

To: National Academy of Public Administration

Subject: Request for Proposal No. 88A-109

Gentlemen:

Sorry for any inconvenience, but Section L "Special Instructions To Offerors For Preparation of Proposal" is attached.

If you have any questions, please don't hesitate to contact the undersigned.

Sincerely,



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Attachment

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
I. 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)

CLAUSE NUMBER	CLAUSE TITLE AND DATE
(✓) 45. 52.244-2	Subcontracts Under Cost Reimbursement and Letter Contracts (APR 1984)
(✓) 46. 52.244-5	Competition in Subcontracting (APR 1984)
() 47. 52.245-1	Property Records (APR 1984)
(✓) 48. 52.245-5	Government Property (Cost Reimbursement, Time and Material, or Labor Hour Contracts) (APR 1984)
() 49. 52.245-18	Special Test Equipment (APR 1984)
() 50. 52.245-19	Government Property Furnished "As Is" (APR 1984)
() 51. 52.248-1	Value Engineering (APR 1984)
() 51a. 52.248-1	Value Engineering (APR 1984) Alternate I (APR 1984)
() 51b. 52.248-1	Value Engineering (APR 1984) Alternate II (APR 1984)
() 51c. 52.248-1	Value Engineering (APR 1984) Alternate III (APR 1984)
(✓) 52. 52.249-6	Termination (Cost Reimbursement) (APR 1984)
() 52a. 52.249-6	Termination (Cost Reimbursement) (APR 1984) Alternate II (APR 1984)
(✓) 53. 52.249-14	Excusable Delays (APR 1984)
() 54. 52.250-1	Idemnification Under Public Law 85-804 (APR 1984) Alternate I (APR 1984)
() 55. 52.251-1	Government Supply Sources (APR 1984)
() 56. 52.251-2	Interagency Motor Pool Vehicles and Related Services (APR 1984)

DFARS

CLAUSE NUMBER	CLAUSE TITLE AND DATE
(✓) 1. 52.215-7000	Pricing of Adjustments (APR 1985)
(✓) 2. 52.227-7013	Rights in Technical Data and Computer Software (MAY 1981)
() 2a. 52.227-7013	Rights in Technical Data and Computer Software (MAY 1981) Alternate I (MAY 1981)
() 3. 52.227-7015	Rights in Technical Data— Specific Acquisition (MAR 1979)
() 4. 52.227-7017	Rights in Technical Data—Major Systems and Subsystem Contracts (NOV 1971)
(✓) 5. 52.227-7018	Restrictive Markings on Technical Data (MAR 1975)
() 6. 52.227-7020	Rights in Data—Special Works (MAR 1979)
() 7. 52.227-7021	Rights in Data—Existing Works (MAR 1984)
() 8. 52.227-7026	Deferred Delivery of Technical Data or Computer Software (NOV 1974)
() 9. 52.227-7027	Deferred Ordering of Technical Data or Computer Software (NOV 1974)
() 10. 52.227-7029	Identification of Technical Data (MAR 1975)
() 11. 52.227-7032	Rights in Technical Data and Computer Software (Foreign) (JUN 1975)
() 12. 52.227-7034	Patents—Subcontracts (APR 1984)
() 13. 52.228-7003	Capture and Detention (JUN 1968)

CLAUSE NUMBER	CLAUSE TITLE AND DATE
() 14. 52.228-7006	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (JAN 1969)
() 15. 52.228-7007	Safety Precautions for Ammunition and Explosives (SEPT 1970)
() 16. 52.235-7003	Care of Laboratory Animals (APR 1984)
(✓) 17. 52.251-7000	Ordering from Government Supply Sources (APR 1984)

B. FULL TEXT CLAUSES**FEDERAL ACQUISITION REGULATION**

CLAUSE NUMBER	CLAUSE TITLE AND DATE
() 1. 52.215-30	Facilities Capital Cost of Money (APR 1984)
(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, but only if the prospective contractor elects to claim it below. If the prospective contractor elects to claim this cost, the Waiver of Facilities Capital Cost of Money will be excluded from the contract. If the prospective contractor does not elect to claim this cost, the contract will include the Waiver of Facilities Capital Cost of Money.	
(b) By including an item of proposed allowable cost in response to the solicitation, the prospective contractor will be deemed to have elected to claim facilities capital cost of money.	
(✓) 2. 52.215-31	Waiver of Facilities Capital Cost of Money (APR 1984)

If the Contractor did not include facilities capital cost of money as a proposed allowable cost, it shall be deemed that the Contractor waived the right to claim it under this contract.

