

SANBARN

- ① we need the message
- ② we need the code
- ③ we need 1 and 2 in hard copy

Complete in July

last 10K in store  
report about comments

STAT



- (1) we want the message
- (2) we want the key or code to how get there -
- (3) tot we want hard copy
- (4) what does the contract call for -

Sambora -

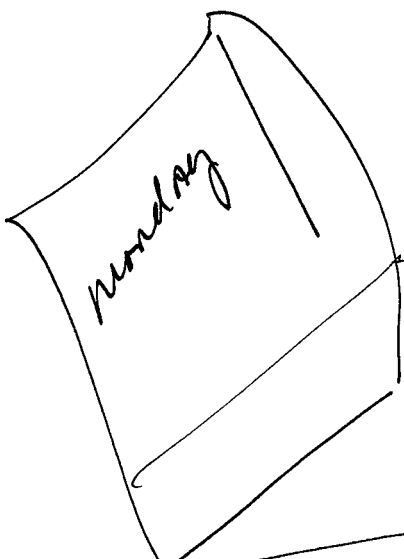
passed out two copies from the room -

Says he'd decide who to give the code to.

What the hell is going on?

Complete in July!

Just his stone



(1) money ← 10 K ✓  
 (2) request that he has not read  
 came outlined (3) → code

**MEMORANDUM  
OF CALL**

Previous editions usable

TO:

STAT

WERE VISITED BY-

OF (Organization)

PLEASE PHONE ▶

FTS

AUTOVON

WILL CALL AGAIN

IS WAITING TO SEE YOU

RETURNED YOUR CALL

WISHES AN APPOINTMENT

MESSAGE

The Sculptor (Mr Sanborn)  
Will meet with the  
HIC staff on Thurs.  
May 31 in the morning  
mid-just for Ceremony.

STAT

DATE

5/25

TIME

3:30

63-110 NSN 7540-00-634-4018

STANDARD FORM 63 (Rev. 8-81)  
Prescribed by GSA

**MEMORANDUM  
OF CALL**

Previous editions usable

STAT

STAT  VISITED BY--

PLEASE PHONE  FTS  AUTOVON  
STAT

WILL CALL AGAIN  IS WAITING TO SEE YOU  
 RETURNED YOUR CALL  WISHES AN APPOINTMENT

MESSAGE

*returned my call regarding  
Sculpture. She has some  
updated info. for you*

STAT<sup>EIN</sup>   DATE *5/10/90* TIME *9:45*

**Page Denied**

BRIEF HISTORY AND DESCRIPTION  
OF FINE ARTS PROGRAM FOR FEDERAL BUILDINGS

In purchasing art for our New Headquarters Building, we are continuing a longstanding U.S. Government tradition of supporting living American artists through the use of their paintings and sculptures in newly constructed federal buildings as outlined in the Guiding Principles for Federal Architecture, the genesis of which can be traced to a 1962 report by the President's Ad Hoc Committee on Federal Office Space. A direct policy order was implemented in January 1963 establishing an allowance for fine arts of one-half of one percent of the estimated cost of construction for new federal buildings. Accordingly, funding of our New Headquarters Building included an allocation of up to \$895,000 for this purpose.

The Agency elected to take a more conservative approach to our needs and voluntarily reduced the amount set aside to a total of \$401,000. We have worked closely with the panel of experts associated with the General Services Administration's (GSA) Art-In-Architecture Program for the expenditure of these funds. This particular program allows us to apply all of the resources to the art, whereas other options would create substantial consultant or overhead costs.

We feel that we are completely in line with the tradition of incorporating fine art into federal building designs and, concomitantly, in supporting living American artists through the effort associated with our new building. To date, we have commissioned, through GSA, Mr. James Sanborn for a work of sculptural art in the amount of \$250,000. Selection of the artist for a second piece is in process.

~~Confidential~~

DDA-88-1934x

STAT 7. Chairman, F.A.C., reported on art for the new building. A contract has been signed with James Sanborn for a sculpture. We still have to approve his design; no monies will be paid should we disapprove it. [redacted] awarded the contract for an interior design motif, has declined to accept it, and the National Endowment for the Arts is searching for a substitute artist.

STAT 8. Following a meeting with [redacted] the F.A.C. is awaiting a reply from the DCI regarding the tentative choice of Kinsler to paint his official portrait.

9. Other items: It was determined that bust of George Bush, as a representation of a former DCI was appropriate for us to have on display, despite some complaints of political favoritism during the campaign season; chairman, F.A.C. will write letter to the woman who complained about the quality of some frames on the DCI portraits.

~~Confidential~~

STAT

~~CONFIDENTIAL~~ [redacted]

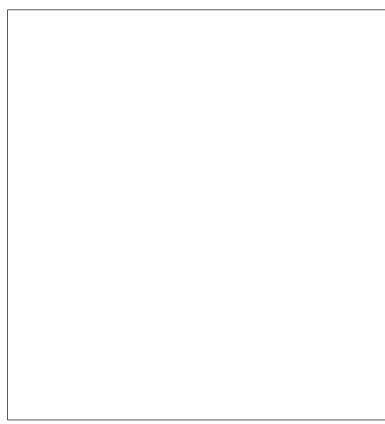
DD/A  
REGISTRY  
89-1118X

20 June 1989

MINUTES OF THE F.A.C. MEETING OF 12 JUNE 1989

1. The Fine Arts Commission meeting of 12 June 1989 was attended by:

STAT



2. The minutes of the previous meeting were accepted as presented.

STAT

3. [redacted] read a letter of protest from [redacted] (OSWR) regarding the Sanborn sculpture now being installed. [redacted] has drafted a reply that outlines the approval process and authorization that occurred related to the signing of a contract. [redacted] was asked to produce a small information board to be placed with the sculpture model in the atrium of the New Headquarters Building.

STAT

STAT

STAT

4. In mid-May, [redacted] attended an out-of-town seminar on corporate art collections. In following up on the useful contacts made at that seminar, [redacted] is looking into borrowing a Seagram's photograph collection (now in the custody of the Library of Congress) of US county courthouses.

STAT

5. Pending business:

STAT

STAT

-- [redacted] reported that she has several books on the Washington Color School that she will make available for public perusal. [redacted] will also look into creating better information cards and labels for the Color School art displayed in the entry corridors of the Old Headquarters Building.

STAT

-- [redacted], after walking through the lobby/atrium area of the New Headquarters Building, have recommended only that a circular couch be placed on the bottom floor near the services booths.

DD/A REGISTRY  
FILE: 1065-16-AR

STAT

~~CONFIDENTIAL~~ [redacted]



CONFIDENTIAL

DD/A Registry  
89-0143X

8 December 1988

MINUTES OF THE FINE ARTS COMMISSION MEETING OF 14 NOVEMBER 1988

The Fine Arts Commission meeting of 14 November 1988 was attended by:

STAT

[Redacted]

STAT

[Redacted] was introduced as the DSI representative vice [Redacted]

In the first order of business, minutes from the previous meeting were accepted.

STAT

[Redacted] the new head of the Federal Women's Program for the Agency, spoke about her attempts to arrange a special exhibit in commemoration of Women's History Month next March. She has been looking into an exhibit of "Women Artists of the New Deal Era" that is available from the National Museum of Women in the Arts and she passed around clippings and brochures regarding the exhibit and the museum. The exhibit, valued at approximately \$132,000 for insurance purposes, is available for rent at something over \$2000. The museum is willing to insure the exhibit if the Agency uses an experienced mover of artistic objects; the OEEO/FWP would bear the costs of the rental. The FAC gave [Redacted] the green light to pursue the securing of the exhibit by raising it with her council members.

STAT

STAT

[Redacted] asked the previous month to draft a proposal regarding a potential artist-in-residence program, did so. The presentation of the draft proposal provided the opportunity for FAC members to debate whether we preferred an artist-in-residence whose mission was solely to create a given number of pieces of art over a specified period or a more hybrid officer who would create art and serve as a curator/coordinator for the Agency's growing collection of art. [Redacted] raised possibility of making the job entirely one of curating and coordinating. The sense of the group --each member was polled individually-- was that the artist-in-residence program, were it to be implemented, should not at this stage be burdened by curatorial and coordination duties.

STAT

STAT

It was agreed that [Redacted] would offer an amended draft proposal at the December meeting for further refinement of the concept and possible bureaucratic action on it.

STAT

[Redacted]

CONFIDENTIAL

DD/A REGISTRY

FILE: Lope 16

CONFIDENTIAL

FAC Mtg/14 November 1988-page 2

An update on the work of the kiosk/bulletin board committee was not available. This will be taken up at the December meeting.

STAT

[redacted] circulated brochures on several table models available for emplacement in the snack bars of the new building. The FAC voted for a fiberglass model that comes in different colored laminates.

An update on the decision to mount some explanatory material on the Melzac collection of Washington Color School art in the main lobby of Headquarters was not available. This will be taken up at the December meeting.

STAT

The FAC disapproved a request from OIR to mount on the ground-floor wall entrance to the library large letters advertising that entrance. The rationale was that the heavy flow of trash carts and mechanical equipment through the GF corridor would likely damage the letters.

[redacted] will follow through with a letter to OIR.

STAT

The FAC concurred in a proposal that OL look into dealing with the slippery quality of the polished stone corridors that lead from the cafeteria areas into the new building. [redacted] will look into placing carpets in those areas.

STAT  
STAT

The FAC disapproved a proposal from OMS to place health-related literature in the restrooms. It was believed that such placements would create too much clutter and that OMS had other means --such as its newsletter and its own lobby area displays-- for disseminating information. [redacted]

[redacted] will follow through with a letter conveying the FAC decision.

STAT

It was agreed that the FAC will, in the future, look into who places notices on the bulletin boards and who bears responsibility for their timely removal. [redacted] will look into drafting a notice for general distribution regarding the need to keep the boards as up-to-date and clean as possible.

Other business:

--the DCI has approved Kinsler for his official portrait.

--The Director of the Hirshhorn would like to come to see the Washington Color School art in the lobby of Headquarters Building.

STAT

[redacted] will look into arranging this.



--James Sanborn will present a maquette of his proposed sculpture for NEA panel and Agency consideration on 29 November. At the same meeting, the attendees will review choices for a graphics artist for the new building.

STAT

The next meeting of the FAC will be at 1100 hours on Monday, 12 December.

[redacted]

CONFIDENTIAL

CONFIDENTIAL

8 December 1988

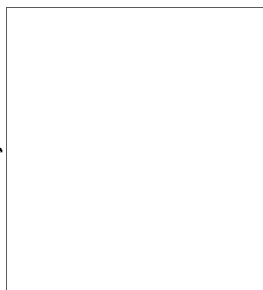
MINUTES OF THE FINE ARTS COMMISSION MEETING OF 29 NOVEMBER 1988



A special meeting of the Fine Arts Commission took place 29 November 1988 to review the concrete proposal offered by James Sanborn for a sculpture for the new building and to review slides of five graphics artists' work in support of a decision on a contract that would substitute for that earlier offered Matt Mulligan.

