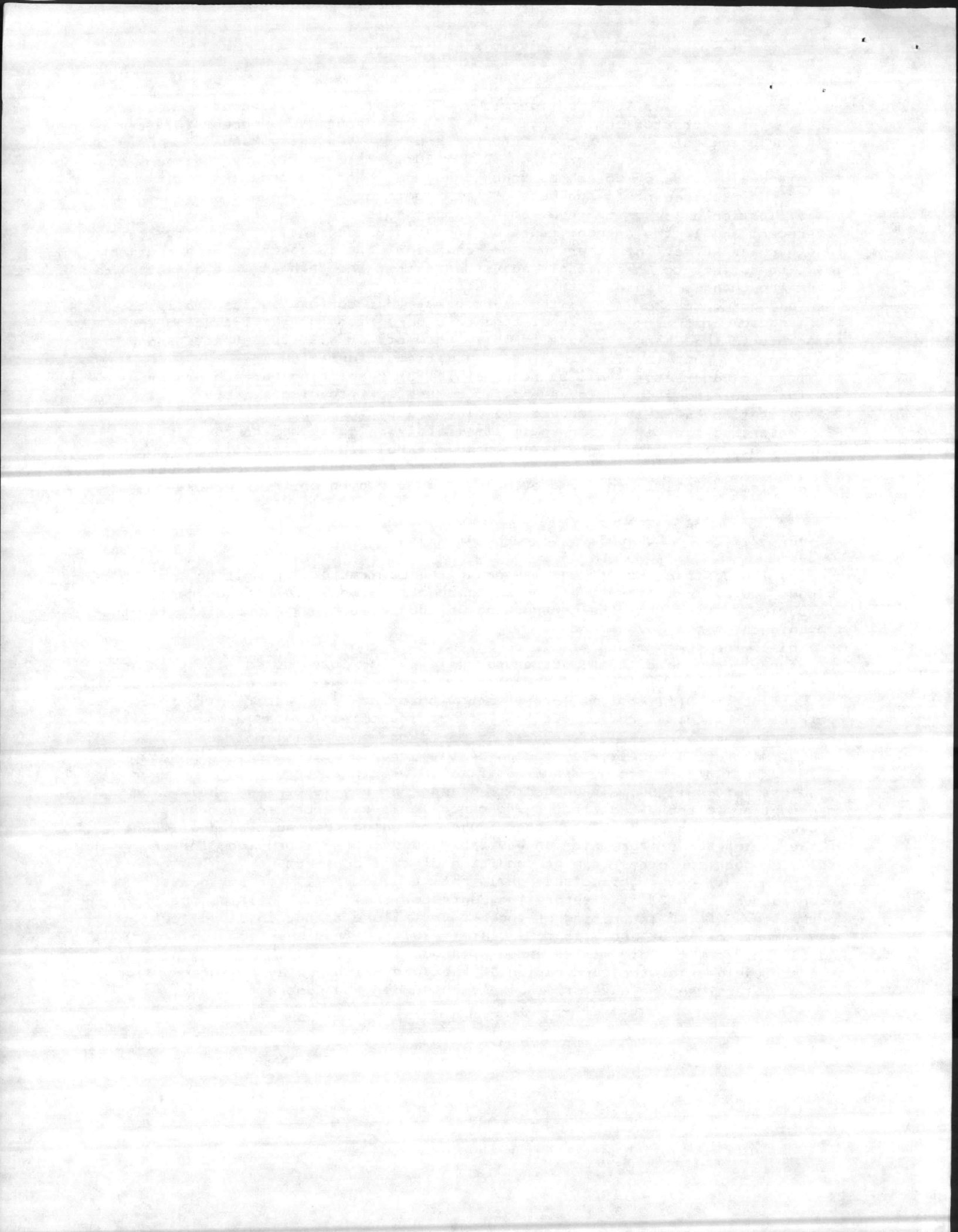
(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

7. FAR 52.212-12, SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay or interruption, but not later than the date of final payment under the contract.



3. FAR 52.215-1, EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

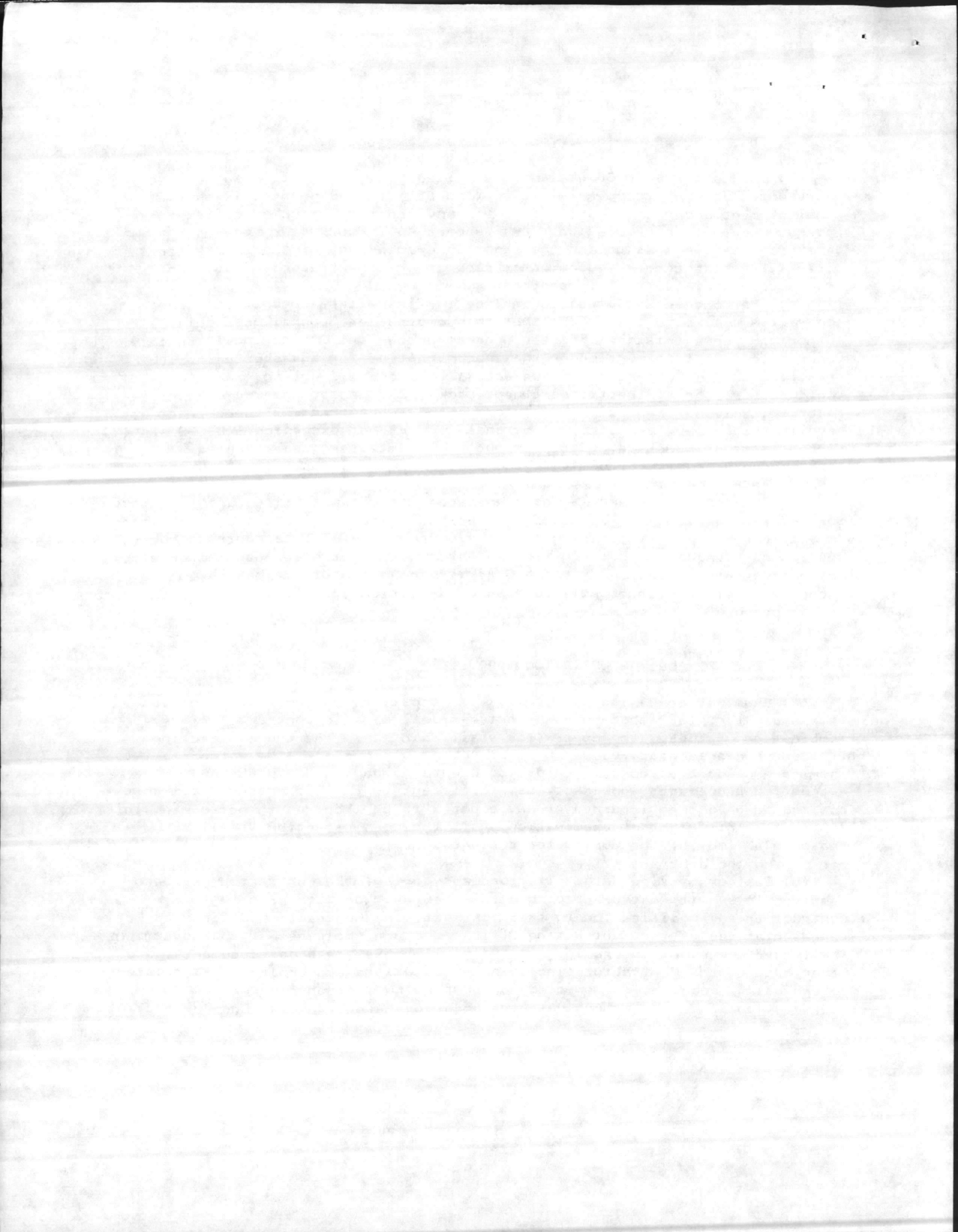
(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

9. FAR 52.215-2, AUDIT-NEGOTIATION (APR 1988)

(a) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, the Contractor shall maintain - and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit - books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to proposing, negotiating, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of



the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation, or for any longer period required by statute or by other clauses of this contract. In addition-

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

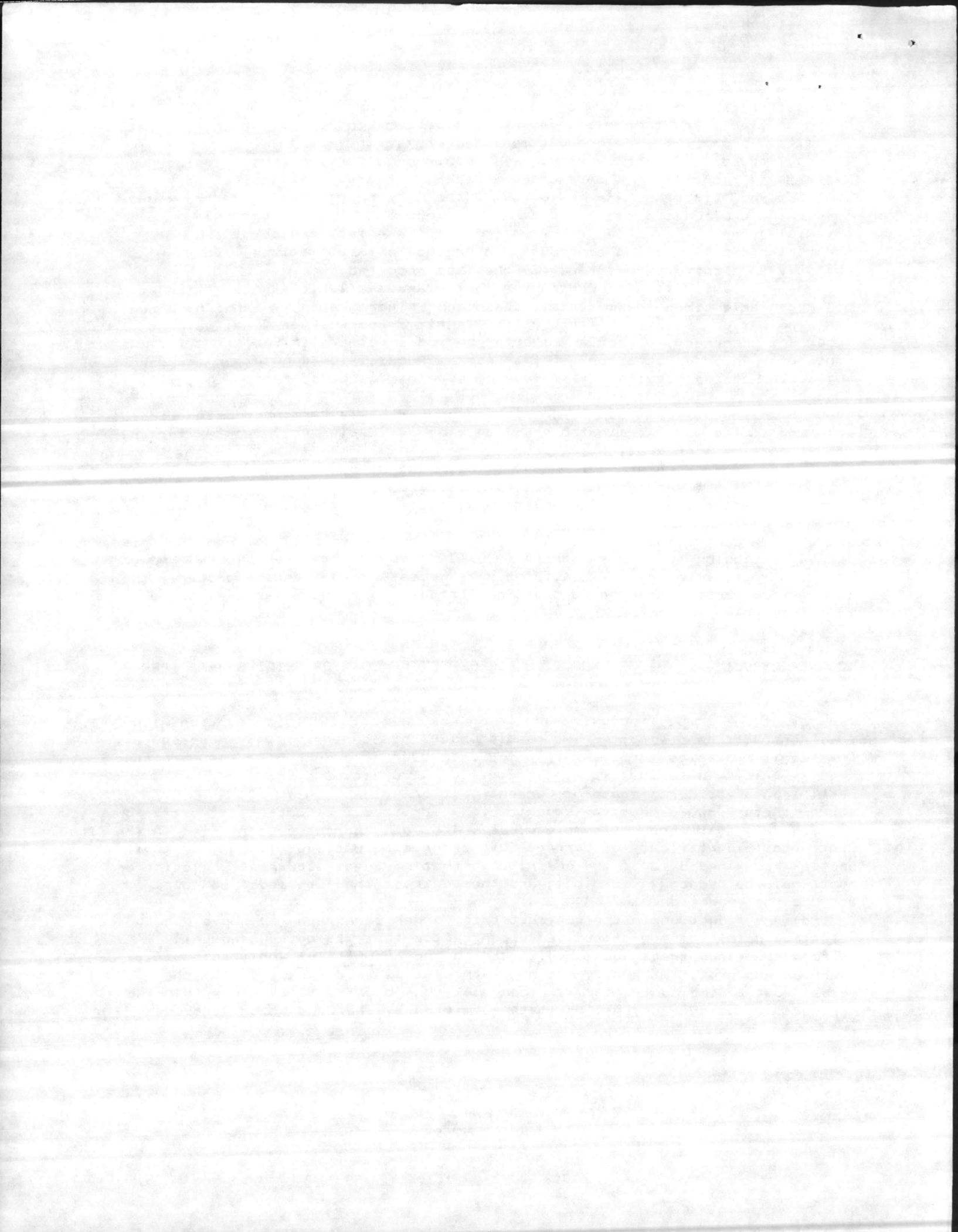
(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (e), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

10. FAR 52.215-22. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APR 1988)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount plus applicable overhead and profit markup by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided,



that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-

- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if-

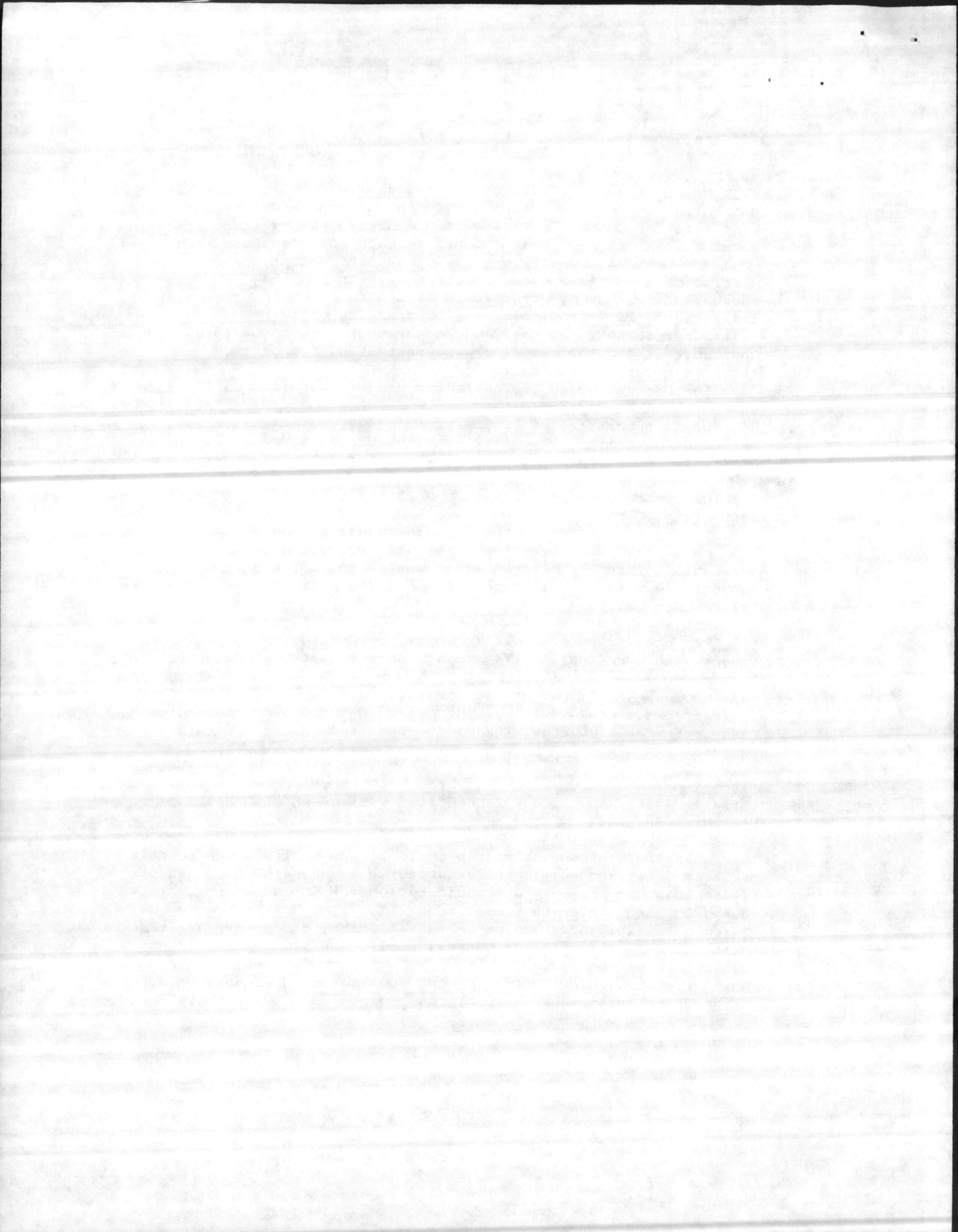
- (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
- (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

11. FAR 52.215-23. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (APR 1988)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$100,000, except that this clause does not apply to any modification for which the price is -

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this



contract was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount plus applicable overhead and profit markup by which (1) the actual subcontractor or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if -

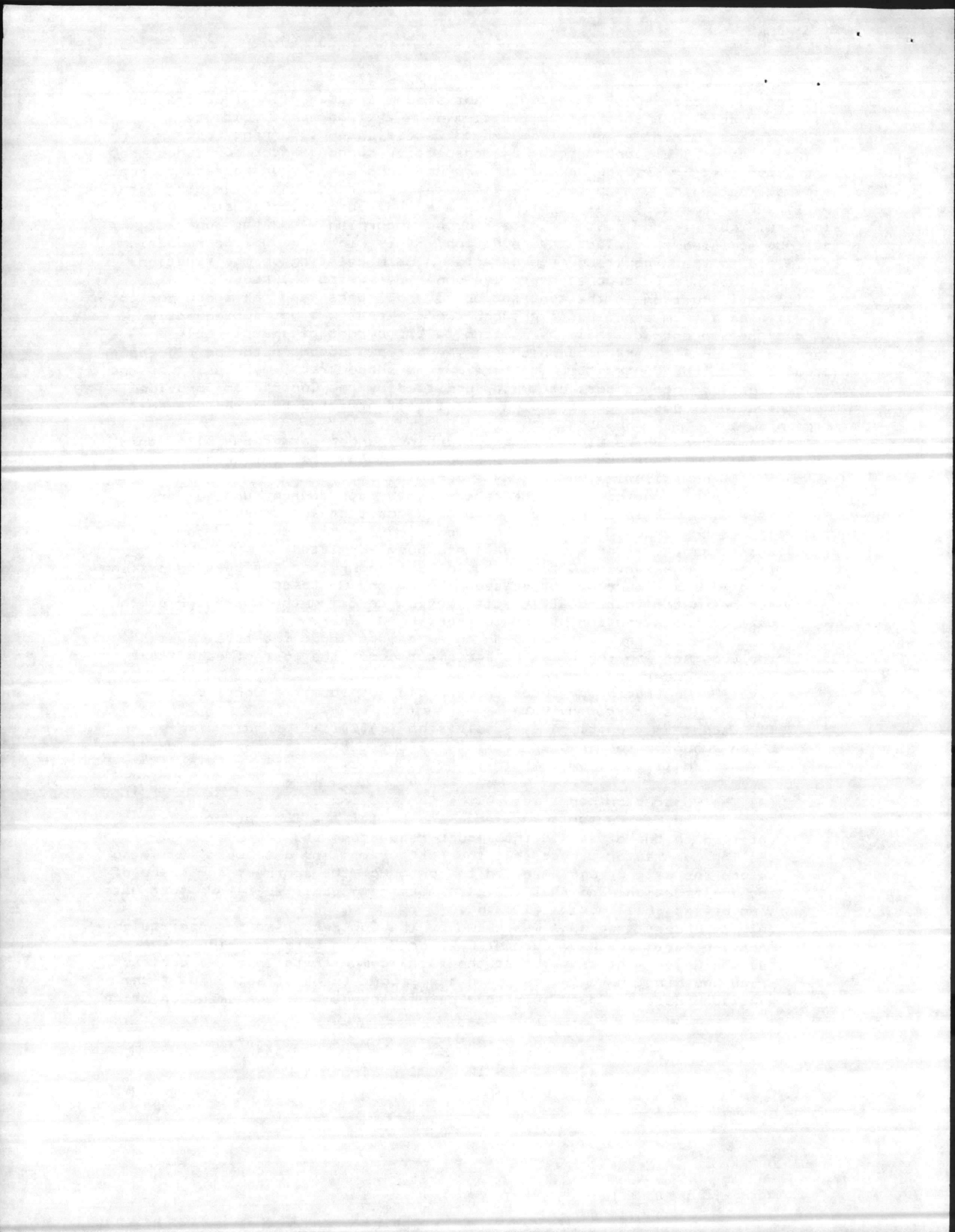
(A) The Contractor certifies to the Contracting Officer that to the best of the Contractor's knowledge and belief the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if-

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.



12. FAR 52.215-24, SUBCONTRACTOR COST OR PRICING DATA (APR 1985)

(a) Before awarding any subcontract expected to exceed \$100,000 when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is—

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in Subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds \$100,000 when entered into the Contractor shall insert either—

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data—Modifications.

13. FAR 52.215-25, SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (APR 1985)

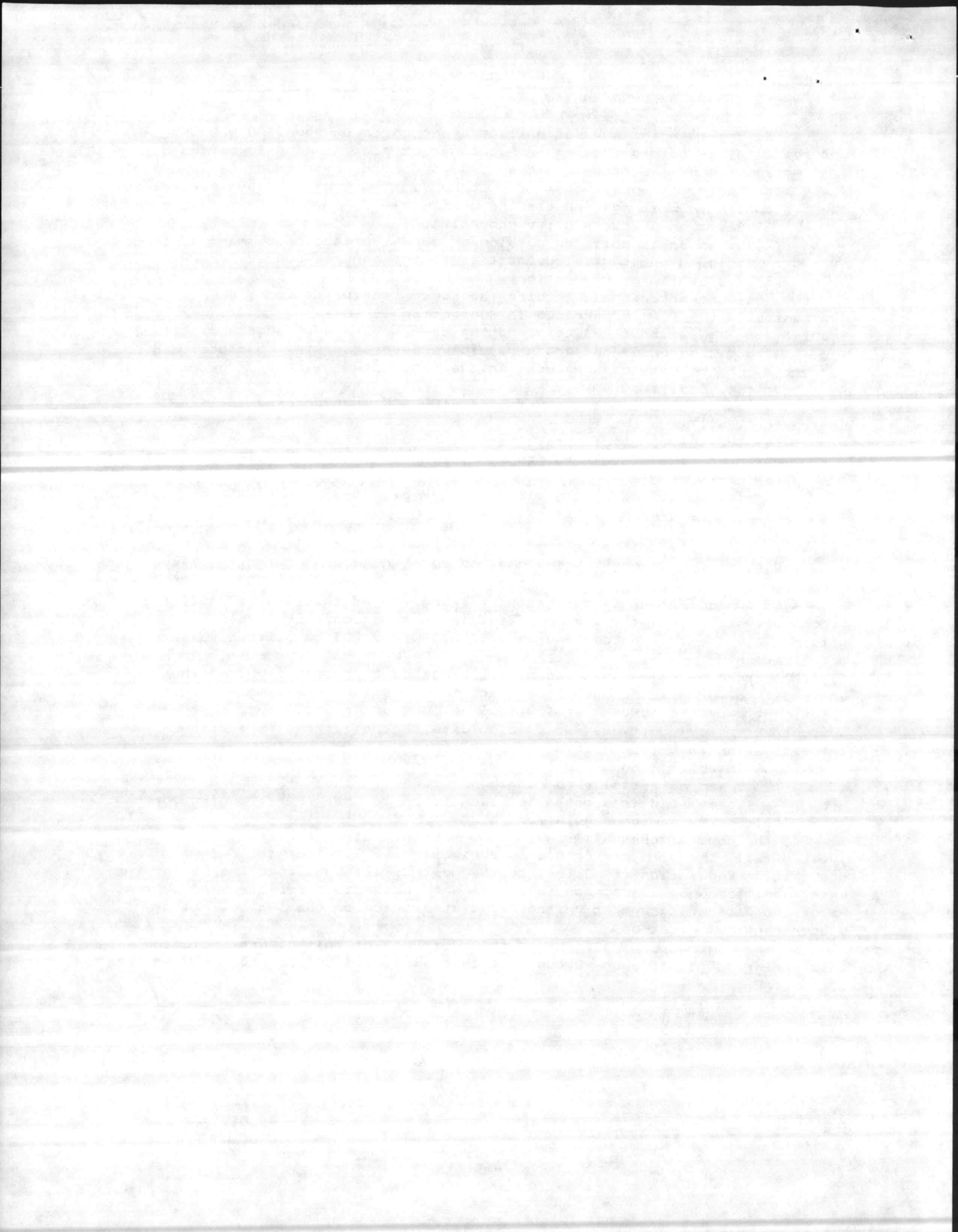
(a) The requirement of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$100,000 and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$100,000 when entered into, or pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000 the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing) unless the price is—

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that to the best of its knowledge and belief the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract that exceeds \$100,000 when entered into.



14. FAR 52.215-30, FACILITIES CAPITAL COST OF MONEY (SEP 1987)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

15. FAR 52.215-31, WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

16. FAR 52.215-33, ORDER OF PRECEDENCE (JAN 1986)

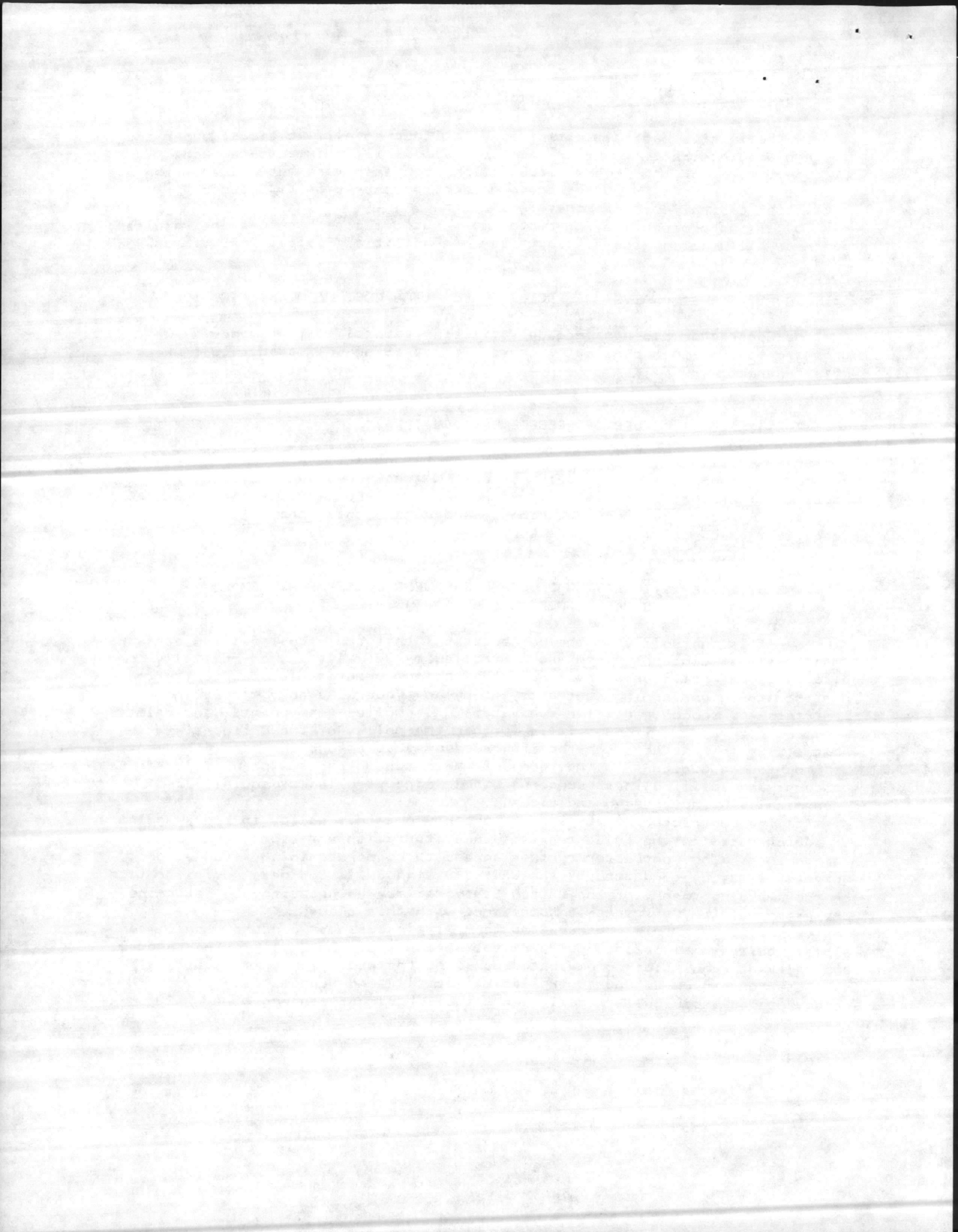
Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

17. FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract the term "small business concern" shall mean a small business as defined pursuant to Section 4 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern-



(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

18. FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
SUBCONTRACTING PLAN (AUG 1989)

(The following clause is applicable if this contract (1) offers subcontracting possibilities, (2) is in excess of \$500,000, and (3) includes the clause in FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.)

