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|--|--|---|---|-------------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING DO-A7 | PAGE OF PAGES 1 25 |
| 2. CONTRACT (Ident.) NO. 88-A40820-000 | | 3. EFFECTIVE DATE 17 Feb 1988 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. | |

| | | | | |
|--|------|---|------|-------------|
| 5. ISSUED BY Arlington, VA | CODE | 6. ADMINISTERED BY (if other than Item 5) | CODE | STAT |
|--|------|---|------|-------------|

| | |
|---|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) 99007 - National Academy of Public Administration Foundation 1120 G Street, N.W. Suite 540 Washington, D.C. 20005 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
| | 9. DISCOUNT FOR PROMPT PAYMENT STAT Net 30 Days |

| | |
|--|-------------------|
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | ITEM 12 |
|--|-------------------|

| | | | |
|--|------|--|------|
| 11. SHIP TO/MARK FOR S-E-E B-E-L-O-W | CODE | 12. PAYMENT WILL BE MADE BY Office of Finance Contract Claims Branch Arlington, VA | CODE |
|--|------|--|------|

| | |
|--|---------------------------------------|
| 13. <input type="checkbox"/> 10 USC 2304(a) () <input type="checkbox"/> 41 USC 253(c) () | 14. ACCOUNTING AND APPROPRIATION DATA |
|--|---------------------------------------|

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|------------------------|---------------|-----------|-----------------|-------------|
| | SEE PAGE 2 | | | | |

15G. TOTAL AMOUNT OF CONTRACT ▶ \$ 500,000.00

| (✓) SEC. | DESCRIPTION | PAGE(S) | (✓) SEC. | DESCRIPTION | PAGE(S) | | |
|-----------------------|-------------|---------------------------------------|----------------------------|--|--|---------------------|------|
| PART I - THE SCHEDULE | | | PART II - CONTRACT CLAUSES | | | | |
| x | A | SOLICITATION/CONTRACT FORM | 2 | x | I | CONTRACT CLAUSES | 1-10 |
| x | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2-4 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| x | C | DESCRIPTION/SPECS./WORK STATEMENT | 5 | x | J | LIST OF ATTACHMENTS | 1 |
| x | D | PACKAGING AND MARKING | 5 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|---|---|
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>two (2)</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
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|---|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) Ray Kline, President National Academy of Public Administration Foundation | 20A. NAME OF CONTRACTING OFFICER |
| 19B. NAME OF CONTRACTOR Ray Kline (Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA |
| 19C. DATE SIGNED 2/25/88 | 20C. DATE SIGNED [Signature] |

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If you have any questions concerning this acton, please contact
the Administrative Contracting Officer.

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PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

A-1. 52.216-708 Type of Contract and Consideration (CPFF-LOET) (APR 1984)

This is a Cost Plus Fixed Fee (CPFF) Level of Effort Term type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below:

Estimated Costs:
Fixed Fee:
Total CPFF:

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 52.204-712 Scope of Contract (Cost Reimbursement/Level of Effort (Term) without Task Orders) (APR 1984) (MODIFIED)

The Contractor shall:

A. On a Level of Effort basis, provide a Personnel Study of the Intelligence Community program consisting of not less than 895 nor more than 895 man/person days of effort and expend his best efforts towards accomplishing assigned tasks in the performance of a study reviewing the Intelligence Community's personnel management and compensation systems in support of the Intelligence Authorization Act for Fiscal Year 1988 (Title VII, Section 701), in accordance with the Section C Statement of Work (SOW), dated 29 January 1988, the Contractor's Technical Proposal, dated 3 February 1988, as revised 12 February 1988, and all applicable Specifications, Application Standards and/or Requirements documents. For the purposes of this contract, one man/person day shall consist of eight (8) direct, straight time hours expended by an individual assigned to and working under this contract.

B. In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the

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tasks assigned under this Contract. The estimated composition of the total man/person hours required under this Contract is as follows:

| <u>LABOR CATEGORY</u> | <u>DIRECT LABOR DAYS</u> | <u>DAILY RATE</u> |
|----------------------------------|--------------------------|-------------------|
| Sr. Res. Assoc./Project Dir. | 125 Days | |
| Sr. Res. Assoc./Deputy Pro. Dir. | 180 Days | |
| Research Associates | 150 Days | |
| Research Associate | 140 Days | |
| Admin. Ass't. | 150 Days | |
| Project Secretary | 150 Days | |

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C. Conduct and/or participate in Progress Review Meetings, as required by the COTR, in order to review task performance and completion.

D. Prepare and submit monthly 11 copies of the following documentation:

(1) Contract Status Reports.

(2) Graphic presentation of actual labor hours expended versus planned hours on both a monthly and cumulative basis.

(3) Cost Expenditure Reports.

E. The Contractor shall continually evaluate the total level of effort required and recommend, to the Government, changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of man-days of effort, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total man-days of effort is predicted.

F. It is understood and agreed that the rate of man-days during the period of performance may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total man-days of effort before the expiration of the term of the contract. Further and when deemed necessary by the Contractor, the days of effort in any classification shown in paragraph B, above, may be used in any other direct labor classifications.