The meeting was attended by Marilyn Farley of GSA's Art and Architecture Group, by four members of the National Endowment for the Arts panel that she has put together for the Agency compound project, by James Sanborn, and the following Agency Personnel:

STAT



FAC chairman  
FAC member  
FAC Member  
FAC member  
interior designer, OL; adviser to FAC  
, Deputy Director for Administration  
xecutive Director, CIA  
xecutive Assistant, DDA

The model presented by Sanborn showed a sculpture composed primarily of slabs of red granite, with verdigris copper plates (pierced by frequency code alphabet tables), lodestone, and petrified wood used as secondary materials. Sanborn proposed locating elements of the sculpture at three sites: the walkway from the parking structure in West Lot to the new building, the northwest corner of the courtyard formed by the two buildings, and the eastern edge of the courtyard against the glass wall of the cafeterias. His maquette showed the inclusion of a small whirlpool at the second site and of a larger, still pool surrounded by miscanthus grass at the third. The third site would, moreover, include a meteorite to be obtained from the southwestern United States. He estimated that the project would take 1 to 2½ years to complete, noted that he was still refining the details of the project, and asked to be allowed some flexibility in that refining process.

All members of the NEA panel, as well as all Agency personnel listed above, were enthusiastic about the proposed theme of the sculpture and Sanborn's early ideas for its execution. A few suggestions were made: that two slabs, vice a possible three, be used for the walkway site, and that the style and placement of walyway lights and courtyard picnic tables might need to be

STAT



CONFIDENTIAL

CONFIDENTIAL

Minutes-29 November/page 2

redesigned once the sculpture was in place.

The five artists considered for the graphics contract for the new building were:

Charles Luce, a specialist in the use of signage and symbols, whose work tends to be unidimensional in mode and intimate in scale.

Terry Allen, a performance artist who specializes in installations that often have light and sound enhancements and text that refers, on many occasions, to the Vietnam War.

Tom Green, a producer of large-scale paintings that (in the words of this recording officer) bear a strong resemblance to Australian aboriginal paintings.

Jonathan Burafski, who specializes in flat presentations of world flag symbols.

Vernon Fisher, who relies heavily on narrative text in his pieces.

STAT The NEA panel had no consensus in their rankings of the suitability of the artists. [redacted] speaking for the Agency, expressed a preference for giving top consideration to Charles Luce and Tom Green. Because questions were raised by NEA panel members regarding the willingness of several of these artists to take on a contract for the Agency, it was agreed that [redacted] would telephone each of the five, determine that willingness, and then --by a telephonic conference call-- get the sense of the panel. The panel's recommendations will then be forwarded to Chairman, FAC.

STAT



FAC

CONFIDENTIAL

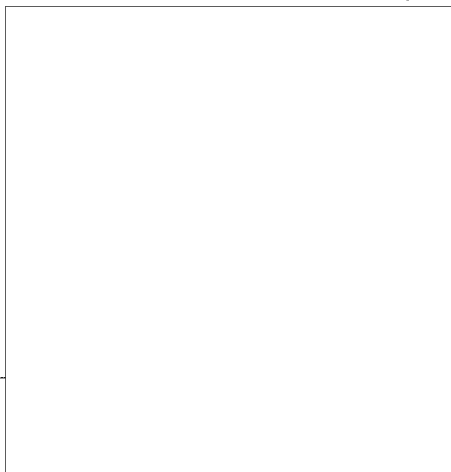
**Page Denied**

27 December 1988

MINUTES OF THE FINE ARTS COMMISSION MEETING OF 12 DECEMBER 1988

The Fine Arts Commission meeting of 12 December was attended by:

STAT



Minutes from the previous meeting were accepted.

STAT

Furthger discussion regarding [redacted] proposal to establish an artist-in-residence program was deferred until the January meeting because [redacted] --who are working on drafting the relevant legal document-- were not able to attend. [redacted] had, however, sent a letter expressing her views about the program, and [redacted] read this to the group. Her major concerns dealt with funding such a program in a period of budgetary constraints.

STAT

STAT

STAT

STAT

[redacted] repopted that the Office of Security had been asked to place security barriers (eg, concrete vehicle barriers) on the long approach from West Lot to the NHB. It was agreed that the security requirement was legitimate but that James Sanborn would be contacted for advice on a barrier design compatible with his proposed sculpture.

STAT

STAT

[redacted] reported a request asking that signs be placed outside each restroom in the NHB saying 'Please open door slowly.' [redacted] suggested that the more gebneral problem of hard-to-open doors on the new restrooms be reviewed in the Office of Logistics. The issue of FAC approval for the signs was deferred.

STAT

[redacted] reported on behalf of the Bulletin Board Committee. She suggested that proper bulletin boards, covered with fabrics that match the elevator areas of the NHB, be installed, but that bulletin boards be kept out of the NHB atrium area. The Office of Logistics will look into getting this done.

Confidential

CONFIDENTIAL

STAT [redacted] reported considerable positive feedback on the White House Christmas card display. She announced the following schedule for upcoming exhibits:

- January: Afghainstan
- February: Black History Month exhibit cancelled. Afghanistan exhibit to be extended.
- March: Lithographs of Women Artists
- April: Employee Photographs
- May: Bill of Rights Bicentennial

STAT [redacted] reported that FBIS, in anticipation of its 50th anniversary in early 1991, had asked to reserve the exhibit corridor for mid-February to mid-March 1991. [redacted] will advise [redacted] to contact the EEO to seek a compromise as the corridor is usually reserved in February and March for Black History Month and Women's History Month.

STAT [redacted] also reported that [redacted] had called regarding an exhibit in connection with Deaf Awareness Week. She was advised to contact the Handicapped Program to possibly join forces.

STAT [redacted] reported that he had prepared a memorandum for the DCI, DDCI, DDA, and Executive Officer seeking final approval for the Sanborn sculpture proposal. (ADDENDUM: On 19 December, [redacted] briefed the DCI and DDCI on the sculpture and won their approval for it.) John showed the FAC a color sketch that demonstrated the two courtyard elements of the Sanborn preposal. He also briefed the meeting on the slides shown 29 November at a special meeting of the FAC convened to help choose a new graphics artist for NHB.

STAT [redacted] announced that additional monies had been budgeted to cover per diem and framing costs of the portrait of the DCI to be done by Raymond Kinstler.

STAT [redacted] plans to attend an out-of-town colloquium on corporate art collections. He has also asked the Office of General Counsel to determine whether we can solicit private businesses regarding the loan or donation of art.

The next meeting of the FAC will be held at 1100, Monday, 9 January.

STAT [redacted]  
Secretary, FAC

CONFIDENTIAL

DATE

TRANSMITTAL SLIP

6-8-90

TO:

~~Bill Paul~~

ROOM NO.

BUILDING

REMARKS:

Sculptor info  
that may be of  
interest

STAT ROOM



ROOM NO.

BUILDING

EXTENSION



NEW HEADQUARTERS BUILDING SCULPTURE

AUTHORITY: GSA Art-in-Architecture program

ARTIST: James Sanborn

COST: \$250,000.00

BACKGROUND: In March 1987, the New Building Project Office (NBPO) approached the Fine Arts Commission with a request for assistance in determining an art focus for the new structure. Up to 1/2 of one percent of the building cost could be allocated to this purpose and the NBPO had set aside \$400,000.00. There were several avenues that could be pursued, and in the end the Commission, with DA approval, decided to work through the GSA Art-in-Architecture program in order to select artists to create works for the interior and exterior of the new facility.

Selection of five artists was made by a panel composed of two museum officials, two local artists and the building architect, followed by a final narrowing to two by the GSA Administrator and the Chairman of the National Endowment for the Arts. 500 portfolios were reviewed; many arrived in response to newspaper publicity. James Sanborn was selected to create sculpture in the courtyard and outside the West Entrance. His use of native stone and interest in information, and the timelessness of it, appealed to the panel and Agency personnel. Following his selection, he presented a model of his proposed project to Commission, the Director of Administration and the Executive Director/DCI. All approved the project with enthusiasm.

JAMES SANBORN: The artist is a native Washingtonian who has been a noted member of the art scene for over twenty years. He holds an MFA from the Pratt Institute, NY and also studied archeology at Oxford University, England. He has won several awards and his works are included in many private and public collections.

THE PROJECT: The project includes tilted quartz and granite clusters, reminiscent of the stone outcroppings which existed at the Agency site prior to construction. Combined with this material are copper plates with messages in various codes and ciphers. The artist considers all messages to be benign and aims to present a game for viewers.

James Sanborn - Notes

Native Washingtonian - noted member of the D. C. art scene for over 20 years

MFA Pratt Institute, NYC  
A year of archaeology study at Oxford

Initial creations were large concrete and steel constructions

Since 1981, constructions are fashioned from subtly colored and patterned sandstone

Works exude an aura of prehistory - the beginnings of the earth, natural processes of creation

His experiences of rock climbing in the canyons of the West has given him the sensitivity and understanding of the positioning of rocks as they appear in nature

He carefully selects and orders multicolored rocks to create abstract records; beautiful and striking reminders of the magnificent and awesome processes that not only formed the planet's terrain, but constantly recur

Simple geometric outlines of his work are really purposeful arrangements to portray the nature and perception of another time

What began as recreations of the evidence of natural forces has moved into the realm of metaphysical and mythical allusions

He seeks new ways to render the invisible, visible. Many sense a silent, meditative, almost reverent atmosphere that exudes from his works

He focuses on geometric time which preceded us and will undoubtedly continue beyond us  
Focus on magnetism and investigations of it, led to fairly arcane areas, such as lodestones (iron ore that has become magnetized as the result of being struck by lightning). He says, "The amazing thing is that, with few exceptions, there was virtually no new information since the 1600s."

"Buddhism and Shintoism celebrate the forces in nature, in the connections between the spiritual and the natural," says Sanborn. "They encourage awe in the face of natural forces. I'm trying for the same sense of awe in my work" by dealing in contrasts - raw/elegant, new/timeless, light/shadow

December 15, 1989

Dear Agency Employees:

I am writing this letter to give you an idea of what I am up to at the Agency, and to explain those big tilted slabs of stone.

The stonework in the courtyard and at the entrance to the new building serves two functions.

First, it creates a natural framework for the project as a whole and is part of a landscaping scheme designed to recall the natural stone outcroppings that existed on this site before the Agency, and that will endure as do mountains.

Second, the tilted strata tell a story like pages of a document. Over the next several months, a flat copper sheet through which letters and symbols are cut will be inserted between these stone "pages." This code, which includes certain ancient ciphers, begins as International Morse and increases in complexity as you move through the piece at the entrance and into the courtyard. Its placement in a geologic context reinforces the text's "hiddenness" as if it were a fossil or an image frozen in time.