(a) This clause does not apply to small business concerns.

(b) "Commercial product" as used in this clause means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

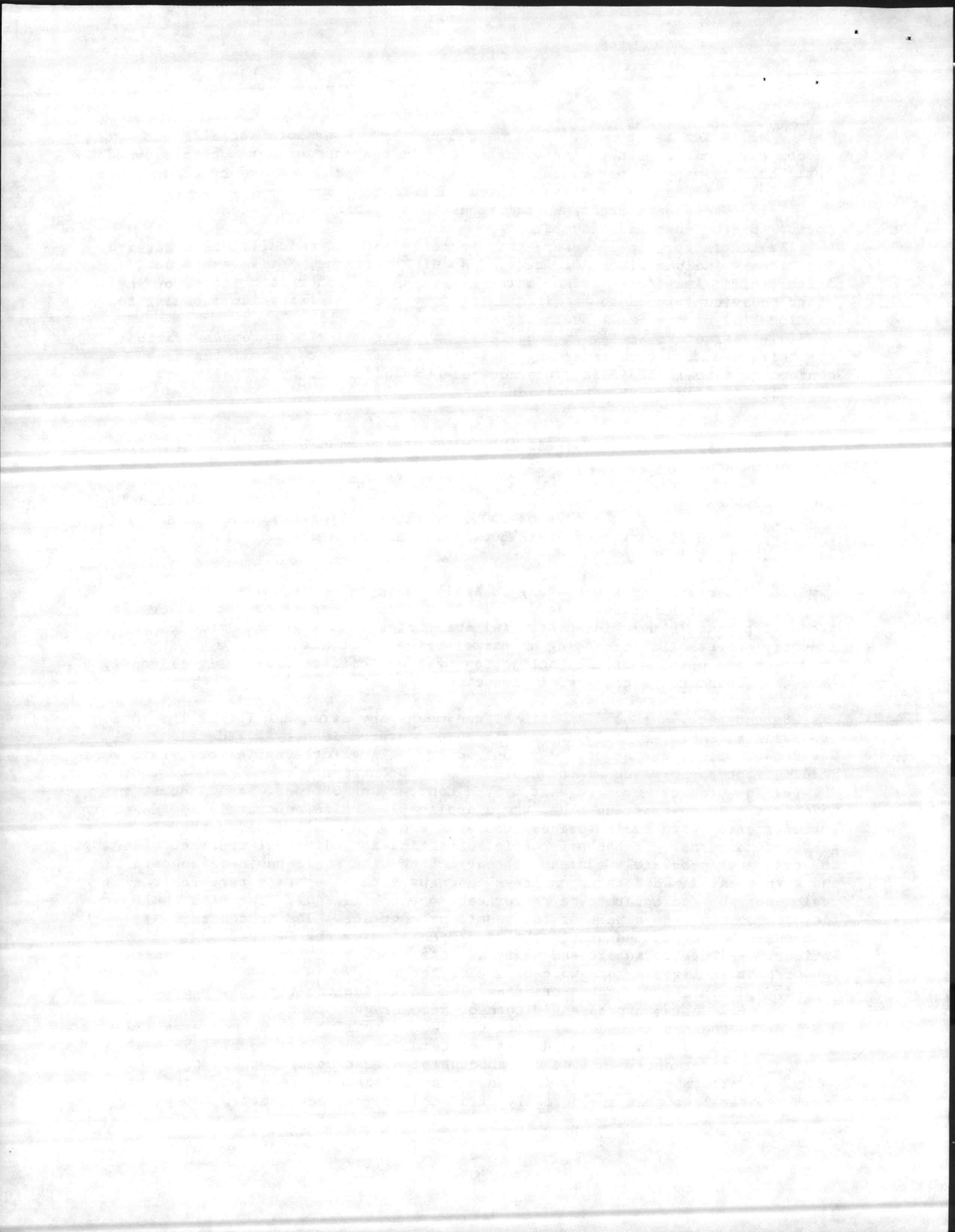
"Subcontract," as used in this clause means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and with small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concern and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

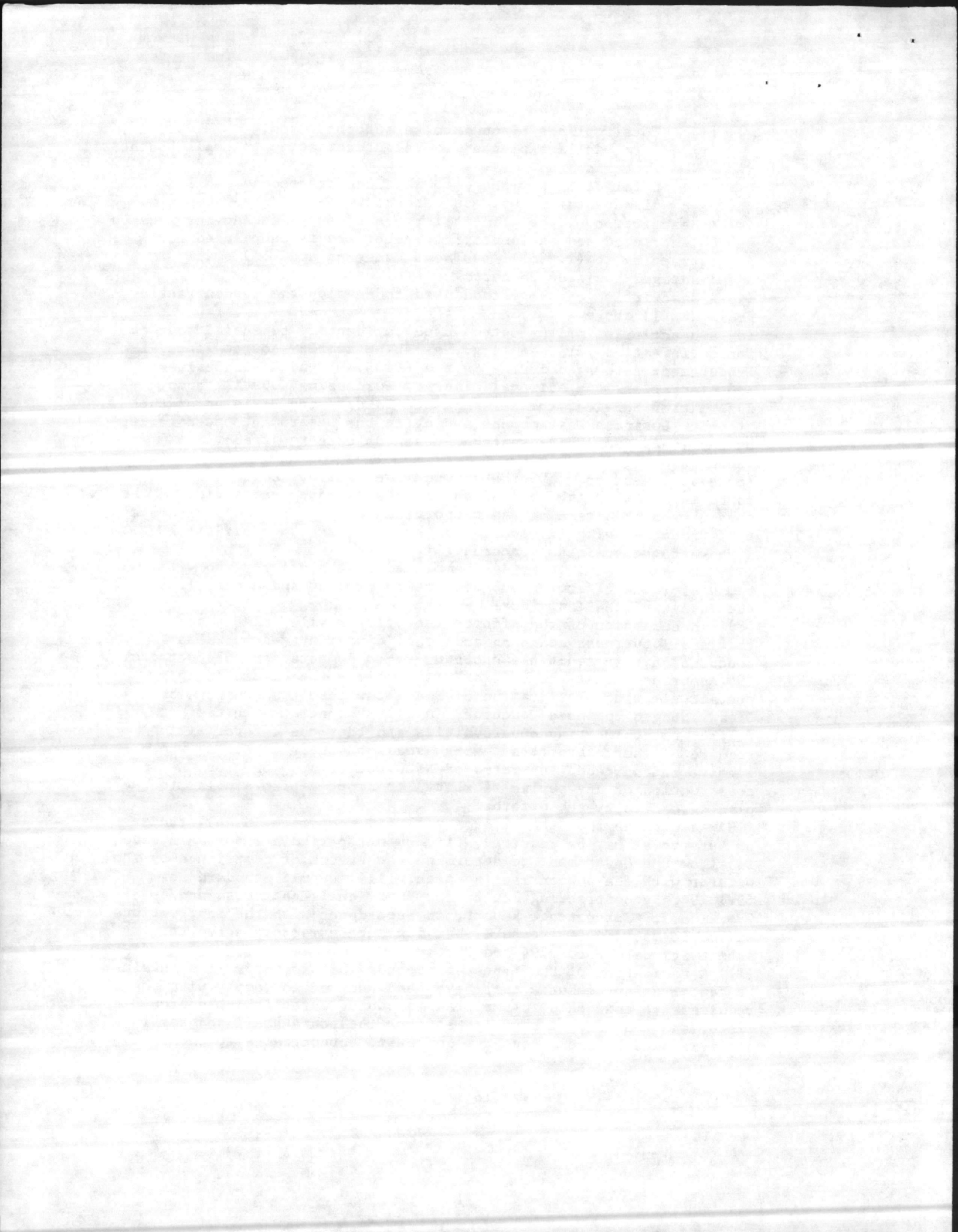
(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in term of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--



- (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns; and
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.
- (4) A description of the method used to develop the subcontracting goals in (1) above.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations.)
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
- (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The



records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000 indicating (A) whether small business concerns were solicited and if not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

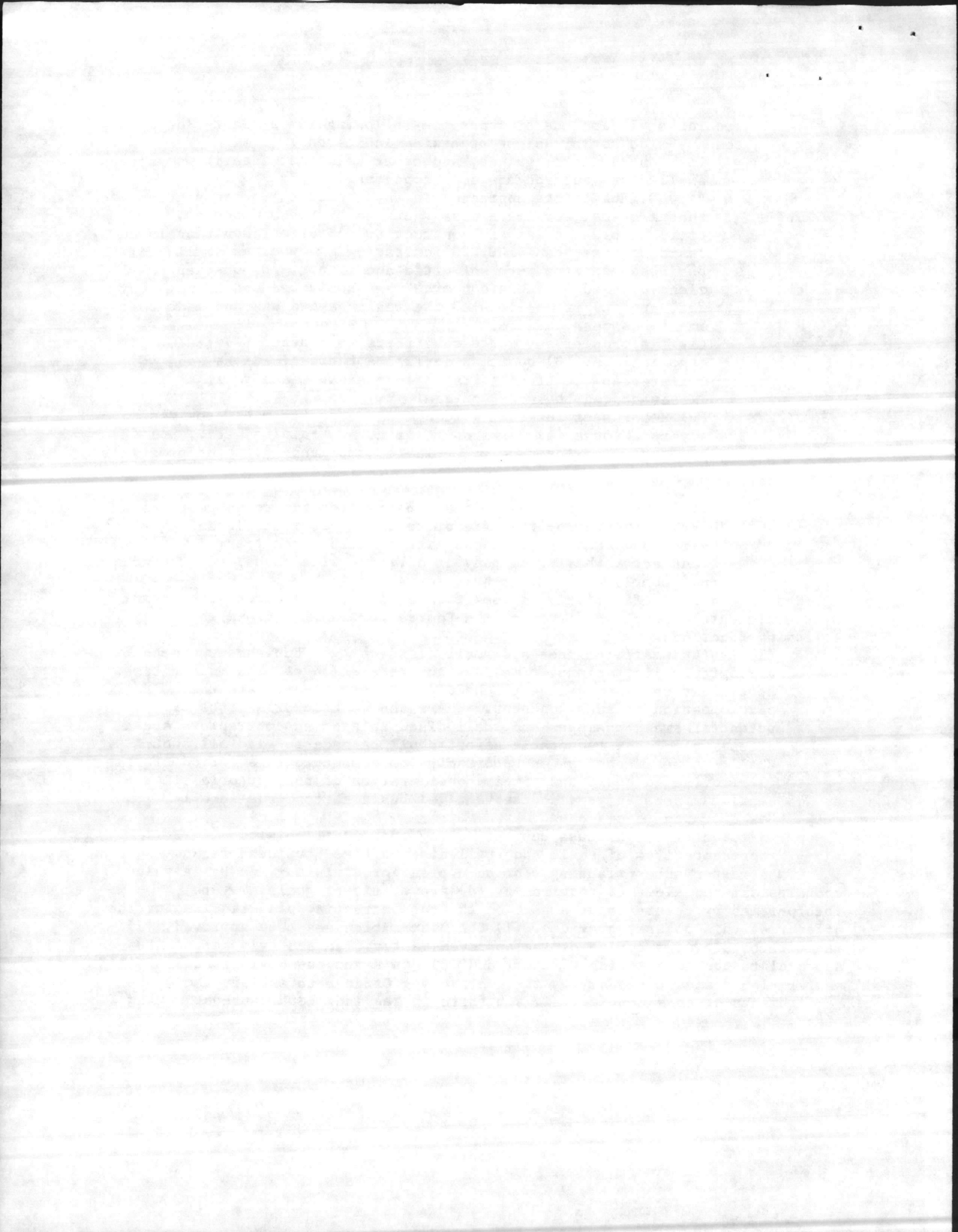
(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.



(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

19. FAR 52.219-13, UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

(a) "Women-owned small businesses" as used in this clause means small business concerns that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control" as used in this clause means exercising the power to make policy decisions.

"Operate" as used in this clause means being actively involved in the day-to-day management of the business.

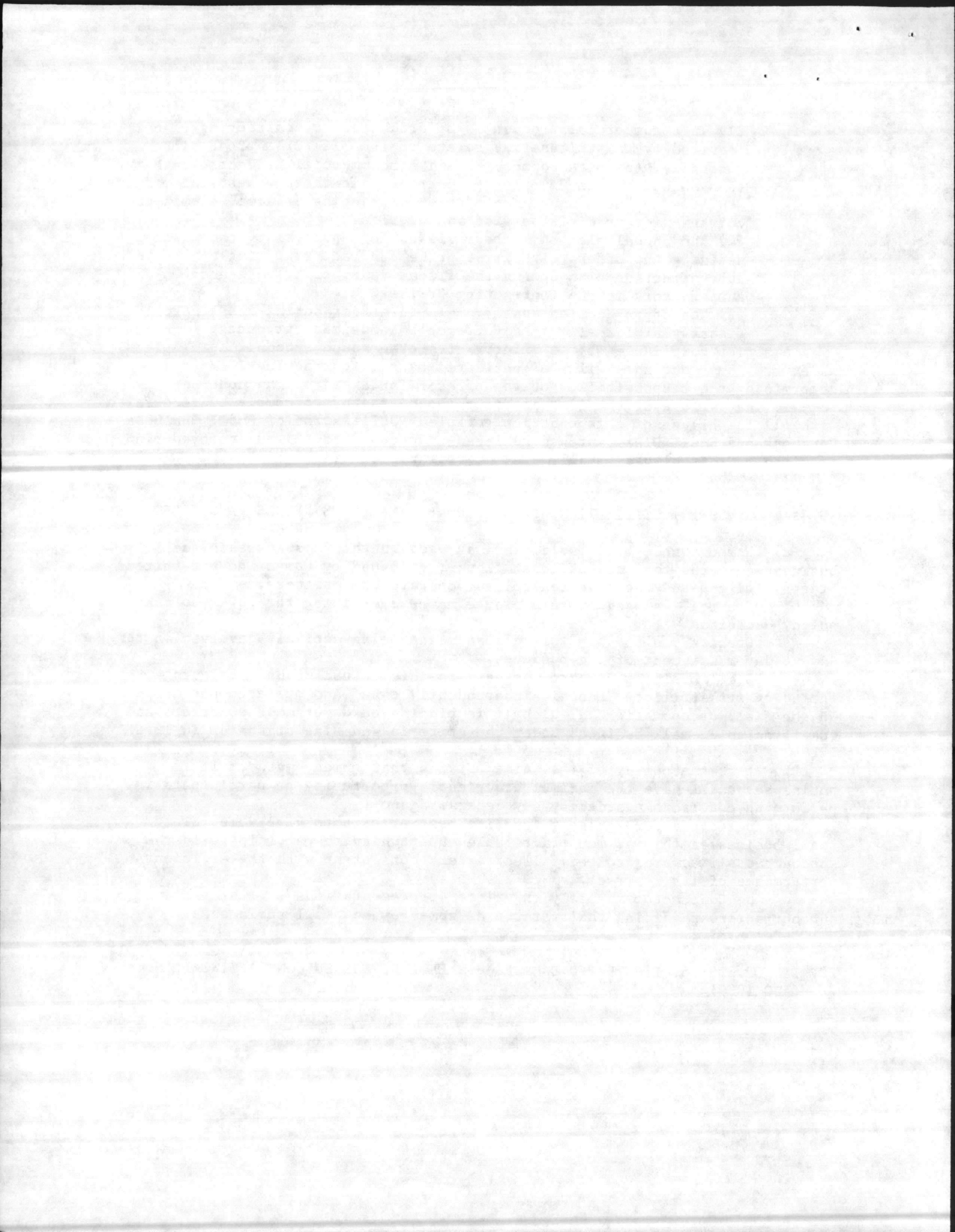
"Small business concern" as used in this clause means a concern including its affiliates that is independently owned and operated not dominant in the field of operation in which it is bidding on Government contracts and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

20. FAR 52.219-16, LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1989)



(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this subpart, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small and Small Disadvantaged Business Subcontracting Plans, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

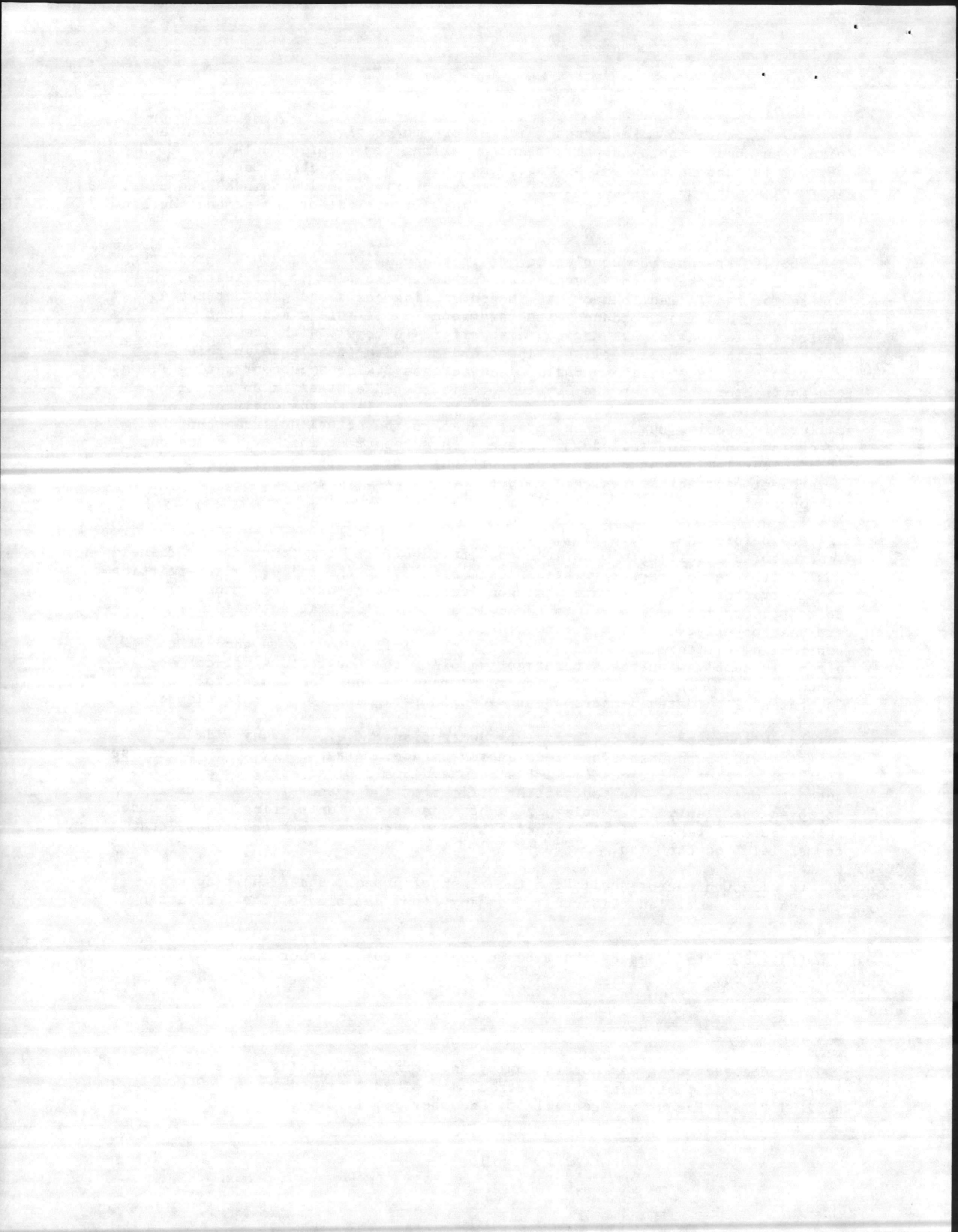
(d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g), of the clause in this contract entitled, Small Business and Small Disadvantaged Business Subcontracting Plan, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that Government may have.

21. FAR 52.222-3, CONVICT LABOR (APR 1984)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.



22. FAR 52.222-26, EQUAL OPPORTUNITY (APR 1984)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000 the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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

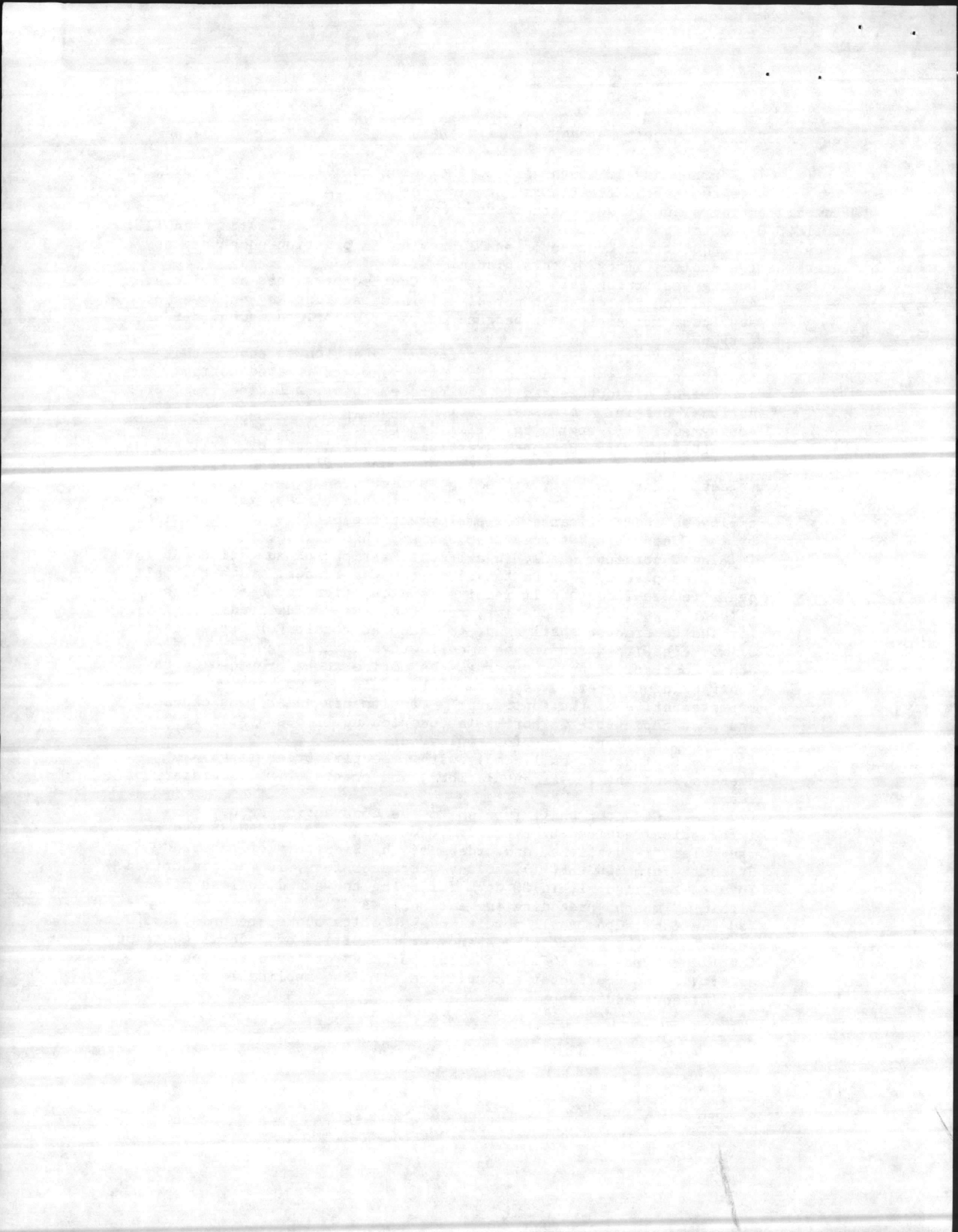
(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.



(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

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

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

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

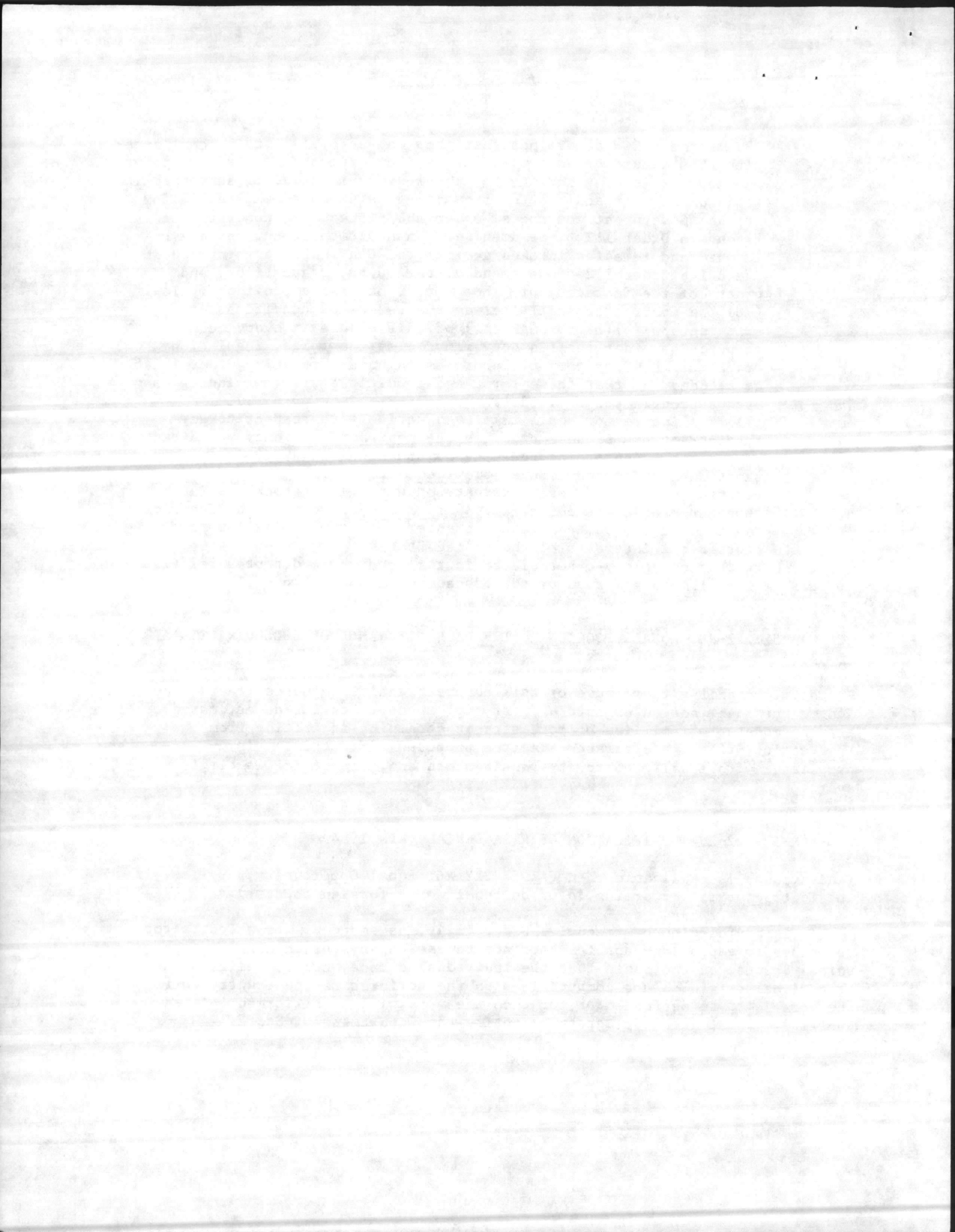
23. FAR 52.222-28, EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)

Notwithstanding the clause of this contract entitled "Subcontracts" the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and, therefore, is eligible for award.