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G. It is further agreed that the Contractor may submit written requests for acceleration of the average daily rate of effort that will result in the utilization of the total man-days set forth above prior to the expiration date of this contract. If such request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by Supplemental Agreement to this contract.

H. On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor days actually expended in the performance of this contract. In the event and to the extent that days of expenditure of direct labor days are accepted under the provision entitled "Reimbursement of Costs", they shall be credited against the days of the Contractor's obligations as set forth herein.

I. The Fixed Fee for performance under this contract is predicated upon the contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum effort is not provided as specified, the fee will be adjusted accordingly.

J. Reductions in either the minimum and/or maximum quantity of man-days or in the Period of Performance of this contract may be made in accordance with the procedures established by the clause of this contract entitled "Changes".

K. In the event the Government desires an additional level of effort in excess of the maximum man-days specified prior to contract completion, the parties shall negotiate to make equitable adjustment of the amount of Fixed Fee payable hereunder.

L. There is an amount of set-aside included in the total amount of this contract to be used in general support, i.e., labor and other direct costs, when specifically identified and approved by the Contracting Officer. This amount was arrived at as follows:

Survey/Research Assistance
Overhead 86%
Academy Fee 6%
Total

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SECTION C - STATEMENT OF WORK

*** SEE SECTION J - LIST OF ATTACHMENTS ***

SECTION D - PACKING AND MARKING

*** NOT APPLICABLE TO THIS CONTRACT ***

SECTION E - INSPECTION AND ACCEPTANCE

- E-1. 52.246-704 Inspection and Acceptance (Cost Reimbursement
Supplies/Services) (APR 1984)

The following clause(s) is/are incorporated as a part of this solicitation or contract by reference with the same force and effect as though herein set forth in full text:

- (X) 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

- E-2. 52.246-709 Inspection and Acceptance at Destination (APR 1984)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by the duly authorized Contracting Officer's Technical Representative (COTR).

SECTION F - DELIVERIES OR PERFORMANCE

- F-1. 52.252-2 Clauses Incorporated By Reference (APR 1984)

(A) This contract incorporates the following clauses by reference, with the same full force and effect as if they were given full text. Upon request the Contracting Officer will make this text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- F-2. 52.212-13 Stop Work Order (APR 1984)
F-3. 52.247-34 F.o.b. Destination (APR 1984)
F-4. Period of Performance

The period of performance of this contract shall be from 17 February 1988 to 30 January 1989.

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F-5. 52.212-700 Personal Delivery (APR 1984)

In the event any item under this contract is personally delivered to the COTR, the Contractor shall obtain a signed receipt in duplicate from the COTR. One copy of the receipt shall be attached to the Contractor's invoice submitted for payment for such item(s). Failure to do so will result in delayed payment as the Disbursing Officer is prohibited from making payment without evidence of delivery.

F-6. 52.212-701 Late Delivery (APR 1984)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that his data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule for any rights or remedies provided by law or under this contract.

F-7. 52.245-700 Government Furnished Property (Schedule) (APR 1984)
(Modified)

A. Under the contract clause entitled "Government Property", the Government shall deliver to the Contractor the following property for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer:

| ITEM NO. | DESCRIPTION | QTY. | ESTIMATED VALUE | DELIVERY DATE(S) |
|----------|-----------------------------------|------|-----------------|------------------|
| 1. | Office Space up to 1,000 Sq.Ft. | ALL | \$ N/A | At Award |
| 2. | Local Telephone service | ALL | \$ N/A | At Award |
| 3. | Office Supplies & Furniture | All | \$ N/A | At Award |
| 4. | Janitorial Services | All | \$ N/A | At Award |
| 5. | Facilities Security & Maintenance | ALL | \$ N/A | At Award |
| 6. | Municipal Utilities & Electricity | All | \$ N/A | At Award |
| 7. | Secure Storage for Materials | All | \$ N/A | At Award |

NOTE: All Government Furnished Property is furnished at facilities located in Northern Virginia.

B. The contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The

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Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

C. Liability: As limited by the Section I Contract Clause governing Government property, the Contractor will be liable for the loss, destruction or impairment of the usefulness of the Government property and facilities provided under this contract..

D. Inventory Accounting: On 30 September of each calendar year or within 30 days after completion or termination of this contract, whichever occurs first, the Contractor shall provide an accounting of all Government Property which has come into its possession or custody under this contract. In fulfillment of the requirements of the above reference clause, reporting of Government Property inventory shall be submitted in Standard Form 1400 - Series documents or other such Contractor documents as may be approved for use by the Contracting Officer.

E. All inquiries with regard to the above property should be directed to the Contracting Officer.

F-8. 52.212-712 Time of Delivery (Modified)

The Government requires delivery of the items specified in the statement of work as deliverables according to the schedule set forth under the statement of work.

F-9. 52.212-713 Place of Performance (Modified)

All work performed under this contract shall be at Government facilities located in the Northern Virginia area.

F-10. Contract Status Report

Monthly contract status reports shall be submitted to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report and shall include, among other things, the percentage of total performance of the contract completed and the percentage of total estimated or target cost expended as of the end of that month. Such report shall be in the format of Attachment 1 to the contract. When this report indicates a deviation of 15 percent or more from the Contractor's original projection of either monthly expenditures or performance goals, the contractor shall recite reasons therefore. Failure to submit this report will result in delay in payment of invoices.

