

CONTRACT NAS1-97046

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

- Section B.1: Estimated Cost and Fixed Fee, pg. 2
- Section H.3: Estimated Cost and Fixed Fee, pg. 8

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING C-9	PAGE OF PAGE(S) 1 58
2. CONTRACT NO. (Proc. Inst. Ident.) NO. NAS1-97046		3. EFFECTIVE DATE JUL - 8 1997	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. AE.0862 / AE.0861	
5. ISSUED BY: CODE		6. ADMINISTERED BY (If other than Item 5) CODE		
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		Delegation being made via NASA Form 1430 Criticality Designator C		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Universities Space Research Association The American City Building Suite 212 Columbia, MD 21044		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
		10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: ITEM Section G G4

11. SHIP TO/MARK FOR CODE See Exhibit B.	FACILITY CODE	12. PAYMENT WILL BE MADE BY: CODE Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23681-0001
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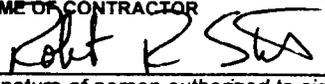
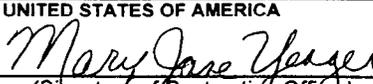
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (3) <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Page 1A.
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Operation of the Institute for Computer Applications in Science and Engineering	Basic	12 months	---	\$4,841,005
		Option I	12 months	---	\$4,807,512
		Option II	12 months	---	\$4,845,130
		Option III	12 months	---	\$4,842,675
		Option IV	12 months	---	\$4,840,140
15G. TOTAL AMOUNT OF CONTRACT					\$24,176,462

(N)	SEC.	DESCRIPTION	PAGE(S)	(N)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	9-28
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENTS	2-3	X	J	LIST OF ATTACHMENTS	29
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	4		L	INSTRS, COND. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4-7		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	7-9				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Robert R. Senter USRA Business Officer	20A. NAME OF CONTRACTING OFFICER MARY JANE YEAGER
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)	19C. DATE SIGNED 7 July 1997
20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED 7-7-97

Accounting And Appropriation Data

P.R.	JO	Amount	Remarks
AE.0862	R22218	\$236,000	Complete
AE.0861	R21950	\$117,000	Complete
AE.0344	R22745	\$ 89,622	Complete
D.1276	R19910	\$285,000	Complete
D.1275	R19913	\$220,000	Complete

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)

The estimated cost of this contract is [REDACTED] exclusive of the fixed fee of [REDACTED]. The total estimated cost and fixed fee is \$4,841,005.

B.2 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$947,622. This allotment is for the period of performance of work in accordance with the limitations and completion dates as set forth in task assignments authorized by the Contracting Officer and covers the following estimated period of performance: September 30, 1997.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

I. Overall Scope and Objective:

A. The Contractor shall conduct the operation of the Institute for Computer Applications in Science and Engineering (ICASE) at the National Aeronautics and Space Administration, Langley Research Center (LaRC), and perform the work and services as defined in task orders. The ICASE academic and industry researchers will perform studies in infrastructure areas related to applied mathematics, computer science, and the application of computers to the solution of scientific and engineering problems of concern to the LaRC, and in core areas where Langley is a center of excellence, i.e. Aerodynamics, Structures, and Materials.

B. The objectives are to: (1) conduct basic research in the disciplines of applied mathematics, applied computer science, and in the physical disciplines that comprise Aerodynamics, Structures, and Materials with the objective of better understanding and improving the applications of existing and future computers to scientific and engineering problems of interest to the LaRC; (2) develop new tools and results in the disciplines of applied mathematics, numerical analysis, computer science, fluid mechanics, structural mechanics, and material sciences that will strengthen LaRC's research programs; (3) foster academic participation in research programs at LaRC involving computers, computational methods, advanced experimental methods and their applications; (4) improve consultative research efforts of government, industry, and academic institutions in the solution of major systems problems requiring advanced computational and experimental techniques.

II. General Work Areas

A description of the general work areas to be supported is set forth below. More detailed descriptions of the work to be performed will be defined in task orders issued by the Contracting Officer.