() 3. 52.224-1	Privacy Act Notification (APR 1984)
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The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Laws 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

DFARS

CLAUSE NUMBER	CLAUSE TITLE AND DATE
() 4. 52.228-7002	Flight Risks (OCT 1975)

(a) Notwithstanding any other provisions of this contract, and particularly subparagraph (g)(1) of the "Government Property" clause and paragraph (c) of the "Insurance—Liability to Third Persons" clause, the Contractor shall not (i) be relieved for liability for, damage to, or loss or destruction of, aircraft sustained during flight, or (ii) be reimbursed for liabilities to third persons for loss of or damage to property, or for death or bodily injury, which are caused by aircraft during flight, unless the flight crew members have previously been approved in writing by Sponsor.

(b) For purposes of this clause:

(i) Unless specifically provided in the Schedule, the term "aircraft" means any aircraft, whether furnished by the Contractor under this contract (either before or after acceptance by the Government) or furnished by the Government to the Contractor under this contract, including all Government Property placed or installed therein or attached hereto; provided, however, that such aircraft and property are not covered by a separate bailment agreement.

(ii) The term "flight" means any flight demonstration, flight test, taxi test, or other flight, made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing

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.

(d) Notwithstanding any provision relating to disclosure of records, such access shall not be granted to this contract or to related records which might tend to reveal open identity if the contractor's association with this contract is classified, without prior written approval of the contracting office.

✓ 3. 52.222-701 Contract Work Hours and Safety Standard Act—Overtime Compensation—General (APR 1984) (Modified)

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (the Act), is subject to the following terms and all other applicable provisions and exceptions of the Act and the regulation of the Secretary of Labor.

(a) *Overtime requirements.* A Contractor or subcontractor shall not require or permit any laborer or mechanic to work in excess of 8 hours in any calendar day, or 40 hours in any workweek, on any part of the contract work subject to the Act; *unless*, the laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day, or 40 hours in any workweek, whichever produces the greater amount of overtime.

(b) *Violation, liability for unpaid wages, and liquidated damages.* If the terms of paragraph (a) above are violated, the Contractor and any subcontractor responsible for the violation shall be liable to any affected employee for unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States for liquidated damages. These damages are computed for each individual laborer or mechanic at \$10 for each calendar day on which the employee was required or permitted to be employed in violation of paragraph (a) above.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such amounts as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph (b) above.

(d) *Subcontracts.* The Contractor and subcontractor shall insert paragraphs (a) through (d) of this clause in all subcontracts.

(e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). These records shall be preserved for 3 years from contract completion. The contractor will make the records available for inspection by authorized representatives of the Contracting Officer.

() 4. 52.228-700 Bid Guarantee (APR 1984) (Modified)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for receipt of offers, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful offerors as soon as practicable after the receipt of offers, and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the offer, the offeror will (1) allow 60 days for acceptance of its offer and (2) give bond within 10 days after receipt of the forms by the offeror.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

() 5. 52.230-700 Cost Accounting Standards (APR 1984) (Modified)

(a) Unless the Cost Accounting Standards Board (CASB) has prescribed rules or regulations exempting the Contractor or this contract from

standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (Pub. L. 91-379, August 15, 1970), the Contractor, in connection with this contract, shall

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

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

(3) Comply with all CAS in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

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

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

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

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

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

(c) The Contractor shall permit any authorized representatives of the agency head, of the CASB, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause, provided such access will not be granted to this contract or to related records which might tend to reveal sponsor identity if the association of the sponsor with this contract is classified without prior written approval of the Contracting Officer.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph

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

- (1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause 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 a 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).