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1. 52.242-701 Authority and Designation of a Contracting Officer's
Technical Representative (COTR) (B) (APR 1984)

A. Authority. Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field of discipline matters, directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost Reimbursement), schedule and technical requirements of the contract.

B. Designation. The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an Administrative Change to the Contract:

| <u>Name</u> | <u>Telephone No.</u> |
|-------------|----------------------|
| | |

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C. Notification. The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to contracts. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at his own risk.

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G-2. 52.232-700 Payment and Invoicing Instructions (A) (APR 1984)

Invoices shall be mailed to the following payments office:

Chief, Commercial Claims Branch

[redacted]
Arlington, VA [redacted]

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Payment will be made by the Government not later than 30 days from the date a proper invoice is received by the above payments office. A proper invoice must include:

- a. Contractor's name and invoice date
- b. Contract number
- c. Itemized cost elements and fee (for cost reimbursable contracts)

OR

Itemized labor categories and material costs (for T&M contracts).

- d. Name, title, phone number, and complete mailing address of responsible office to whom payment is to be made.

Notice of an apparent error, defect, or impropriety in an invoice shall be given to the contractor within 15 days of receipt of the invoice by the payment office. Inquiries regarding invoices can be made to Chief, Commercial Claims Branch on [redacted]

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G-3. 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

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 52.216-7 Allowable Cost and Payment (APR 1984)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this Contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs.

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

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

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

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

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the

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Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

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

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

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

(h) Final payment.

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

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

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

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

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

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

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

H-2. 52.216-8 Fixed Fee (APR 1984)

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

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

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H-3. 52.222-2 Payment for Overtime Premiums (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00. In addition to this dollar ceiling, overtime is permitted only for work -

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

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

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

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

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

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

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

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

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

H-4. 52.232-9 Limitation on Withholding of Payments (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

H-5. 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.

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(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.

H-6. 52.232-20 Limitation of Cost (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will neither greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the

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estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

H-7. 52.217-9 Option to Extend the Term of the Contract - Services (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 1989.

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H-8. 52.237-3 Continuity of Services (APR 1984)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

H-9. 52.204-715 Full Contract Funding Allotment and Obligation (APR 1984)

In total support of the Government's obligation to reimburse the Contractor for the delivery of supplies and/or the performance of services or efforts as herein contracted, funding in the total amount of has been appropriated/allotted and is hereby made available for reimbursement(s) under the terms and conditions therefor. Except as may be specifically required by other provisions of this contract, the Government is not obligated to reimburse the Contractor for costs incurred and the Contractor is not obligated to continue performance under this contract or otherwise incur costs, in excess of the estimated or Target Cost specified elsewhere in this Schedule, unless and until the

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Contracting Officer notifies the Contractor in writing that the current allotment/obligation has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract. Such notification shall be provided in the form of an Amendment to this contract.

H-10. 52.204-721 Reimbursement of Costs (Full Funding) (APR 1984)

(i) Allowable costs constitute those costs incurred by the Contractor in the performance of this contract which are accepted by the Contracting Officer or his duly authorized representative as chargeable hereto in accordance with the General Provision entitled "Allowable Costs and Payment" (FAR 52.216-7), as limited by the General Provision entitled "Limitation of Cost" (FAR 52.232-20).

(ii) Travel shall be reimbursed at cost. Subsistence shall be reimbursed at cost or on a per diem basis consistent with the Contractor's standard policy for the labor category concerned, provided such expense is chargeable directly to this contract in accordance with the Contractor's established method of distributing such expense.

(iii) Upon determination of the allowable costs, actual overhead and general and administrative expense costs applicable to this contract, any payment that has been made to the Contractor shall be adjusted to reflect such actual costs.

(iv) The total travel requirements of this contract shall not exceed the amount of unless and until the Contracting Officer notifies the Contractor in writing that such limitation has been increased and specified an increased amount, which shall then constitute the total limitation for travel requirements.

(v) Overtime Premiums as authorized under this contract shall not exceed the amount of \$0.00, unless and until the Contracting Officer notifies the Contractor in writing that such limitation has been increased and specifies an increased amount, which shall then constitute the total authorization applicable to the General Provision entitled "Payment of Overtime Premiums" (FAR 52.222-2).

(vi) It is understood and agreed that Facilities Capital Cost of Money (FCCM), as identified under FAR 31.205-10 and Cost Accounting Standard (CAS) 414, shall not be an allowable/chargeable cost under this contract and, as a result, is hereby waived pursuant to FAR 52.215-31 entitled "Waiver of Facilities Capital Cost of Money" which is incorporated as a part of this contract by reference.

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H-11. 52.232-23 Assignment of Claims (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as the "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.