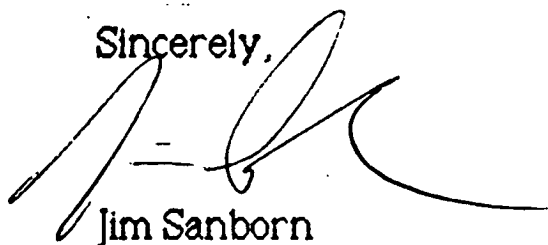
An installation in the courtyard further explores this theme. On the paved surface, supported by a petrified tree, will stand a curved, vertical copper plate. Approximately 2000 letters of the alphabet are cut through this plate (a process which requires four months of work). The left side of the plate is a table for deciphering and enciphering code, developed by Blaise de Vigenere in 1570.

The right side is a text that can be partly deciphered by using the table and partly by using a potentially challenging encoding system. The text, written in collaboration with a prominent fiction writer, is revealed only after the code is deciphered.

My choice of materials, like code, conveys meaning. At the entrance, a lodestone (a rock naturally magnetized by lightning) refers to ancient navigational compasses. The petrified tree recalls the trees that once stood on this site and that were the source of materials on which written language has been recorded. The copper, perforated by text, represents this "paper." I also use another symbol; water. In a small pool on the plaza, partly surrounded by the copper plate, water will be turbulent and provocative, constantly agitated into standing waves. In the other pool, located among trees in the courtyard and between two massive outcroppings, water will be calm, reflective, contemplative. Other materials around the site - large stones, ornamental grasses, and small trees - are designed to make the natural features surrounding the Agency more visually interesting and thought provoking.

My work at Langley is approximately two thirds complete. If you see me or my apprentices working, please don't hesitate to ask questions about the work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Sanborn', with a large, sweeping flourish extending to the right.

Jim Sanborn

Copy of GSA Contract  
with Artist for Artwork  
on New Headquarters Building

REFERENCE: GS11P88EGC0237

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

CONTRACT FOR ARTIST'S SERVICES

Jim Sanborn

Artist

Exterior Sculpture(s)

Type of Artwork

\$250,000.00

Fee Amount

Headquarters Expansion

Building Project

McLean, Virginia

Building Location

REFERENCE: GS11P88EGC0237

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- Inspection and Acceptance
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REFERENCE: GS11P88EGC0237

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REFERENCE: GS11P88EGC0237

Information Collection Requirements. Information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paper Work Reduction Act and assigned OMB Control No. 3090-0163.

**PART I - THE SCHEDULE**

**SECTION A**

**SOLICITATION, OFFER AND AWARD**

**STANDARD FORM 33**

**I-A**

**SOLICITATION, OFFER AND AWARD** UNDER DPAS (15 CFR 350)

2. CONTRACT NO. **GSIIIP88EGC0237**

3. SOLICITATION NO. \_\_\_\_\_

4. TYPE OF SOLICITATION:  SEALED BID (IFB)  **NEGOTIATED (RFP)**

5. DATE ISSUED \_\_\_\_\_

6. REQUISITION/PURCHASE NO. \_\_\_\_\_

7. ISSUED BY: **General Services Administration, NCR  
Construction Contracts Division (WQPP)  
7th & D Streets, SW, Room 2634,  
Washington, DC 20407**

8. ADDRESS OFFER TO (If other than Item 7) \_\_\_\_\_

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, c handcarried, in the depository located in N/A until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: **TOM SHERRY** B. TELEPHONE NO. (Include area code) (NO COLLECT CALL) **(202) 472-4534**

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within N/A\* calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the prices opposite each item, delivered at the designated point(s), within the time specified in the schedule. \* cf. 52.214-16, page IV-L-4

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
<u>N/A</u> %	<u>N/A</u> %	<u>None</u> %	<u>None</u>

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: **Herbert James Carbone JR**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **Suzanne DUNS #189631336**

15B. TELEPHONE NO. (Include area): \_\_\_\_\_

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE: *[Signature]*

18. OFFER DATE: **July 29, 85**

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED: **A thru L & Price Proposal**

20. AMOUNT: **\$250,000**

21. ACCOUNTING AND APPROPRIATION: **192.8.80.P1140001.RK1.25.516.**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)( )  41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) - **Section G**

24. ADMINISTERED BY (If other than Item 7) CODE \_\_\_\_\_

25. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_

Cf. page I-G-5 of Contract

26. NAME OF CONTRACTING OFFICER (Type or print): **Claude G. Bernier**

27. UNITED STATES OF AMERICA: *[Signature]* (Signature of Contracting Officer)

28. AWARD DATE: **7/29/85**

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

REFERENCE: GS11P88EGC0237

REMITTANCE ADDRESS:

When the contractor wishes payments to be mailed to an address other than that indicated on the Standard Form 33, Solicitation, Offer and Award, he shall insert the proper remittance address in the space provided below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
N/A  
\_\_\_\_\_

REFERENCE: GS11P88EGC0237

**PART I**

**SECTION B**

**SUPPLIES OR SERVICES AND**

**PRICES/COSTS**

**I-B**

REFERENCE: GS11P88EGC0237

**PART I - SECTION B**  
**Supplies or Services and Prices/Cost**

**B.1. Description of Services**

The Artist shall provide all personnel, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and ensure effective performance of all services described herein. The Artist will be required to execute the approved design, provide the necessary base support and install the completed work(s) at the designated location.

**B.2. Offer for Services**

The total firm-fixed-price for completing all work under the contract is

\$250,000.00.

REFERENCE: GS11P88EGC0237

**PART I**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/**

**WORK STATEMENT**

**I-C**

REFERENCE: GS11P88EGC0237

PART I - SECTION C

C.1. Scope of Services

(a) The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design and execution of the work(s) to be placed in the location shown on Contract Drawing No. N/A, in an artistic, professional manner and in strict compliance with all terms and conditions of this contract.

(b) The Artist shall determine the artistic expression, subject to its being acceptable to the Government. The Government may require multiple submissions of the Artist's proposed work(s) in determining acceptability. The Artist shall make formal presentations to the Government, which should include sketches or other documents which shall convey a meaningful presentation of the work(s). The Artist shall allow 30 calendar days for the Government to determine acceptability of the proposed artistic expression(s).

(c) The work(s) shall be of materials and sizes mutually acceptable to the Government and to the Artist.

(d) The Artist shall execute and install the work(s) to the satisfaction of the Contracting Officer's Representative.

(e) Upon installation the Artist shall provide written instruction to the Contracting Officer for appropriate maintenance and preservation of the artwork, before final payment is made. The Government is responsible for the proper care and maintenance of the work(s).

(f) The Artist shall furnish the Government with photographs of the finished work(s) as installed. Security considerations require that all on-site photographic work will be accomplished through the Site Security office. Color, black and white negatives and prints will be required. In addition, 35mm color slides are to be provided to the Government.

(g) Security requirements.



Public Buildings Service  
Washington, DC 20405

ART-IN-ARCHITECTURE PROGRAM

ARTIST'S QUESTIONNAIRE

Artist: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Type of Artwork: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Building Location: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Dimensions (height x width x depth in feet and inches):  
\_\_\_\_\_

Weight: \_\_\_\_\_

Construction, composition of the work (for the following, please use dates, methods, and products used):

1. Materials (kind, variety, quality; preparatory work, joining of blocks, hollowing out, etc.):

2. Medium or construction (description of assemblages, materials, and methods):

Support:

Medium:



Ground (preparation of surface before painting etc;  
adhesion, cohesion):

Paint Layer:

Surface coating (finished layer):

3. Recommendations for care and maintenance:

4. Fabricator (if fabricated other than by yourself):

Name \_\_\_\_\_

Address \_\_\_\_\_

State \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

5. Additional Comments:

Artist's Signature \_\_\_\_\_ Date \_\_\_\_\_

Artist's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Enclosed is a self-addressed stamped envelope for your  
convenience in returning the Questionnaire.

C-1.b

REFERENCE: GS11P88EGC0237

### Security Requirements

The building and/or site, wherein the art work(s) as provided under this Agreement are to be performed, is under strict security control. Contractor agrees on behalf of himself and all subcontractors that he will assign only U.S. citizens to perform the work. U.S. citizens only will be granted access to premises, in connection with the performance of this Agreement, and will be subject to the Espionage or other Federal Laws relating to improper disclosure of classified information.

Denial of entry of Contractor personnel on the basis that the Contractor failed to provide information required by this clause will not relieve the Contractor of any cost burden incurred by the Contractor in attempting to perform the work.

Prior to the installation, the Contractor must supply the name of the crew leader and the approximate number of personnel entering Agency properties after normal working hours to the Contracting Officer's Representative (COR) hereof. All vehicles and occupants must be preapproved for entry at the site. To be granted access for the performance of the work, it will be the responsibility of the Contractor to ensure that the necessary information has been provided before proceeding to the site entry point. The COR will take the appropriate action to notify the security access points before the Contractor arrives to ensure that the Contractor will be granted approval to proceed to the work site.

REFERENCE: GS11P88EGC0237

## SECURITY REQUIREMENTS

1. "Bidders" Information
2. Contractor/Subcontract Agreement
3. Site Activities
4. Security Planning

### 1. "Bidders" Information

#### Government Site Security Regulations

"Bidders" will be required to comply with Government site security regulations, including providing necessary personnel information relevant to ownership/management of bidder companies. Refer to the article "Bidding Information" in the bidding requirements. The Government reserves the right to exclude or remove from the site any employee of the contractor or subcontractor that the Government deems careless, insubordinate or otherwise objectionable or whose continued employment or access on the site is deemed by the Government to be contrary to the best interests of the Government.

#### Overtime

To allow the Government the time necessary to perform its required daily security inspection of the work in private, overtime work by contractor, including the delivery of products, will be approved only in the most exceptional of circumstances, and then only for work on weekdays between 1600 and 1800 hours. (Work on weekends will occur only when the Government so directs.) Requests for overtime and for access to the site outside the hours specified under the article "Site Activities" herein, shall be made in writing to the contracting officer not less than five calendar days in advance of need.

### 2. Contractor/Subcontractor Agreement

The contractor agrees, and will make it a specific provision of his subcontracts, that the following security regulations will be observed by contractor/subcontractor personnel on the construction site, and that the facilities and procedures described in the following subparagraphs will be made operative at the commencement of work under this contract:

REFERENCE: GS11P88EGC0237

Only United States citizens are permitted to work on the construction site. After award, the contractor and all sub-contractors shall provide information regarding all personnel who require or cease to require continuing access to the site. In order to permit the Government to supply badges to allow access for on-site personnel, contractor shall cause each individual to fill out a personal history statement (PHS Form CP-100) - refer to Appendix for example. The PHS will be provided in advance by the Government to the contractor. Processing of the PHS will be performed by the Government personnel at Government expense.