A. Applied and Numerical Mathematics: The Contractor shall develop and analyze methods that lead either analytically or computationally to a better understanding of improving physical processes arising in areas such as aerodynamics, materials, structural mechanics, and in the multidisciplinary integration of these disciplines. This includes, but is not limited to: problem formulation, discretization methods including finite difference, finite element, and spectral methods; and algorithm development and analysis, including both iterative and direct methods for linear and non-linear problems.

B. Computer Science: The Contractor shall conduct research in the areas of computer science which is focused on the development of the methodology required to effectively utilize parallel processing for solving complex, three-dimensional problems. This includes: algorithm development, models of computation, problem-solving environments, performance prediction, visualization, web-technologies, evaluation, and architecture.

C. Physical Sciences: The Contractor shall conduct research directed at the mathematical, computational, and experimental aspects of physical sciences that directly impact the design of modern aircraft such as:

1. Fluid Mechanics - Studies in transition, turbulence modeling, vertical flow, combustion, and aeroacoustics.

2. Controls - Studies in parameter estimation, identification and development of linear and non-linear control laws to achieve good feedback mechanism and studies of distributed systems including partial and delay differential equations. Research covers both state space and frequency domain formulations.

3. Structural Mechanics - Studies of very large structures, nonlinear behavior, plasticity, buckling, and failure analysis.

4. Materials - Studies to develop capabilities in designing material that meets designer needs such as: (1) stress distribution, deflection properties, and yield; (2) simulation of manufacturing processes of composite materials, and optimization of material properties to meet design requirements; and (3) mathematical and computational studies in non-destructive evaluation of materials, crack detection, and crack propagation.

D. Other Activities: The Contractor shall sponsor lectures, visitor programs, consultation with LaRC and other personnel; student mentoring activities; sponsorship of/or participation in scientific meetings at the LaRC on topics in the fields of applied mathematics, computer science, fluid controls mechanics, structural controls mechanics, or material sciences; and participate in selected precollege programs that involve the use of innovative/advanced computer solutions to educational needs.

SECTION D - PACKAGING AND MARKING

D.1 MARKING AND PACKAGING

All reports and other documentation required to be delivered under this contract shall be packaged/packed for mailing/shipment in such a manner as to insure safe arrival at destination. Marking of reports and other documentation shall be set forth in Exhibit A, Contract Documentation Requirements.

SECTION E - INSPECTION AND ACCEPTANCE

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

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or his duly authorized representative as specified in the task assignment.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

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

F.2 PERIOD OF PERFORMANCE - TASK ORDERS (LARC 52.211-112) (JUL 1989)

A. The period for issuance of task assignments is 12 months from the effective date of this contract.

B. Any task assignments issued prior to the expiration of the period for issuance of task assignments shall be completed, subject to the limitations specified in B.2; provided that the Contractor will not be required to perform any work beyond 12 months after the period for issuing task assignments.

F.3 PLACE(S) OF PERFORMANCE (LARC 52.211-98) (OCT 1992)

The place(s) of performance shall be:

NASA, Langley Research Center, Hampton, Virginia.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (APR 1984)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	212	NASA, Langley Research Center Hampton, VA 23681-0001
Patent Representative	212	NASA, Langley Research Center Hampton, VA 23681-0001

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

G.2 LIST OF GOVERNMENT-FURNISHED PROPERTY (NASA 18-52.245-76) (OCT 1988)

For the performance of work under this contract, the Government will make available Government property identified in Exhibit C of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Langley Research Center, Hampton, Virginia and at other

location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

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

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

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

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

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

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

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

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

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

(e) Office Space, NASA Langley Research Center, Hampton, Virginia.

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

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

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

(i) Moving and hauling of Government property.

(j) Use of LaRC Technical Library Services

(k) Printing (reproduction) and Graphics Services for reports to be delivered under the contract as authorized by the LaRC Printing Officer.