H-12. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)

(a) Notwithstanding any other clause of this contract-

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

H-13. 52.243-7 Notification of Changes (APR 1984)

(a) Definitions. "Contracting Officer", as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)", as used in this clause, means any person the Contracting Officer has so

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designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii)

To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed

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by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or

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excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

H-14. - DAR SUPP 52.227-7030 Technical Data - Withholding of Payment (JUL 1976)

(a) If "Technical Data" (as defined in the clause of this contract entitled "Rights in Technical Data and Computer Software"), or any part thereof, specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) After payments total ninety percent (90%) of the total contract price or amount and if all technical data specified to be delivered under this contract has not been accepted, the Contracting Officer may, withhold from further payment such sum as he considers appropriate, not exceeding ten percent (10%) of the total contract price or amount unless a lesser withholding limit is specified in the contract.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

H-15. Security Requirements

The building wherein all work hereunder will be performed is under strict security control. The Contractor agrees on behalf of himself and all subcontractors that he will assign only U.S. citizens to perform stated efforts. All persons granted access to the Government's building shall be subject to espionage laws and other Federal laws relating to improper disclosure of classified information.

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H-16. Security Restrictions

The association of the Sponsor with the work being performed hereunder is UNCLASSIFIED. Work, reports, and/or hardware under this contract classified SECRET and up to TOP SECRET SI/TK are authorized to be produced or developed hereunder. The Contractor shall not store any classified materials at his facility.

H-17. Personal Conduct

The Contractor and his employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the Government to be contrary to the public interest. Exclusion under such circumstances will not relieve the Contractor from full performance within the cost/price and schedule requirements of this agreement, nor will it provide the basis for any future claims against the Government.

H-18. Contractor Personnel Supervision

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under his control as far as the contractual relationship is concerned. In order to ensure that the services as defined in the Statement of Work are satisfactorily performed, the Contracting Officer, or his designee, shall issue directions and requirements concerning the work to be performed only to the designated supervisory personnel of the Contractor who shall, in turn, be responsible to ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or his designee.

H-19. Foreign Ownership, Control, or Influence:

The Contractor is advised that it is the Government's intent to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on Government security requirements. Accordingly, all firms initiating performance of a contract are required to submit a DOD Form 441s (Certificate Pertaining to Foreign Interests) prior to contract performance. DOD Form 441s entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities. Notwithstanding the limitation on contracting with a

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vendor under FOCI identified above, the Government reserves the right to contract with such firms under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

H-20. Key Personnel

The Contractor shall assign the following appropriate personnel with Sponsor TOP SECRET INDUSTRIAL SECURITY STAFF APPROVAL, SI/TK clearances to be available to commence work under this contract:

| <u>Name</u> | <u>Title</u> |
|---------------------|--------------------------------|
| <u>Don Wortman</u> | <u>Project Director</u> |
| <u>Frank Yaeger</u> | <u>Deputy Project Director</u> |

The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification, in writing, of at least forty-five (45) calendar days to the Contracting Officer and shall submit justification (including proposed substitutes) in sufficient detail to permit evaluation of the impact on the program. Along with the written notification and proposed substitutes, the Contractor shall submit a full resume of the proposed replacement personnel. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer; provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

Staff stability is a key requirement of the Government for an SI contractor. The Government will require key man agreements with respect to the project manager and all key personnel as stated above.

H-24 Conflict of Interest

The Contractor understands the Sponsor will not consider it, its successors or assigns (hereinafter referred to as the "Contractor"), as a source of supply for any hardware software or components directly related to work under this contract. The Contractor will not be solicited for proposals for such systems or software or components thereof or such training requirements. The Contractor agrees that it will not offer to sell to the Sponsor either as a prime contractor or as a subcontractor, any hardware, software or components thereof. This agreement by the Contractor not to offer to

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sell is extended to training requirements developed hereunder for such hardware, software or components.

In the event the Contractor should receive a solicitation for any hardware, software, or components thereof, it will return such solicitation to the soliciting activity with an explanation of its failure to bid citing this clause of this contract. The effective period of the above restrictions is from the effective date of this contract through 30 September 1990.

The prohibitions imposed by the above two paragraphs may be waived by the Government.

The Contractor further understands that if the work to be performed under this contract requires access to proprietary data of other companies, the Contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies to protect such data from unauthorized use or disclosure so long as it remains proprietary. Further, the Contractor agrees that it will not utilize the data obtained from such other companies in performing additional studies for the Sponsor.

The Contractor further agrees that no employee of the Contractor will be permitted to perform any work under this contract if they, their spouse or minor child or any member of their household have any direct or indirect financial interest in any company offering to sell hardware, software or components directly related to work under this contract.

H-25. 52.252-2 Clauses Incorporated by Reference (APR 1984)

(A) This contract incorporates the following clauses by reference, with the same full force and effect as if they were given full text. Upon request, the Contracting Officer will make this text available.

| <u>Clause No.</u> | <u>Title</u> |
|-------------------|---|
| 52.244-2 | <u>Subcontract Under Cost-Reimbursement and Letter Contracts (APR 1984)</u> |

PART II, CONTRACT CLAUSES

SECTION I, COST REIMBURSEMENT SERVICE CLAUSES

The clauses set forth herein are applicable to this contract if checked.

| CLAUSE NUMBER | CLAUSE TITLE AND DATE |
|--------------------|--|
| 1. A. FAR 52.252-2 | Clauses Incorporated by Reference (APR 1984) |