A PHS shall be completed for each contractor employee who is to work on the site in excess of a total of five calendar days. An abbreviated PHS (Sections I and VII of Form CP-100) shall be completed for those employees who are to work on the site less than any five calendar days.

When an individual reports initially to the site for work the first time, the contractor shall allow a period of two hours for security processing, to include a review of Form CP-100, fingerprinting, fabrication of a site badge, and a security/safety/code-of-conduct briefing. Upon the signing of Form CP-100 and badging, the contractor employee will be allowed access to the construction site. The badge furnished by the Government to each contractor employee or other person granted access to the site will serve to authorize the wearer to enter and leave the construction site. The badge shall be worn on the upper part of the body so as to be clearly visible at all times when on the work site. The badge shall be retained by the individual as long as he or she requires continued admittance to the site, but the contractor shall arrange for its immediate return to the Government when such need no longer exists.

Visitor badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the site.

Security checks will be made on all contractor employees. Falsification of the PHS or violation of the site security/safety/code-of-conduct requirements will result in access to the site being denied. Random personnel/vehicle property inspections will be conducted by security.

REFERENCE: GS11P88EGC0237

### 3. Site Activities

#### Access to Site

Normally, the site will be open to contractor access between 0630 and 1600 hours, Monday through Friday. Products and equipment shall be delivered or removed during the above hours. Access for personnel and product and equipment delivery and removal shall be through site security check points. All material deliveries to the site by noncontractor vehicles will require a bill of lading before being given site access. Contractor access will be restricted to the construction site only. Request for contractor personnel access outside the site shall be submitted in writing to the contracting officer and receive prior approval.

#### Personal Vehicles

Personal vehicles belonging to construction personnel will be required to park within a site-security-identified fenced area adjacent to the construction site. The area shall be kept free of debris by the contractor. Only those contractor-owned vehicles identified by the contractor to the contracting officer in writing will be allowed access to the site. The construction site speed limit will be 15 MPH for all vehicles.

The construction or removal of any temporary partition or connection to existing structures occupied by the Government shall be submitted in writing to the contracting officer and receive prior approval.

#### Prohibited Items

The following are prohibited on the job site: alcohol, explosives, nonprescription drugs, weapons, gambling, and cameras.

#### Conduct and Dress

An acceptable standard of conduct and dress shall prevail. Shirts shall be worn at all times.

REFERENCE: GS11P88EGC0237

**Protection of Tools and Equipment**

Contractor is responsible for protection of his tools and equipment and for products intended for use in construction of the project. Specified security requirements notwithstanding, the Government will bear no responsibility for protection of contractor's tools and equipment and the construction products.

**Communication Devices**

Types and radio frequencies of the communication devices the contractor intends to use shall receive Government approval before the devices are used.

**4. Security Planning**

To assist the Government security planning and staffing and to help in avoiding security-required delays, contractor shall submit, in writing, to the contracting officer not less than five calendar days in advance of the anticipated event, notice of proposed changes in established project schedules, impending safety concerns, and other potentials for changes in the established security operations.

Q711766E9LW71

Form CP-100

FOD Date Appendix 'A'  
Departure Date \_\_\_\_\_  
Badge No. \_\_\_\_\_

I. Name (In Print) \_\_\_\_\_  
(Last) (First) (Middle)

1(a) AKA \_\_\_\_\_ SSN \_\_\_\_\_

2 DOB \_\_\_\_\_ POB \_\_\_\_\_

2(a) Citizenship \_\_\_\_\_ Date Naturalized \_\_\_\_\_ No. \_\_\_\_\_

3 Employer \_\_\_\_\_ Occupation \_\_\_\_\_

4 Military Service \_\_\_\_\_ From/To \_\_\_\_\_ Serial No. \_\_\_\_\_

4(a) Type Discharge/Separation \_\_\_\_\_ Clearances \_\_\_\_\_

5 Foreign Travel:

	<u>Country</u>	<u>From/To</u>	<u>Purpose</u>
5(a)	_____	_____	_____
5(b)	_____	_____	_____
5(c)	_____	_____	_____

6 Arrests:

	<u>Date/Location</u>	<u>Charge</u>	<u>Disposition</u>
6(a)	_____	_____	_____
6(b)	_____	_____	_____
6(c)	_____	_____	_____

7 Foreign contacts, including relatives, during the past five (5) years:

	<u>Name</u>	<u>Address</u>	<u>Date(s) of Contact</u>
7(a)	_____	_____	_____
7(b)	_____	_____	_____
7(c)	_____	_____	_____
7(d)	_____	_____	_____

II. Relatives:

8(a) Spouse \_\_\_\_\_ DOB/POB \_\_\_\_\_  
Address \_\_\_\_\_ Employer \_\_\_\_\_

8(b) Father \_\_\_\_\_ DOB/POB \_\_\_\_\_  
Address \_\_\_\_\_ Employer \_\_\_\_\_

8(c) Mother \_\_\_\_\_ DOB/POB \_\_\_\_\_  
Address \_\_\_\_\_ Employer \_\_\_\_\_

8(d) Brother \_\_\_\_\_ DOB/POB \_\_\_\_\_  
Sister \_\_\_\_\_

8(e) \_\_\_\_\_ DOB/POB \_\_\_\_\_

8(f) \_\_\_\_\_ DOB/POB \_\_\_\_\_

8(g) \_\_\_\_\_ DOB/POB \_\_\_\_\_

III. Education:

	<u>Name</u>	<u>Address</u>	<u>Date Graduated</u>
9(a) High School	_____	_____	_____
9(b) Jr.- College	_____	_____	_____
9(c) College	_____	_____	_____
9(d) Vocational	_____	_____	_____

IV. Employment history for past five (5) years or last three jobs:

	<u>Employer</u>	<u>From/To</u>	<u>Job Address</u>
10(a)	_____	_____	_____
10(b)	_____	_____	_____
10(c)	_____	_____	_____

V. Residences for past five (5) years or last four (4) addresses:

	<u>From/To</u>	<u>Address</u>
11(a)	_____	_____
11(b)	_____	_____
11(c)	_____	_____
11(d)	_____	_____

VI. List three (3) non-relative references who have known you for the past five years:

	<u>Name</u>	<u>Address</u>	<u>Years Known</u>
12(a)	_____	_____	_____
12(b)	_____	_____	_____
12(c)	_____	_____	_____

VII.

I hereby declare that the above information is true and factual to the best of my knowledge. I also acknowledge receiving the construction site Security/Safety/Code of Conduct briefing and understand that my failure to abide by the requirements or falsification of form CP-100 can result in my being denied access to the construction site with resulting loss of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Briefing Officer

\_\_\_\_\_  
Date



REFERENCE: GS11P88EGC0237

**PART I**

**SECTION D**

**PACKAGING AND MARKING**

**I-D**

REFERENCE: GS11P88EGC0237

**PART I - SECTION D**  
**Packaging and Marking**

**D.1. Packaging**

The Artist shall be responsible for prepayment of all mailing and shipping charges on sketches, drawings, specifications, models, or other submissions to the Government.

**D.2. Marking**

All submissions to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract deliverables are being submitted.

REFERENCE: GS11P88EGC0237

**PART I**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**I-E**

REFERENCE: GS11P88EGC0237

**PART I - SECTION E**  
**Inspection and Acceptance**

**1. The Role of Government Personnel and Responsibility for Contract Administration.**

(a) **Contracting Officer.** The contracting officer has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he may delegate certain other responsibilities to his authorized representatives.

(b) **Contracting Officer's Representative (COR).** The COR is designated as the contracting officer's representative to assist him in the discharge of his responsibilities when he is unable to be directly in touch with the contract work. The responsibilities of the contracting officer's representative include, but are not limited to: determining the adequacy of performance by the Artist in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contracting officer of any factors which may cause delay in performance of the work.

**E.2. Acceptance**

**E.2.1. Acceptance of all deliverables under this contract will be reviewed for approval by the Contracting Officer's Representative prior to final acceptance by the Contracting Officer.**

REFERENCE: GS11P88EGC0237

## 52.246-12 INSPECTION OF CONSTRUCTION (JUL 1986)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test; or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

REFERENCE: GS11P88EGC0237

552.246-75

## GUARANTEES (FEB 1986)

(a) Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for 1 year after the date of final acceptance or the date the equipment or work was placed in use by the Government, whichever occurs first.

(b) If, within any guarantee period, the Contracting Officer finds that guaranteed work needs to be repaired or changed because of the use of materials, equipment, or workmanship is inferior, defective, or not in accordance with the terms of the contract, the Contracting Officer shall so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the Government:

(1) Place in a satisfactory condition all guaranteed work;

(2) Satisfactorily correct all damage to equipment, the site, the building or contents thereof, which is the result of such unsatisfactory guaranteed work; and

(3) Satisfactorily correct any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work materials and equipment that may have been guaranteed under another contract. Should the Contractor fail to proceed promptly in accordance with the guarantee, the Government may have such work performed at the expense of the Contractor.

(c) Any special guarantees that may be required under the contract will be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

(d) The Contractor shall obtain each transferable guarantee or warranty of equipment, materials or installation thereof which is furnished by any manufacturer, supplier or installer in the ordinary course of the manufacturer's, supplier's, or installer's business or trade. In addition, the Contractor shall obtain and furnish to the Government all information which is required in order to make any such guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract.

(End of Clause)

REFERENCE: GS11P88EGC0237

**PART I**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**I-F**

REFERENCE: GS11P88EGC0237

**PART I - SECTION F**  
**Deliveries or Performance**

**F.1. Deliveries**

The Artist shall complete all work as follows:

**F.1.1.** The design required by Section C.1.(b) within 90 days after the Notice to Proceed (NTP).  $7-29-88 + 10 \text{ DAYS} = 290 = 8-8-88$

**F.1.2.** Fabrication and installation of work required by Section C.1.(c) and (d) by 500 days after NTP.  $367-220 = 147$

**F.1.3.** Photographs of all aspects of the finished work as required by Section C.1.(f) by 500 days after NTP.  $12-21-89 - 145 = 355$

**F.1.4.** Maintenance and preservation instructions required by Section C.1.(e) by 500 days after NTP.

**F.2. Performance**

**F.2.1. Correspondence**

Work under this contract is expected to commence on NTP date. All correspondence from the Artist must be directed as follows:

**Original:** Arthur J. Carlucci, Project Manager

**One Copy:** Art-In-Architecture Program (PQBP)  
General Services Administration  
18th & F Streets, N.W.  
Washington, D.C. 20405



REFERENCE: GS11P88EGC0237**F.3. FAR 52.212-13 STOP-WORK ORDER (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

REFERENCE: GS11P88EGC0237

**F.4. FAR 52.212-15 GOVERNMENT DELAY OF WORK (APR 1984)**

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in any amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

REFERENCE: GS11P88EGC0237

**PART I**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**I-G**

REFERENCE: GS11P88EGC0237

PART I - SECTION G  
Contract Administration Data

G.1. Method of Payment

(a) The total price (TP) of the contract shall constitute full compensation for all approved services described in this contract. Progress payments shall be made in accordance with the following schedule:

- (1) Upon acceptance of the design submission, 40% T.P.
- (2) After fabrication of 50% of the work, 40% T.P.
- (3) After fabrication of 100% of the work, 10% T.P.
- (4) After installation has been completed, 8% T.P.
- (5) After acceptance of maintenance and preservation instruction and photographic documentation, 2% T.P.