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

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

G.4 TASK ORDERS (LARC 52.211-102) (OCT 1991)

A. The work to be performed within the areas outlined in Section C, Description/Specifications/Work Statement, will be more specifically defined and controlled by means of written task assignments, issued solely by the Contracting Officer, containing the following information:

1. Task assignment number and date
2. Description of work and/or deliverable items
3. Total cost limitation
4. Required completion date and/or delivery schedule
5. Appropriate special instructions or information

B. A copy of each task assignment shall be furnished to the Contractor. To acknowledge receipt, the Contractor shall sign the "Acknowledgment" enclosed and return it to the Contracting Officer.

G.5 SUBMISSION OF COST INVOICES (LARC 52.232-102) (NOV 1989)

Proper invoices, as determined under the Section I clause entitled "Prompt Payment," shall be addressed to the designated payment office shown in Block 25 on page 1 of this contract. The cost invoices shall be submitted through the delegated Government Audit Agency, which shall be the designated billing office.

G.6 CONTRACT CLOSEOUT (LARC 52.242-90) (JUN 1988)

A. Reassignment--After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 126, who may be reached by telephone at (757) 864-7765.

B. "Quick Closeout"--Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.

C. Completion Voucher Submittal--Notwithstanding the provisions of the Allowable Cost and Payment clause, as soon as practicable after settlement of the Contractor's indirect cost rates applicable to performance of the contract, the Contractor shall submit a Completion Voucher as required by the aforesaid clause. The Completion Voucher shall be supported by a cumulative claim and reconciliation statement and executed NASA Forms 778, Contractor's Release, and 780, Contractor's Assignment of

Refunds, Rebates, Credits, and Other Amounts. Unless directed otherwise by the Contracting Officer for Contract Closeout, the Contractor shall forward the said Completion Voucher directly to the cognizant Government Agency to which audit functions under the contract have been delegated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LARC 52.204-91) (NOV 1991)

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

H.2 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LARC 52.211-104) (MAR 1992)

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installations, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installations.

B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

H.3 OPTIONS

A. Priced Options/Extended Term

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.1)	12 months	12 months	12 months	12 months

Estimated Cost (Ref. B.1) (See F.2)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Fixed Fee	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total CPFF	\$4,807,512	\$4,845,130	\$4,842,675	\$4,840,140

H.4 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LARC 52.215-107) (MAR 1989)

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated May 2, 1997 is hereby incorporated herein by reference.

H.5 ADVANCE APPROVAL FOR RELEASE OF TECHNICAL INFORMATION (LARC 52.227-92) (OCT 1993)

The Contractor shall not release technical information based on or containing data first produced in the performance of this contract and describing the work performed under this contract unless prior written approval is given by NASA. The Contractor shall submit technical information regarding the contract effort, such as journal articles, meeting papers, and technical documents, to the Contracting Officer Technical Representative (COTR) for review and concurrence with subsequent approval by the cognizant NASA Headquarters Program Office prior to establishing claim to copyright, publication, presentation, or release to others. The Contractor may proceed upon receipt of written concurrence by the COTR as though approval also had been received from the cognizant NASA Headquarters Program Office, unless directed otherwise in the COTR concurrence letter.

H.6 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (APR 1992)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying nonapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

H.7 GOVERNMENT-FURNISHED COMPUTER ACCESS FOR CONTRACT PERFORMANCE

The Government authorizes the use of Langley Research Center computer resources for Contractor performance of the effort required by the Statement of Work of this contract. The specific equipment will be identified prior to commencement of the work and its use will be directed and monitored by the appropriate Division Computer Manager and the Contracting Officer's Technical Representative for this contract in accordance with Section I Clause 1852-204-76, Security Requirements for Unclassified Automated Information Resources (SEP 1993).

H.8 SAFETY AND HEALTH

If the LaRC Office of Safety and Facility Assurance issues a Notice of Violation (Safety) the Contractor shall respond in detail on the circumstances creating the violation and describe a plan of action to avoid any reoccurrences.

H.9 COMMERCIAL COMPUTER SOFTWARE AND SYSTEMS

The Contractor warrants that the items delivered under this contract/order are merchantable and fit for the particular purpose described in the contract/order, to include accurate performance in the processing of date and date related data (including but not limited to calculating, comparing and sequencing) by all hardware and software products delivered, individually and in combination, upon installation. This performance includes the manipulation of this data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall successfully transition into the year 2000 with the correct system date without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward in time across the year 2000.