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

I. FEDERAL ACQUISITION REGULATION
(48 CFR CHAPTER 1) CLAUSES

II. DOD FAR SUPPLEMENT (DFARS)
(48 CFR CHAPTER 2) CLAUSES

FEDERAL ACQUISITION REGULATION

| CLAUSE NUMBER | CLAUSE TITLE AND DATE |
|---|---|
| <input checked="" type="checkbox"/> 2. 52.202-1 | Definitions (APR 1984) |
| <input checked="" type="checkbox"/> 3. 52.203-1 | Officials Not to Benefit (APR 1984) |
| <input checked="" type="checkbox"/> 4. 52.203-3 | Gratuities (APR 1984) |
| <input checked="" type="checkbox"/> 5. 52.203-5 | Covenant Against Contingent Fees (APR 1984) |
| <input type="checkbox"/> 6. 52.210-5 | New Material (APR 1984) |
| <input type="checkbox"/> 7. 52.210-7 | Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984) |
| <input checked="" type="checkbox"/> 8. 52.212-8 | Priorities, Allocations and Allotments (APR 1984) |
| <input checked="" type="checkbox"/> 9. 52.215-2 | Audit—Negotiation (APR 1984) |
| <input checked="" type="checkbox"/> 10. 52.215-22 | Price Reduction for Defective Cost or Pricing Data (APR 1984) |
| <input checked="" type="checkbox"/> 11. 52.215-23 | Price Reduction for Defective Cost or Pricing Data—Modifications (APR 1985) |
| <input checked="" type="checkbox"/> 12. 52.215-24 | Subcontractor Cost or Pricing Data (APR 1985) |
| <input checked="" type="checkbox"/> 13. 52.215-25 | Subcontractor Cost or Pricing Data—Modifications (APR 1985) |
| <input checked="" type="checkbox"/> 14. 52.219-13 | Utilization of Women-Owned Small Businesses (APR 1984) |
| <input checked="" type="checkbox"/> 15. 52.220-3 | Utilization of Labor Surplus Area Concerns (APR 1984) |
| <input type="checkbox"/> 16. 52.220-4 | Labor Surplus Area Subcontracting Program (APR 1984) |
| <input checked="" type="checkbox"/> 17. 52.222-1 | Notice to the Government of Labor Disputes (APR 1984) |
| <input checked="" type="checkbox"/> 18. 52.222-3 | Convict Labor (APR 1984) |
| <input type="checkbox"/> 19. 52.222-28 | Equal Opportunity Preaward Clearance of Subcontracts (APR 1984) |
| <input checked="" type="checkbox"/> 20. 52.222-35 | Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984) |
| <input checked="" type="checkbox"/> 21. 52.222-36 | Affirmative Action for Handicapped Workers (APR 1984) |
| <input type="checkbox"/> 22. 52.223-2 | Clean Air and Water (APR 1984) |
| <input type="checkbox"/> 23. 52.223-3 | Hazardous Material Identification and Material Safety Data (APR 1984) |
| <input type="checkbox"/> 24. 52.224-2 | Privacy Act (APR 1984) |
| <input type="checkbox"/> 25. 52.225-3 | Buy American Act—Supplies (APR 1984) |
| <input type="checkbox"/> 26. 52.225-7 | Balance of Payments Program (APR 1984) |

| CLAUSE NUMBER | CLAUSE TITLE AND DATE |
|---|---|
| <input type="checkbox"/> 27. 52.225-10 | Duty-Free Entry (APR 1984) |
| <input type="checkbox"/> 28. 52.225-11 | Certain Communist Areas (APR 1984) |
| <input checked="" type="checkbox"/> 29. 52.227-1 | Authorization and Consent (APR 1984) |
| <input checked="" type="checkbox"/> 30. 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984) |
| <input checked="" type="checkbox"/> 31. 52.227-3 | Patent Indemnity (APR 1984) |
| <input type="checkbox"/> 31a. 52.227-3 | Patent Indemnity (APR 1984) Alternate I (APR 1984) Patent indemnification shall cover the following items: _____ _____ _____ |
| <input type="checkbox"/> 31b. 52.227-3 | Patent Indemnity (APR 1984) Alternate II (APR 1984) Patent indemnification shall not apply to the following items: _____ _____ _____ |
| <input type="checkbox"/> 32. 52.227-8 | Reporting of Royalties (Foreign) (APR 1984) |
| <input type="checkbox"/> 33. 52.227-10 | Filing of Patent Applications—Classified Subject Matter (APR 1984) |
| <input type="checkbox"/> 34. 52.227-11 | Patent Rights—Retention by the Contractor (Short Form) (APR 1984) |
| <input type="checkbox"/> 35. 52.227-12 | Patent Rights—Retention by the Contractor (Long Form) (APR 1984) |
| <input type="checkbox"/> 36. 52.227-13 | Patent Rights—Acquisition by the Government (APR 1984) |
| <input type="checkbox"/> 37. 52.228-2 | Additional Bond Security (APR 1984) |
| <input type="checkbox"/> 38. 52.228-7 | Insurance—Liability to Third Persons (APR 1984) |
| <input checked="" type="checkbox"/> 39. 52.230-4 | Administration of Cost Accounting Standards (APR 1984) |
| <input checked="" type="checkbox"/> 40. 52.230-5 | Disclosure and Consistency of Cost Accounting Practices (APR 1984) |
| <input type="checkbox"/> 41. 52.230-6 | Consistency in Cost Accounting Practices (APR 1984) |
| <input checked="" type="checkbox"/> 42. 52.233-1 | Disputes (APR 1984) |
| <input type="checkbox"/> 42a. 52.233-1 | Disputes (APR 1984) Alternate I (APR 1984) |
| <input checked="" type="checkbox"/> 43. 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (APR 1984) |
| <input type="checkbox"/> 44. 52.243-2 | Changes—Cost Reimbursement (APR 1984) |
| <input checked="" type="checkbox"/> 44a. 52.243-2 | Changes—Cost Reimbursement (APR 1984) Alternate I (APR 1984) |
| <input type="checkbox"/> 44b. 52.243-2 | Changes—Cost Reimbursement (APR 1984) Alternate II (APR 1984) |