(b) Payments

The Government will pay the Artist, upon the submission of proper invoices or vouchers, progress payments as stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract, payment shall be made on partial deliveries accepted by the Government if (a) the amount due on the deliveries warrants it; or (b) the Artist requests it and the amount due on the deliveries is at least \$1,000.

(c) Prior to final payment, the Artist shall furnish the Government with a release of claims against the Government under this contract, other than such claims as the Artist may except. He shall describe and state the amount of each excepted claim.

G.2. Invoice Requirements

Note: Full payment of invoices (without retention) after 50% completion is optional and is at the discretion of the Contracting Officer.

**G.2.1. GSAR 552.232-72 INVOICE REQUIREMENTS (DEC 1984)**

(a) Invoices shall be submitted in an original and 3 copies to the Government office designated in this contract or on the delivery order to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number.
- (3) Delivery order number or other authorization for delivery of property or services.
- (4) Item number, national stock number (NSN) or other product identification number, description, price, and quantity of property or services actually delivered or rendered.
- (5) Shipping and payment terms.
- (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.
- (7) Information necessary to enable the Government to make payment by wire transfer shall be furnished in accordance with the method of payment clause in Section II-I of this contract.

(b) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

- (1) Data as prescribed in clause 52.232-25 (Feb 88).

REFERENCE: GS11P88EGC0237

### G.3. Contractor's Responsibility

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

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

(b) Warranties. The Artist guarantees all work to be free from defective or inferior materials and workmanship for one year after the date of final acceptance by the Government. If within one year the contracting officer finds the work in need of repair because of defective materials or workmanship, the Artist shall, without expense to the Government, promptly and satisfactorily make the necessary repairs.

(c) Slippage. Should the Government review and approval time extend beyond a five (5) day review period and cause slippage, the contract period will be extended for a like number of days. The Artist is required to report immediately when slippage in the schedule is evident and to submit a revised schedule for approval to the Contracting Officer as soon as practicable thereafter.

### G.4. Artist's Recognition/Credit

#### (a) General.

The Government will allow the Artist to prepare and install at the site an "approved" plaque identifying the Artist, the title of the work, year of installation and the commissioning office. The plaque may be provided by the Government.

REFERENCE: GS11P88EGC0237

PART I - SECTION G  
Contract Administration Data

G.5. The Role of Government Personnel and Responsibility for Contract Administration.

(a) Contracting Officer

The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he/she may delegate certain other responsibilities to his/her authorized representatives.

The Contracting Officer for this contract is:

[Redacted Name]

STAT

(b) Designation of Contracting Officer's Representative

The Contracting Officer will designate a Contracting Officer's Representative (COR) under this contract who shall act on the behalf of the Contracting Officer in the technical administration of this contract.

The COR's responsibilities under this contract are to:  
(1) Provide technical direction within the scope and limitation provided in the contract; (2) inspect and evaluate the work performed in the contract; (3) assist the Artist in interpreting technical requirements and in obtaining other technical assistance as may be necessary; and (4) advise the Contracting Officer as difficulties arise which may disrupt or hinder performance.

NOTE: The COR may issue written or oral clarifications to Section C (STATEMENT OF WORK) of the contract. However, actions affecting the scope of services shall be in accordance with the CHANGES clause of this contract, and are subject to the limitation of authority granted to the COR by the Contracting Officer.

REFERENCE: GS11P88EGC0237

PART I - SECTION G  
Contract Administration Data

G.6. The Contracting Officer's Representative (COR) for the technical administration of this contract is:

ARTHUR J. CARLUCCI, GSA's Site Construction  
Project Manager.



REFERENCE: GS11P88EGC0237

**PART I**

**SECTION H**

**SPECIAL CONTRACT**

**REQUIREMENTS**

**I-H**

REFERENCE: GS11P88EGC0237

**PART I - SECTION H**  
**Special Contract Requirements**

**H.1. Ownership**

The works created under this agreement shall be the sole property of the United States Government. The General Services Administration will convey the approved presentation study (model, design, rendering) to the National Museum of American Art, the Smithsonian Institution.

**H.2. Copyright**

The copyright of the work and related materials shall belong exclusively to the Artist. The Artist, however, shall not publicly exhibit the final work nor make any actual size reproductions of the finished work except by written permission of the Government.

The Government shall have the right to include photographs or other representations of the work in publications, catalogues, reports or poster provided there is prominent reference to the fact that the work was created by the Artist.

**H.3. Travel**

All travel by the Artist and his/her agents or employees as may be necessary for proper performance of the services required under this contract is included in the fee amount set out in Section B and shall be at no additional cost to the Government.

**H.4. Site Visit**

Artists are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**H.5. Work Oversight in Artist Contracts**

The extent and character of the work to be done by the Artist shall be subject to the general oversight, supervision, direction, control and approval of the C.O.R.

REFERENCE: GS11P88EGC0237

**PART II - CONTRACT CLAUSES**

II-I

REFERENCE: GS11P88EGC0237

SUPPLEMENTARY CLAUSES  
ART-IN-ARCHITECTURE SERVICES

<u>CLAUSES</u>	<u>CLAUSE TITLES</u>
52.219-6	Notice of Total Small Business Set Aside (APR 84)
52.228-5	Insurance - Work on a Government Installation (APR 84)
552.228-76	Insurance (APR 84)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)
552.237-71	Qualifications of Employees (APR 84)
552.228-75	Workmen's Compensation Laws (APR 84)
52.204-2	Security requirements (APR 84)- Alternate II
52.243-1	Changes - Fixed Price (AUG 87)- Alternate II (APR 84)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 84)
52.246-25	Limitation of Liability - Services (APR 84)

II-I-1

REFERENCE:GS11P86 EGC0237

52.232-25 Prompt Payment (FEB 88) - Alternate II

52.232-8 Discounts for Prompt Payment (JULY 85)

552.232-78 Adjusting Payments (APR 86)

552.232-79 Final Payment (APR 86)

552.232-77 Availability of Funds (JULY 84)

552.232-73(a) Method of Payment (DEC 84)

552.232-70(b) Payment Due Date (APR 86)

552.232-71 Interest on Overdue Payments (APR 84)

52.215-2 Audit - Negotiation (APR 84)

52.215-22 Price Reduction for Defective Cost or Pricing Data (APR 88)

52.215-23 Price Reduction for Defective Cost or Pricing Data - Modifications (APR 88)

52.203-7 Anti-Kickback Procedures (FEB 87)

52.249-4 Termination for the Convenience of the Government (Services) (Short Form) (APR 84)

52.249-8 Default (Fixed Price Supply and Service) (APR 84)

52.215-24 Subcontractor Cost or Pricing Data (APR 85)

52.215-25 Subcontractor Cost or Pricing Data - Modifications (APR 85)

II-I-2

REFERENCE: GS11P88EGC0237

**FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APR 1984)**

**(a) Definition.**

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

**(b) General.** (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

**(c) Agreement.** A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirements does not apply in connection with construction or service contracts.

REFERENCE: GS11P88EGC0237

**52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION  
(APR 1984)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such a period as the laws of the State in which this contract is to be performed prescribed or (2) until 30 days after the insurer of the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. At least 5 days before entry of each such subcontractor's personnel on the Government installation, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current certificate of insurance, meeting the requirements of Paragraph (b) above, for each subcontractor.

**52.228-76 INSURANCE (APR 1984)**

The requirements of the Insurance-Work on a Government Installation clause prescribed in FAR 52.228-5 are supplemented to provide that the general liability policy shall name "The United States of America, acting by and through the General Services Administration, as an additional insured with respect to operations performed under this contract.

REFERENCE: GS11P88EGC0237

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

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

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

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

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

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

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

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

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



REFERENCE: GS11P88EGC0237

**552.237-71 QUALIFICATIONS OF EMPLOYEES (APR 1984)**

The Contracting Officer may require dismissal from the work of employees which he deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he deems contrary to the public interest of inconsistent with the best interests of national security. The Contractor shall fill out and cause each of his employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, he and his employees shall be fingerprinted. Each employee of the contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**552.228-75 WORKMEN'S COMPENSATION LAWS (APR 1984)**

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several states to apply their workmen's compensation laws to all lands and premises owned or held by the United States.

REFERENCE: OS11P88EGC0237

52.204-2 SECURITY REQUIREMENTS (APR 1984)

*Alternate II (APR 1984)*

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

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

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

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

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

(End of clause)

REFERENCE: GS11P88EGC0237

**52.243-1 CHANGES—FIXED-PRICE (AUG 1987)**

*Alternate II (APR 1984)*

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

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

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

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

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

(End of clause)

REFERENCE: GS11P 88 EGC 0237

52.236-3

**SITE INVESTIGATION AND CONDITIONS  
AFFECTING THE WORK (APR 1984)**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the charac-

ter, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

II-I-10

REFERENCE: GS11P88EGC0237

## 52.246-25 LIMITATION OF LIABILITY-SERVICES (APR 1984)

(a) Except as provided in Paragraph (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from defects of deficiencies in the services performed or materials furnished.

(b) The limitation of liability under Paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results with willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractors managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendants, or equivalent representatives who have supervision or direction of:

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

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(d) The Contractor shall include this clause, including this paragraph (d), supplemented as necessary to reflect the relationship of the contracting parties, in all subcontracts over \$25,000.

II-I-11

REFERENCE: GS11P88EGC0237

## 52.232-25 PROMPT PAYMENT (FEB 1988) ALTERNATE II (FEB 88)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

## (a) Invoice Payments.

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

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

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

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, and contracts not requiring submission of an invoice shall be as follows:

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

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

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

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice

REFERENCE: GS11P88EGC0237

does not comply with these requirements, then the Contractor will be notified of the defect within 15 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- ~~(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms.) Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.~~
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
- (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made within 15 days after the due date (3 days for meat and meat food products and 5 days for perishable agricultural commodities) and the following conditions are met, if applicable:

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in a 30-day increments inclusive from the first day after the due date through the payment date. That is, interest

REFERENCE: GS11P88EGC0237

accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 10th working day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 15 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities).

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

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

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

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if an improperly taken discount for prompt payment was not corrected within 15 days after the expiration of the discount period (3 days for meat and meat food products and 5 days for perishable agricultural commodities). The interest penalty will be calculated as described in paragraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period.



REFERENCE: GS11P88EGC0237

through the date when the contractor is paid.