24. FAR 52.222-29, NOTIFICATION OF VISA DENIAL (APR 1984)

(This Clause is applicable when FAR 52.222-26, Equal Opportunity, applies, if the Contractor is performing in or on behalf of a foreign country)

It is a violation of Executive Order 11246, as amended, for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where the work is to be performed or for whom the work will be performed (41 CFR 60-1.10). The Contractor agrees to notify the Department of State,



Washington, DC. Attention: Director, Bureau of Politico-Military Affairs, and the Director, Office of Federal Contract Compliance Programs when it has knowledge of any employee or potential employee being denied an entry visa to a country in which the Contractor is required to perform this contract and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

25. FAR 52.222-35, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(Pursuant to 41 C.F.R. 60-250, this clause is applicable if this contract is for \$10,000 or more.)

(a) Definitions.

"Appropriate office of the State employment service system" as used in this clause means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization" as used in this clause means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement" as used in this clause means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

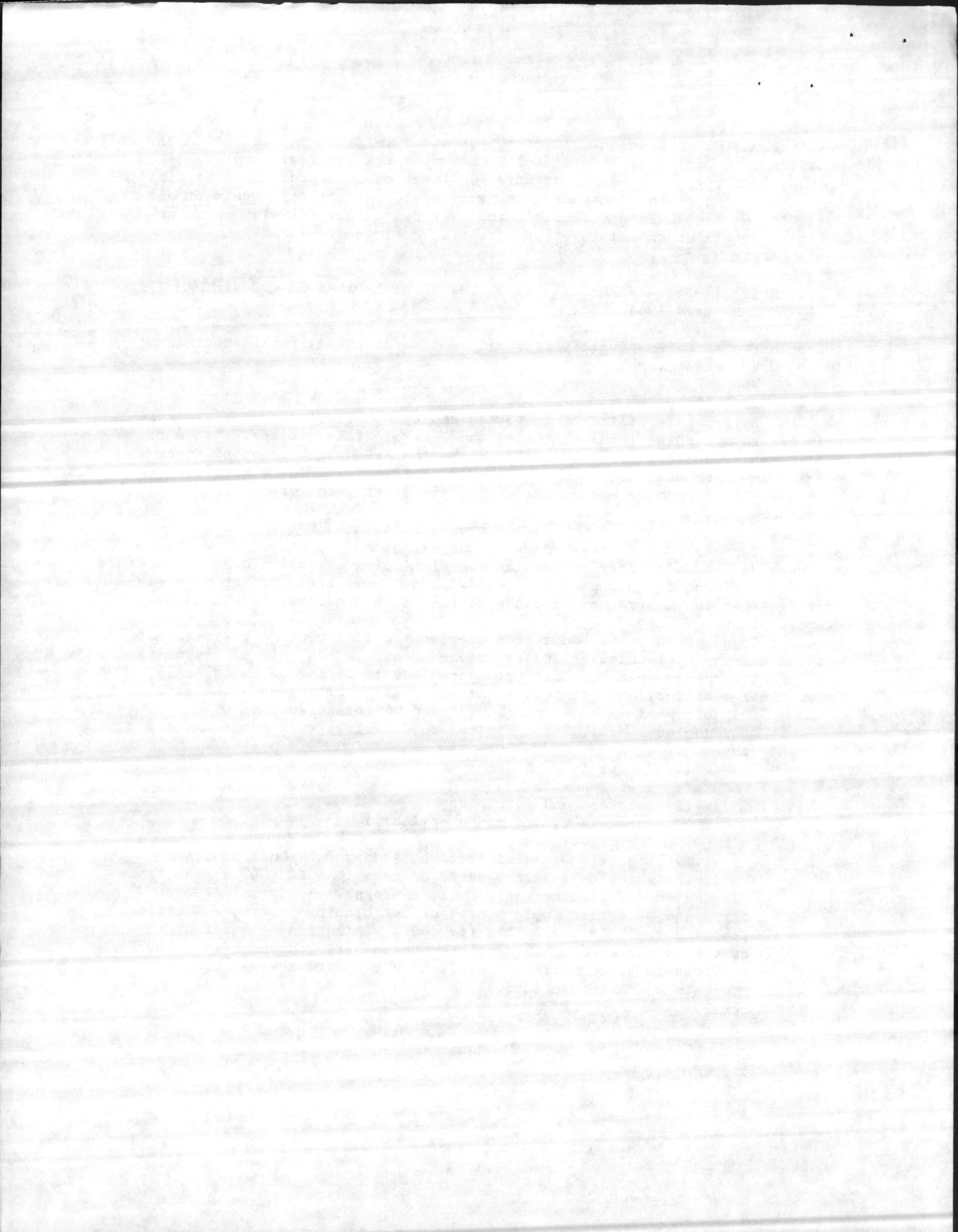
"Suitable employment openings" as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.



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

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

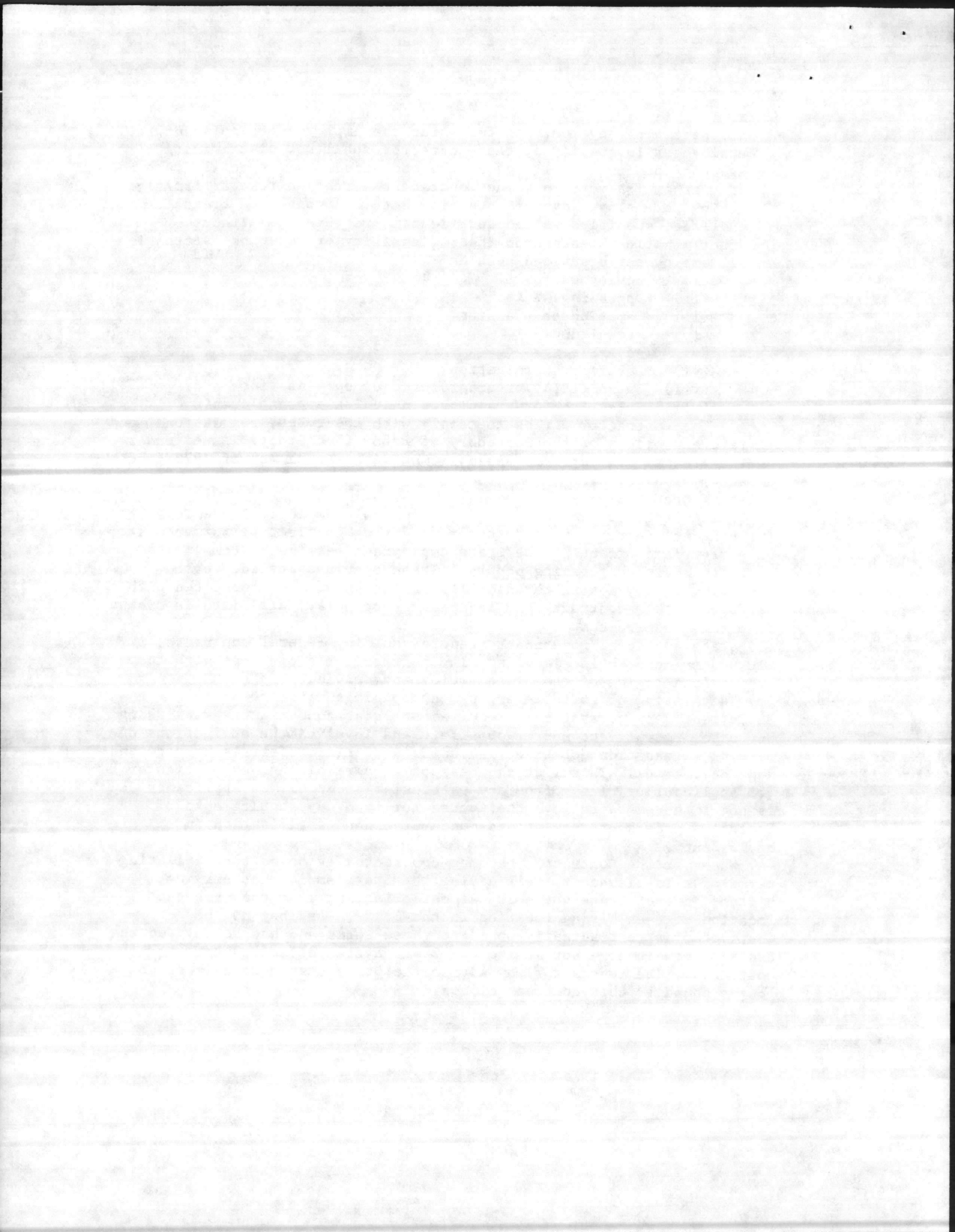
(c) Listing openings.

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

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

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.



(5) Under the most compelling circumstances an employment opening may not be suitable for listing including situations when; (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam Era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

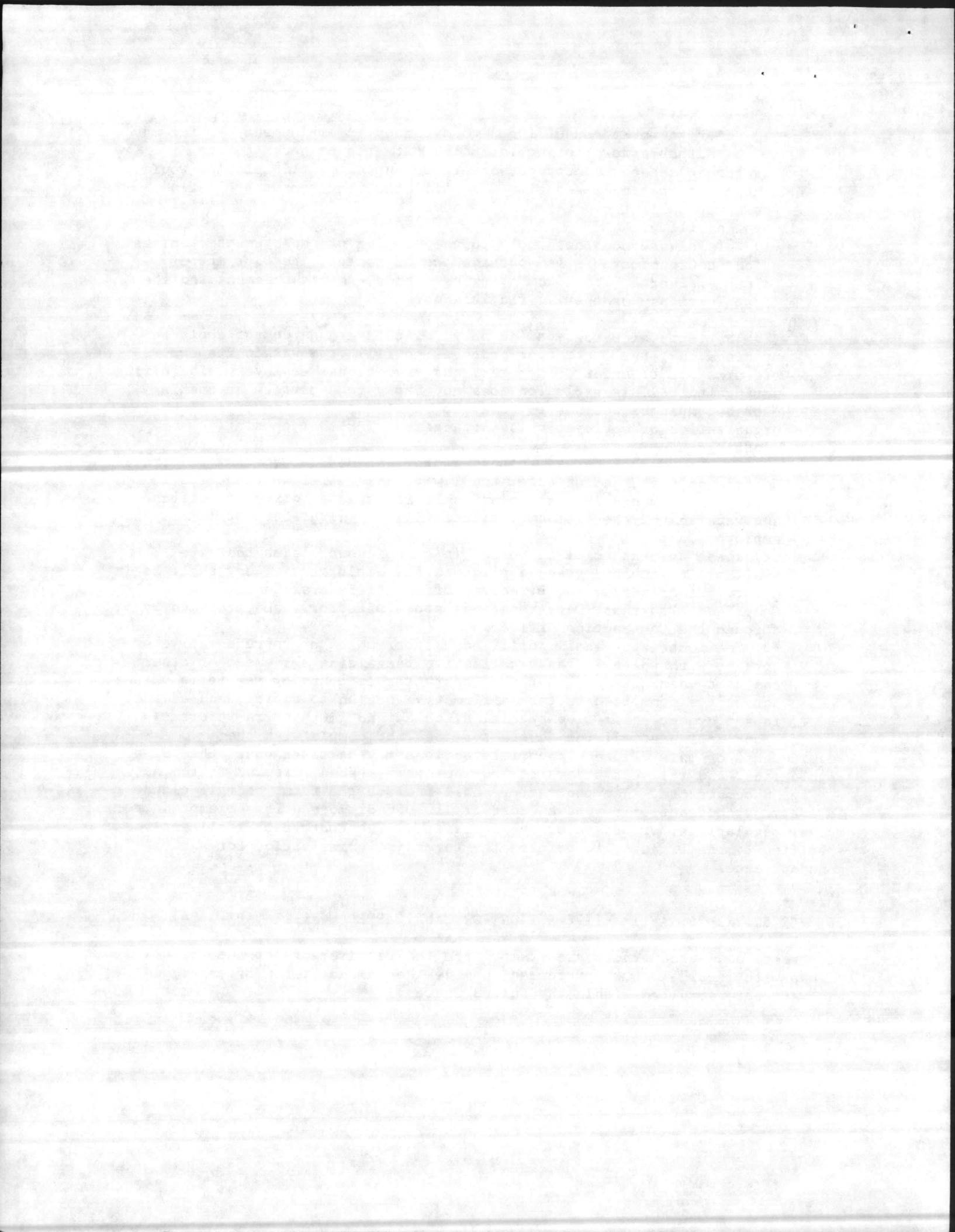
(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified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

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

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

26. FAR 52.222-36, AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(Contracts and subcontracts are exempt from the requirements of the following clause with regard to work performed outside the United States by employees who were not recruited within the United States.)



(a) General.

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

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship

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

(b) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

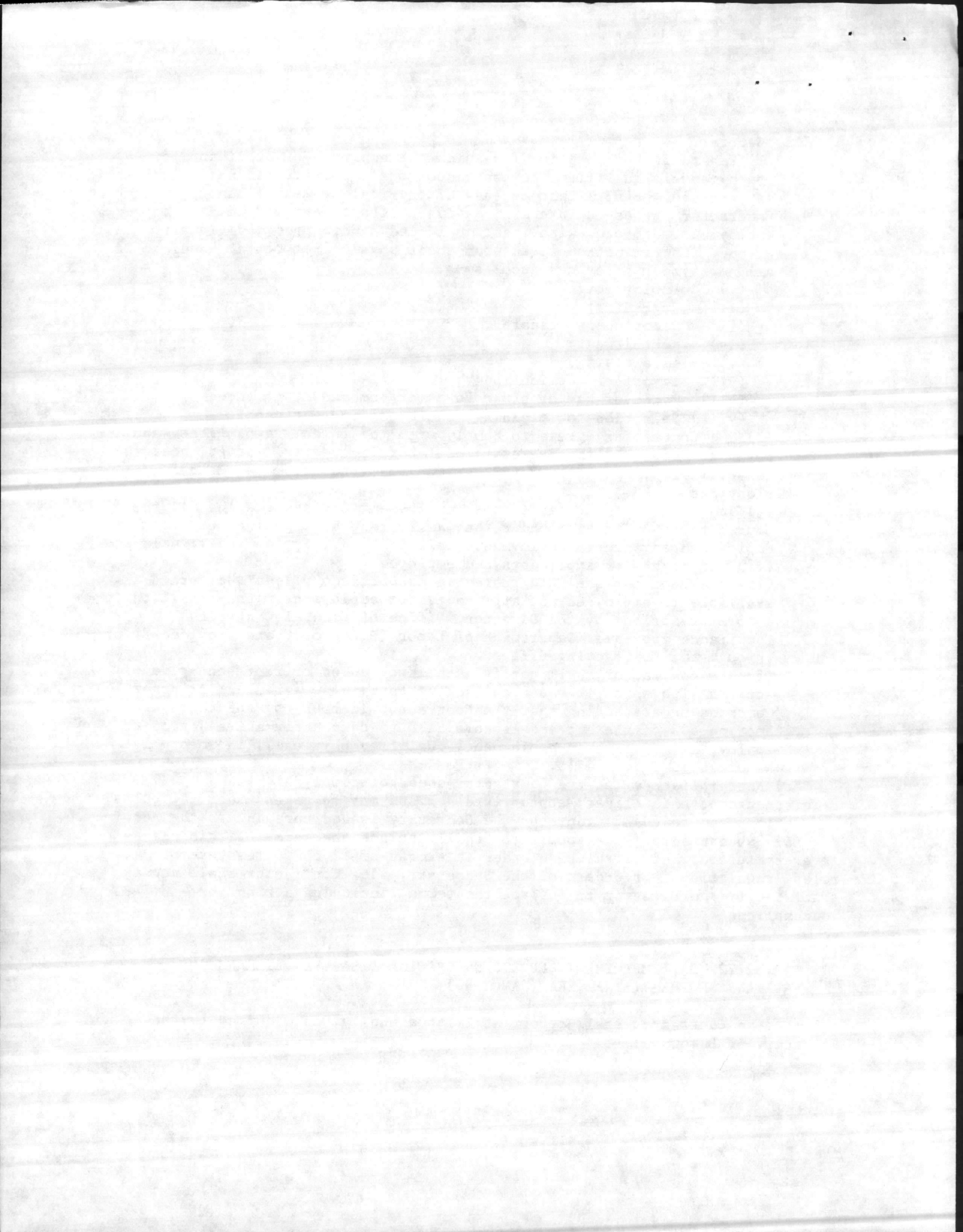
(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment,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

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

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

27. FAR 52.222-37, EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

(a) The Contractor shall report at least annually, as required by the Secretary of Labor on:



(1) The number of special disabled veterans and the number of veterans of the Vietnam Era in the work-force of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam Era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam Era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used in accordance with the regulations promulgated under 38 U.S.C. 2012.

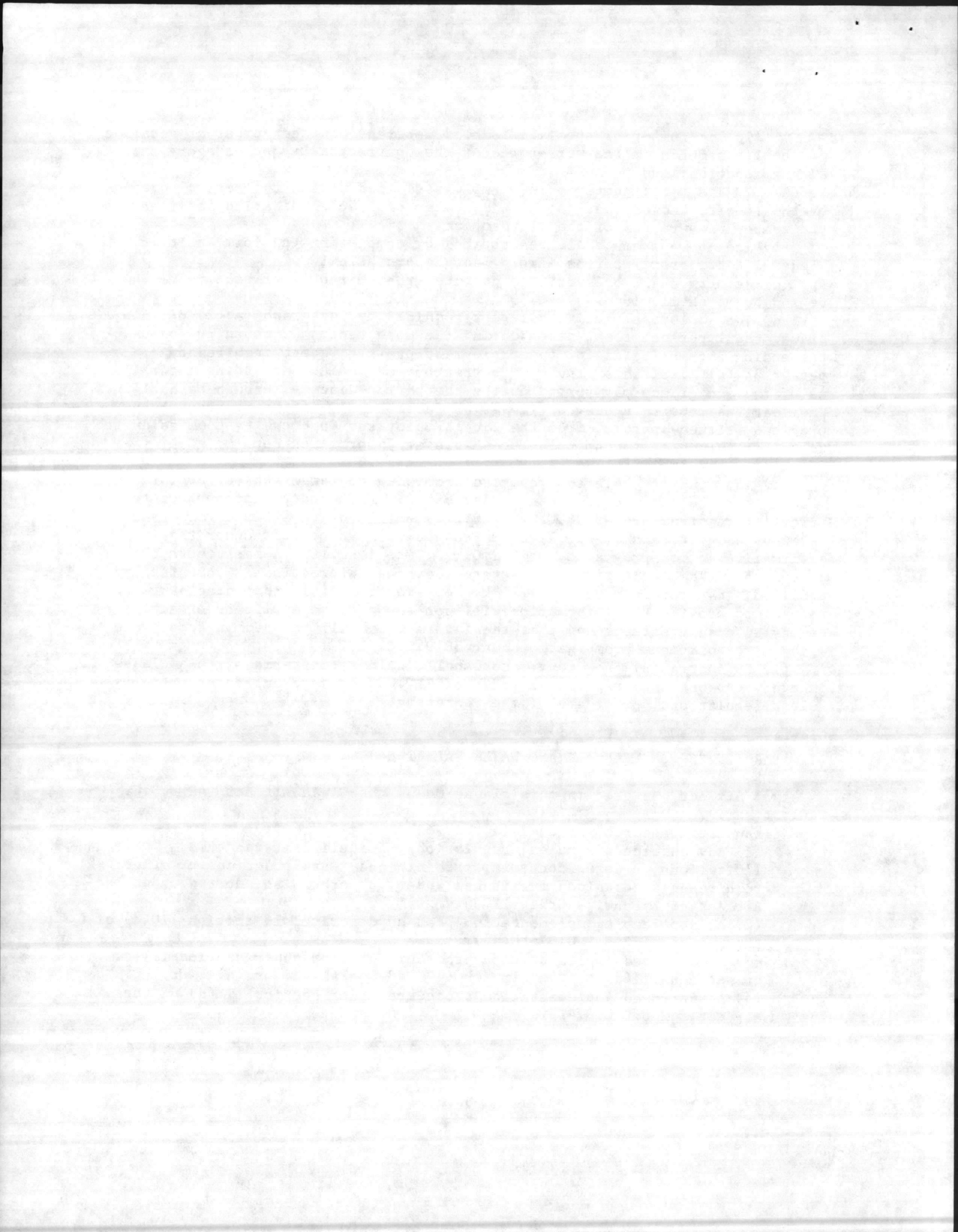
(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

28. FAR 52.223-2, CLEAN AIR AND WATER (APR 1984)

(a) "Air Act" as used in this clause means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards" as used in this clause, means--

- (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices or other requirements contained in, issued under, or otherwise adopted under the Air Act of Executive Order 11738;
- (2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));
- (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
- (4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).



"Clean water standards" as used in this clause means any enforceable limitation, control, condition, prohibition, standard, or other requirement or promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance" as used in this clause means compliance with--

- (1) Clean air or water standards; or
- (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility" as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

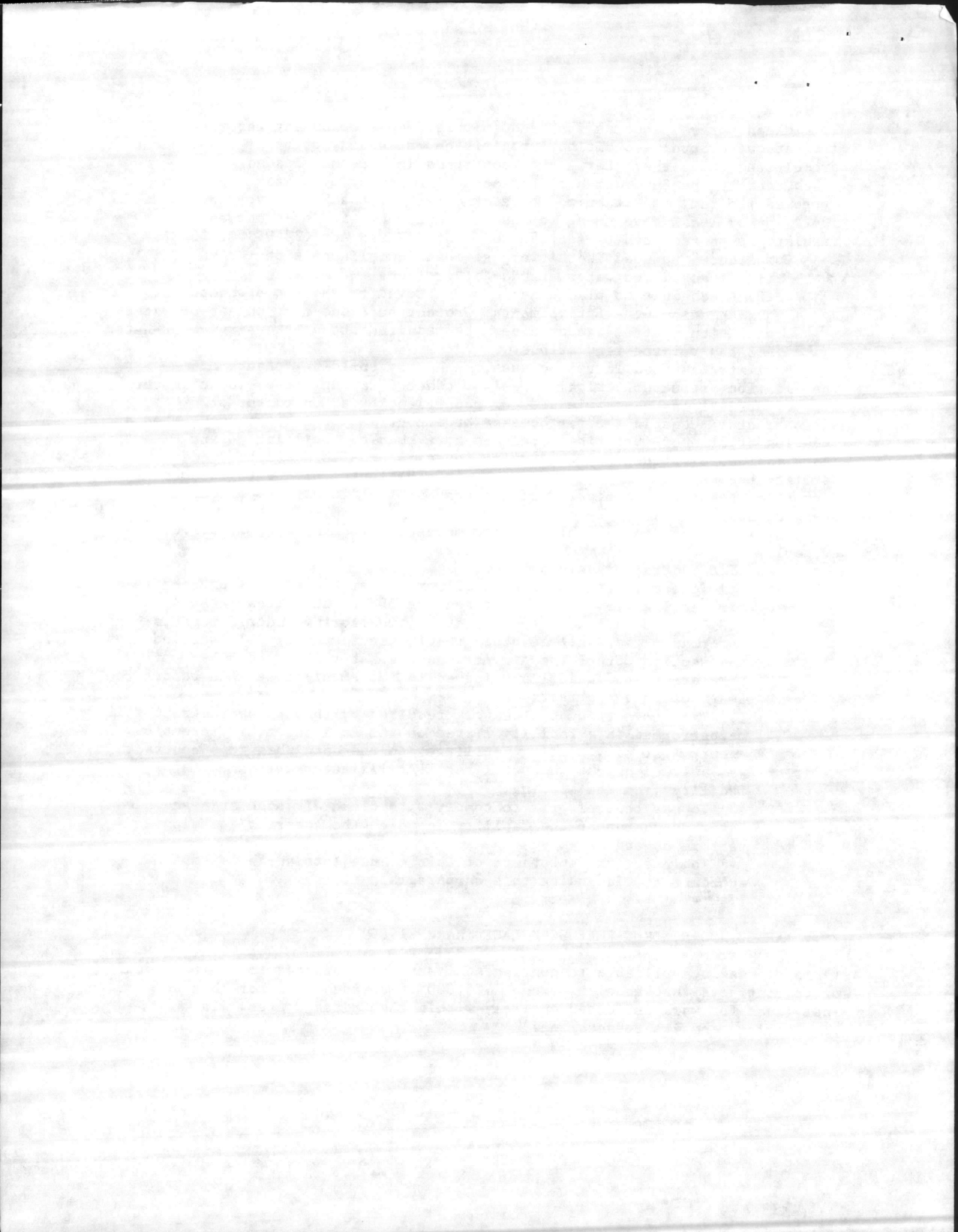
"Water Act" as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees--

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

29. FAR 52.223-6, DRUG-FREE WORKPLACE (MARCH 1989)

(This clause is applicable to contracts of any value awarded to an individual; or to contracts that equal or exceed \$25,000 if awarded to other than an individual for work performed entirely within the United States, its territories, and its possessions.)