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror was cooperative in any studies or surveys as may be required by the contracting agency in order to determine the extent of compliance by the offeror with the subcontracting plan.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

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

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

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

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

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

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

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

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

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

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms, as are referred by the contracting officer or his representative.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be

incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

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

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

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

ADDITIONAL CLAUSES (B)

CLAUSE NUMBER	CLAUSE TITLE AND DATE
(✓) 1. 52.204-750	Security Requirements (APR 1984)
<p>(a) The provision of this clause shall apply to the extent that any aspect of this contract is classified.</p> <p>(b) The Contractor shall comply with (i) the Contractor Secrecy and Security Agreement, Form 4177 (Edition date 11-80), including the Security Manual dated 1 May 1979 and entitled, "Standard Security Procedures for Contractors" which is referenced therein; and (ii) any revisions thereto, notice and copies of which have been furnished to the Contractor.</p> <p>(c) If, subsequent to the date of this contract, the security requirements under this contract are changed by the Government as provided in this clause and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both and any other provision of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause of this contract.</p> <p>(d) When it is deemed necessary to disclose classified information to a subcontractor to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting Officer prior to disclosure. The Contractor agrees to insert in all subcontracts hereunder which involve access to classified information provisions which shall conform substantially to the language of this clause, including this paragraph (d), but excluding the last sentence of paragraph (c) of this clause.</p>	
(✓) 2. 52.204-751	Special Provisions Regarding Security and Non-Publicity (APR 1984)
<p>1. It is agreed and understood that the security and non-publicity clauses and provisions each are material conditions of this overall contract; hence, the contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract and with any industrial security manuals and agreements incorporated therein, a security program that meets the requirements of these documents.</p> <p>2. It is agreed and understood that failure of the contractor to maintain and administer a security program, fully compliant with the security</p>	

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 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.

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

termination shall be for the convenience of the Government. However, if the acquisition of such interest has been brought about by an act or omission on the part of the Contractor or Subcontractor(s), such shall be deemed to be an act of default and the remedies of the parties determined accordingly.

e. Breach of any of the warranties, agreements and undertakings of this clause may be regarded as a material breach of the contract and no implied or express waiver of this clause may be created by any action or inaction on the part of the Contracting Officer, unless such is expressly provided in writing.

f. *Definitions:* For the purposes of this clause, the following definitions shall be deemed conclusive, unless provided otherwise therein.

(i) "foreign"—in the case of a natural person, one who is a citizen of any country other than the United States. In the case of any other entity, one whose principal source of income, or actual control is in or exerted from any country other than the United States.

(ii) "interest"—beneficial or legal ownership by a single foreign interest of 5 percent or more of the organization's securities or ownership by multiple foreign owners equaling 25 percent, or beneficial or legal foreign ownership of any debt or debt security of the Contractor by one or more foreign persons or entities, or beneficial or legal foreign ownership of any debt or debt security of the Contractor whose owner or possessor is entitled to any right of inspection of the Contractor's books or to exercise any control or limitation over the Contractor's business.

(iii) "control"—membership on the board of directors or as an officer of the Contractor of any foreign citizen, or of any other person who represents in any capacity any foreign entity.

(✓) 5. 52.204-755 Nonpublicity (APR 1984)

It is a material condition of this contract that the contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. It is further understood that this obligation shall not expire upon completion or termination of the contract but will continue indefinitely. The contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless so authorized in writing by the contracting officer.

(✓) 6. 52.204-756 Disclosure of Solicitation by Persons or Commercial Concerns Purporting to be Affiliated with Part of the Government's Activity (APR 1984)

1. The Contractor agrees to make expressly known to the Contracting Officer as promptly as possible, but in no event later than twenty-four (24) hours after receipt of such knowledge, any representation by any person or commercial concern soliciting the contractor's services that purports or creates the inference that they are or have been affiliated with the Government or any subdivision thereof unless the bona fides of that person or commercial concern has previously been established unequivocally by the contractor with the Government.