All hardware and software products purchased under this contract shall be compliant with year 2000 requirements.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Contractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-5	New Material (MAY 1995)
52.211-7	Other than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
52.215-2	Audit and Records--Negotiation (AUG 1996)
52.215-22	Price Reduction for Defective Cost or Pricing Data (OCT 1995)
52.215-24	Subcontractor Cost or Pricing Data (OCT 1995)
52.215-26	Integrity of Unit Prices (FEB 1997)—Alternate I (JAN 1997)
52.215-27	Termination of Defined Benefit Pension Plans (MAR 1996)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (MAR 1996)
52.215-40	Notification of Ownership Changes (FEB 1995)
52.219-8	Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (OCT 1995)

52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (AUG 1996)

52.219-16 Liquidated Damages--Subcontracting Plan (OCT 1995)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-3 Convict Labor (AUG 1996)

52.222-26 Equal Opportunity (APR 1984)

52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)

52.222-36 Affirmative Action for Handicapped Workers (APR 1984)

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)

52.223-2 Clean Air and Water (APR 1984)

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)—Alternate I (JUL 1995)

52.223-6 Drug-Free Workplace (JAN 1997)

52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)

52.226-1 Utilization of Indian Organization and Indian-Owned Economic Enterprises (SEP 1996)

52.227-1 Authorization and Consent (JUL 1995)--Alternate I (APR 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

52.227-11 Patent Rights--Retention by the Contractor (Short Form) (JUN 1989)--as modified by NASA FAR Supplement 1852.227-11

52.227-14 Rights in Data--General (JUN 1987))--Alternate IV (JUN 1987)—as modified by NASA FAR Supplement 1852.227-14

52.227-16 Additional Data Requirements (JUN 1987)

52.228-7 Insurance--Liability to Third Persons (MAR 1996)

52.230-2 Cost Accounting Standards (APR 1996)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1996)

52.230-6 Administration of Cost Accounting Standards (APR 1996)

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

52.232-12 Advance Payments (APR 1984)

52.232-17 Interest (JUN 1996)

52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)

52.233-1 Disputes (OCT 1995)--Alternate I (DEC 1991)

52.233-3 Protest After Award (AUG 1996)—Alternate I (JUN 1985)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

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

52.242-2 Production Progress Reports (APR 1991)

52.242-3 Penalties for Unallowable Costs (OCT 1995)

52.242-4 Certification of Final Indirect Costs (JAN 1997)

52.242-15 Stop-Work Order (AUG 1989)—Alternate I (APR 1984)

52.243-2 Changes--Cost-Reimbursement (AUG 1987)—Alternate V (APR 1984)

52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)—Alternate I (AUG 1996)

52.244-5 Competition in Subcontracting (DEC 1996)

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)-- Alternate I (JUL 1985) (DEVIATION) (JUL 1995)

52.246-23 Limitation of Liability (FEB 1997)

52.249-5 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996)

52.249-14 Excusable Delays (APR 1984)

52.251-1 Government Supply Sources (APR 1984)
 52.253-1 Computer Generated Forms (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
1852.208-81	Restrictions on Printing and Duplicating (AUG 1993)
1852.212-70	Notice of Delay (DEC 1988)
1852.215-84	Ombudsman (OCT 1996)
1852.216-89	Assignment and Release Forms (OCT 1996)
1852.219-74	Use of Rural Area Small Businesses (SEP 1990)
1852.219-75	Small Business and Small Disadvantaged Business Subcontracting Reporting (OCT 1995)
1852.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
1852.219-77	NASA Mentor-Protege Program (JAN 1994)
1852.223-74	Drug and Alcohol-Free Workforce (MAR 1996)
1852.227-70	New Technology (JUL 1995)
1852.228-75	Minimum Insurance Coverage (OCT 1988)
1852.231-71	Determination of Compensation Reasonableness (MAR 1994)
1852.235-70	Center for AeroSpace Information (NOV 1992)
1852.237-70	Emergency Evacuation Procedures (DEC 1988)
1852.242-72	Observance of Legal Holidays (AUG 1992)--Alternate I (SEP 1989)
1852.242-73	NASA Contractor Financial Management Reporting (APR 1994)
1852.243-71	Shared Savings (MAR 1997)
1852.244-70	Geographic Participation in the Aerospace Program (APR 1985)
1852.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
1852.245-71	Installation-Provided Government Property (MAR 1989)