(a) Definitions. As used in this clause,

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

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

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

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

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

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

(b) The Contractor, if other than an individual, shall -

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

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

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

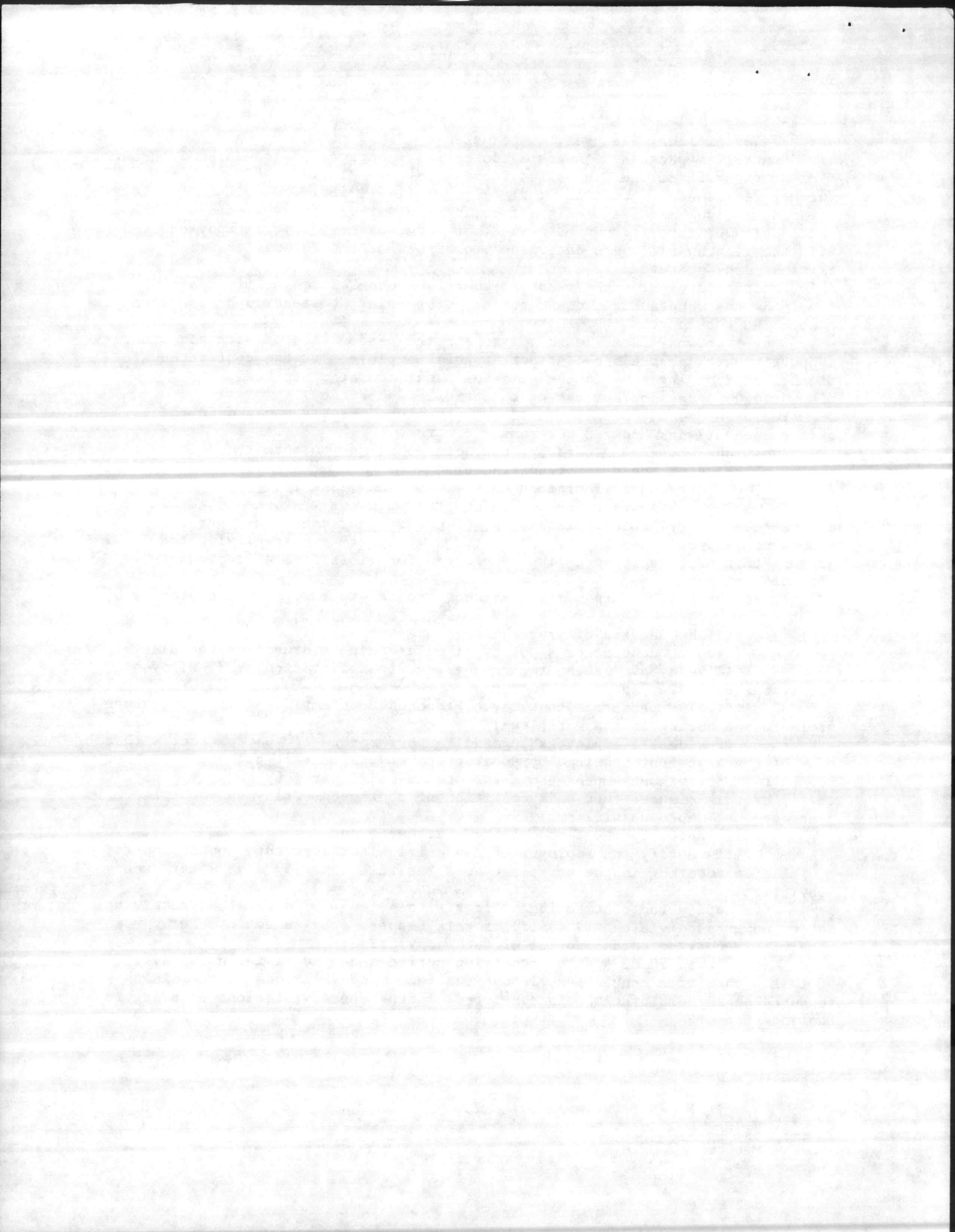
(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace;



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

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

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

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

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

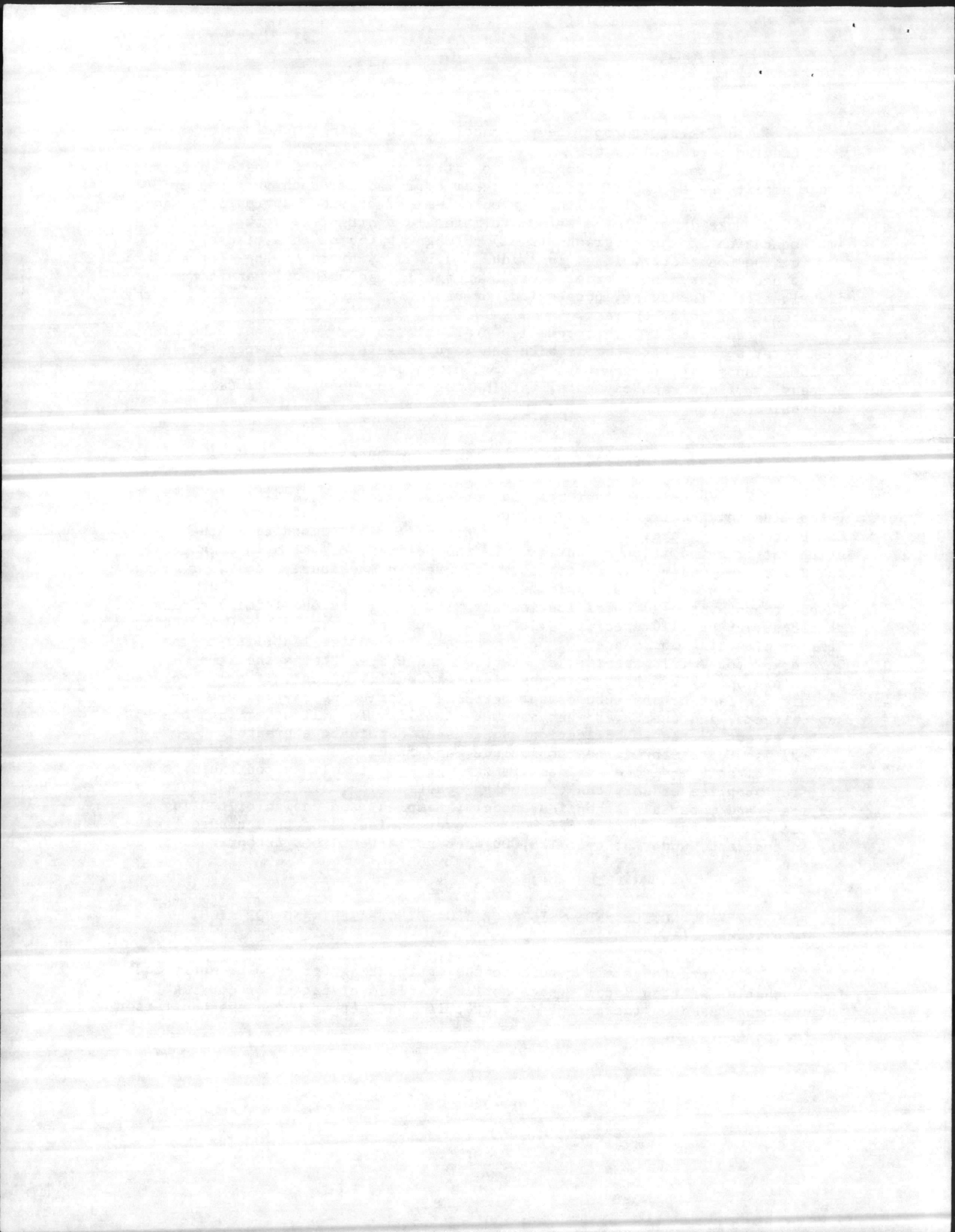
30. FAR 52.227-1, AUTHORIZATION AND CONSENT (APR 1984)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services) expected to exceed \$25,000; however, omission of this clause from any subcontract, under or over \$25,000 does not affect this authorization and consent.

31. FAR 52.227-2, NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.



(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

32. FAR 52.230-3, COST ACCOUNTING STANDARDS (SEP 1987)

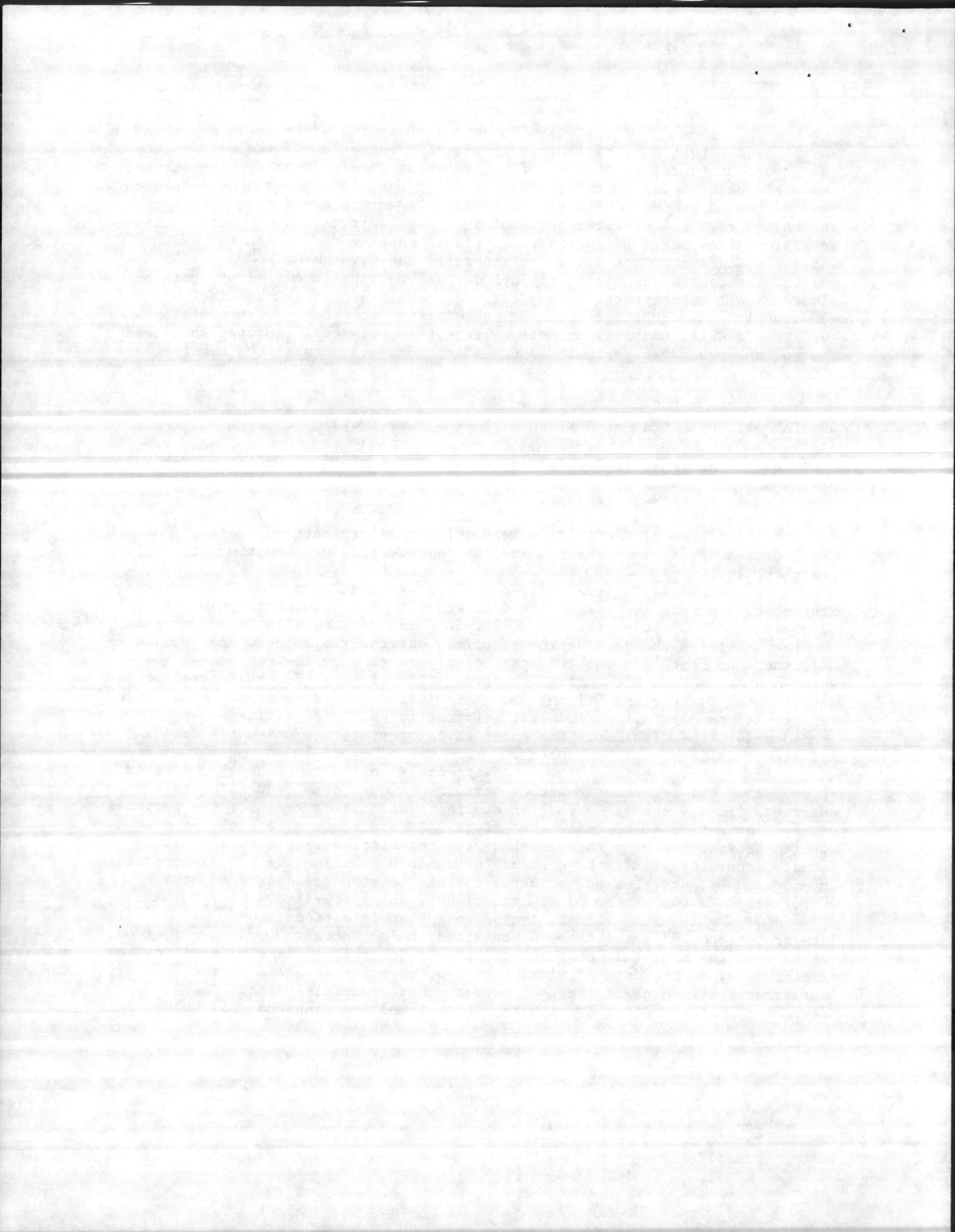
(The following clause is applicable if the amount of this contract exceeds \$100,000 and the contract is not exempt under the provisions of FAR Subpart 30.3, CAS Contract Requirements.)

(a) Unless the contract is exempt under FAR 30.201-1 and 30.201-2 the provisions of Federal Acquisition Regulation (FAR) Subpart 30.3 are incorporated herein by reference and the Contractor) in connection with this contract, shall-

(1) (National Defense Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by FAR 30.202-1 through 30.202-5. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in FAR Subpart 30.4, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which



hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, 85 Stat. 97, from the time the payment by the United States was made to the time the adjustment is effected.

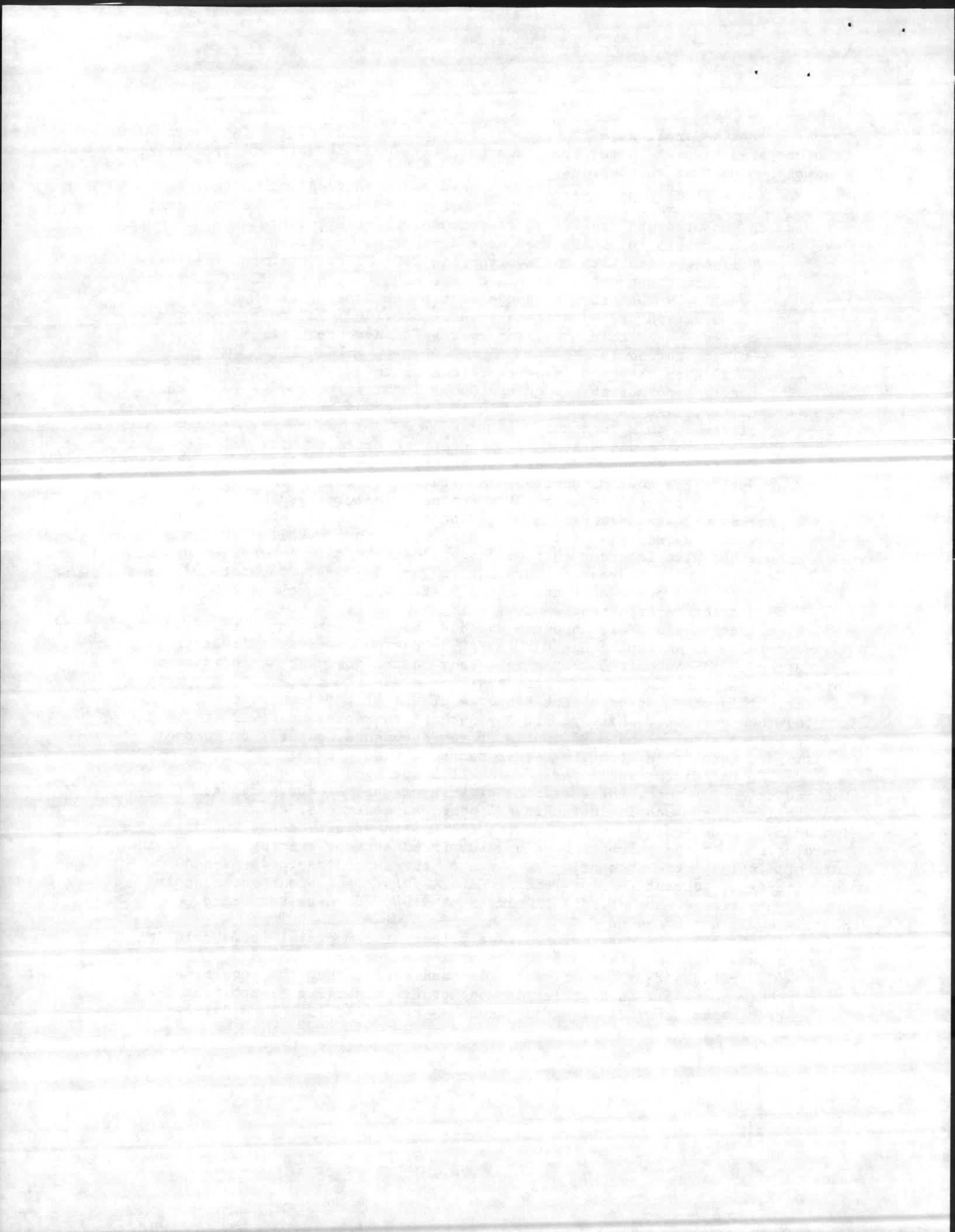
(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in FAR Subpart 30.4 or a CAS rule or regulation in FAR Subpart 30.3 and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontract's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. This requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on-

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(2) Prices set by law or regulation and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in FAR 30.201-1.



Note (1): New or modified CAS shall be applicable to both national defense and nondefense CAS-covered contracts upon award of a new national defense CAS-covered contract containing the new or modified Standard. The award of a new nondefense CAS-covered contract shall not trigger application of new CAS or modification to CAS.

Note (2): Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted its Disclosure Statement to a Government Administrative Contracting Officer (ACO), it may satisfy that requirement by certifying to the Contractor the date of the Statement and the address of the ACO.

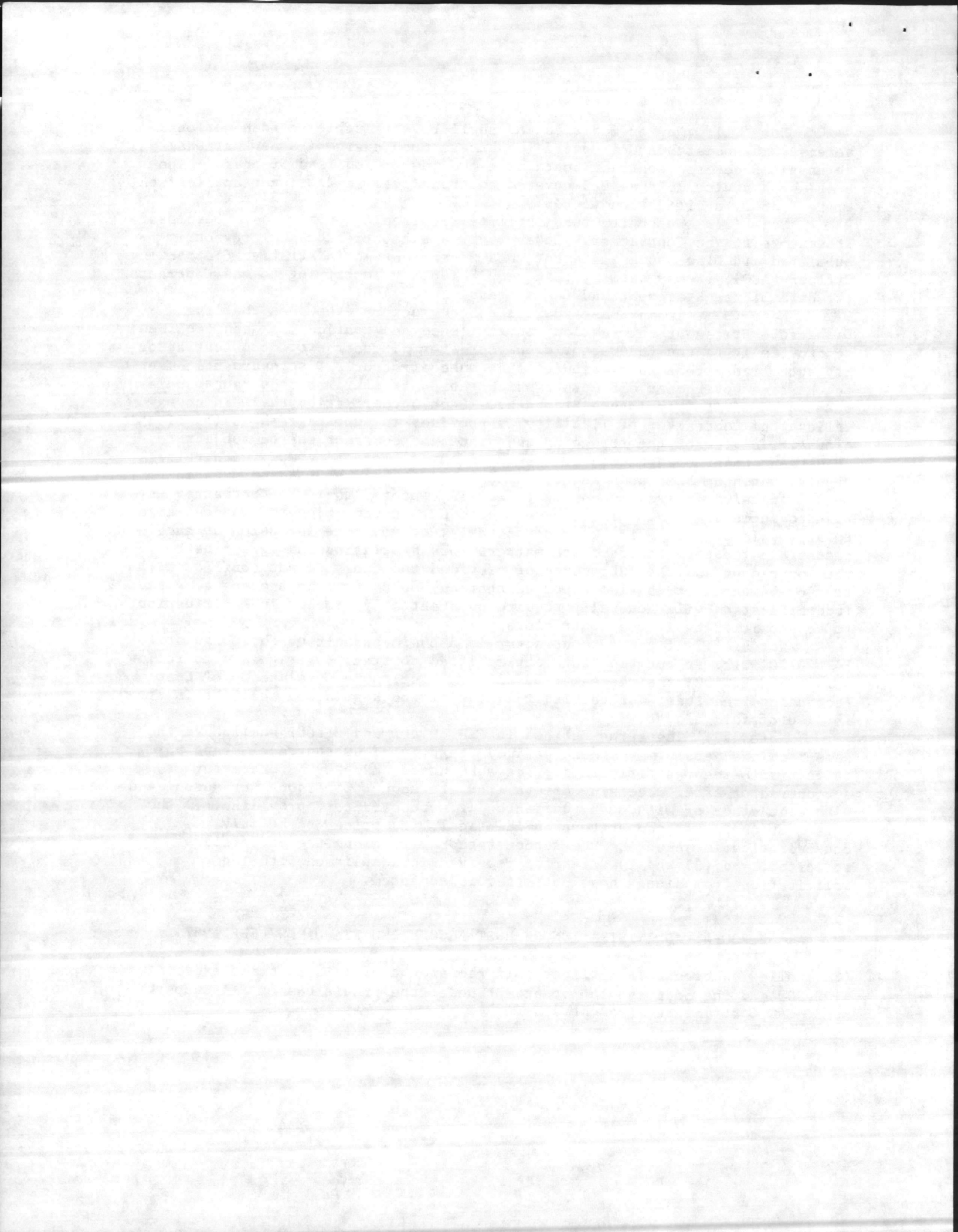
Note (3): In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to the Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of its Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in subparagraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and Standards as specified in FAR Subparts 30.3 and 30.4 in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the subcontractor provided that they do not conflict with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by its subcontractors.

Note (4): If the subcontractor is a business unit which, pursuant to FAR 30.201-2(b) is entitled to elect modified contract coverage and to follow 30.401 and 30.402, the clause at 52.230-5, "Disclosure Consistency of Cost Accounting Practices," of the Federal Acquisition Regulation shall be inserted in lieu of this clause.

Note (5): The terms defined in FAR 30.301 and 31.001 shall have the same meanings herein. As there defined "negotiated subcontract" means any subcontract except a firm-fixed price subcontract made by a Contractor or subcontractor after receiving offers from at least two persons not associated with each other or with such Contractor or subcontractor, providing (1) the solicitation to all competitors is identical, (2) price is the only consideration in selecting the subcontractor from among the competitors solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted.

33. FAR 52.230-4, ADMINISTRATION OF COST ACCOUNTING STANDARDS (SEP 1987)

(The following clause is applicable if the amount of this contract exceeds \$100,000 and the contract is not exempt under the provisions of FAR Subpart 30.3, CAS Contract Requirement.)



For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract the Contractor shall take the steps outlined in paragraphs (a) through (f) of this clause:

(a) Submit to the cognizant Contracting Officer a description of any accounting change, the potential impact of the change on contracts containing a CAS clause, and if not obviously immaterial, a general dollar magnitude cost impact analysis of the change which displays the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should display the potential impact of funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required to comply with a new CAS in accordance with subparagraph (a)(3) and subdivision

(a)(4)(i) of the CAS clause, within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (a)(4)(iii) of the CAS clause or with subparagraph (a)(3) of the Disclosure and Consistency of Cost Accounting Practices clause, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

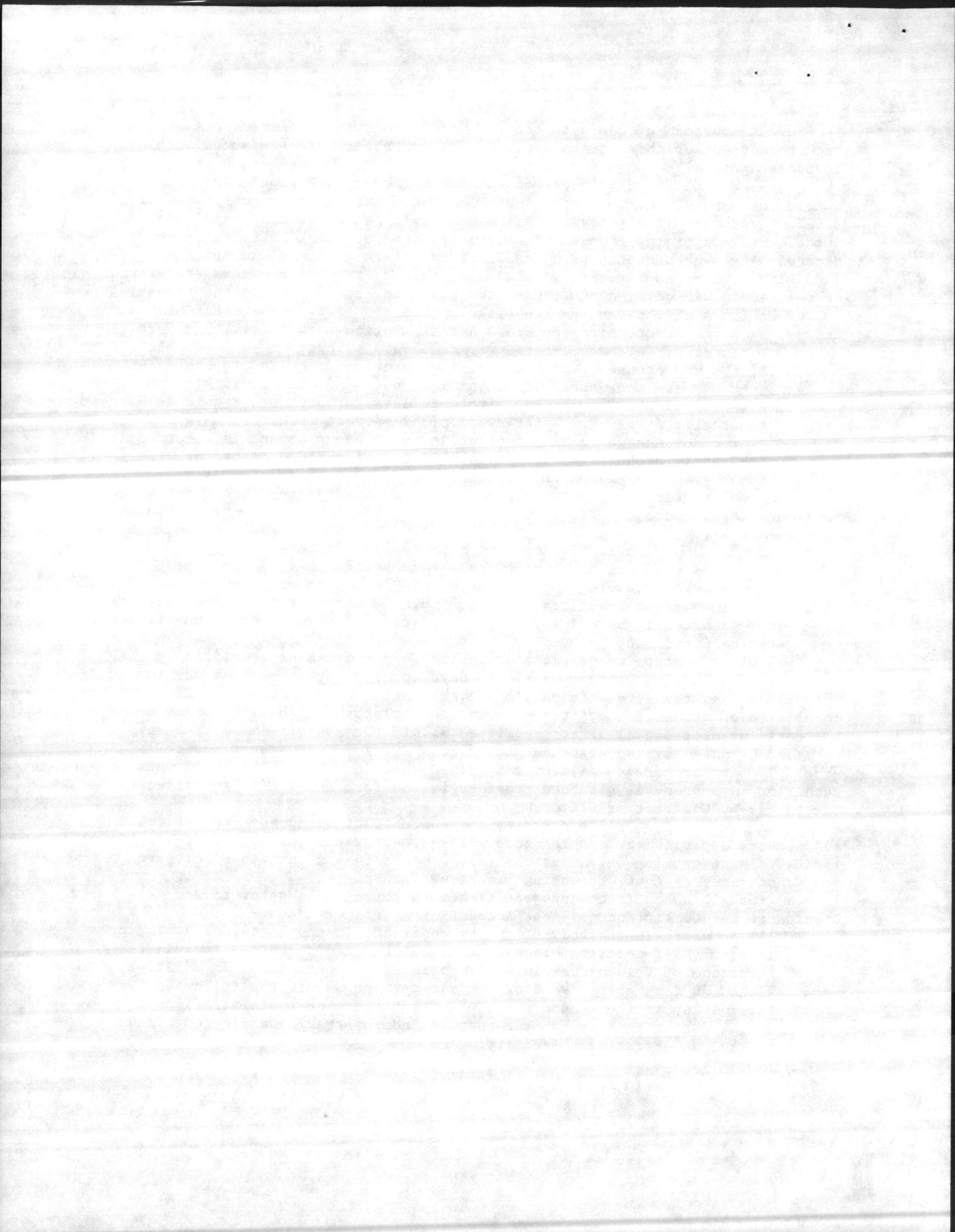
(3) For any failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the CAS clause or by subparagraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause, within 60 days (or such other date as may be mutually agreed to) after the date of agreement of noncompliance by the Contractor.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. If the cost impact proposal is not submitted within the specified time, or any extension granted by the cognizant Contracting Officer, an amount not to exceed 10 percent of each payment made after that date may be withheld until such time as a proposal has been provided in the form and manner specified by the cognizant Contracting Officer.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the CAS clause or with subparagraphs (a)(3) or (a)(4) of the CAS Disclosure and Consistency of Cost Accounting Practices clause.

(d) For all subcontracts subject either to the CAS clause or to the Disclosure and Consistency of Cost Accounting Practices clause-

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and (2) include the substance of this clause in all negotiated subcontracts. In addition, within 30 days after award of the subcontract submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:



- (i) Subcontractor's name and subcontract number.
- (ii) Dollar amount and date of award.
- (iii) Name of Contractor making the award.
- (iv) Any changes the subcontractor has made or proposes to make to accounting practices that affect prime contracts or subcontracts containing the CAS clause or Disclosure and Consistency of Cost Accounting Practices clause, unless these changes have already been reported. If award of the subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.

(e) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contractor's price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

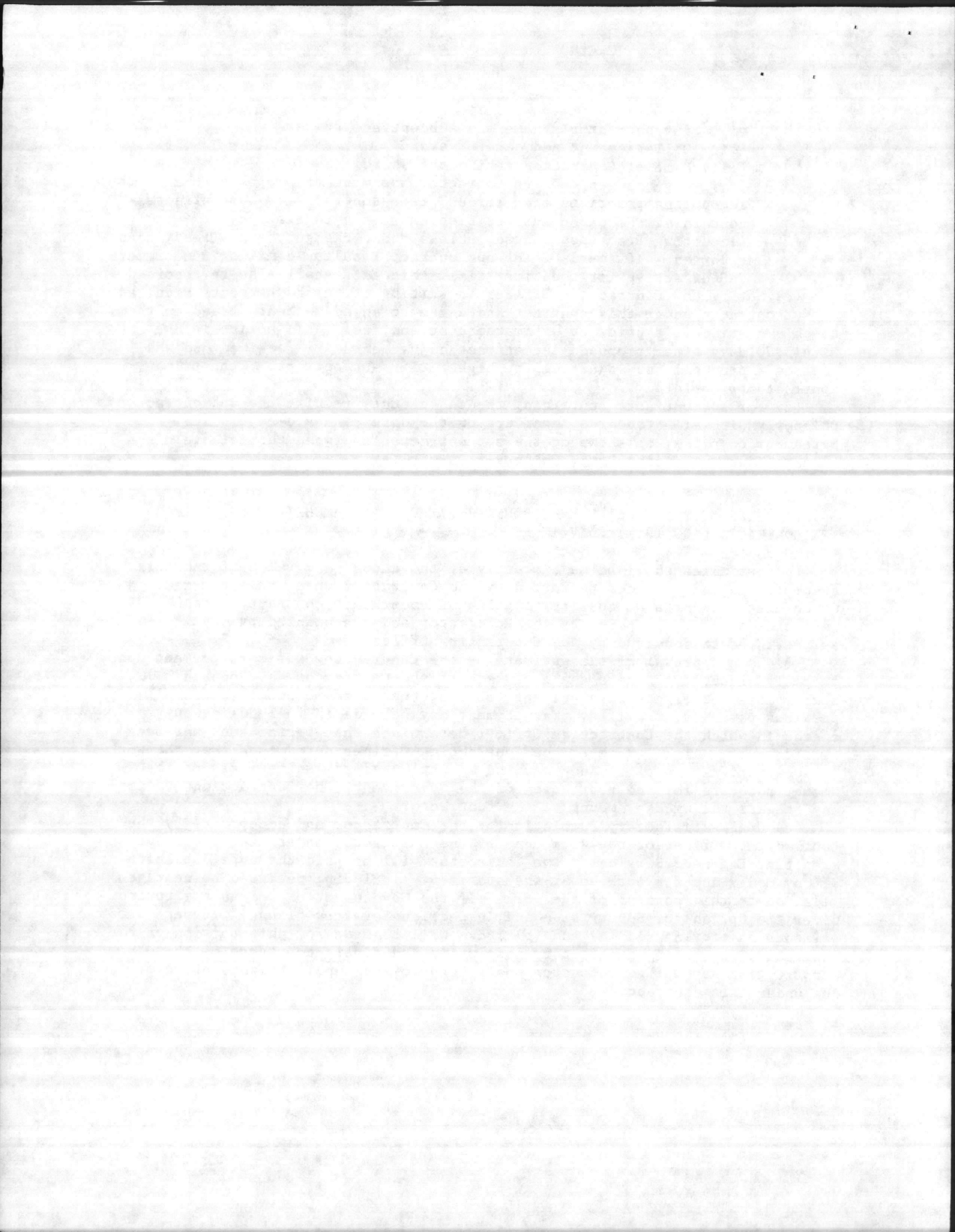
(f) For subcontracts containing the CAS clause, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

34. FAR SUPP 52.232-7006, PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987) (DEV.)

(a) Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor under this contract which meet standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of eighty-five percent (85%) of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. If the Government exercises the option under the Option for Supervision and Inspection Services clause, progress payments as provided in (a) and (b) above will be made for this portion of the contract work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.