2. The Contracting Officer must be notified telephonically during normal working hours on his regular phone number. After normal working hours and on weekends, the Government's Duty Officer shall be notified by phoning _____.

3. The term "contractor" as used herein, means the contractor's directors, officer and any of his managerial personnel, superintendents or other equivalent representatives who are cleared and witting of this contract and have supervision or direction of:

- (i) All or substantially all of the contractor's business; or
- (ii) All or substantially all of the contractor's operation at any one plant or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation in connection with the performance of this contract; or
- (iv) Project manager or equivalent for the technical effort subject of this contract; or

(v) Contract administrator or equivalent who has authority to enter into binding agreements on behalf of the contractor.

4. Compliance with this clause is considered to be the contractor's responsibility and a material condition of the contract.

5. Failure to comply with the notification requirement established herein due to willful act, negligence, or lack of good faith of the contract shall be grounds for termination of this contract for default in accordance with the applicable termination or default provision of this contract except that there shall be no requirement for a cure notice.

6. Compliance with this clause is also a factor in determining the responsibility of the contractor. It is in addition to the general policy regarding responsibility and responsible prospective contractors as those terms are used in FAR Subchapter B, Part 9.

(✓) 7. 52.204-758 Waiver of Requirements of General Provisions (APR 1984)

Notwithstanding the requirements of any of the clauses of the contract to the contrary, whensoever the Contractor, in performance of the work under this contract shall find that the requirements of any of the clauses of the contract are in conflict with security instructions issued to the Contractor by the Contracting Officer or by duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matter shall

(i) modify or rescind such security requirements, or

(ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the clauses conflicting with such security requirements. Any waiver of compliance with the clauses of this contract issued by the Contracting Officer or any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the contract in conflict with the stipulations of such subcontract.

(✓) 8. 52.204-759 Timely Notice of Litigation (APR 1984)

a. The Contractor hereby agrees to immediately give notice to the Contracting Officer of any anticipated or current litigation involving or in anyway relating to this contract, pertinent subcontracts or the customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

b. The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify his next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

c. The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

() 9. 52.204-760 Testing Related to Electronic Communication Equipment (APR 1984)

The contractor understands and agrees that any testing plan or activity related to electronic communications equipment developed, produced, or used under this contract will require approval of the contracting officer to ensure compliance with provisions of Executive Order 12333 and Attorney General approved implementing procedures. If such testing is contemplated under this contract, contractor must communicate with the contracting officer or a designated customer representative as early as possible for specific information and guidance concerning approved Executive Order procedures. Prior to receipt of approval, the contractor will not engage in any such testing which may, in any way, involve the collection of the contents of nonpublic communications of individuals without their consent.

() 10. 52.252-701 Alterations in Contract (APR 1984)

The following alterations have been made to the clauses of this contract.

PART IV, SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFEROR

The full text provisions set forth herein are applicable to this solicitation if checked. The offeror represents and certifies that:

(✓) 1. 52.203-2 Certificate of Independent Price Determination (APR 1984)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2) (i) Has been authorized, in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

(✓) 2. 52.203-4 Contingent Fee Representation and Agreement (APR 1984)

(a) **Representation.** The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror—(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) () has, () has not employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(2) () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) **Agreement.** The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when

subparagraph (a) (1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—

(1) A completed Standard 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer.

() 3. 52.208-2 Jewel Bearings and Related Items Certificate (APR 1984)

(a) This is to certify that—

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item (delete one) covered by this offer;

(2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or an equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution _____

Solicitation No. _____

Name _____

Title _____

Firm _____

Address _____

() 4. 52.209-1 Qualified Products—End Items (APR 1984)

(a) The Contracting Officer will make awards for end items requiring qualification only if the items are qualified for inclusion in the Qualified Products List (QPL) identified below. The item must be qualified at the time set for opening of bids, or the time of award of negotiated contracts, whether or not the item is actually included in the QPL. Offerors should contract the specification preparing activity (SPA) designated below to arrange for qualification of the products they intend to offer.