by the Sponsor. As to land based aircraft "flight" shall commence with the taxi roll from a flight line and continue until the aircraft has completed the taxi roll to a flight line; as to seaplanes, "flight" shall commence with the launching from a ramp and continue until the aircraft has completed its landing run upon return and is beached at a ramp; as to helicopters, "flight" shall commence upon engagement of the rotors for the purpose of take-off and continue until the aircraft has returned to the ground and the rotors are disengaged; and for vertical take-off aircraft, "flight" shall commence upon disengagement from any launching platform and continue until the aircraft has been re-engaged to a launching platform or device.

(iii) The term "flight crew members" means the pilot, the co-pilot and unless otherwise specifically provided in the Schedule, the flight engineer, Navigator, bombardier-navigator, and defensive systems operator, when required, or assigned to their respective crew positions, to conduct any flight on behalf of the Contractor.

(c) If any aircraft is damaged, lost, or destroyed during flight and if the amount of such damage, loss or destruction exceeds One Hundred Thousand Dollars and No Cents (\$100,000.00) or twenty percent (20%) of the estimated costs (exclusive of any fee) of this contract, whichever is less, and if the Contractor is not liable for the damage, loss or destruction pursuant to the "Government Property" clause of this contract together with paragraph (a) above, then an equitable adjustment for any resulting repair, restoration, or replacement that is required under this contract shall be made (i) in the estimated cost, delivery schedule, or both, and (ii) in the amount of any fee to be paid to the Contractor, and the contract shall be modified in writing accordingly; provided, in determining the amount of adjustment in the few that is equitable, any fault of the Contractor, his employees, or any subcontractor, which materially contributed to the damage, loss, or destruction shall be taken into consideration. Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

ADDITIONAL CLAUSES (A)

| CLAUSE NUMBER | CLAUSE TITLE AND DATE |
|-----------------|--|
| ⊗ 1. 52.215-700 | Examination of Records (APR 1984) (Modified) |

(a) This clause applies if this contract exceeds Ten Thousand Dollars and No Cents (\$10,000.00) and was entered into by negotiation.

(b) The appropriate audit representative of the United States or a duly authorized representative shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulations (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 audit representative or a duly authorized representative 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 appropriate audit representative or a duly authorized representative has taken exception shall continue until such appeals, litigation, claims, exceptions are disposed of.

() 2. 52.222-700 Equal Opportunity (APR 1984) (Modified)

(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 the performance of 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 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.

(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 by reason of 331.30(b) of Title 4, Code of Federal Regulations (4 CFR 331.30(b)).

NOTE (1): New 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 Standard. The award of a new nondefense CAS-covered contract shall not trigger application of new 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 paragraph (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 of the CASB 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 duties of the Contractor under its contract 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 4 CFR 332 is entitled to elect modified contract coverage and to follow Standards 401 and 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 4 CFR 331.20 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.

☒ 6. 52.219-700 Utilization of Small Business and Small Disadvantaged Business Concerns (APR 1984) (Modified)

(a) It is the policy of the United States that small business and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal Agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Contracting Officer or his

representative 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 3 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," hereafter referred to as disadvantaged business, shall mean a small business concern—

(1) which is at least 5 per centum owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 5 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.

☒ 7. 52.219-701 Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984) (Modified)

(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 addresses separately subcontracting with small business concerns and small disadvantaged business concerns and which 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 terms 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 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 disadvantaged business concerns trade associations).

requirements of this contract, constitutes grounds for termination for default.

3. It is hereby agreed and understood that the contract shall be subject to immediate default, without the requirement of a 10-day cure notice, where it has been determined by the contracting officer that failure to fully comply with the security requirements of the contract results from willful misconduct or lack of good faith on the part of any of the contractor's managers, superintendents, or other equivalent representatives who have supervision or direction of:

- a. All or substantially all of the contractor's business, or
- b. All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed, or
- c. A separate and complete major industrial operation in connection with the performance of this contract.

4. Where deficiencies in the contractor's security program are noted, which do not warrant immediate default, the contractor shall be provided a written notice of these deficiencies and given a period of 10 days to take corrective action. If the contractor fails to take the necessary corrective action, the Government may terminate the whole or any part of this contract for default.