(b) Contract Financing Payments.

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

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

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

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

(c) Electronic Funds Transfer. Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Financial Communications System (TFCS) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. The Contractor shall submit this designation to the Contracting Officer or other Government official, as directed.

(1) For payment through TFCS, the Contractor shall provide the following information:

(i) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(ii) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(iii) Payee's account number at the financial institution where funds are to be transferred.

(iv) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the

REFERENCE: GS11P88EGC0237

telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(2) For payment through ACH, the Contractor shall provide the following information:

(i) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for TFCS).

(ii) Number of account to which funds are to be deposited.

(iii) Type of depositor account ("C" for checking, "S" for savings).

(iv) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," TFS 3881, must be completed before payment can be processed.

(3) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(4) The documents furnishing the information required in this paragraph (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(5) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due

(END OF CLAUSE)

II-I-16

REFERENCE: GS11P88EGC0237

**FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (JULY 1985)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time will be computed beginning with the later of (1) the date of completion of performance of the services or the date of acceptance of the supplies, as determined in accordance with the payment terms of this contract, (2) the date a proper invoice or voucher is received in the office specified by the Government, or (3) the date a release of claims is received by the Contracting Officer, if required by the payment terms of this contract. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which a wire transfer is made.

(END OF CLAUSE)

II-I-17

REFERENCE: GS11P88EGC0237**GSAR 552.232-78 ADJUSTING PAYMENTS (APR 1986)**

(a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

(b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10 day period will be interpreted to mean that the Contractor accepts the deductions proposed.

(c) Payments (except for the final payment) will not be delayed or withheld until disputes over proposed deductions are settled. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust subsequent payments under the contract accordingly.

**GSAR 552.232-79 FINAL PAYMENT (APR 1986)**

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from release. If the Contractor's claim to amount payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

**GSAR 552.232-77 AVAILABILITY OF FUNDS (JULY 1984)**

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the contractor.

REFERENCE: GS11P88EGC0237

552.232-73 (a) METHOD OF PAYMENT (DEC 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information, in writing, to the Contracting Officer not later than 7 calendar days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s) (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institutions's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer, in writing, at least 30 calendar days before the effective date of the change. It is the Contractor's responsibility to furnish these changes 30 calendar days before submitting invoices to avoid invoices being returned as improper.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number. (OMB Control Number 1510-0050).

(End of Clause)

REFERENCE: GS11P88EGC0237

552.232-70(b) PAYMENT DUE DATE (APR 1986)

(a) Payments under this contract, except as provided below, will be due on the 30th calendar day after the later of:

(1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(2) The date the property, other contract deliverables, or services are accepted by the Government.

(b) Progress payments will be due on the 30th calendar day after the Contracting Officer receives a proper invoice/payment request, which will be payable in an amount approved by the Contracting Officer. If the Government agrees with the amount of the Contractor's payment request, payment will be based on that amount. If the Government does not agree with the amount of the Contractor's request, the Contracting Officer will try to reach agreement with the Contractor on an alternative amount. If timely agreement is not possible, the Contracting Officer will make payment based upon the Government estimate. The term "progress payments," as used here, means payments made as work progresses under the contract based upon costs incurred or the percentage or stage of completion. As used herein, this term does not include partial payments for partial deliveries accepted by the Government under this contract, or partial payments on contract termination claims.

(c) Final payment will be due on the 30th calendar day after the later of: (a)(1) or (2) above, or the actual date of receipt by the Contracting Officer of a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release.

(d) The Government agrees to inspect and determine the acceptability of contract deliverables or work completed within 30 calendar days after the date of receipt of the deliverable or completion of work. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance by the Government occurs.

(e) If the property, other contract deliverables, or services are rejected, the provisions of paragraph (d) of this clause will apply to the date the Contractor corrects the defects in the property or services, or the date of actual receipt by the Government of corrected contract deliverables.

(f) To be considered proper, a payment invoice/payment request must satisfy the requirements of the "Invoice Requirements" clause of this contract.

(g) For the purpose of determining the date of payment, payment will be considered to be made the date the check is issued or the date payment by wire transfer is initiated through the Treasury Financial Communications System.

REFERENCE: GS11P88EGC0237

552.232-71

INTEREST ON OVERDUE PAYMENTS. (APR. 1984)

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(c) The Contractor shall not be entitled to interest penalties on progress payments and other payments made for financing purposes before receipt of complete delivered items of property or service, or on amounts withheld temporarily in accordance with the contract (e.g., retainage). The Government shall be liable for interest penalties on only the amount of payment past due that represents payment for complete delivered items of property or service accepted by the Government.

(End of Clause)

II-I-21

REFERENCE: GS1188EGC0237**52.215-2 AUDIT - NEGOTIATION (APR 1984)**

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

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

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

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

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

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or



REFERENCE: GS11P88EGC0237

relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

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

II-I-23

REFERENCE: GS11P88EGC0237

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

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

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

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

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

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

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

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

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

REFERENCE: GS11P88EGC0237

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

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

(ii) An offset shall not be allowed if-

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

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

II-I-25

REFERENCE: GS 11P88 EGC 023752.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -  
MODIFICATIONS (APR 1988)

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

(1) Based on adequate price competition;  
(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

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

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

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

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

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

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

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REFERENCE: GSI1P88EGC0237

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

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

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

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

~~(ii) An offset shall not be allowed if-~~

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

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

REFERENCE: GS11P88EGCO237**52.203-7 ANTI-KICKBACK PROCEDURES (FEB 1987)****(a) Definitions.**

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

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

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

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

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

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

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

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

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

REFERENCE: GS11P88EGC0237

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

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

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

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

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

II-I-29

REFERENCE: GS11P88EGC0237

52.249-4 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT  
(SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

II-I-30



REFERENCE: GS11P8EGC0237**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**

(a)(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (i)(ii) and (i)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

REFERENCE: GS11P88EGC0237

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

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

REFERENCE: GS11P88EGC0237

**52.215-24 SUBCONTRACTOR COST OR PRICING DATA (APR 1985)**

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

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

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

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

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

REFERENCE: GS11P88EGC0237

**52.215-25 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS  
(APR 1985)**

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

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

(1) Based on adequate price competition;  
(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

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

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

REFERENCE: GS11P88EGC0237

## SERVICE CONTRACT CLAUSES

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REFERENCE: GS11P88ECC0237

<u>CATEGORY</u>	<u>Clause No.</u>	<u>48 CFR Ref.</u>	<u>Applicable Clause Title</u>	<u>To Contracts Exceeding</u>
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	30	552.232-71	Interest on Overdue Payments (APR 1984) Alt. I (APR 86)	\$ 0
AUDITS	31	52.215-1	Examination of Records by Comptroller General (APR 1984)	\$ 10,000
	32	552.215-70	Examination of Records by GSA (APR 1984)	\$ 25,000
ADJUSTMENTS	33	552.243-70	Pricing of Adjustments (APR 1984)	\$ 0
TERMINATION	34	552.209-72	Termination-Erroneous Representation Concerning Crimes, Debarments, Suspensions, and Defaults (APR 1984)	\$ 25,000
DISPUTES	35	52.233-1	Disputes (APR 1984) Alt. I	\$ 0
	36	552.233-70	Disputes (Utility Contracts) (APR 1984)	\$ 0

REFERENCE: GS11P88EGC0237**1. 52.202-1--DEFINITIONS (APR 1984)**

(Paragraph (C) of this clause does not apply to contracts for architect-engineering services.)

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

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

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

**2. 52.203-76--ADVERTISING OF AWARD (APR 1984)**

(Does not apply to utility contracts.)

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

**3. 52.214-29/52.215-33--ORDER OF PRECEDENCE (JAN 1986)**

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

**4. 52.233-3--PROTEST AFTER AWARD (JUN 1985)**

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

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

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

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs

resulting from the stop-work order in arriving at the termination settlement.

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

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

**5. 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 in full text. Upon request, the Contracting Officer will make their full text available.

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

(Applicable to Sealed Bid Contracts.)

52.214-26 Audit-Sealed Bidding (APR 1985)  
52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding (APR 1985)  
52.214-28 Subcontractor Cost and Pricing Data - Modifications - Sealed Bidding (APR 1985)

(Applicable to Negotiated Contracts)

52.215-2 Audit - Negotiation (APR 1984)  
52.215-22 Price Reduction For Defective Cost or Pricing Data (APR 1984)  
52.215-24 Subcontractor Cost or Pricing Data (APR 1984)

**6. 52.252-6--AUTHORIZED DEVIATIONS OR VARIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (JUL 1985)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) clause with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR clause no.))" or "(VARIATION (FAR clause no.))" after the date of the clause.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the clause.

(c) Changes in wording of provisions that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such provisions are not worded exactly the same as the FAR or GSAR provision, they are identified by the word "(VARIATION)."

**7. 52.203-1--OFFICIALS NOT TO BENEFIT (APR 1984)**

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

**8. 52.203-3--GRATUITIES (APR 1984)**

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

(1) Offered or gave a gratuity (e.g., an entertainment of gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

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

REFERENCE: GS11P88EGC0237

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

(1) To pursue the same remedies as in a breach of the contract and

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

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

#### 9. 52.203-5--COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

#### 10. 52.208-3--CONFLICTS (APR 1984)

(Only applies to utility contracts.)

To the extent of any inconsistency between the terms of this contract and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

#### 11. 52.225-5--BUY AMERICAN ACT--SUPPLIES (APR 1984)

(Applies to contracts for services involving the furnishing of supplies.)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

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

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated collected, and prepared for processing in the United States is considered domestic.

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

(b) The Contractor shall deliver only domestic end products, except those—

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.1 of the Federal Acquisition Regulation.)

#### 12. 52.223-2--CLEAN AIR AND WATER (APR 1984)

(Applicable only if the contract exceeds \$100,000, or the Contracting Officer has determined that the orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the applicable portion of the Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by EPA as a violating facility, or the contract is not otherwise exempt.)

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

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

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

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

"Compliance," as used in this clause, means compliance with—

(1) Clean air or water standards; or

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

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

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

(b) The Contractor agrees—

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the



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Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

### 13. 52.222-1--NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)

(Does not apply to utility contracts)

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

### 14. 52.222-3--CONVICT LABOR (APR 1984)

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

### 15. 52.222-4--CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (MAR 1986)

(a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable in account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

### 16. 52.222-26--EQUAL OPPORTUNITY (APR 1984)

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

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

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

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

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

(4) The Contractor shall, in all solicitations or advertisements 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.

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(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 purpose 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 80-1.1.

#### 17. 52.222-35--AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

##### (a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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consider applicants outside of its own organization or employer-union arrangement for that opening.