QPL _____

SPA (Name) _____

(Address) _____

(b) Offerors shall insert the item name and the test number (if known) of each qualified product in the blank spaces below.

Item Name _____

Test Number _____

(c) Offerors of products that have been qualified, but not yet listed, shall submit evidence of qualification with their offers, in order to receive consideration. If this is a formally advertised acquisition and the qualified product offered is not identified, either above or elsewhere in the bid, the Contracting Officer will reject the bid.

(d) Any change in location or ownership of the plant where a previously qualified product was manufactured requires reevaluation of the qualification. The reevaluation must be accomplished before the bid opening date for advertised acquisitions and before the date of award for negotiated acquisitions. Failure of offerors to arrange for timely reevaluation shall preclude consideration of their offers.

(✓) 5. 52.215-6 Type of Business Organization (APR 1984)

The offeror by checking the applicable box, represents that it operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a nonprofit organization, or () a joint venture.

(✓) 6. 52.215-11 Authorized Negotiators (APR 1984)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal: (list names, titles, and telephone number of the authorized negotiators).

(✓) 7. 52.215-19 Period of Acceptance of Offer (APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted with _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(✓) 8. 52.215-20 Place of Performance (APR 1984)

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

(b) If the offeror checks "intends" in the paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City County, State, Zip Code)	Name and Address (Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____

(✓) 9. 52.219-1 Small Business Concern Representation (APR 1984)

The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(✓) 10. 52.219-2 Small Disadvantaged Business Concern Representation (APR 1984)

(a) Representation. The offeror represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American", as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American", as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Island, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans", as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

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

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvan-

taged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CPF 124.1.

(✓) 11. 52.219-3 Women-Owned Small Business Representation (APR 1984)

(a) Representation. The offeror represents that it () is, () is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(✓) 12. 52.222-19 Walsh-Healey Public Contract Act Representation (APR 1984)

The offeror represents as a part of this offer that offeror is () or is not () a regular dealer in, or is () or is not () a manufacturer of, the supplies offered.

(✓) 13. 52.222-21 Certification of Nonsegregated Facilities (APR 1984)

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated on the basis of race, color, religion, or national original because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES:

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

(✓) 14. 52.222-22 Previous Contracts and Compliance Reports (APR 1984)

The offeror represents that

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive

Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

15. 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

16. 52.223-1 Clean Air and Water Certification (APR 1984)

The offeror certifies that

(a) Any facility to be used in the performance of this proposed contract is () is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

() 17. 52.223-4 Recovered Material Certification (APR 1984)

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

() 18. 52.225-1 Buy American Certificate (APR 1984)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act—Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act (listed in section 25.108 of the Federal Acquisition Regulation).

() 19. 52.225-6 Balance of Payments Program Certificate (APR 1985)

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products or Services	Country of Origin
Line Item No.	
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) Offers will be evaluated by giving a certain preference to domestic end products or services over foreign end products or services. Evaluation

will be in accordance with section 25.303(b) of the Federal Acquisition Regulation.

(c) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

() 20. 52.227-7 Patents—Notices of Government Licensee (APR 1984)

The Government is obligated to pay a royalty applicable to the proposal acquisition because of a license agreement between the Government and the patent owner. The patent number is _____, and the royalty rate is _____. If the offeror is the owner of or a licensee under, the patent, indicate below:

- () owner
- () licensee

If an offeror does not indicate that it is the owner or licensee of the patent, its offer will be evaluated by adding thereto an amount to the royalty.

21. 52.230-1 Cost Accounting Standards Notices and Certification (National Defense) (APR 1984)

Note: This notice does not apply to small businesses or foreign governments.

This notice is in four parts, identified by Roman Numerals I through IV.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$100,000 resulting from this solicitation, except contracts in which the price negotiated is 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 for contracts which may be exempt under the provisions of CFR 331.30(b) will be subject to the requirements of the Cost Accounting Standards Board (CASB).