5. Reference is made to the clause entitled "Non-Publicity." Violation of the terms and conditions of this clause, if classified information is divulged, constitutes a major breach of the contract and the contract may be terminated immediately for default, without the requirement of a 10-day cure notice.

6. It is further agreed that the contractual relationship shall be disclosed only on a "need to know" basis, unless otherwise provided. Classification of the work, hardware, and/or reports under this contract are to be in accordance with the attached Contract Data Classification Guide (CDCG) and the directions of this clause. The CDCG is a guide to maximum classifications; specific guidance on individual matters and items within these areas may be obtained from the Contracting Officer's Technical Representative (COTR).

7. Classification authority—Executive Order 12356 of 2 April 1982, implemented by Information Security Oversight Office Directive No. 1 of 25 June 1982, effective on 1 August 1982, provides principles and procedures for proper classification and declassification of material. It is agreed and understood that these principles and procedures are applicable to classified documents or materials generated by the contractor in performance of this contract. The classification authority to be cited by the contractor on classified documents or materials is "customer."

8. Identification and Markings—It is agreed and understood that the overall classification of a document shall be the highest level of classification it contains. The overall classification of a classified document will be typed or stamped at the top and bottom of the first page, the title page (if any), and the outside of the front and back covers (if any). Each interior page will be typed or stamped at the top and bottom according to the highest classification of the page, including the designation "unclassified" when appropriate. Alternatively, all interior pages may be marked with the overall classification of the document. In either case, the classification markings of each paragraph or other portion will govern when the information is used apart from the document. Only the designation "Top Secret," "Secret," or "Confidential" may be used to identify classified information.

9. In addition, each classified document should be stamped or marked in the lower right-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover), as follows:

CL BY CUSTOMER
 DECL OADR
 DERIVED FROM _____ (for this item use the paragraph citation from the CDCG) i.e., I, IIA, IIE, IIIA3, IIIF4, etc.

The abbreviation "OADR" stands for Origination Agency's Determination Required.

10. Each classified document shall indicate which paragraphs or other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for

Confidential and "(U)" for Unclassified will be placed immediately preceding the portion of the text to which it applies. Nontextual portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

11. Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

12. If it is determined by the nature of the content, or through consultation with the COTR, that a classified technical report generated at the contractor's facility discloses or contains information or material relating to sensitive intelligence sources and/or methods, that report shall display in a prominent place on the first page the following:

**WARNING NOTICE
 INTELLIGENCE SOURCES
 OR METHODS INVOLVED**

13. Downgrading and Declassification—Downgrading and declassification of classified material generated by the contractor will be authorized only by the contracting officer.

⊗ 3. 52.204-753 Special Provisions Regarding Nonpublicity (APR 1984)

1. It is agreed and understood that the non-publicity clause of this contract is a material condition of this contract. Violation of the terms and conditions of this clause constitutes a material breach of contract, and the contract may be terminated immediately for default, without the requirement of a 10-day cure notice.

2. This contract is subject to immediate default, without the requirement of a 10-day cure notice, where it has been determined by the Contracting Officer that failure to comply with non-publicity requirements of the contract results from willful misconduct or lack of good faith on the part of any one of the contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives who have supervision or directions of:

- a. All or substantially all of the contractor's business, or
- b. All or substantially all of the contractor's operations at any one plant of separate location in which this contract is being performed, or
- c. A separate and complete major industrial operation in connection with the performance of this contract

3. It is further agreed that the contractual relationship shall be disclosed only a "need-to-know" basis.

⊗ 4. 52.204-754 Disclosure of Foreign Interest in United States Domestic Concern (APR 1978)

a. It is hereby agreed that it shall be a material condition of this contract that prior to the execution of this contract the contractor shall disclose any and all information to the contracting officer pertaining to any interest of a foreign ownership, control, or influence nature in the Contractor or Subcontractor by any foreign source whatsoever, even if such influence is not exerted to the extent specified in paragraph f. This shall be a condition precedent to the contract.

b. It is hereby agreed that it shall be a material condition of this contract that the contractor shall promptly disclose to the contracting officer any information pertaining to any interest of a foreign ownership, control, or influence nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or, has subsequently come to the contractor's attention.

c. The Contractor shall, in any case in which it believes that foreign influence exists or is being sought to be obtained over its affairs, or the affairs of a Subcontractor promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in paragraph f.

d. It is hereby agreed that it shall be a material condition of this contract that the Contractor and Subcontractor(s) shall remain free from foreign ownership, control, or influence as herein defined in paragraph f. The Contractor hereby agrees that acquisition of such interest may be a basis for termination of this contract. If such a condition is created through no act or omission of the Contractor or Subcontractor(s), the

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Page 1 of 1

PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

List of Attachments

1. Contract Status Report (Sample)
2. Statement of Work dated 29 January 1988, Pages 1 - 8
3. Contract Data Classification Guide
4. Form DD 441S Certificate Pertaining to Foreign Interests

Attachment A

NAME OF CONTRACTOR: _____

Monthly Contract Status Report No. _____

FOR PERIOD: _____ TO _____ DATE _____

Contract No. _____ Task No. _____ Project No. _____

PERIOD OF CONTRACT _____ to _____

| | <u>Estimated Cost</u> | <u>Fee</u> | <u>Total</u> |
|--|-----------------------|------------|--------------|
|--|-----------------------|------------|--------------|

Amount of Contract: _____

Amount of Obligations and/or Expenditures This Period: _____

Amount of Obligations and/or Expenditures to Date: _____

Estimate of Funds to Complete: _____

Percentage of Funds Expended to Date: _____

Percentage of Work Completed to Date: _____

(NOTE: All amounts shown must include overhead, G&A, handling charges, fees, etc.)