(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract and specifically paragraph (b) of this clause progress payments shall not exceed eighty percent (80%) on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

35. FAR 52.232-17, INTEREST (APR 1984)

(a) Notwithstanding any other clause of this contract all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

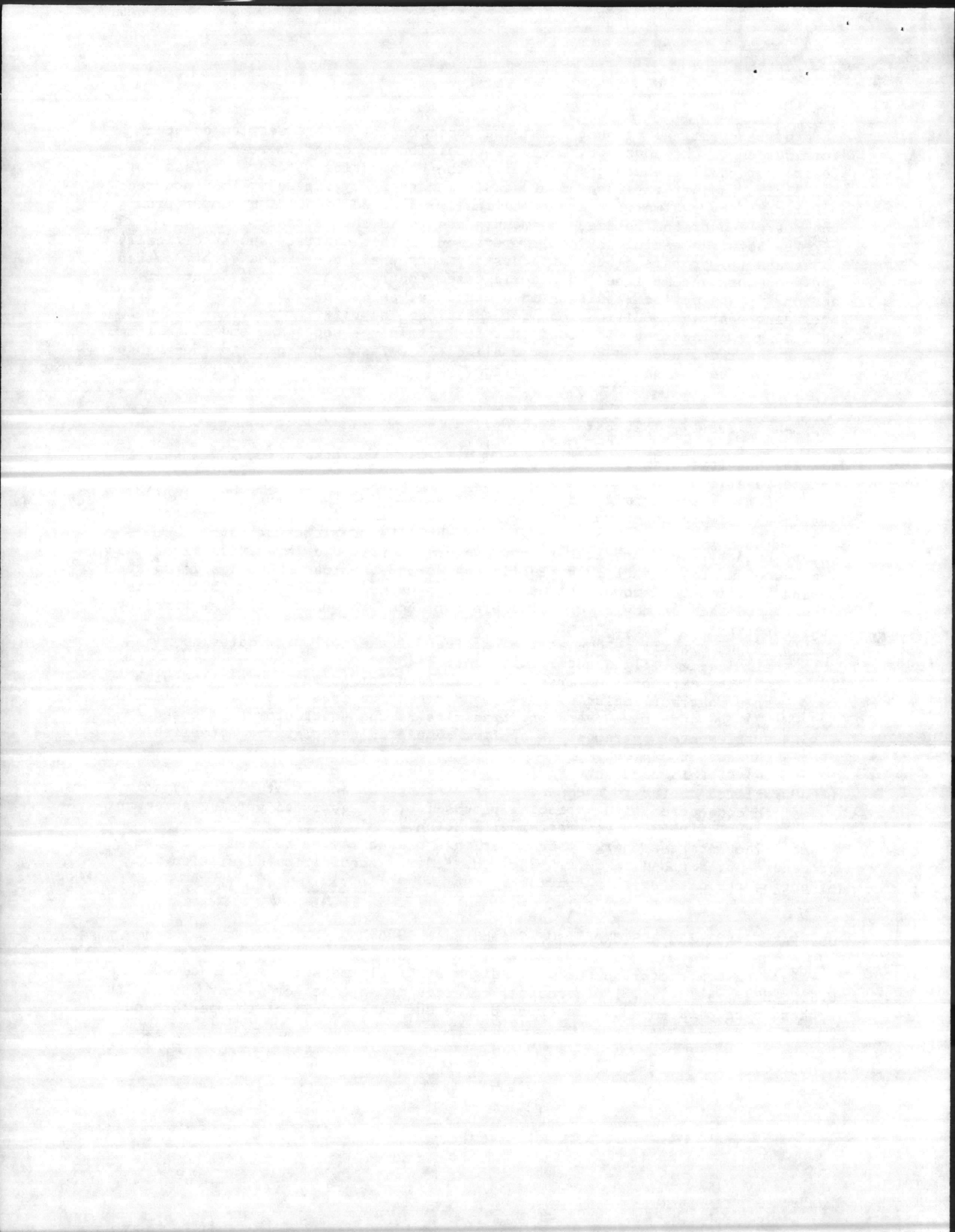
(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

36. FAR 52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance



of this contract to a bank, trust company, or other financing institution, including any federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract and shall not be made to more than one party except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

37. FAR 52.232-26, PROMPT PAYMENT FOR FIXED PRICE ARCHITECT ENGINEER CONTRACTS (APR 1989)

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

(a) Invoice Payments. (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for work or services accepted by the Government, payments for partial deliveries that have been accepted by the Government, and progress payments based on contracting officer approval of the estimated amount and value of work or services performed.

(2) The due date for making invoice payments shall be as described in this subparagraph (a)(2).

(i) The due date for work or services completed by the Contractor shall be the later of the following two events:

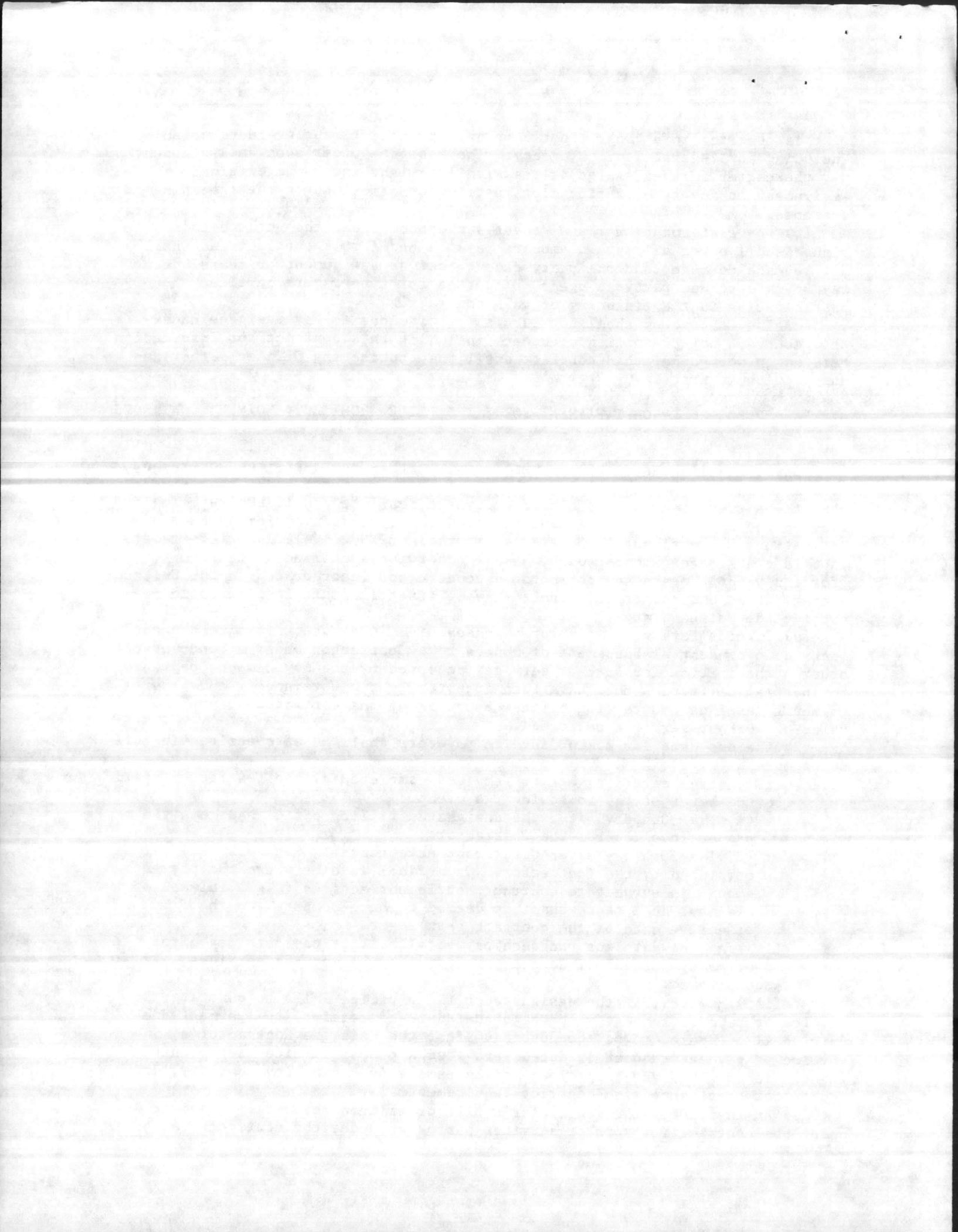
(A) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) The due date for progress payments shall be the 30th day after Government approval of Contractor estimates of work or services accomplished.

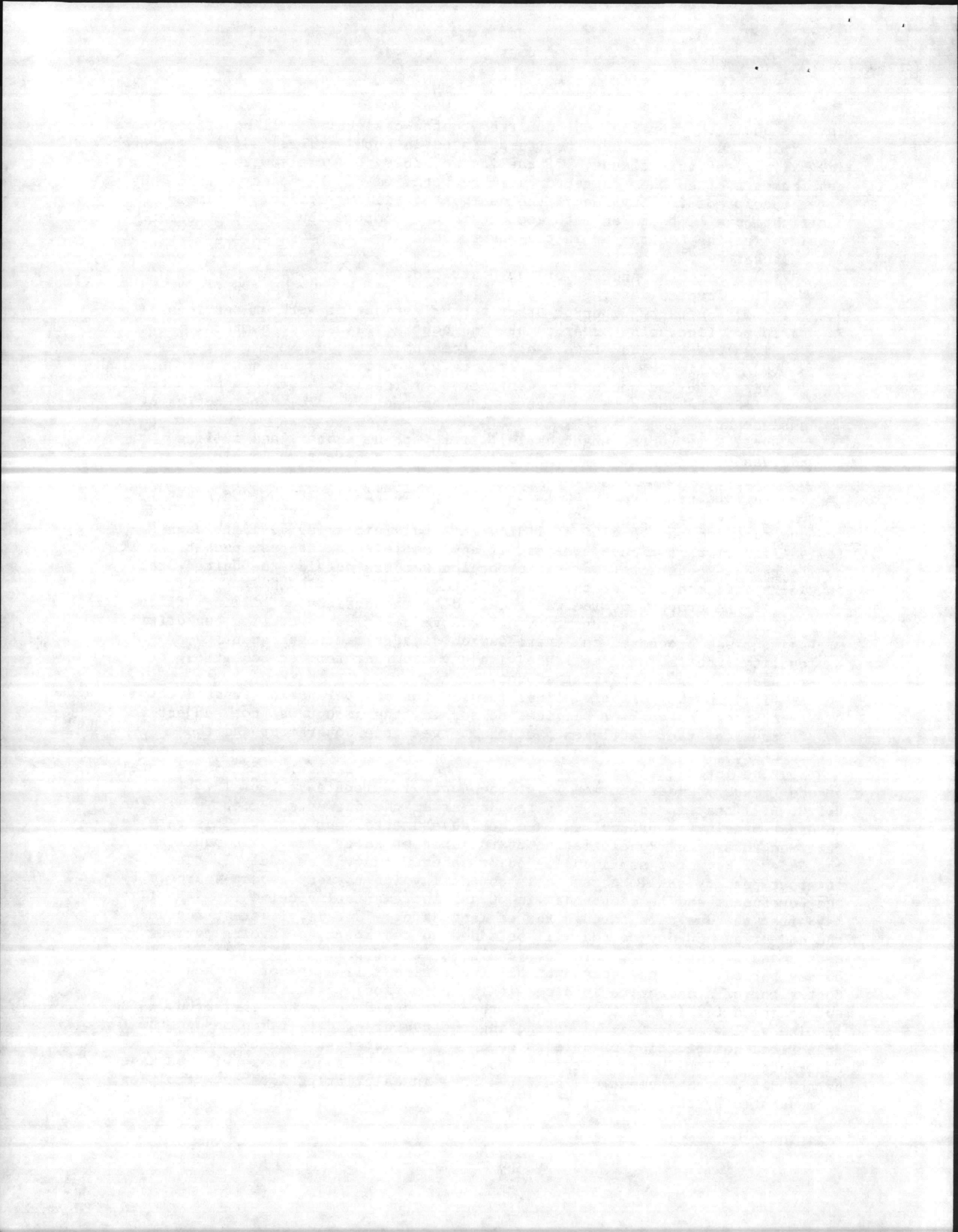
(iii) However, if the designated billing office fails to annotate the invoice or payment request with the actual date of receipt, the payment due date shall be deemed to be the 30th day after the date the Contractor's invoice or payment request is dated, provided a proper invoice or payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An



invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(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. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause:

- (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
 - (iv) Description of work or services performed.
 - (v) Delivery and payment terms (e.g., prompt payment discount terms).
 - (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 the contract.
- (4) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.
- (i) A proper invoice was received by the designated billing office.
 - (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) 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 subparagraph (a) (3) 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 or approval shall be deemed to have occurred constructively as shown in subdivisions (a)(5)(i)(A) and (B) of this clause. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval shall be deemed to have occurred on the 7th day after Contractor estimates have been received by the designated billing office.

(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.

(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.

(6) 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 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.

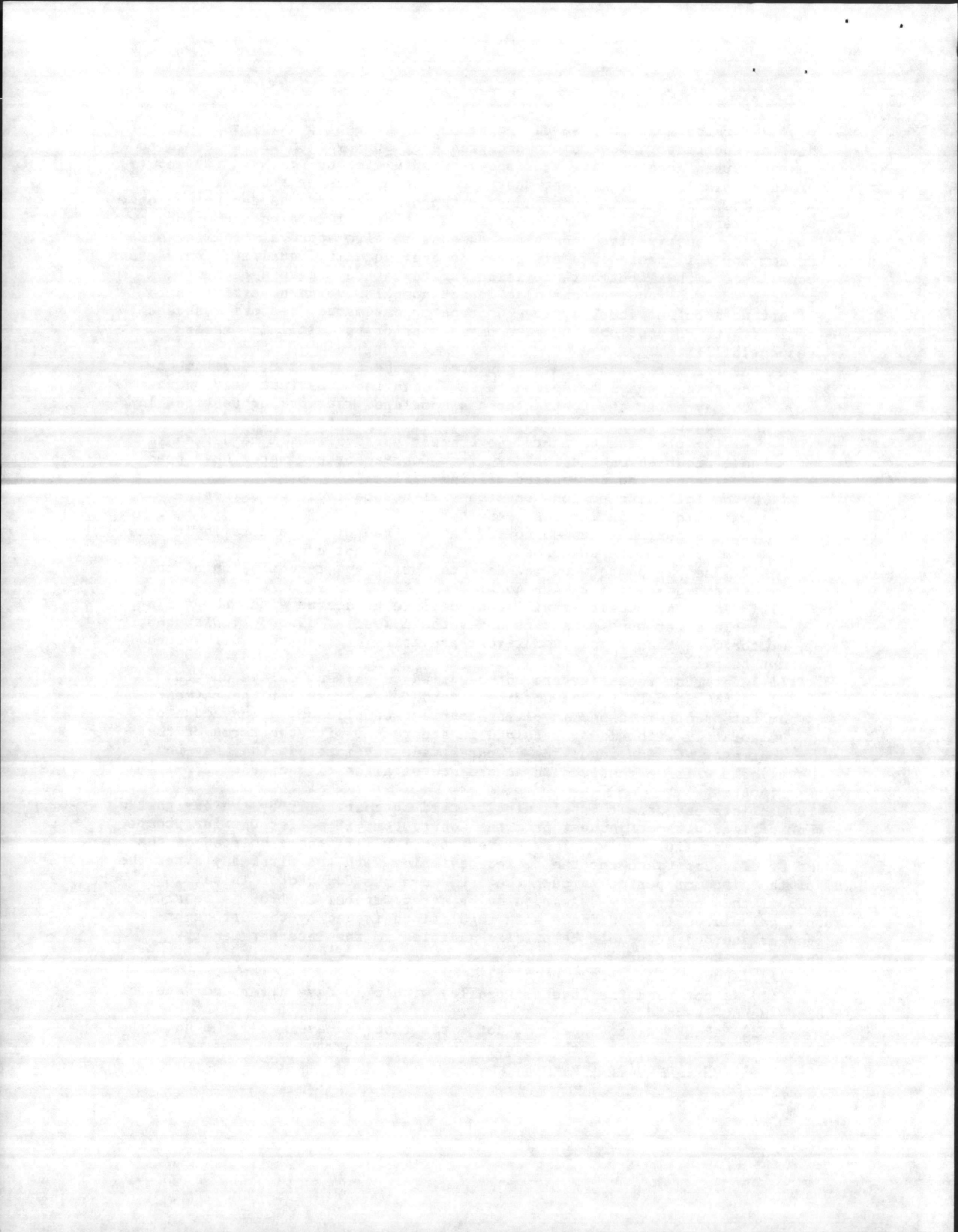
(7) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(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, if applicable, "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, other than progress payments based on estimates of amount and value of work performed. Contract financing payments include advance payments.

(2) If this contract provides 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 (insert day as prescribed by Agency head; if not prescribed, insert 30th day) 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. 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. Contract financing payments shall not be assessed an interest penalty for payment delays.

38. FAR 52.233-1, DISPUTES (APR 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim" as used in this clause means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

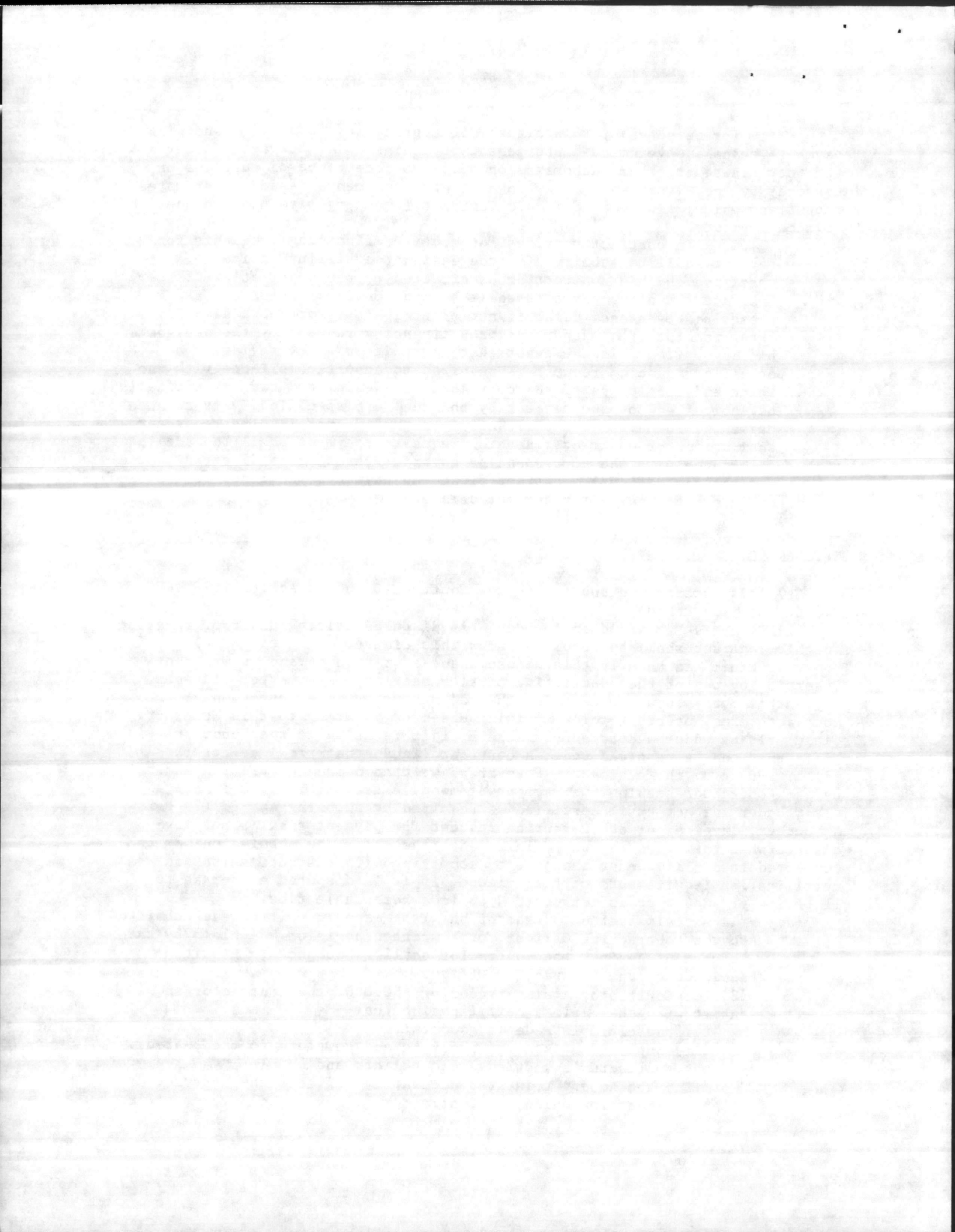
(d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that—

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.



(3) (i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by--

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

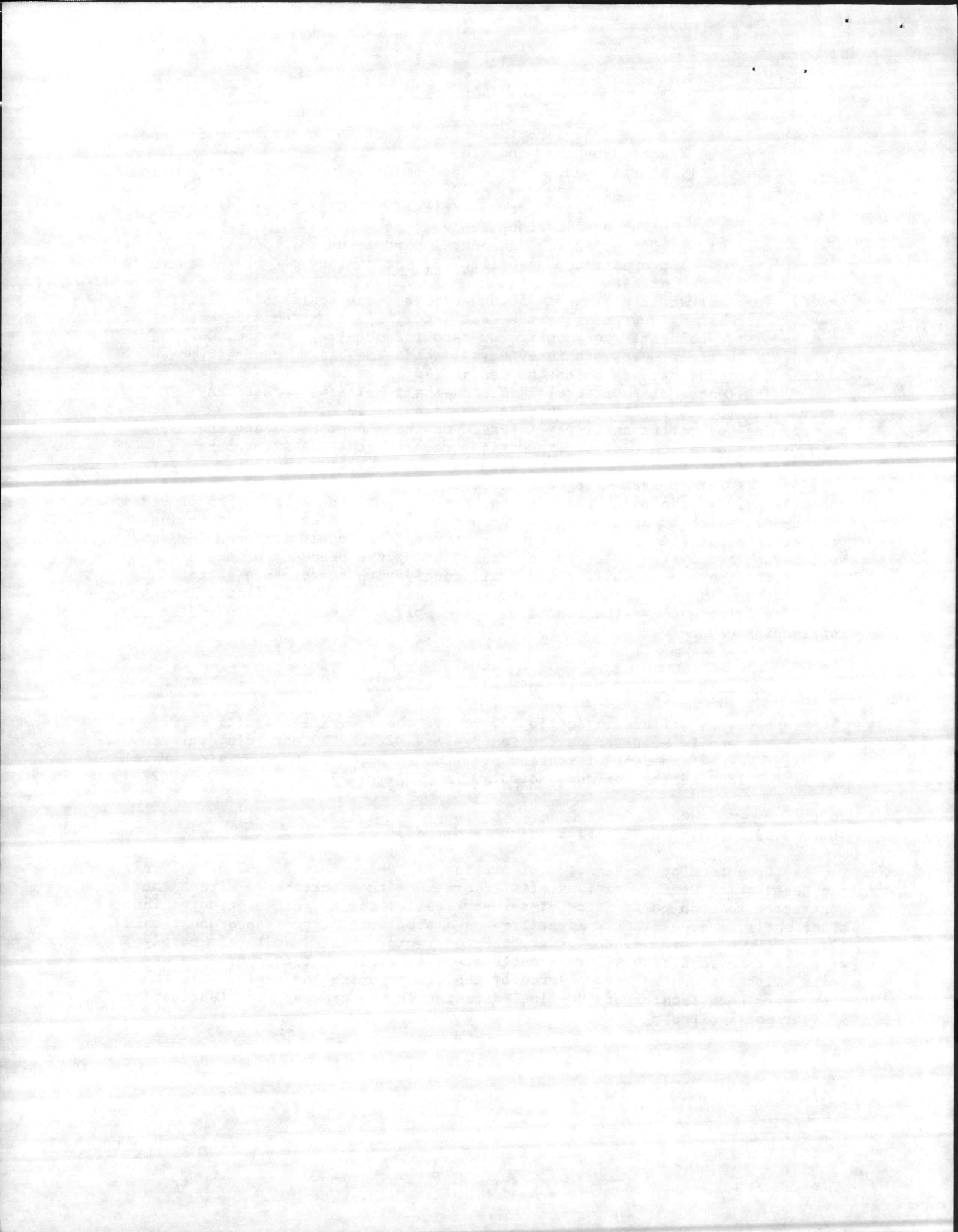
(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

39. FAR 52.233-2, SERVICE OF PROTEST (JAN 1985)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from Commander, Atlantic Division, Naval Facilities Engineering Command, Norfolk, VA 23511-6287, Attention Code 0224.

40. FAR 52.233-3, PROTEST AFTER AWARD (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.102 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--



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

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

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

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

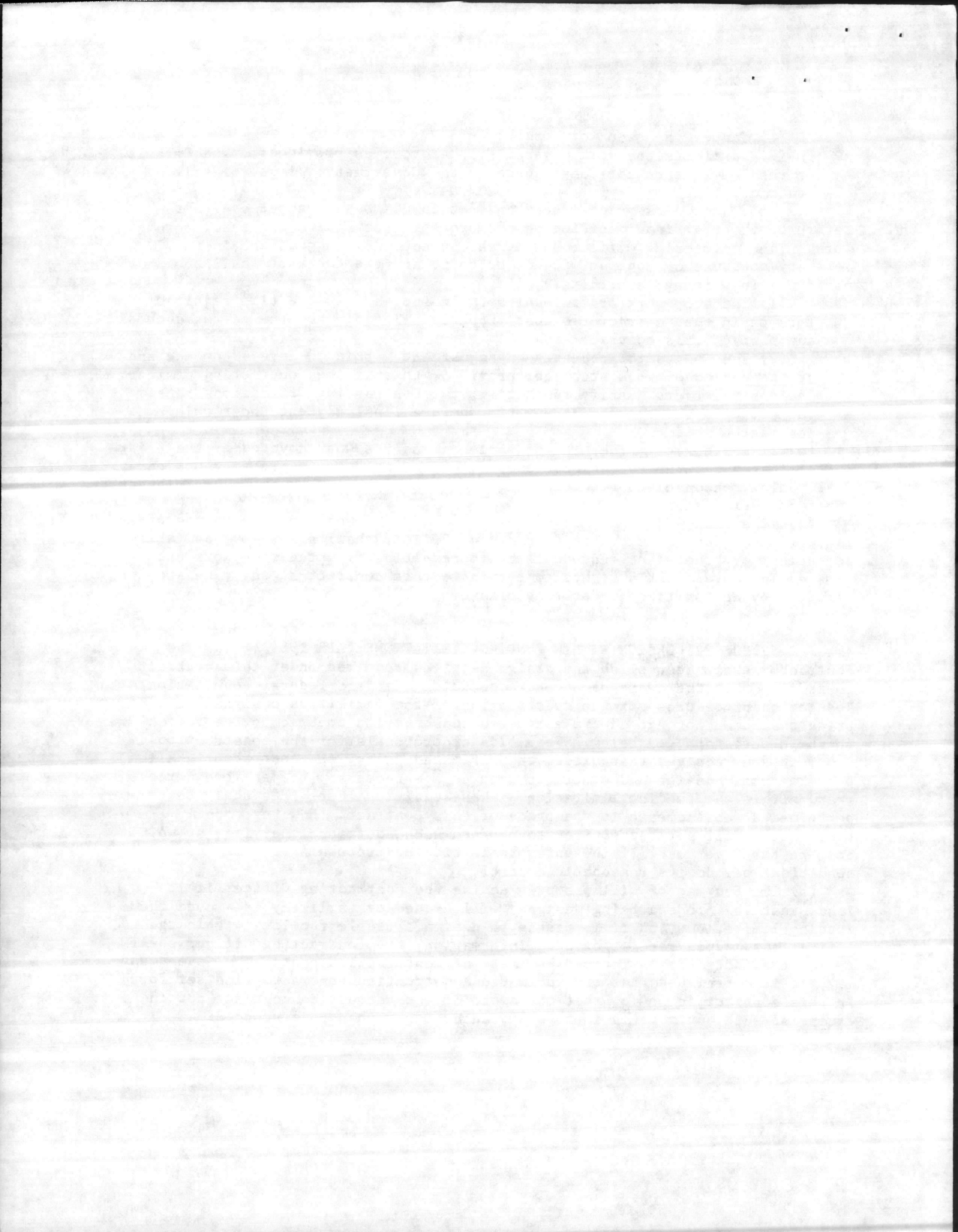
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

41. FAR 52.236-22, DESIGN WITHIN FUNDING LIMITATIONS (APR 1984): (a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer shall review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that the award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or



materials as required to reduce the estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ (Shown in Appendix A).

42. FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

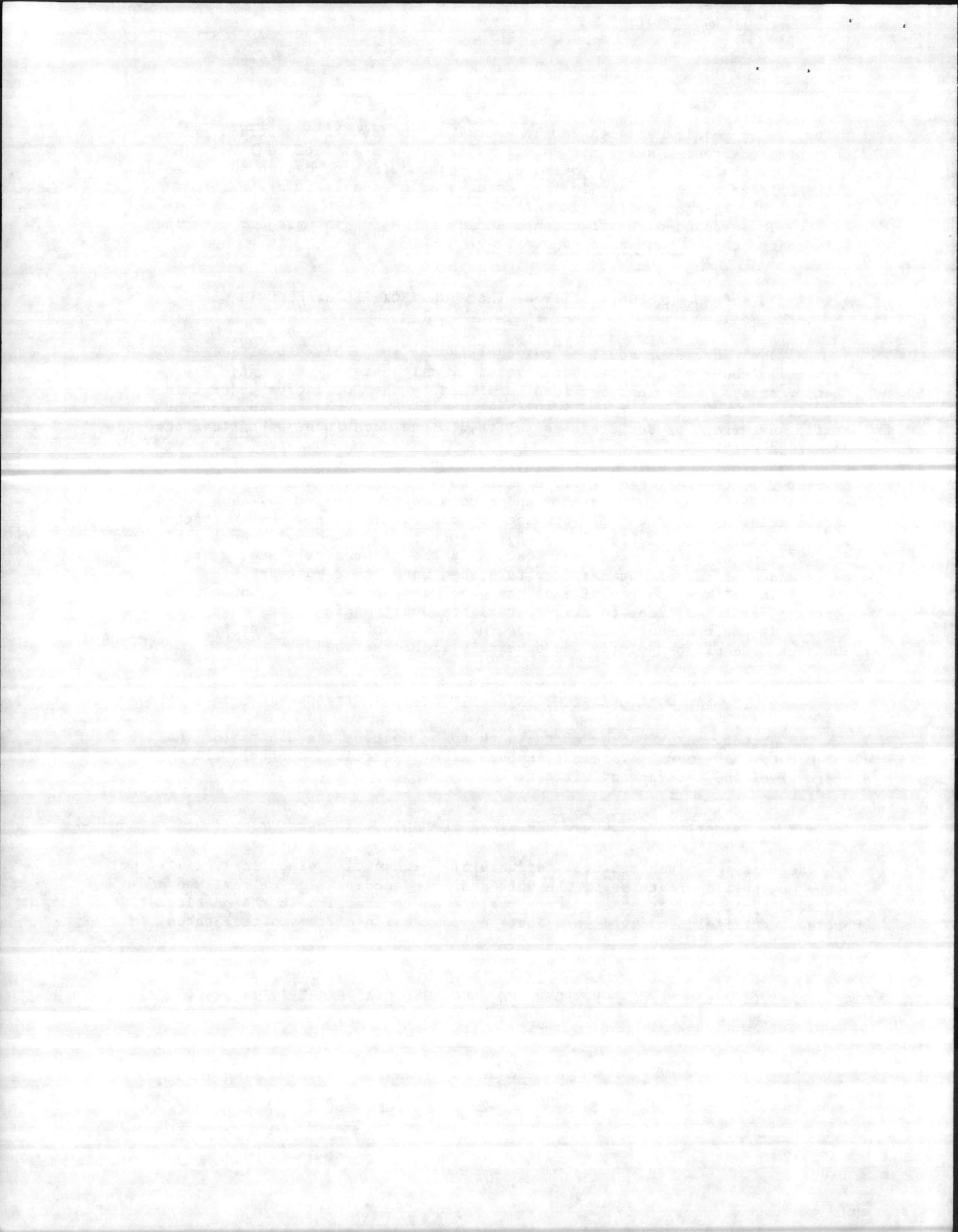
43. FAR 52.236-24, WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

44. FAR 52.236-25, REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

45. FAR 52.243-1, CHANGES--FIXED-PRICE (AUG 1987) (ALTERNATE III) (1984 APR)



(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Dispute clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

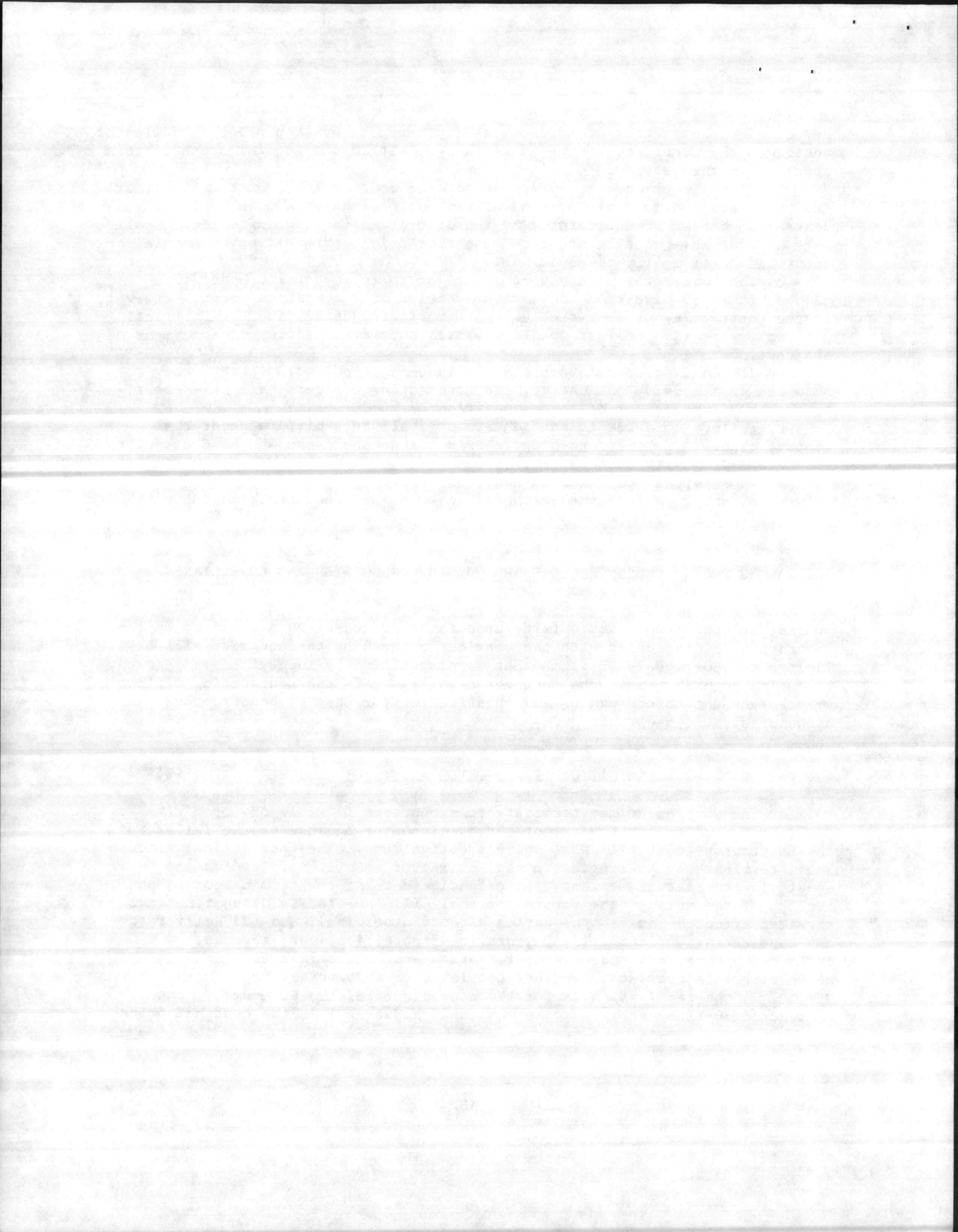
46. FAR 52.244-4, SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS
(APR 1984)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed, to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

47. FAR 52.249-7, TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price



but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional costs incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

48. FAR SUPP 52.203-7001, SPECIAL PROHIBITION ON EMPLOYMENT (APR 1987)

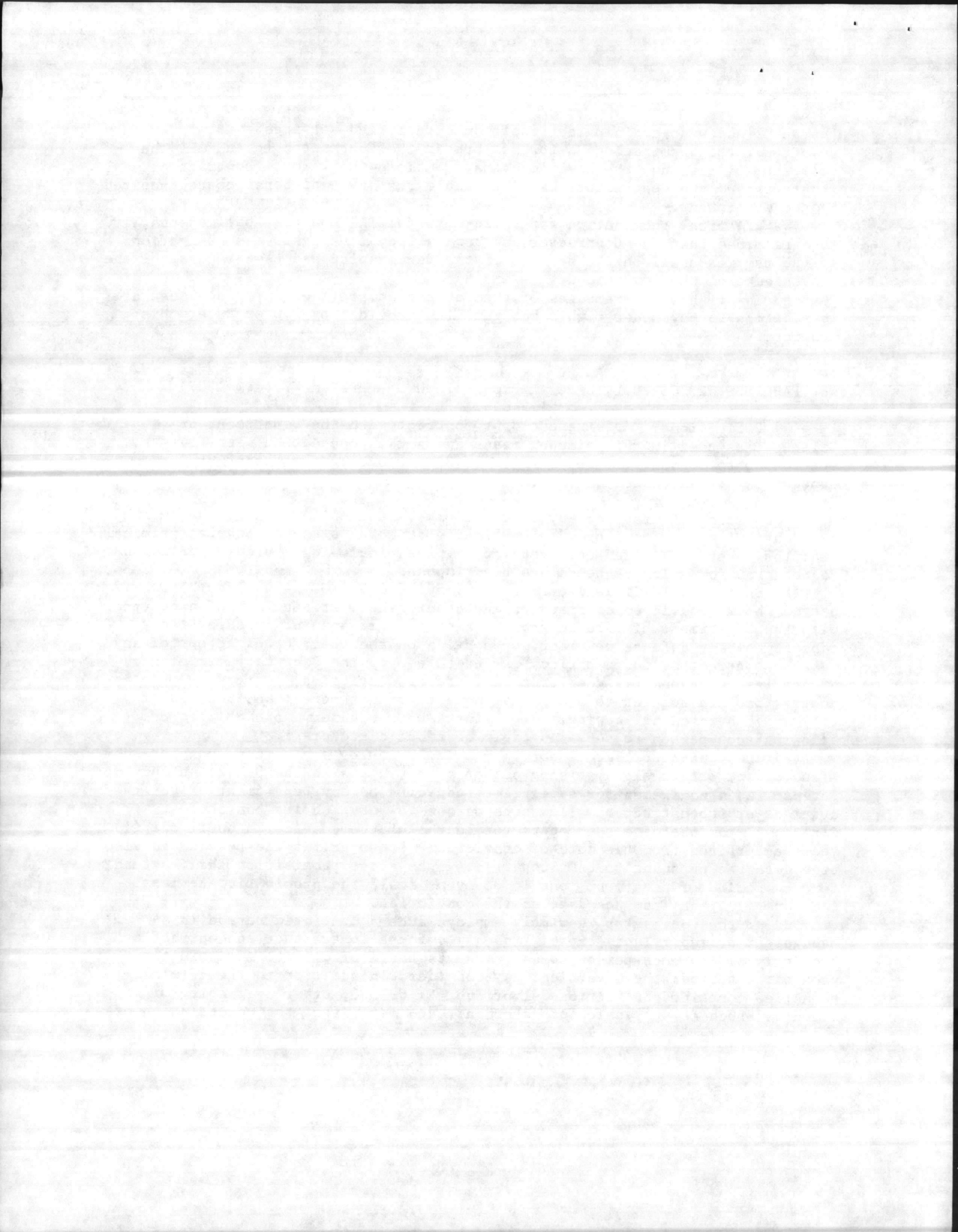
(a) Definitions. "Arising out of a contract with the Department of Defense," as used in this clause, means any act in connection with (1) attempting to obtain, (2) obtaining, or (3) performing a contract or subcontract of any agency, department, or component of the Department of Defense.

"Conviction of fraud or any other felony", as used in this clause, means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(b) Section 941, Title IX, Pub. L. 99-500 (10 U.S.C. 2408) prohibits a person who is convicted of fraud or any other felony arising out of a contract with the Department of Defense from working in a management or supervisory capacity on any defense contract, or serving on the board of directors of any defense contractor, for a period, as determined by the Secretary of Defense, of not less than one (1) year from the date of conviction. Defense contractors are subject to a criminal penalty of not more than \$500,000 if they are convicted of knowingly employing a person under a prohibition or allowing such person to serve on their board of directors.

(c) The Contractor agrees not to knowingly employ any person, convicted of fraud or any other felony arising out of a contract with the Department of Defense, in a management or supervisory capacity on any Department of Defense contract or subcontract or allow such person to serve on its board of directors from the date the Contractor learns of the conviction until one (1) year has expired from the date of conviction. However, if the person has also been debarred pursuant to FAR Subpart 9.4, the above prohibition shall extend for the period of debarment, but in no event shall the prohibition be less than one (1) year from the date of the conviction.

(d) If the Contractor knowingly employs such a convicted person in a management or supervisory capacity on any defense contract or subcontract or knowingly allows such person to serve on its board of directors within the prohibited period, the Government may consider, in addition to the criminal penalties contained in Section 941 of Pub. L. 99-500, other available remedies, such as suspension or debarment, and may direct the cancellation of



this contract at no cost to the Government, or terminate this contract for default.

(e) The Contractor agrees to include the substance of this clause, including this paragraph (e), appropriately modified to reflect the identity and relationship of the parties, in all subcontracts exceeding \$25,000.

49. FAR SUPP 52.203-7002, STATUTORY COMPENSATION PROHIBITIONS AND REPORTING REQUIREMENTS RELATING TO CERTAIN FORMER DEPARTMENT OF DEFENSE (DOD) EMPLOYEES (APR 1988)

(The following clause is applicable if this contract is expected to exceed \$100,000.)

(a) Definitions. Terms used in this clause are defined at section 3.170-1 of the Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2).

(b) Prohibition on Compensation.

(1) 10 U.S.C. 2397b and 2397c prohibit a major defense contractor from offering or providing any compensation valued in excess of two hundred fifty dollars (\$250) to a former Department of Defense (DoD) official who left DoD service on or after 16 April 1987 and who, while employed by DoD, performed procurement-related functions in connection with that same defense contractor. This prohibition runs for the two-year period beginning on the date of such person's separation from service in DoD.

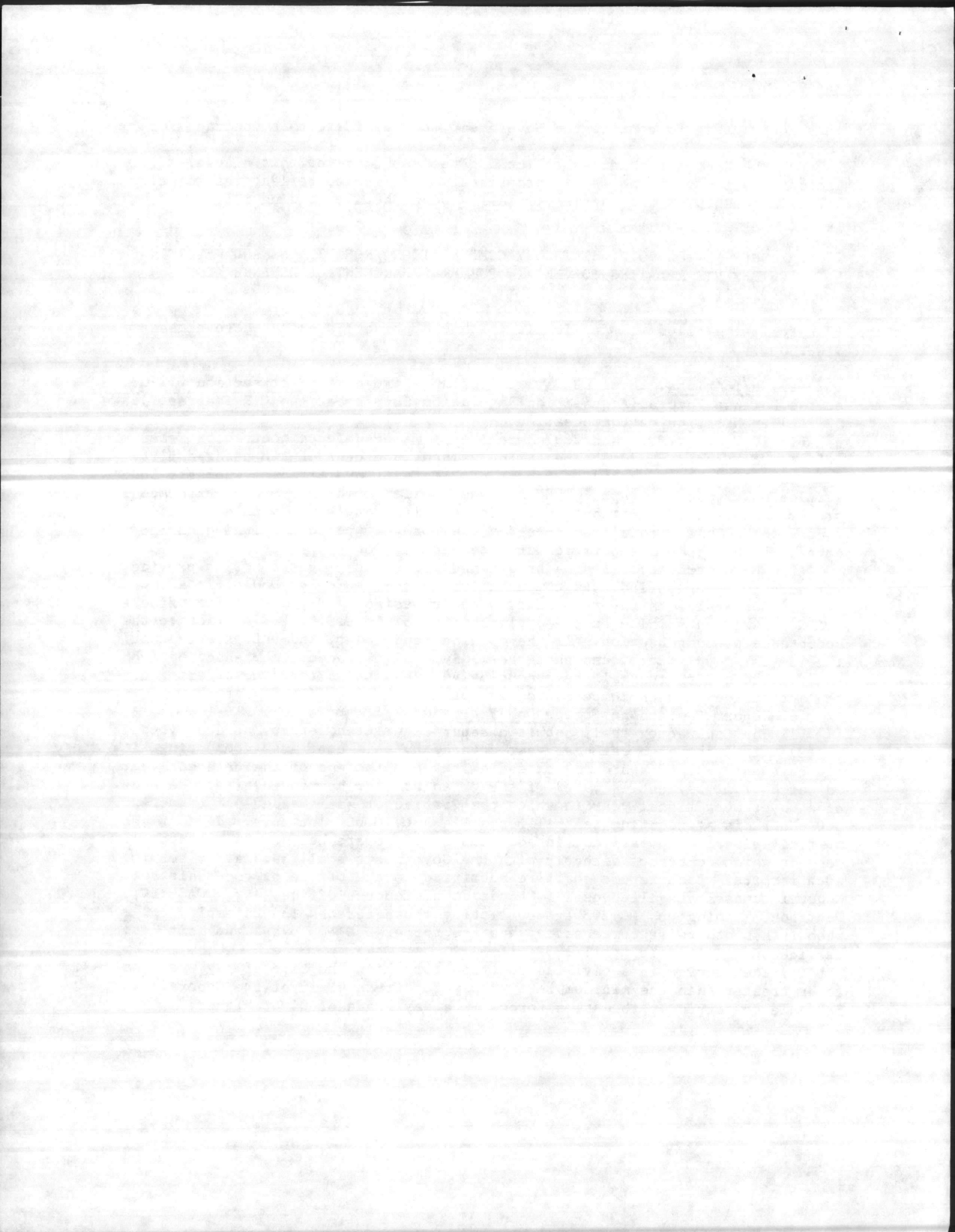
(2) The Contractor, if a major defense contractor, agrees not to provide, for such two-year period, any compensation to such a former DoD official.

(3) DoD employees may request from their Designated Agency Ethics Official (DAEO) a written opinion on the applicability of 10 U.S.C. 2397b prior to the acceptance of compensation. If the opinion rendered by the DAEO states that the law is inapplicable, and that the individual may accept compensation from the Contractor, there shall be a conclusive presumption that the offering and the acceptance of such compensation is not a violation of the statute.

(c) Report Concerning Former DoD Employees.

(1) The Contractor shall submit a separate written report, as described in (c)(2) below, for each calendar year covered by this contract (commencing with the calendar year of award and extending through the end of the calendar year in which final payment is made) if the calendar year commenced after the end of a Government fiscal year in which the Contractor was awarded one or more DoD contracts aggregating ten million dollars (\$10,000) or more. In multidivisional corporations, in addition to corporate headquarters, each segment which contracts directly with the Government shall separately submit such reports. Each report shall be submitted to the Office of the Assistant General Counsel (Legal Counsel), Standards of Conduct Office, Attn: OAGC/LC, Pentagon, Washington, DC 20301-1600 listing those persons in its employ or whom it has otherwise compensated, who are former DoD employees who left service on or after 16 April 1987, if--

(i) They served in a civilian position for which the rate of pay was equal to or greater than the minimum rate of pay for Grade GS-13 of the General Schedule or served in the Armed Forces in a pay grade of 04 or higher;



(ii) They are compensated by the Contractor during the reporting period;
and

(iii) Such compensation was provided within two (2) years after the former DoD employee left service in the Department of Defense.

(2) The report shall contain the following elements:

(i) Each individual's name and an identification of the agency in which each individual was employed or served on active duty during the last two (2) years of the individual's service with DoD;

(ii) Each individual's job title(s) during the person's last two (2) years of service with DoD and a list of major defense systems on which each individual performed any work;

(iii) A complete description (exclusive of proprietary information) of any work that each individual is performing, or did perform, on behalf of the Contractor during the calendar year covered by the report (If the procurement is classified, the Contractor may use a generalized description which will not compromise the classified nature of the work.);

(iv) An identification of each major defense system on which each individual has performed any work on behalf of the Contractor.

(3) Each report required under (c)(1) above shall be submitted not later than April 1 of the year following the end of the calendar year for which the report is being made.

(4) A DD Form 1787 properly certified by the individual to whom it relates may be submitted to satisfy the reporting requirement as to any single individual.

(5) The Contractor need not submit duplicate reports to the Government. Submission of a report meeting the requirements of this clause, under another, concurrent contract with DoD will satisfy the reporting requirement of this contract as to any single calendar year.

(d) Penalties for Failure to Comply.

(1) Civil Fines for Failure to Comply with 10 U.S.C. 2397b. A Contractor who knowingly offers or provides any compensation to a former DoD official in violation of the statute, and who knew or should have known that the acceptance of such compensation would be in violation of such statute, shall be subject to a civil fine, not to exceed five hundred thousand dollars (\$500,000).

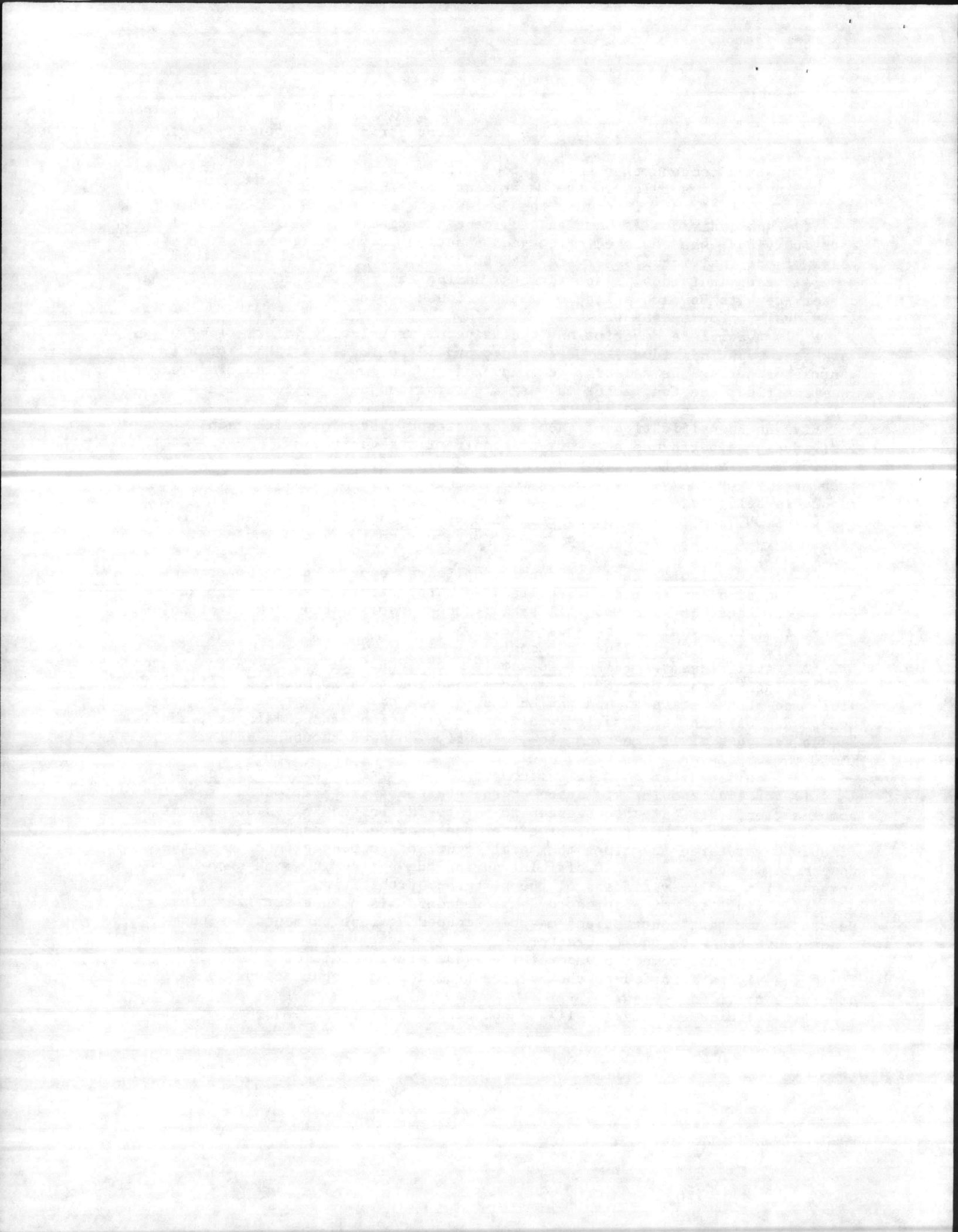
(2) Liquidated Damages for Failure to Comply with 10 U.S.C. 2397c.

(i) For each knowing violation of the statutory prohibition on providing compensation, the Contractor agrees to pay to the United States Government as liquidated damages the greater of either one hundred thousand dollars (\$100,000) or three (3) times the total amount of compensation paid by the Contractor to the former DoD official during the period in which such compensation was in violation of the statutory prohibition.

(ii) Liability for liquidated damages under this clause survives final payment under this contract and may be recouped against payments due under other contracts with the Contractor.

The rights and remedies under this clause are in addition to and do not limit any rights afforded to the Government under this contract or as otherwise provided by law.

(iii) Liquidated damages will be computed based upon the number of actual



violations by the Contractor, and not on the number of contracts in which this clause appears.

(3) Penalties for Failure to Report. If the Contractor knowingly fails to file a report in accordance with (c) above, the Contractor shall be subject to an administrative penalty not to exceed ten thousand dollars (\$10,000). The final determination of the penalty to be charged to the Contractor shall be made by the Secretary of Defense or designee after the Contractor is afforded an opportunity for an agency hearing on the record in accordance with agency hearing procedures. The Secretary's determination shall form a part of the record and shall be subject to judicial review under Chapter 7 of Title 5, United States Code.

50. FAR SUPP 52.215-7000, AGGREGATE PRICING ADJUSTMENT (APR 1985)

In determining whether a pricing adjustment is expected to exceed \$100,000, the term "pricing adjustment" shall mean "the aggregate increases and/or decreases in cost plus applicable profits."