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of the CASB must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) below.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- () (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), and
- (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB-DS-. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement

The Offeror hereby certifies that a Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

 (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all division, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting officer immediately.

 (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with the regulations of the CASB (4 CFR 251.40(f)), the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under (1) or (2) above, as appropriate to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered national defense prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—EXEMPTION FOR CONTRACT OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of 4 CFR 331.30(b)(7) and certifies that notification of final acceptance of all deliverable items has been received on all prime contracts or subcontracts containing the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause. The offeror further certifies that the Contracting Officer will be immediately notified in writing when an award of any other contract or subcontract containing Cost Accounting Standards clauses is received by the offeror subsequent to this certificate but before the date of any award resulting from this proposal.

III. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 4 CFR 332 and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(2) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered

national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a national defense contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

NOTE: If the offeror has checked "yes" above and is awarded the contemplated contract, the offeror will be required to comply with the requirements of paragraphs (a)(i), (b), and (c) of the Administration of Cost Accounting Standards clause.

(2) 52.230-2 Cost Accounting Standards Notices and Certification (Nondefense) (APR 1984)

(a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when—

- (1) The award is based on adequate price competition;
- (2) The price is set by law or regulation;
- (3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (4) One of the exemptions in 4 CFR 331.30(b) applies (also see Federal Acquisition Regulation (FAR) 30.301(b)).

(b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

- (1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage (4 CFR 331), this contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards (52.230-03) and Administration of Cost Accounting Standards (52.230-04).
- (2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage (4 CFR 332), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Standards (52.230-5) and Cost Accounting Standards (52.230-4).

A. Certificate of CAS Applicability

The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation. (If this statement applies, no further certification is required.)

The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause in FAR 52.230-3.

The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices clause in FAR 52.230-5.

B. Additional Certification—CAS Applicable Offerors

The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted pursuant to CAS Board regulations (4 CFR 351).

C. Data Required—CAS Covered Offerors

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts.

Name of Contracting Officer: _____

Address: _____

Telephone Number: _____

() 23. 52.247-53 Freight Classification Description (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.) unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY

AS _____

(✓) 24. 52.227-7028 Requirement for Technical Data Certification (APR 1974)

The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

(✓) 25. 52.204-761 Foreign Ownership Control, or Influence (APR 1984)

Offeror's responding to the Request for Proposal (RFP) or contract (as appropriate) are 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 security requirements. Accordingly, all offerors responding to this RFP or initiating performance of a contract are required to submit a DOD Form 441s (Certificate Pertaining to Foreign Interests) with their proposal or prior to contract performance (as appropriate). 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 offeror under FOCI identified above, the Government reserves the right to contract with such offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(✓) 26. 52.204-762 Industrial Contractors Polygraph Program (APR 1984)

Security is a criterion in the evaluation of proposals received in response to this solicitation. The adequacy of the requirements, including participa-

tion in the Industrial Polygraph Program, are subcriteria in the evaluation. Participation in the Industrial Polygraph Program is a mandatory requirement. The polygraph coverage under this program is limited to counter-intelligence issues. Please indicate your willingness to participate in this Industrial Polygraph Program.

Will Participate _____

Will Not Participate _____

() 27. 52.204-763 Protection Against Compromising Emanations (APR 1984) (Modified)

The offeror shall certify in his proposal that computer equipment, as specified by the Government, to be provided or used under this contract has been accredited to meet the appropriate security requirements of the National Communications Security Subcommittee on Compromising Emanations (SOCCE) National TEMPEST standards (NACSEM No. 5100a, "Compromising Emanations Laboratory Test Standard, Electromagnetics (U)") or other specified standard and, upon request of the Contracting Officer, shall provide documentation supporting this accreditation.