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

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

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

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

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

#### 18. 52.222-36—AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

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

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

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

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

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

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

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

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the

Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

#### 19. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)

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

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

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to Section 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" shall mean a small business concern—

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

#### 20. 52.219-9—SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (APR 1984)

(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) (Negotiated contracts.) 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

REFERENCE: GS11P88EGC0237

submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(Sealed bid contracts.) The apparent low bidder, upon request by the Contracting Officer, shall submit 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 part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the 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 Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

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

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

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

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

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to

comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, 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 program's requirements.

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

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

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

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

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

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

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

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

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

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

REFERENCE: GS11P88EGC0237

(1) 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.

**21. 52.219-13--UTILIZATION OF WOMEN-OWNED SMALL BUSINESS (APR 1984) (AWA B6) See Attached**

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

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

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

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

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

**22. 52.220-3--UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)**

(a) Applicability. This clause is applicable if this contract exceeds the appropriate small purchase limitation in Part 13 of the Federal Acquisition Regulation.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

**23. 52.220-4--LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)**

(a) See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.

(b) The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities when the subcontracts are consistent with the efficient performance of the contract at prices at no higher than obtainable elsewhere. The Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;

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

(3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;

(4) Include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and

(5) Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

(c) The Contractor further agrees to insert in any related subcontract that may exceed \$500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of subcontractors.

**24. 52.229-3--FEDERAL, STATE, AND LOCAL TAXES (APR 1984)**

(Does not apply to utility contracts)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The Contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$100.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

REFERENCE: GS11P88EGC0237

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

**25. 52.229-5--TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)**  
(Does not apply to utility contracts.)

The term "local taxes," as used in the Federal, State and Local Taxes clause of this contract, include taxes imposed by a possession of the United States or by Puerto Rico.

**26. 52.237-2--PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

(Applies when services are performed on Government installation.)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**27. 52.232-11--EXTRAS (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

**28. 52.232-17--INTEREST (APR 1984)**

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

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

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 52.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

**29. 52.232-23--ASSIGNMENT OF CLAIMS (JAN 1986)**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as the "Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of the contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party except

that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

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

**30. 52.232-71--INTEREST OR OVERDUE PAYMENTS (APR 1984)**

(Does not apply to contracts for utility services that include provisions for late payment charges established by tariff or State regulatory commissions.)

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and Office of Management and Budget Circular A-75.

**31. 52.215-1--EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)**

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

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

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

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

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

**32. 52.215-70--EXAMINATION OF RECORDS BY GSA (APR 1984)**

(Does not apply to utility contracts.)

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7) whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of

General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### 33. 552.243-70--PRICING OF ADJUSTMENTS (APR 1984)

(Does not apply to utility contracts)

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31) in effect on the date of this contract.

### 34. 552.208-72--TERMINATION - ERRONEOUS REPRESENTATION CONCERNING CRIMES, DEBARMENTS, SUSPENSIONS AND DEFAULTS (APR 1984)

(Does not apply to utility contracts.)

The certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the certification was erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from this solicitation.

### 35. 52.233-1--DISPUTES (APR 1984) (Alternate 1)

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

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

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

submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

(i) The claim is made in good faith;

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

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

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

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

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

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

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

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

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

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

### 38. 552.233-70--DISPUTES (UTILITY CONTRACTS) (APR 1984)

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of retail rates, rate schedules, tariffs, riders, and tariff related terms provided under this contract and conditions of service are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction

REFERENCE: GS11P88EGC0237ATTACHMENT TO GSA FORM 350421. 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

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

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

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

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

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

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

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

30. (continued): 552.232-71 (Alternate I) (APR 86)

(c) "The Contractor shall not be entitled to interest penalties on progress payments and other payments made for financing purposes before receipt of complete delivered items of property or service, or on amounts withheld temporarily in accordance with the contract (e.g., retainage). The Government shall be liable for interest penalties on only the amount of payment past due that represents payment for complete delivered items of property or service accepted by the Government."

35. (continued): 52.233-1 (Alternate I) (APR 84)

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

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REFERENCE: GS11P88EGC0237

**PART III**

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER  
ATTACHMENTS**

*The forms included in this Section J must be prepared in an original and 3 copies of each, and be submitted with your proposal(s).*

**III-J**

REFERENCE: GS11P88EGC0237

**CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION**

FORM APPROVED OMB NO. 3090-0007

**SECTION I - GENERAL INFORMATION**

<p><b>1. NAME AND ADDRESS</b> (Street, City, State and ZIP Code)</p>   <p><b>1a. LOCATION OF BRANCHES</b> (Specify City and State)</p>   <p><b>4. OWNERSHIP INFORMATION - GENERAL PARTNERS - PRINCIPAL STOCKHOLDERS - PARENT</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">NAME</th> <th style="width:20%;">TITLE (If Director so state)</th> <th style="width:20%;">% BUSINESS OWNED</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NAME	TITLE (If Director so state)	% BUSINESS OWNED													<p><b>2. TYPE OF ORGANIZATION</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">SOLE PROPRIETORSHIP</td> <td rowspan="3">OTHER (Specify)</td> </tr> <tr> <td>PARTNERSHIP</td> </tr> <tr> <td>CORPORATION</td> </tr> </table> <p><b>2a. DATE ORGANIZATION ESTABLISHED</b> _____ <b>STATE OF INCORPORATION (If applicable)</b> _____</p> <p><b>3. KIND OF BUSINESS</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">MANUFACTURER</td> <td rowspan="4">RETAILER OTHER (Specify)</td> </tr> <tr> <td>JOBBER</td> </tr> <tr> <td>CONTRACTOR</td> </tr> <tr> <td>WHOLESALER</td> </tr> </table> <p><b>5. NAME AND ADDRESS OF PARENT (If applicable)</b></p>   <p><b>6. KIND OF PRODUCT OR SERVICE PROVIDED</b></p>   	SOLE PROPRIETORSHIP	OTHER (Specify)	PARTNERSHIP	CORPORATION	MANUFACTURER	RETAILER OTHER (Specify)	JOBBER	CONTRACTOR	WHOLESALER
NAME	TITLE (If Director so state)	% BUSINESS OWNED																							
SOLE PROPRIETORSHIP	OTHER (Specify)																								
PARTNERSHIP																									
CORPORATION																									
MANUFACTURER	RETAILER OTHER (Specify)																								
JOBBER																									
CONTRACTOR																									
WHOLESALER																									

**SECTION II - SUPPLIERS AND BANKING INFORMATION**

**1. PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIERS (Not less than 5)**

NAME	TELEPHONE NO.	CONTACT PERSON	ADDRESS (Street, City, and ZIP Code)	AMOUNT NOW OWING	LARGEST AMT OWING PAST 12 MONTHS

**2. BANKING RELATIONS (Including Finance Companies)**


**3. ARE YOU NOW IN, OR PENDING DEFAULT ON ANY OBLIGATIONS TO BANKS OR OTHER FINANCIAL INSTITUTIONS?**  
 YES  NO (If "YES," provide detailed information, Section VII, Remarks on page 4)

**4. PROSPECTIVE CONTRACTOR'S FINANCIAL ARRANGEMENTS (Check appropriate boxes)**

A. USE OF OWN RESOURCES  YES  NO      B. USE OF BANK CREDITS  YES  NO      C. OTHER (Specify) \_\_\_\_\_

**SECTION III - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS**

<p><b>1. TO BE REQUESTED IN CONNECTION WITH PERFORMANCE OF PROPOSED CONTACT (Check)</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="width:10%;">YES</th> <th style="width:10%;">NO</th> </tr> </thead> <tbody> <tr> <td>a. PROGRESS PAYMENT</td> <td> </td> <td> </td> </tr> <tr> <td>b. GUARANTEED LOAN</td> <td> </td> <td> </td> </tr> <tr> <td>c. ADVANCE PAYMENTS</td> <td> </td> <td> </td> </tr> </tbody> </table> <p><b>3. FINANCIAL AID CURRENTLY OBTAINED FROM THE GOVERNMENT</b></p> <p>a. IS GOVERNMENT FINANCING BEING RECEIVED BY YOU AT PRESENT? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b. IS LIQUIDATION CURRENT? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>		YES	NO	a. PROGRESS PAYMENT			b. GUARANTEED LOAN			c. ADVANCE PAYMENTS			<p><b>2. EXPLAIN ANY "YES" ANSWERS TO ITEMS 1a, b, and c</b></p>   <p><b>COMPLETE ITEMS BELOW ONLY IF ITEM a IS MARKED "YES"</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">DOLLAR AMOUNTS</th> </tr> <tr> <th>(a) AUTHORIZED</th> <th>(b) IN USE</th> </tr> </thead> <tbody> <tr> <td>1. GUARANTEED LOANS</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table> <p>c. AMOUNT OF UNLIQUIDATED PROGRESS PAYMENT OUTSTANDING</p> <p>\$</p>		DOLLAR AMOUNTS		(a) AUTHORIZED	(b) IN USE	1. GUARANTEED LOANS	\$	\$
	YES	NO																			
a. PROGRESS PAYMENT																					
b. GUARANTEED LOAN																					
c. ADVANCE PAYMENTS																					
	DOLLAR AMOUNTS																				
	(a) AUTHORIZED	(b) IN USE																			
1. GUARANTEED LOANS	\$	\$																			

REF ID: A6110057  
 GIVE APPLICABLE CONTRACT NOS.

4. INDEBTEDNESS TO THE U.S. GOVERNMENT - DELINQUENT (OMB Circular A-129)

4a. LIST THE GOVERNMENT AGENCIES INVOLVED

4b. SHOW THE APPLICABLE CONTRACT NOS.