51. FAR SUPP 52.219-7000, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (JUN 1988)

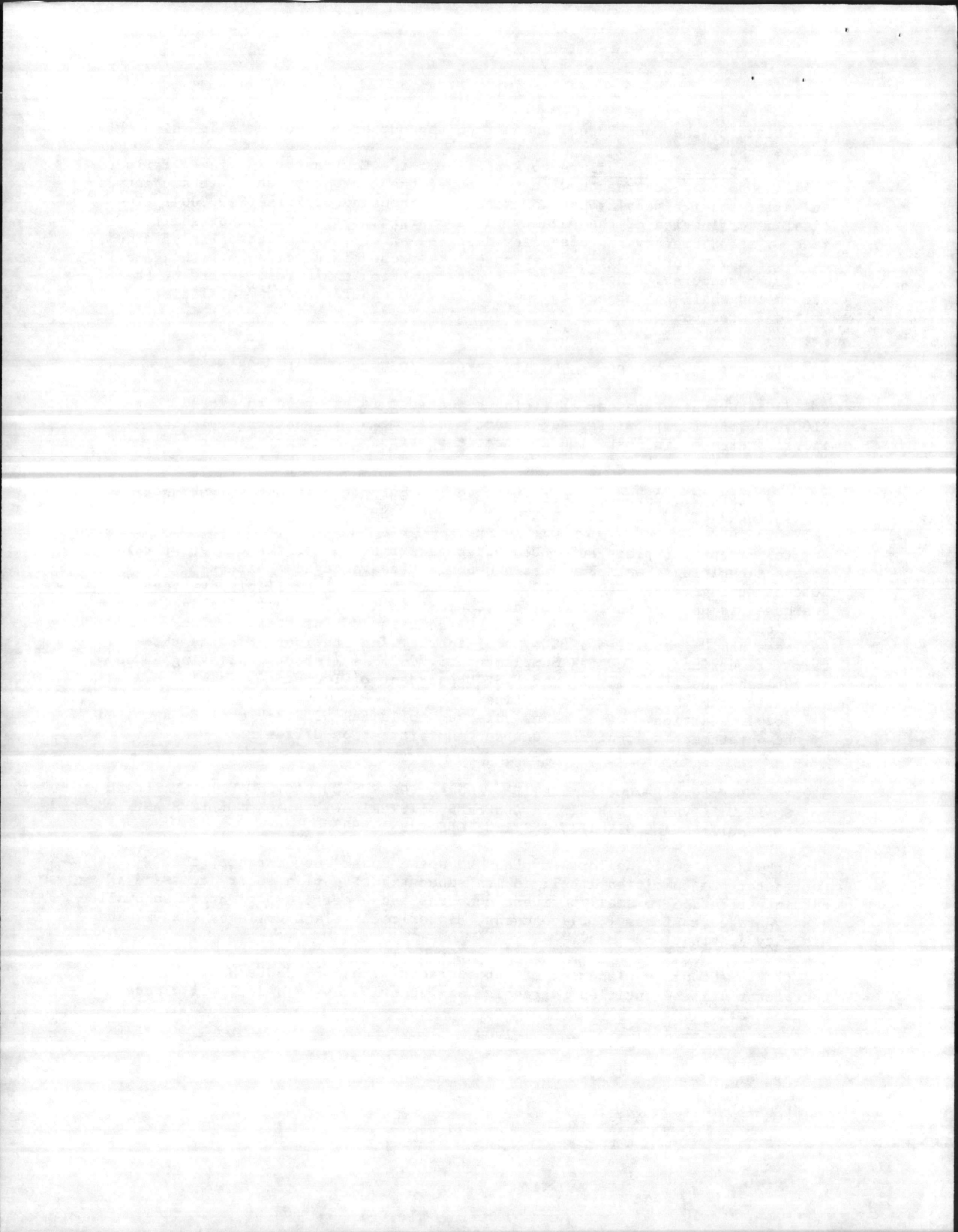
(a) Except for plans submitted under paragraph (g) of the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan," FAR 52.219-9, whenever the term "small disadvantaged business" is used in that FAR clause, such term shall be deemed to include (in addition to small disadvantaged business concerns), Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) as those terms are defined at DoD FAR Supplement 26.7002. A list of qualifying HBCUs is published periodically by the U.S. Department of Education, and is available from the Contracting Officer.

(b) In addition, master plans referred to in FAR 52.219-9 must be approved by the Government's cognizant Contract Administration Office.

52. FAR SUPP 52.219-7009, INCENTIVE PROGRAM FOR SUBCONTRACTING WITH SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (JUN 1988)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award a certain percentage to small business concerns and a certain percentage to small disadvantaged business (SDB) concerns, Historically Black Colleges (HBCUs) and Minority Institutions (MIs).

(b) To encourage placement of subcontracts with SDBs/HBCUs/MIs, the Contractor will be entitled to receive an incentive award under this clause, as follows:



(1) Where the SDB/HBCU/MI goal in this contract is less than five percent (5%) of total planned subcontracting dollars and the Contractor both exceeds its SDB/HBCU/MI goal and awards more than five percent (5%) of total actual subcontracting dollars to SDBs/HBCUs/MIs in performing this contract, the Contractor will receive ten percent (10%) of the difference between the total dollar amount of subcontracts awarded to SDBs/HBCUs/MIs and five percent (5%) of total actual subcontracting dollars.

(2) Where the SDB/HBCU/MI goal in this contract is equal to or greater than five percent (5%) of total planned subcontracting dollars and the Contractor both exceeds its SDB/HBCU/MI goal and awards more than five percent (5%) of total actual subcontracting dollars to SDBs/HBCUs/MIs in performing this contract, the Contractor will receive ten percent (10%) of the difference between the total dollar amount of subcontracts awarded to SDBs/HBCUs/MIs and the SDB/HBCU/MI goal amount.

(c) The contractor will not be entitled to receive an incentive award under this clause if the Contracting Officer determines that the amount by which the contractor exceeded its goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations, caused the actual subcontract amount to exceed that estimated in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

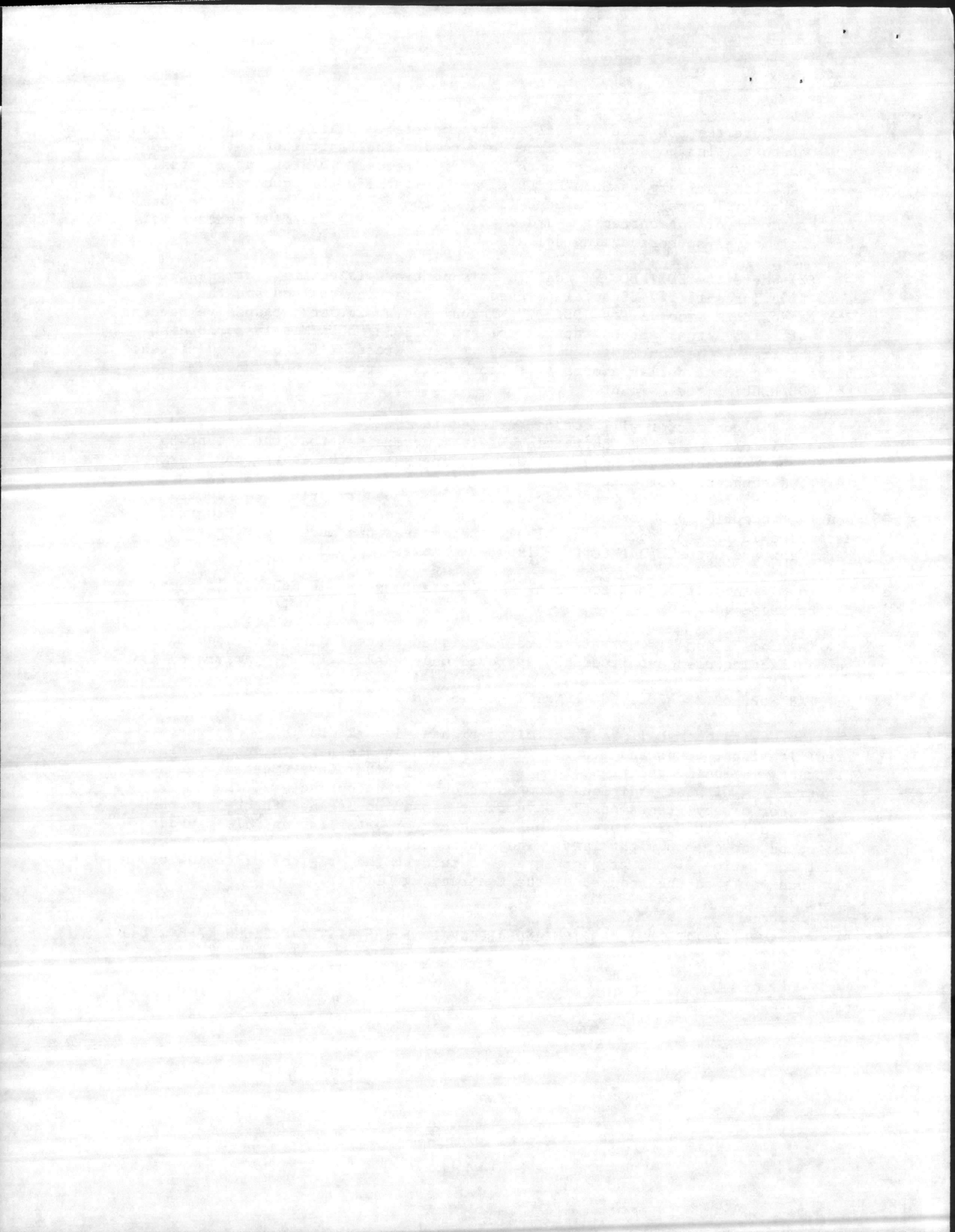
(d) If this is a cost contract, the limitations of FAR Subpart 15.9 may not be exceeded.

(e) This clause is not effective if this contract is awarded based on a subcontracting plan submitted and approved under FAR 52.219-9, paragraph (g).

53. FAR SUPP 52.227-7022, GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

54. FAR SUPP 52.227-7024, NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR 1984)



In performance of this contract, the Contractor shall, to the extent practicable, make maximum use of structures, machines, products, materials, construction methods, and equipment that are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Contracting Officer, the Contractor shall not produce a design or specification that requires in the construction work the use of structures, products, materials, construction equipment, or processes that are known by the Contractor to be available only from a sole source. The Contractor shall promptly report any such design or specification to the Contracting Officer and give the reason why it is considered necessary to so restrict the design or specification.

55. FAR SUPP 52.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

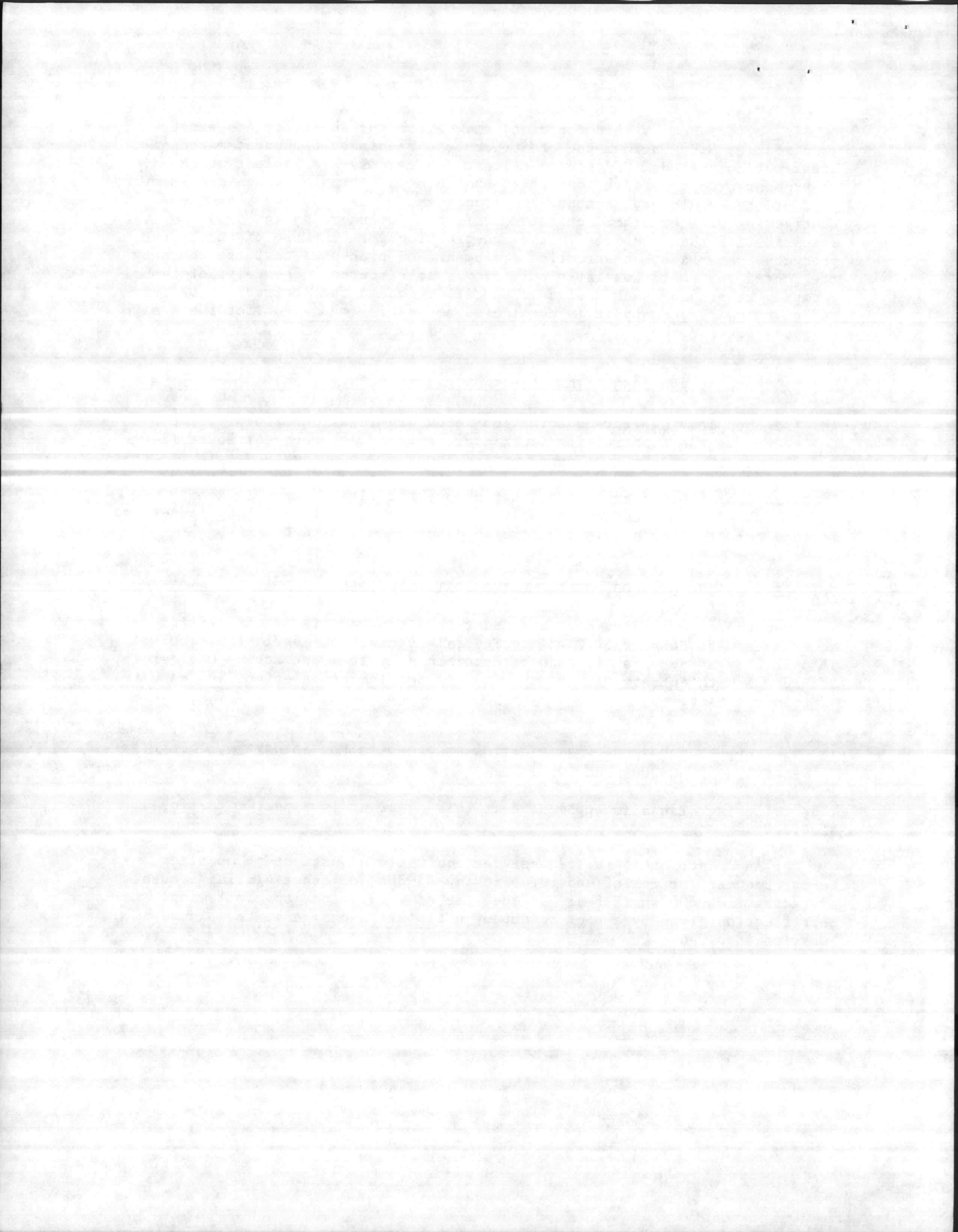
56. FAR SUPP 52.231-7000, SUPPLEMENTAL COST PRINCIPLES (APR 1984)

When the allowability of costs under this contract is determined in accordance with Subpart 31.2 of the Federal Acquisition Regulation, the allowability of costs shall also be determined by the Contracting Officer in accordance with Subpart 31.2 of the DoD FAR Supplement in effect at the date of this contract.

57. FAR SUPP 52.233-7000, CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000 (FEB 1980)

(The following clause is applicable if this contract is expected to exceed \$100,000.)

(a) Any contract claim, request for equitable adjustment to contract terms, request for relief under Public Law 85-804, or other similar request exceeding \$100,000 shall bear, at the time of submission, the following certification given by a senior company official in charge at the plant or location involved:



I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(Official's Name)

(Title)

(b) The certification in paragraph (a) requires full disclosure of all relevant facts, including cost and pricing data.

(c) The certification requirement in paragraph (a) does not apply to:

- (1) requests for routine contract payments; for example, those for payment for accepted supplies and services, routine vouchers under cost-reimbursement type contracts, and progress payment invoices; and
- (2) final adjustments under incentive provisions of contracts.

(d) In those adjustments under incentive provisions of contracts.

Section 813 has been submitted prior to the inception of a contract dispute, a single certification, using the language prescribed by the Contract Disputes Act but signed by a senior company official in charge at the plant or location involved, will be deemed to comply with both statutes.

58. FAR SUPP 52.236-7000, COMPOSITION OF CONTRACTOR (JAN 1965)

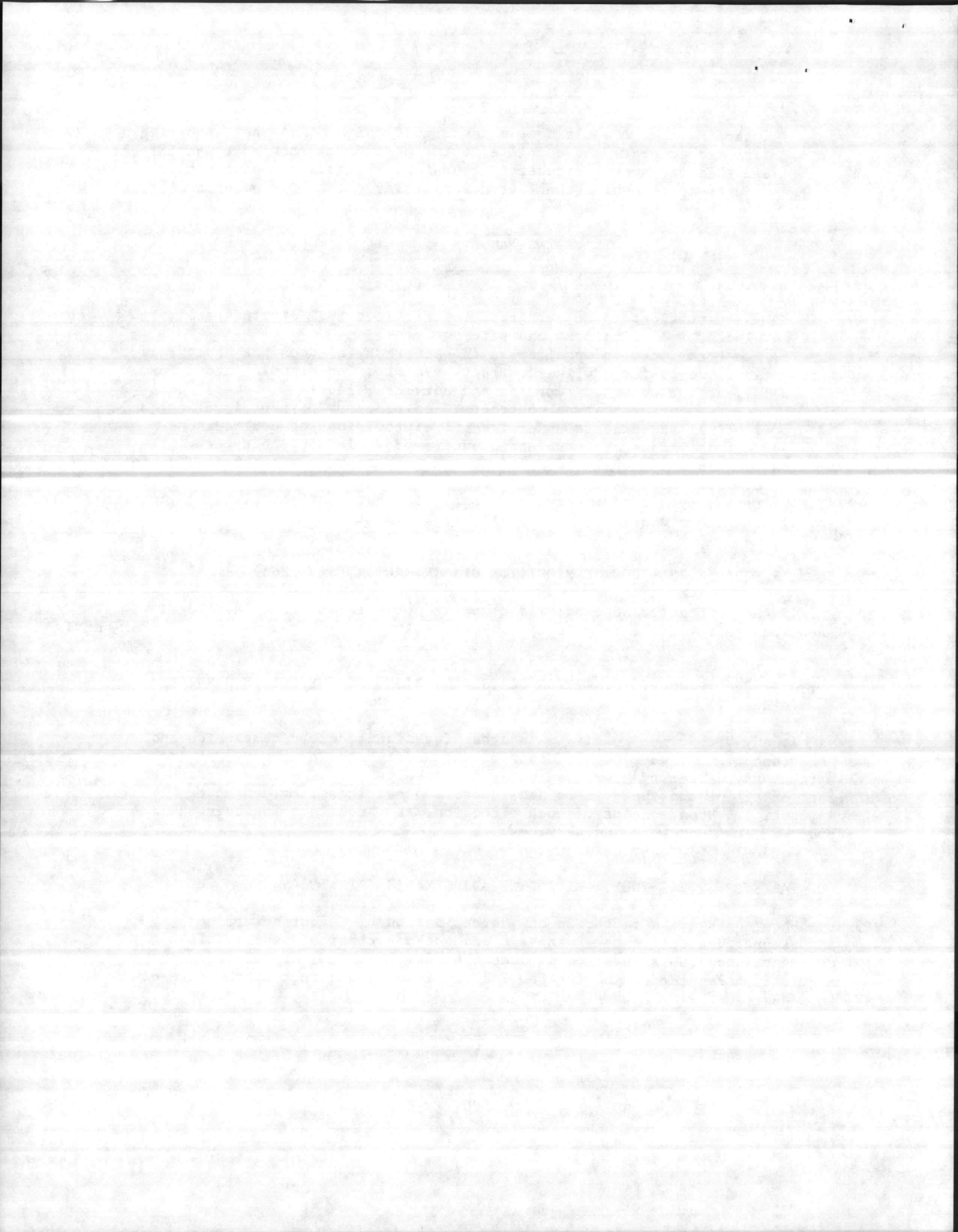
If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

59. FAR SUPP 52.236-7018, OPTION FOR SUPERVISION AND INSPECTION SERVICES (APR 1972)

At any time prior to six (6) months after satisfactory completion and acceptance of the work to be furnished hereunder, the Government, at its option, may direct by a written order the Architect-Engineer to perform any part or all of the supervision and inspection services provided under Appendix A. Upon receipt of such direction, the Architect-Engineer shall proceed with such work and services.

60. FAR SUPP 52.243-7001, PRICING OF ADJUSTMENTS (APR 1984)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and the DoD FAR Supplement in effect on the date of this contract.



61. ACCIDENT PREVENTION (APR 1985)

(a) In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual" as amended, and will also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose.

(b) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(c) The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

(d) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(e) Prior to commencement of the work, the Contractor may be required to:

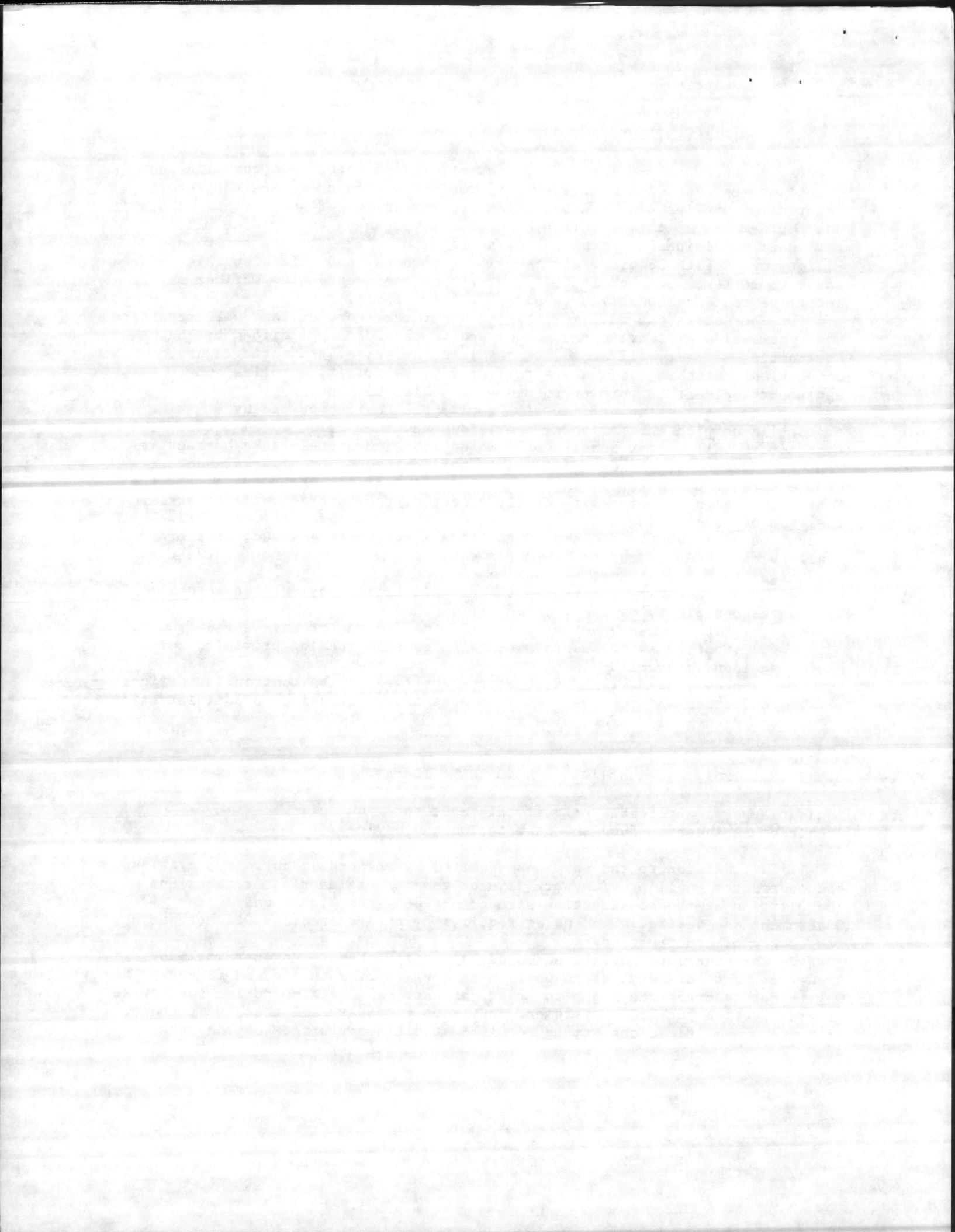
- (1) submit in writing his proposals for effectuating provision for accident prevention;
- (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

62. P-68 52.257, A-E CONTRACTS FOR CONSULTATION AND ADVICE

(This clause is applicable only if this contract requires the Architect-Engineer to furnish consultation and advice.)

(1) In addition to the services required by any other contract provisions, the contractor shall provide work-days of general engineering services and consultation at the construction site or at such other locations as the Government may desire, when and as required by the Contracting Officer during the course of construction.

(2) The contract shall be adjusted by a stipulated amount per work-day whenever the total services actually used deviate from the agreed figure. The Government reserves the right to order the services any time during the course of construction that the Government considers necessary and that A-E personnel of varying qualifications may be required at different stages of the work.



63. GENERAL PARAGRAPHS

1. TECHNICAL ADEQUACY: Approval by the Officer in Charge of drawings, designs, specifications, and other incidental architectural-engineering work or materials furnished hereunder shall not in any way relieve the Architect-Engineer of responsibility for the technical adequacy of the work.

2. GOVERNMENT REPRESENTATIVES: The work will be under the general direction of the Contracting Officer, the Commander, Naval Facilities Engineering Command, who shall designate an officer of the Civil Engineer Corps, United States Navy, or other officer or representative of the Government as "Officer in Charge". Except in connection with the Disputes Clause, the Officer in Charge shall be the authorized representative of the Contracting Officer and, under the direction of the Contracting Officer, have complete charge of the work. The Officer in Charge shall exercise full supervision over the work so far as it affects the interest of the Government. For the purposes of the Disputes Clause, the Contracting Officer shall mean the Commander, Naval Facilities Engineering Command, the Acting Commander, their successors, or their representatives specially designated for this purpose.

3. GENERAL STATEMENT OF ARCHITECT-ENGINEER SERVICES (NAVFAC)(SEP 88): As may be necessary to accomplish the work described in this contract, the contractor shall prepare and furnish to the Government, complete and ready for use, all necessary studies, preliminary sketches, estimates, working records, and other drawings (including large scale details as required), and specifications; shall check shop drawings furnished by the construction contractor; shall furnish consultation and advice as requested by the Government during the construction (but not including the supervision of the construction work); and shall furnish all other architectural and engineering services, including those specified hereinafter and required in connection with the accomplishment of Naval public works and/or utilities projects. Without limiting the foregoing, it is further specifically agreed that:

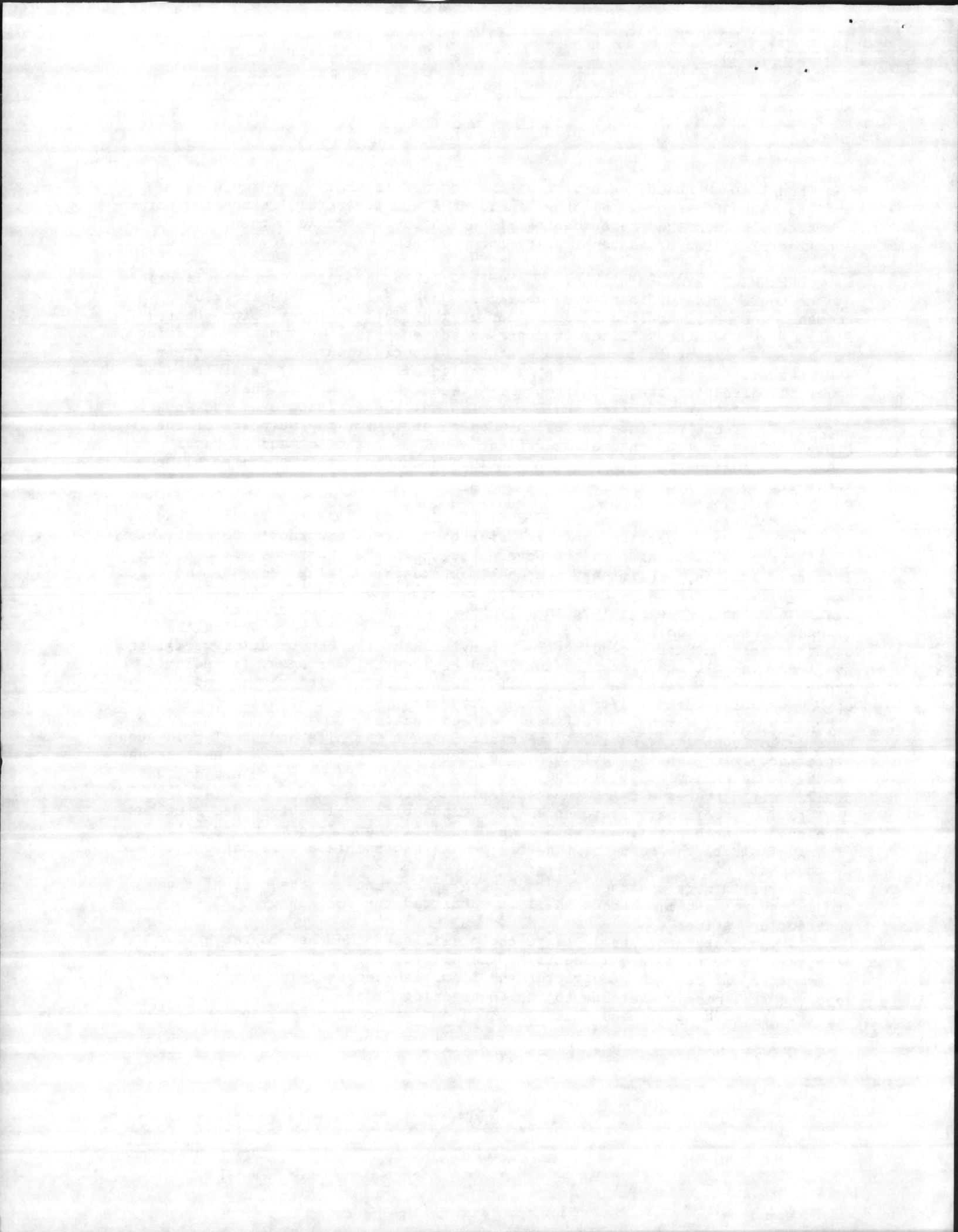
(a) The contractor shall, if necessary, visit the site and shall hold such conferences with representatives of the Government and take such other action as may be necessary to obtain the data upon which to develop the design and preliminary sketches showing the contemplated project.