(✓) 28. 52.204-764 Organizational Conflict of Interest Notification (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(✓) 29. 52.204-765 Current/Former Agency Employee Involvement Certification (APR 1984)

The Offeror certifies that:

(a) He is () is not () a former Agency employee whose Agency employment termination within one year prior to submission of this offer.

(b) He does () does not () employ or propose to employ a current/former Agency employee whose Agency employment terminated within one year prior to the submission of this offer and who has been or will be involved, directly or indirectly in developing or negotiation this offer, or in the management, administration or performance of any contract resulting from this offer.

(c) He does () does not () employ or propose to employ as a consultant or subcontractor under any contract resulting from this offer a current/former Agency employee whose Agency employment terminated within one year prior to submission of this offer.

(d) A former Agency employee whose Agency employment terminated within one year prior to submission of this offer or such former employee's spouse or minor child does () does not () own or substantially own or control the offeror's firm.

PART IV, SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

PROVISION NO.	PROVISION TITLE AND DATE
1. A. 52.252-2	Solicitation Provisions Incorporated by Reference (APR 1984)

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

I. FEDERAL ACQUISITION REGULATION
(48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<input checked="" type="checkbox"/> 2.	52.210-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984)
<input checked="" type="checkbox"/> 3.	52.215-5	Solicitation Definitions (APR 1984)
<input checked="" type="checkbox"/> 4.	52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)
<input checked="" type="checkbox"/> 5.	52.215-8	Acknowledgement of Amendment to Solicitations (APR 1984)
<input type="checkbox"/> 6.	52.215-9	Submission of Offers (APR 1984)
<input type="checkbox"/> 7.	52.215-10	Late Submissions, Modifications and Withdrawals of Proposals (APR 1984)
<input checked="" type="checkbox"/> 8.	52.215-12	Restrictions on Disclosure and Use of Data (APR 1984)
<input checked="" type="checkbox"/> 9.	52.215-13	Preparation of Offers (APR 1984)
<input checked="" type="checkbox"/> 10.	52.215-14	Explanation to Prospective Offerors (APR 1984)
<input checked="" type="checkbox"/> 11.	52.215-15	Failure to Submit Offer (APR 1984)
<input checked="" type="checkbox"/> 12.	52.215-16	Contract Award (APR 1985)
<input checked="" type="checkbox"/> 13.	52.215-17	Telegraphic Proposals (APR 1984)
<input checked="" type="checkbox"/> 14.	52.215-18	Order of Precedence (APR 1984)
<input checked="" type="checkbox"/> 15.	52.222-24	Preaward On-site Equal Opportunity Compliance Review (APR 1984)
<input type="checkbox"/> 16.	52.222-45	Notice of Compensation for Professional Employees (APR 1984)
<input checked="" type="checkbox"/> 17.	52.225-2	Waiver of Buy American Act for Civil Aircraft and Related Articles (APR 1984)
<input checked="" type="checkbox"/> 18.	52.227-6	Royalty Information (APR 1984)
<input type="checkbox"/> 18a.	52.227-6	Royalty Information (APR 1984) Alternate 1 (APR 1984)
<input type="checkbox"/> 19.	52.228-6	Insurance Immunity from Tort Liability (APR 1984)
<input checked="" type="checkbox"/> 20.	52.232-13	Notice of Progress Payments (APR 1984)
<input checked="" type="checkbox"/> 21.	52.237-1	Site Visit (APR 1984)

B. FULL TEXT CLAUSES

	PROVISION TITLE AND DATE
<input checked="" type="checkbox"/> 1.	52.212-7 Rated or Authorized Controlled Material Orders (APR 1984)

Contracts to be awarded as a result of this solicitation shall be assigned a () DX-rating; () DO-rating; () DMS allotment number in accordance with Defense Priorities System Regulation, and/or Defense Material System Regulation 1.

() 2. 52.216-1 Type of Contract (APR 1984)

The Government contemplates an award of a

CPFF (LSE)

resulting from this solicitation.

() 3. 52.233-2 Service of Protest (JAN 1985)

Protests as defined in Section 33.101 of the Federal Acquisition Regulations shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from the Contracting Officer.