SECTION IV - BALANCE SHEET

1. BALANCE SHEET AS OF

FISCAL YEAR ENDS

ASSETS		LIABILITIES AND OWNERS EQUITY	
<b>Current assets</b>		<b>Current liabilities</b>	
Cash and short term cash investments	\$ _____	Accounts payable	\$ _____
Accounts receivable, less allowance for doubtful accounts of \$ _____	_____	Notes payable (current)	_____
Inventories	_____	Current portion of long term debt	_____
Other current assets (Itemize)	_____	Accrued expenses	_____
	_____	Accrued taxes on income/excess profits	_____
	_____	Other current liabilities (Itemize)	_____
	_____		_____
<b>Total Current Assets</b>	_____	<b>Total Current Liabilities</b>	_____
<b>Property, plant and equipment</b>		<b>Other liabilities</b>	
Land	_____	Mortgages	_____
Buildings and equipment	_____	Bonds	_____
Leasehold improvements	_____	Deferred income taxes	_____
Less accumulated depreciation and amortization	_____	Other long term debt	_____
<b>Total property, plant and equipment</b>	_____		_____
<b>Other Assets</b>		<b>Total other liabilities</b>	
Investments in and advances to affiliated company	_____		_____
Goodwill, less amortization	_____	<b>Total liabilities</b>	_____
Due from officers, employees	_____		_____
Other (Itemize)	_____	<b>Minority interest in subsidiary</b>	_____
	_____	<b>Stockholder/owners equity</b>	_____
	_____	Preferred Stock	_____
	_____	Common Stock	_____
	_____	Additional paid-in capital	_____
	_____	Retained earnings	_____
	_____	Less Treasury stock	_____
	_____	<b>Total stockholders/owners equity</b>	_____
<b>Total other assets</b>	_____		_____
<b>TOTAL ASSET \$</b>	_____	<b>TOTAL LIABILITIES AND OWNERS EQUITY \$</b>	_____

2. INVENTORY VALUATION METHOD (Check)

FIFO  LIFO  AVERAGE COST  OTHER (Specify)

3. PAST DUE ACCOUNTS	ACCOUNTS PAYABLE \$	4. CONTINGENT LIABILITIES
	ACCOUNTS RECEIVABLE \$	

5. JUDGMENTS OR PENDING SUITS (If "yes" explain on Page 4)  Yes  No

6. HAVE YOU OR ANY OF YOUR AFFILIATES EVER FILED FOR BANKRUPTCY? IF YES, PLEASE EXPLAIN IN SECTION VII OF PAGE 4.  Yes  No

7. LOANS SECURED BY COMPANY'S ASSETS - REAL AND PERSONAL PROPERTY

SECURED PARTY (a)	SECURING ASSETS (Specify by balance sheet category) (b)	DUE DATE (c)	MONTHLY PAYMENT (d)

(e) Are any of the assets shown on the Balance Sheet pledged, mortgaged or otherwise hypothecated, except as stated above?  Yes  No  
 If "yes" explain on page 4. If applicant is a partnership or sole proprietorship, are the individual liabilities of the proprietor(s) for Federal and State income and/or excess profit taxes included on the balance sheet?  Yes  No. If "no" what is the total liability? \$ \_\_\_\_\_

SECTION V — INCOME STATEMENT

1. FROM	TO	2. SALES BACKLOG AND SALES FORECAST		
Net Sales	\$ _____	CATEGORY (PRIME AND SUBCONTRACT)	CURRENT DOLLAR BACKLOG OF SALES	ANTICIPATED ADDITIONAL DOLLAR SALES FORECAST FOR NEXT 18 MONTH
COST AND EXPENSES				
Cost of products and services sold excluding depreciation and amortization		a. GOVERNMENT	\$ _____	\$ _____
Depreciation and Amortization		b. COMMERCIAL	\$ _____	\$ _____
Selling, general and administrative expense		TOTAL	\$ _____	\$ _____
Interest Expense		3. When financial statements are prepared or certified to by independent accountants and transcribed to this form, please furnish the name and address of accountant or accounting firm.		
Other expenses (itemize)		Name _____		
Minority interests in earnings of subsidiaries		Address _____		
Total costs and expenses		City, State and Zip Code _____		
EARNINGS BEFORE TAXES ON INCOME		If transcribed statements differ from independent accountants, please describe adjustments.		
Taxes on income				
Income before extraordinary items				
Extraordinary gains (losses) net of taxes				
NET INCOME				

SECTION VI — CONSTRUCTION/SERVICE CONTRACTS INFORMATION (PBS ONLY)

1. CONTRACTS IN FORCE

LOCATION (a)	OWNER'S NAME AND ADDRESS (b)	BRANCH OF WORK (c)	CONTRACT AMOUNT (d)	% COMP. (e)	EST. COM. DATE (f)

LOCATION	OWNER'S NAME AND ADDRESS	BRANCH OF WORK	CONTRACT AMOUNT	AMOUNT SUBLET

**3. LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS**

NAME	TELEPHONE NO.	CONTACT PERSON	ADDRESS (Street, City, ZIP Code)

**4. CHECK PROPER BOX (Explain each "YES" under Remarks)**

**A. HAVE YOU, DURING THE PAST TWO YEARS BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS?**

YES  NO

**B. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED?**

YES  NO

**SECTION VII -- REMARKS**

**1. REMARKS (Cite those sections of the form relating to your remarks. If additional space is required attach additional sheet(s).)**

**CERTIFICATION**

For the purpose of establishing financial responsibility with or procuring credit from the General Services Administration, we furnish the above as a true and correct statement of our financial condition on \_\_\_\_\_, 19\_\_\_\_ and further certify that all other statements are true and correct. There has been no material change in the applicant's financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

NAME OF BUSINESS	DATE	BY (Signature of authorized official)
		TITLE

REFERENCE: GS11DXXFGC0237

TT-T-1A

CONTRACT FINANCING PROPOSAL COVER SHEET

GS11P88EGC0237

OMB NO. 9000-0013

NOTE: This form is used in contract actions if submission of cost or pricing data is required. [See FAR 15.804-6(b)].

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

A. NEW CONTRACT

D. LETTER CONTRACT

B. CHANGE ORDER

E. UNPRICED ORDER

C. PRICE REVISION/ REDETERMINATION

F. OTHER (Specify)

5. TYPE OF CONTRACT (Check)

FFP

CPFF

CPIF

CPAF

FPI

OTHER (Specify)

6. PROPOSED COST (A+B+C)

A. COST

B. PROFIT/FEE

C. TOTAL

\$

\$

\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

YES  NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

YES  NO

11B. TYPE OF FINANCING (If one)

ADVANCE PAYMENTS

PROGRESS PAYMENTS

GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

YES  NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

YES  NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

YES  NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

YES  NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

YES  NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

YES  NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

REFERENCE: GS11P88EGC0237

**PART IV**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**IV-K**

REFERENCE: GS11P88EGC0237

**PART IV**

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND**

**NOTICES TO OFFERORS**

**IV-L**



## SOLICITATION PROVISIONS (Negotiated)

### FAR 52.215-5-SOLICITATION DEFINITIONS (JUL 87)

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation. <sup>Government</sup>  
means United States Government.

### 2. FAR 52.215-13- PREPARATION OF OFFERS (APR 1984) - OTHER THAN CONSTRUCTION

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initiated by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

### 3. GSAR 52.215-73- PREPARATION OF OFFERS CONSTRUCTION (APR 1984) (DEVIATION FAR 52.215-13)

(a) Offers must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.

(b) The offer form may require offerors to submit offer prices for one or more items on various bases, including—

- (1) Lump sum offer;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3)

above.

(c) If the solicitation requires an offer on all items, failure to do so will disqualify the offer. If an offer on all items is not required, offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.

(d) Alternate offers will not be considered unless this solicitation authorizes their submission.

### 4. FAR 52.215-14- EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### 5. FAR 52.215-8- ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS (APR 1984)

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (c) by letter or telegram. The Government must receive the acknowledgment by the time specified for receipt of offers.

### 6. FAR 52.215-9- SUBMISSION OF OFFERS (APR 1984)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.

(c) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

### 7. GSAR 52.215-71- TELECOPIER SUBMISSIONS, MODIFICATIONS, OR WITHDRAWALS OF PROPOSALS (APR 1984)

Teletypewriter proposals, or modifications or withdrawals of proposals, are not permitted and will be disregarded if received.

### 8. FAR 52.215-15- FAILURE TO SUBMIT OFFER (APR 1984) (This provision does not apply to construction)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

### 9. FAR 52.215-10- LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (APR 1984)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it—

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

#### 10. FAR 52.215-7 - UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

#### 11. FAR 52.215-12 - RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall—

(a) Mark the title page with the following legend: "This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and—

(b) Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

#### 12. FAR 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

(This provision does not apply to construction)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

#### 13. FAR 52.237-1 - SITE VISIT (APR 1984)

(Applies when services other than construction are to be performed on Government installations)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### 14. FAR 52.247-6 - FINANCIAL STATEMENT (APR 1984)

(Applies to solicitations for transportation or for transportation related services.)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offeror to possible rejection on responsibility grounds.

#### 15. FAR 52.222-46 - EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APR 1984)

(This provision applies to service contract over \$250,000)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgement and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirement.

#### 16. FAR 52.215-16 - CONTRACT AWARD (APR 1985) OTHER THAN CONSTRUCTION

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after

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pt of an offer do not constitute a rejection or counteroffer by Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

**17. GSAR 552.215-74 - CONTRACT AWARD-NEGOTIATED CONSTRUCTION (APR 1985) (DEVIATION FAR 52.215-16)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not

there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

**18. GSAR 552.252-5 - AUTHORIZED DEVIATIONS IN PROVISIONS (JUL 1985) (DEVIATION FAR 52.252-5)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (FAR) provision with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (FAR provision no.))" or "(VARIATION (FAR Provision no.))" after the date of the provision.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision.

(c) Changes in wording of provisions that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such provisions are not worded exactly the same as the FAR or GSAR provision, they are identified by the word "(VARIATION)."

REFERENCE: GS11P88EGC0237

552.214-16 MINIMUM BID ACCEPTANCE PERIOD (OCT 1985) (DEVIATION FAR 52.214-16)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following total acceptance period:

\_\_\_\_\_ calendar days

(e) A BID ALLOWING LESS THAN THE GOVERNMENT'S MINIMUM ACCEPTANCE PERIOD WILL BE REJECTED.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above, or (3) any extension of the offered acceptance period as may be subsequently agreed to by the bidder.

REFERENCE: GS11P88EGC0237

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS/BIDDERS**

1. 552.219-70 STANDARD INDUSTRIAL CLASSIFICATION AND SMALL BUSINESS SIZE STANDARD (MAR 1987)

The standard Industrial Classification Code applicable to the supplies/services being procured is no. 8999, and the applicable small business size standard is \$ 3.5 million.

2. INSURANCE REQUIREMENTS:

Liability insurance coverage, written on the comprehensive form of policy, is required in the following minimum amounts:

- (a) Bodily Injury - \$250,000 per occurrence.
- (b) Property Damage - \$250,000.
- (c) Completed Operation and Product Liability - \$250,000.
- (d) General Liability - \$250,000.

REFERENCE: GS11P88EGC0237

552.237-1 QUALIFICATIONS OF OFFERORS (APR 1984)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building services contracts comparable to those described in this solicitation. In order to determine his qualifications each offeror may be requested to furnish a narrative statement listing comparable contracts which he has performed; the general history of his operating organization; and his complete experience. Each offeror may also be required to furnish a statement of his financial resources; show that he has the ability to maintain a staff of regular employees adequate to insure continuous performance of the work; and, demonstrate that his equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining the offer to be accepted.

(c) Prospective offerors are advised that in evaluating these areas involving any small business concern or group of such concerns, any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

REFERENCE: GS11P88EGC0237

**552.233-2 SERVICE OF PROTEST (MAY 1985) (DEVIATION FAR 52.233-2)**

A copy of any protest, as defined in FAR 33.101, that is filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCA), shall be served on the Contracting Officer, cf. SF-33 Blocks 7 & 26 and the Assistant General Counsel (LR), GSA, Wash, DC 20405. The copy of any such protest must be received in the offices designated above on the same day a protest is filed with the GSCA, or within one day of filing a protest with the GAO.

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.