(b) The preliminary sketches shall include plans, elevations and sections developed in such detail and with such descriptive specifications as will clearly indicate the scope of the work and make possible a reasonable estimate of the cost.

(c) Preliminary sketches together with an estimate of the cost of the project shown on the sketches shall be submitted for the approval of the Contracting Officer.

(d) The contractor shall change the preliminary sketches to the extent necessary to meet the requirements of the Government. After approval by the Contracting Officer, the Contractor shall furnish necessary prints of the approved preliminary sketches to the Contracting Officer.

(e) After the preliminary sketches and estimates have been approved, the



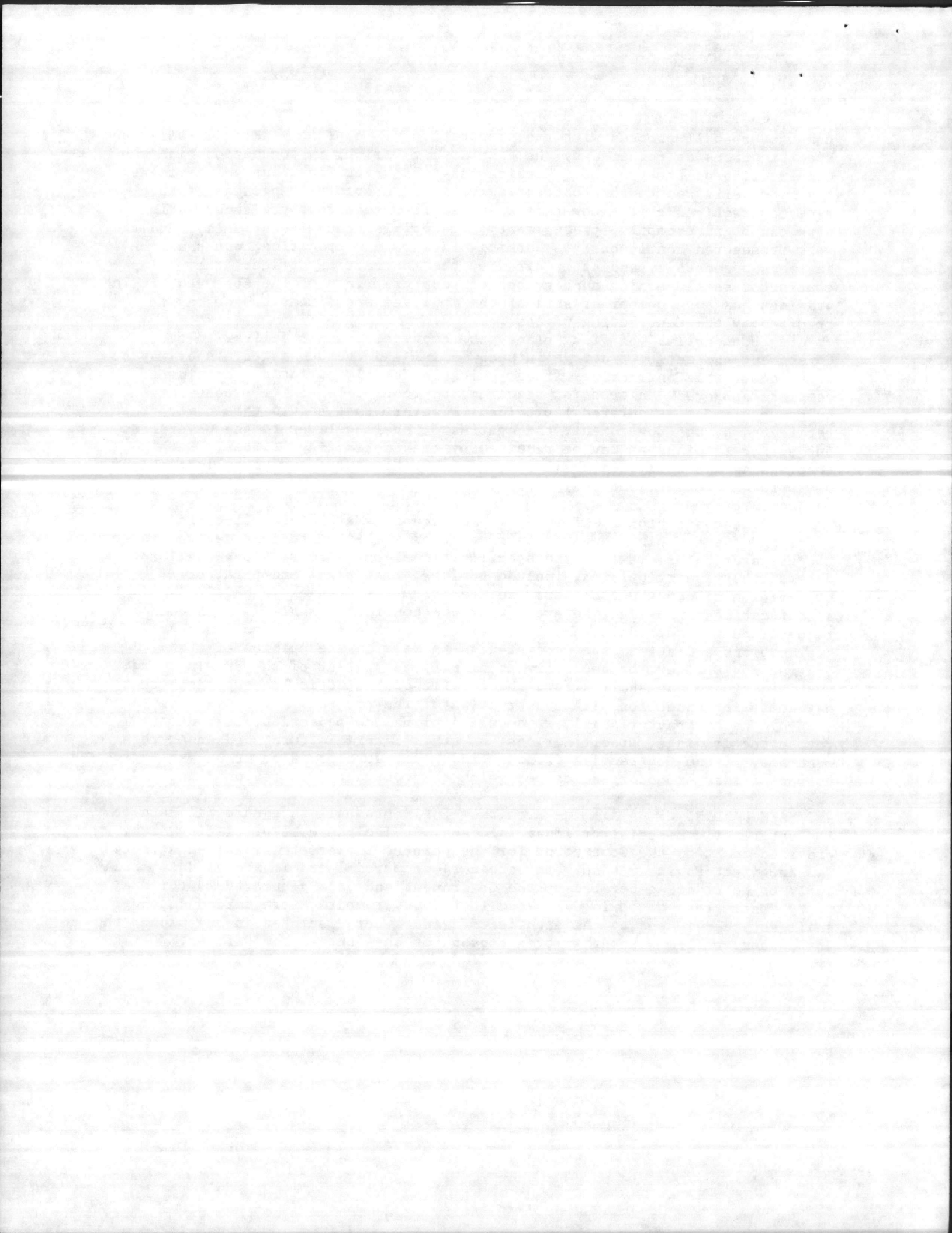
contractor shall proceed with the preparation of complete working drawings and specifications as required by the Contracting Officer in connection with the construction of the project. Working drawings, specifications and estimates shall be delivered to the Contracting Officer in such sequence and at such times as required by the Government and as to ensure that the construction work can begin promptly, procurement of materials made without delay, and the work prosecuted continuously. Working drawings and specifications shall be revised as necessary and as required by the Contracting Officer, the contractor shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications as may be required by the Contracting Officer.

(f) Upon arrival of final plans, the contractor shall deliver to the Government one set of tracings in such medium and on such materials as may be required by the Contracting Officer suitable for blue-printing, showing complete approved construction requirements (not of "as-built" construction, unless otherwise stipulated); provided, however, that should this contract be terminated by the Government, the contractor shall deliver to the Government one set of tracings as may be required by the Contracting Officer. Such tracings as are delivered shall be signed by the Government as an indication of approval thereof, and shall become and remain the property of the Government.

(g) The contractor shall perform all necessary architectural-engineering services of every kind required in connection with the studies, designs and the preparation of drawings and specifications, but said services shall not, unless otherwise stipulated, include borings, test piles and pits, or supervision of construction work executed from the drawings and specifications; provided, however, that the contractor shall furnish upon request and without additional compensation, such amplifications and explanations and attend such conferences as may, in the opinion of the Contracting Officer, be necessary to clarify the intent of the drawings and specifications, and shall afford the benefit of his advice on questions that may arise in connection with construction of the project.

(h) The contractor shall, without additional compensation, correct or revise the drawings, specifications, or other materials furnished under this contract, if the Contracting Officer finds that such revision is necessary to correct errors or deficiencies for which the contractor is responsible.

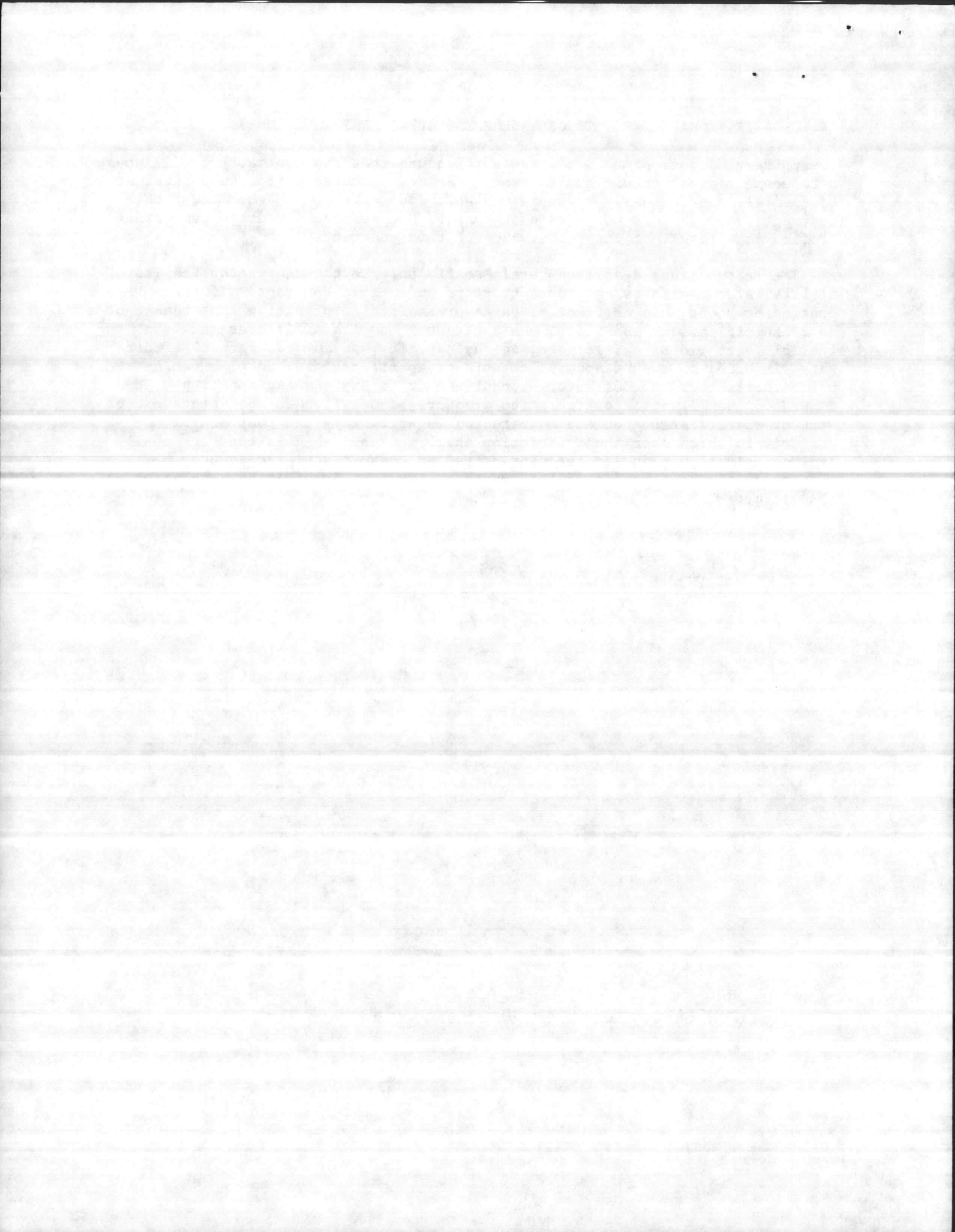
4. SAFEGUARDING OF DATA: The Architect-Engineer shall safeguard all data in the nature of commercial or financial data, to include cost or pricing data, provided to it by the Government for the purpose of performing this contract. The Architect-Engineer's duty to safeguard commercial and financial data shall apply to both data generated by the Government and data generated by third party contractors which is delivered to the Government. Safeguarded data shall not be released by the Architect-Engineer nor disclosed in any manner to any person or firm without written consent of the Contracting Officer.



64. ORGANIZATIONAL CONFLICTS OF INTEREST (NAVFAC DRAFT JUL 1989)

The primary purpose of this clause is to ensure that the contractor: (1) does not become biased because of its past, present, or currently planned interest (financial, contractual, or otherwise) which pertains to the work under this contract, and (2) does not obtain any unfair competitive advantage over other bidders as a result of its performance of this contract.

(a) The restrictions described herein shall apply to the contractor and its affiliates, consultants and subcontractors under this contract. If the contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractors' or consultants' agreements concerning the performance of this contract (Federal Acquisition Regulation (FAR), Part 9, Section 5).



65. FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (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:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) 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.

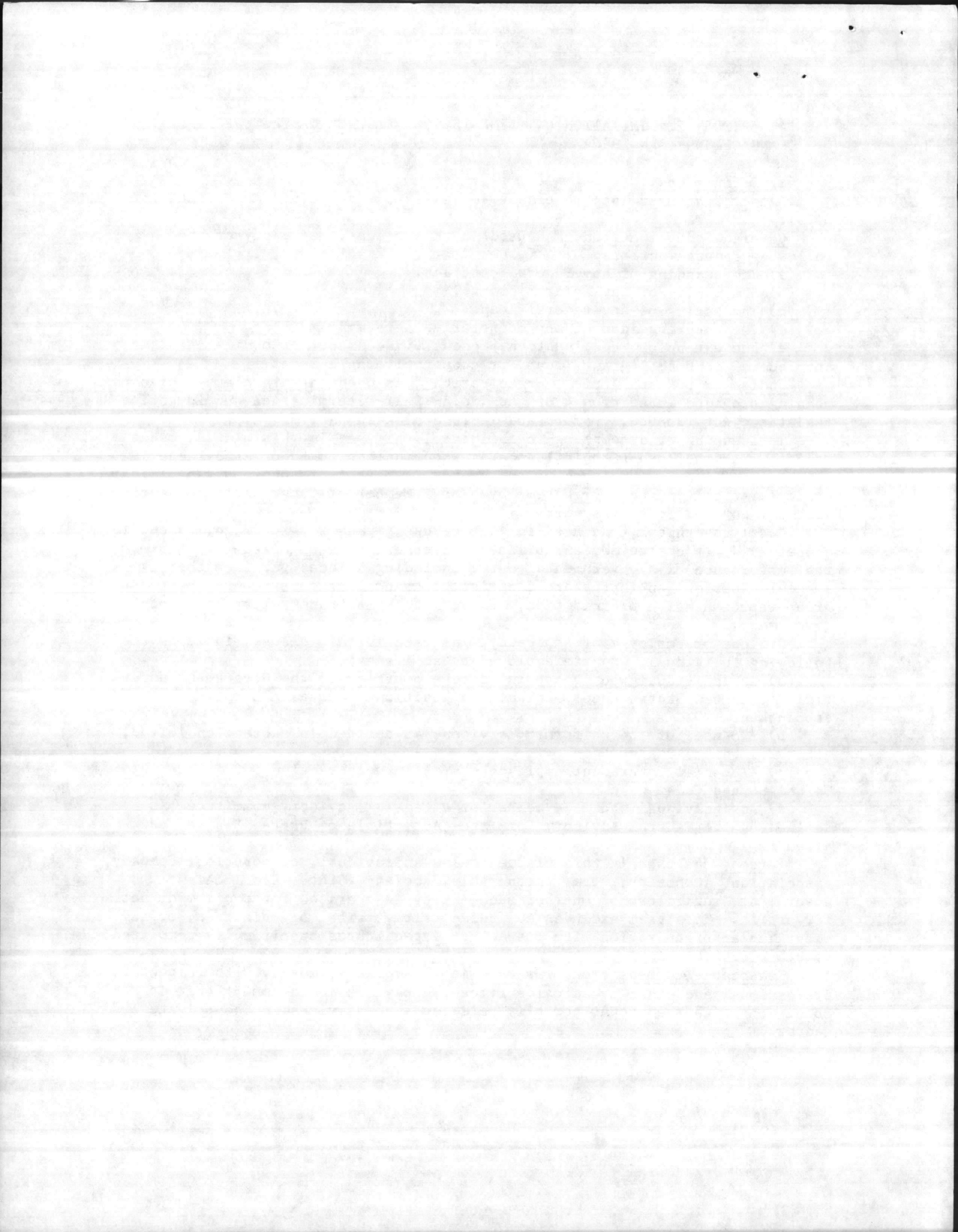
"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a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

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) 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 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 1 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 1 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 of influencing or attempting to influence 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 required 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.

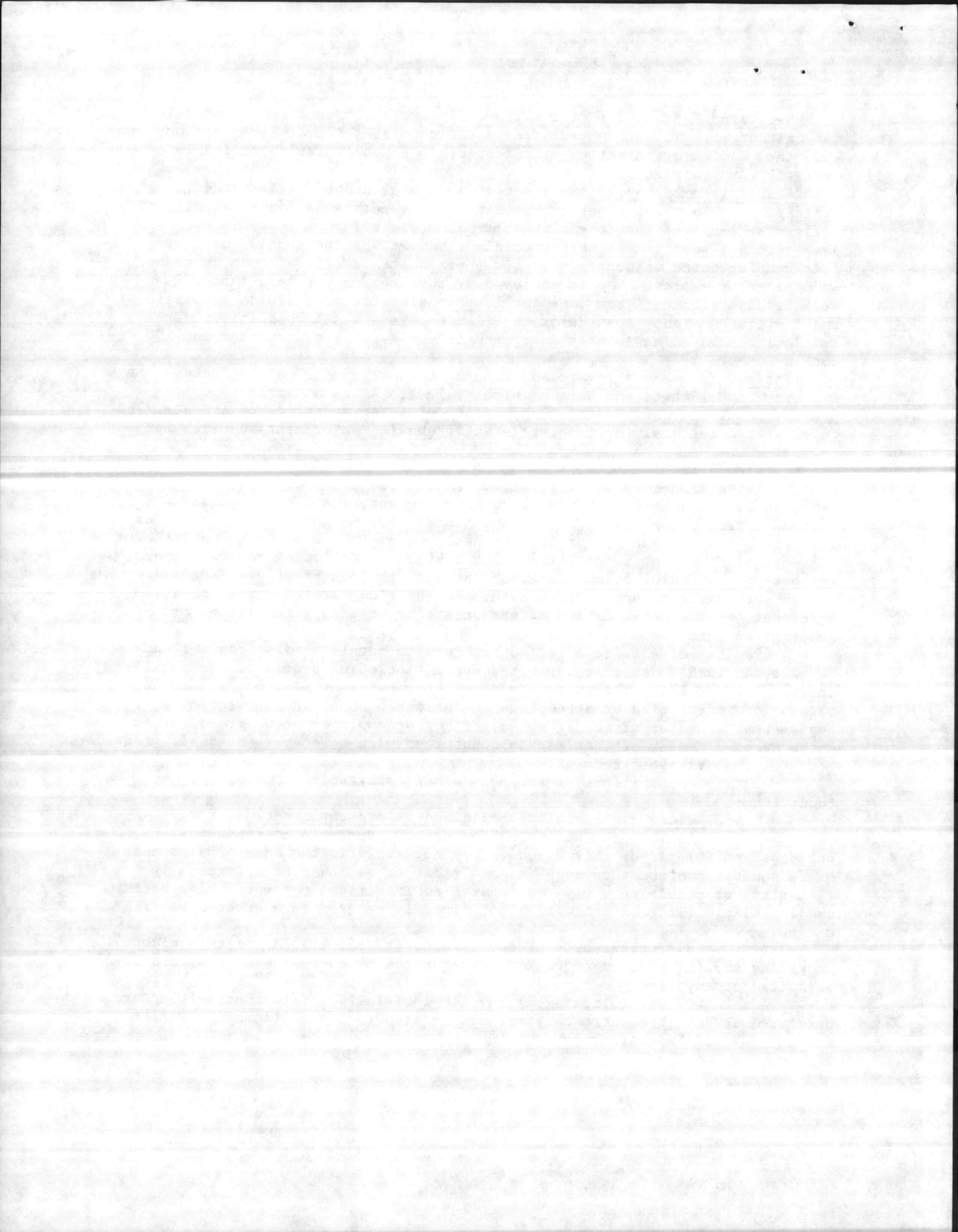
(3) The prohibitions of the Act do not apply under the following conditions:

(1) 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) (1) (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 discussion 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.

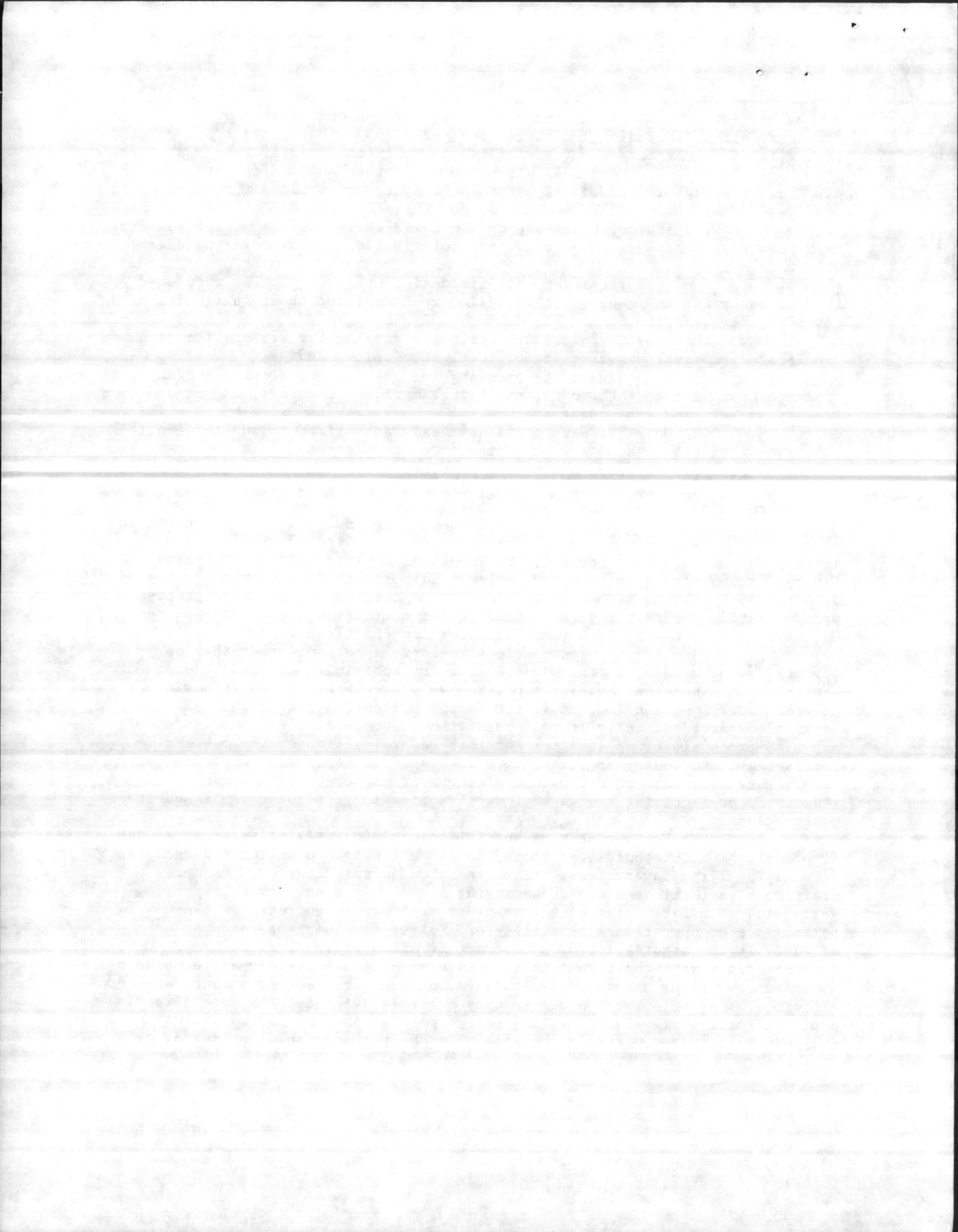
(ii) Professional and technical services.

(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 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

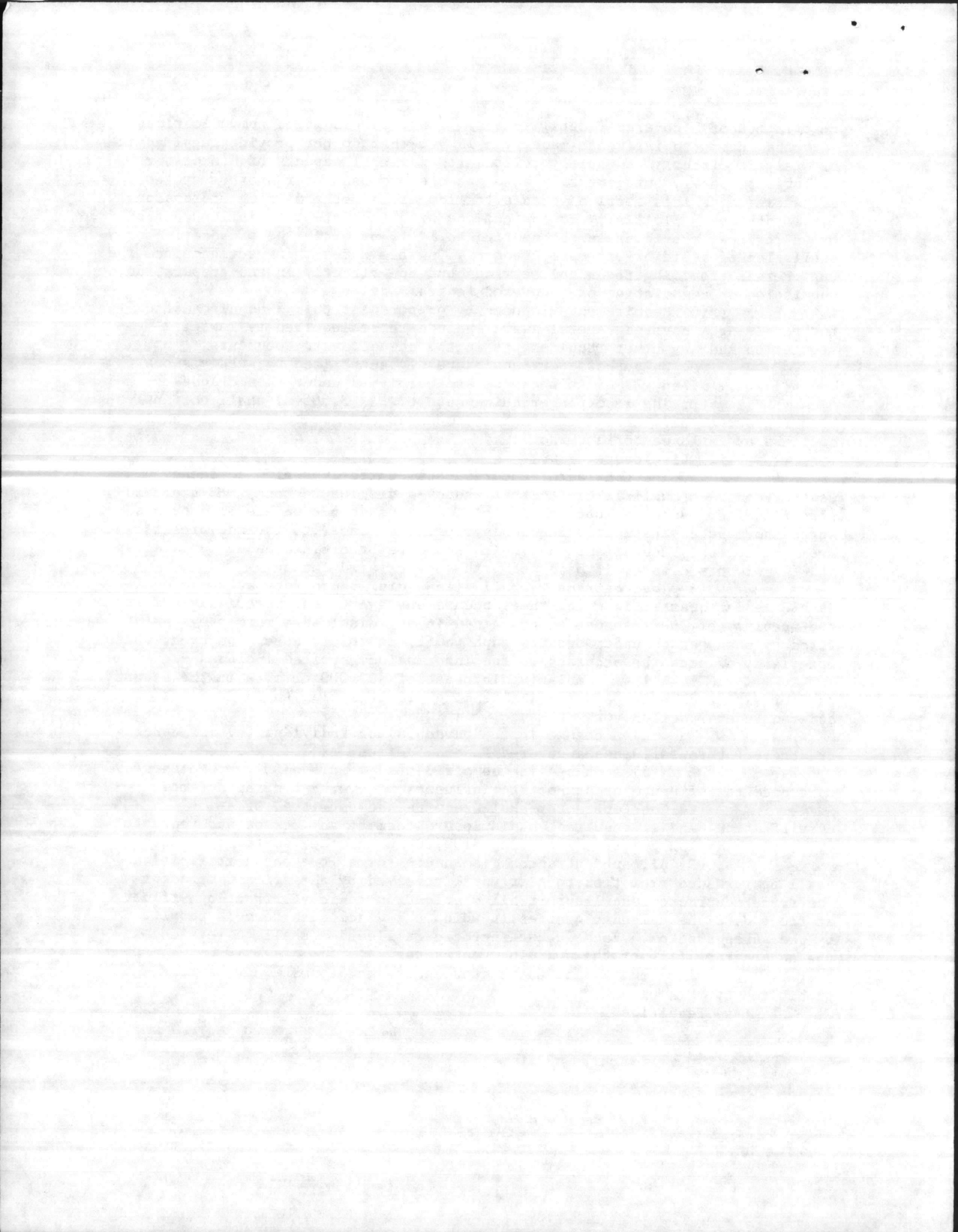
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(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 unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