1. Is work on Schedule? _____
2. Can the Contract be completed in authorized time? _____
3. Can the Contract be completed within the authorized funds? _____

COMMENTS: (attach sheet if necessary)

TECHNICAL PROGRESS IN PERIOD:

OBJECTIVE FOR NEXT PERIOD:

Submitted By: _____

Classification when completed -
 UNCLASSIFIED CONFIDENTIAL SECRET TOP SECRET

Contractor _____ Contract No. _____
 Classifier's Employee No. _____ Date _____

CONTRACT DATA CLASSIFICATION GUIDE

| Item (as applicable) | Maximum Classification | Source, Term and Reason (as necessary) |
|--|------------------------|--|
| I. Association* | _____ | _____ |
| II. Government Furnished Data & Hardware | _____ | _____ |
| A. Statement of Work | _____ | _____ |
| B. Technical Information (includes oral discussions) | _____ | _____ |
| C. Specifications | _____ | _____ |
| D. Drawings & Graphics | _____ | _____ |
| E. Computer Software | _____ | _____ |
| F. Communications Security (COMSEC) Material | _____ | _____ |
| G. Government Furnished Equipment (includes hardware from prior contract) | _____ | _____ |
| H. Other - identify on attached sheet | _____ | _____ |
| I. Contractor Produced Data & Hardware | _____ | _____ |
| A. Reports (as identified in contract) | _____ | _____ |
| 1. Monthly or Preliminary Technical | _____ | _____ |
| 2. Quarterly or interim | _____ | _____ |
| 3. Final | _____ | _____ |
| 4. Contract Status | _____ | _____ |
| B. Manuals | _____ | _____ |
| C. Drawings & Graphics | _____ | _____ |
| D. Computer Software | _____ | _____ |
| E. Test data, computer printouts, etc. | _____ | _____ |
| F. Hardware | _____ | _____ |
| 1. Component | _____ | _____ |
| 2. Sub-system | _____ | _____ |
| 3. Breadboard | _____ | _____ |
| 4. Prototype or Engineering Model | _____ | _____ |
| 5. System or Finished Product | _____ | _____ |
| G. Other - identify on attached sheet | _____ | _____ |
| V. Statement of the Critical Security Elements of Procurement (excluding association): | _____ | _____ |

*If this item is completed, this form must itself be classified when the contractor's name is added.

_____ Declassify or Review after _____

Classification when completed UNCLASSIFIED CONF SECRET TOP SECRET

| CERTIFICATE PERTAINING TO FOREIGN INTERESTS | TYPE OR PRINT ALL ANSWERS | Form Approved OMB No. 32-R0193 |
|--|------------------------------|-----------------------------------|
| <u>PENALTY NOTICE</u> | | |
| <p>PENALTY - Failure to answer all questions, or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of clearance for access to classified Department of Defense information. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$10,000 fine, or both, knowingly to make a false statement or representation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.</p> | | |
| <u>PROVISIONS</u> | | |
| <p>1. This report is authorized by the Secretary of Defense pursuant to authority granted him by L.O. 10865. While you are not required to respond, your eligibility for a facility security clearance cannot be determined if you do not complete this form. The retention of a facility security clearance is contingent upon your compliance with the requirements of DoD 5220.22-M for submission of a revised form as appropriate.</p> <p>2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be invoked to withhold it from public disclosure.</p> <p>3. Complete all questions on this form. Answer each question in either the "Yes" or "No" column. If your answer is "Yes" furnish in full the complete information under "Remarks".</p> | | |
| QUESTION | YES | NO |
| 1. Do foreign interests own or have beneficial ownership in 5% or more of your organization's securities? | | |
| 2. Does your organization own any foreign interest in whole or in part? | | |
| 3. Do any foreign interests have positions, such as directors, officers, or executive personnel in your organization? | | |
| 4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel? | | |
| 5. Does your organization have any contracts, agreements, understandings or arrangements with a foreign interest(s)? | | |
| 6. Is your organization indebted to foreign interests? | | |
| 7. Does your organization derive any income from Communist countries or income in excess of 10% of gross income from non-Communist foreign interests? | | |
| 8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficial owner of equitable title? | | |
| 9. Does your organization have interlocking directors with foreign interests? | | |
| 10. Are there any citizens of foreign countries employed by or who may visit your facility (or facilities) in a capacity which may permit them to have access to classified information (exclude cleared immigrant aliens in answering this question)? | | |
| 11. Does your organization have any foreign involvement not otherwise covered in your answers to the above questions? | | |

DD FORM 441s
1 SEP 76

EDITION OF 1 MAR 60 IS OBSOLETE