() 4. 52.227-7014 Predetermination of Technical Data (JUL 1976)

(a) The offeror is requested to identify in his proposal which of the below listed data (including data to be furnished in whole or in part by a subcontractor) when delivered, he intends to identify as limited rights data in accordance with paragraph (b) of the "Rights on Technical Data and Computer Software" clause of this solicitation. This identification need not be made as to data which relate to standard commercial items which are manufactured by more than one source of supply.

The Government proposes use of the predetermined procedure for the following technical data:

(b) Limited rights data may be identified as such, pursuant to paragraph (a) above only if it pertains to items, components or processes developed at private expense. Nevertheless, it cannot be so identified if it comes within subparagraph (b)(1) of the "Rights in Technical Data and Computer Software" clause. At the request of the Contracting Officer or his representative, the offeror agrees to furnish clear and convincing evidence that the data which will be so identified comes within the definition of limited rights data.

(c) The listing of data items in paragraph (a) above does not mean that the Government considers such items to come within the definition of limited rights data.

() 5. 52.227-7019 Identification of Restricted Rights Computer Software (APR 1977)

The Offeror's attention is called to the requirement in the "Rights in Technical Data and Computer Software" clause that any restrictions on the Government concerning use or disclosure of computer software which was developed at private expense and is to be delivered under the contract must be set forth in an agreement made a part of the contract, either negotiated prior to award or included in a modification of the contract before such delivery. Therefore, the offeror is requested to identify in his proposal to the extent feasible any such computer software which was developed at private expense and upon the use of which he desires to negotiate restrictions, and to state the nature of the proposed restrictions.

If no such computer software is identified, it will be assumed that all deliverable computer software will be subject to unlimited rights.

() 6. 52.210-700 Availability of Specifications and Standards Not Provided With This Request for Proposal (APR 1984)

The Specifications and Standards cited in this solicitation may be obtained from:

Telephone Number: _____

Person to be Contacted: _____

() 7. 52.210-701 Availability for Examination of Specification and Standards Not Provided With This Request for Proposal (APR 1984)

The Specifications and Standards cited in this solicitation may be examined at the following location: _____

Telephone Number: _____

Person to Contact: _____

() 8. 52.225-700 Foreign ADP Resources Requirement (APR 1984)

Offeror is hereby advised that with respect to this solicitation, it is the United States Government's desire to procure only domestic equipment and/or services (as defined below) and to utilize foreign sources, supplies, equipment, or services only when determined to be necessary and in the best interest of the Government. Accordingly, all offerors must identify the location of manufacturer or assembly of any product, item, or equipment, or component part thereof, which is submitted for consideration under this solicitation. If the performance of services is required, your proposal must disclose the location of your business and the nationality and citizenship of all individuals who may be called upon to perform such services. All offerors shall also identify state of incorporation or principal place of business and the specific degree of any known or suspected foreign interest.

If you elect to offer foreign source equipment or services, you should identify the extent to which the product or services do not conform to requirements stated above.

The United States Government reserves the right to waive the domestic purchase requirement as it may be necessary in the interest of the Government.

DEFINITIONS APPLICABLE TO THIS PROVISION ARE AS FOLLOWS:

A. Foreign ADP resource includes:

1. Any ADP system or subsystem developed, manufactured, or assembled on foreign soil or produced by an organization or entity that is under foreign ownership, control, or influence.

2. Any support or service provided by a foreign national or a firm under foreign ownership, control, or influence.

B. Foreign ownership, control, or influence is that which results from direct or indirect beneficial ownership of five percent of any firm, corporation, or entity, foreign national representation on a Board of Directors, or the encumbrance of an influential position in corporate management.

() 9. 52.204-740 News Releases—Non-Publicity (APR 1984)

Offerors will make no news releases pertaining to this Request for Proposal without proper Government approval and then only in coordination with the contracting office.

() 10. 52.252-700 Alterations in Solicitation (APR 1984)

The following alterations have been made to the provisions of this solicitation.