I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.252-2	Clauses Incorporated by Reference (JUN 1988)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.215-42	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (JAN 1997)
52.216-7	Allowable Cost and Payment (MAR 1997)
52.217-9	Option to Extend the Term of the Contract (MAR 1989)
52.232-12	Advance Payments Without Special Bank Account Alternate V (JUL 1990) Alternate II (APR 1984) And Alternate IV (APR 1984) - as modified by NASA FAR Supplement 1832.412
52.232-25	Prompt Payment (MAY 1997)
52.242-13	Bankruptcy (JUL 1995)
1852.204-76	Security Requirements for Unclassified Automated Information Resources (SEP 1993)
1852.216-80	Task Ordering Procedures (OCT 1996)

I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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

I.4 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.5 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

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

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action -

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of -

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes -

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions.

1.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (FAR 52.215-42) (JAN 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) Information relative to an exception granted for prior or repetitive acquisitions.

(ii) Catalog price information as follows:

(A) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(C) Additionally, for each catalog item that exceeds ___ (extended value not unit price), provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(iii) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

(iv) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(v) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(3) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

I.7 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (MAR 1997)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.7 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs.

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

term "costs" includes only -

- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -
 - (A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (B) Direct labor;
 - (C) Direct travel;
 - (D) Other direct in-house costs; and
 - (E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - (iii) The amount of progress and other payments that have been paid by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.
- (2) Contractor contributions to any pension or other postretirement benefit, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

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

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

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

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 12 months from date of award; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.9 ADVANCE PAYMENTS WITHOUT SPECIAL BANK ACCOUNT (FAR 52.232-12) ALTERNATE V (JUL 1990) ALTERNATE II (APR 1984), ALTERNATE IV (APR 1984) - AS MODIFIED BY NASA FAR SUPPLEMENT 1832.412

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office, NASA Langley Research Center, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$N/A. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Use of funds. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(c) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.

(d) Maximum payment. Unliquidated advanced payments shall not exceed \$401,410 at any time outstanding. In addition, when the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$4,816,920 (not including fixed-fee, if any) for work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$0. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(e) Interest. No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate in subparagraph (e)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest

carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors, for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(f) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

- (i) The termination inventory is sold or retained; and
- (ii) The sale proceeds or retention credits are applied to reduce any outstanding

advance payments.

(g) Insurance. The Contractor represents and warrants that it maintains with responsible insurance carriers

(1) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;

(2) adequate insurance against liability on account of damage to persons or property; and

(3) adequate insurance under all applicable workers' compensation laws. The Contractor agrees that, until work under this contract has been completed and all advance payments made under the contract have been liquidated, it will maintain this insurance; maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (f) of this clause; and furnish any certificates with respect to its insurance that the administering office may require.

(h) Default.

(1) If any of the following events occur, the Government may, by written notice to the Contractor, withhold further payments on this contract:

- (i) Termination of this contract for a fault of the Contractor.
- (ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;
 (B) Comply with any material term of this contract;
 (C) Make progress or maintain a financial condition adequate for performance of this contract;
 (D) Limit inventory allocated to this contract to reasonable requirements; or
 (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (h)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Charge interest, in the manner prescribed in paragraph (e) of this clause, on outstanding advance payments during the period of any event described in subparagraph (h)(1) of this clause.

(ii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iii) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (h)(1) and (h)(2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(i) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(j) Information and access to records. The Contractor shall furnish to the administering office

(1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements, and,

(2) if requested, other information concerning the operation of the contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(k) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(l) Representations and warranties. The Contractor represents and warrants the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the

Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations and warranties shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(m) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or Governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office, accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government, or employ any person at a rate of compensation over \$176,000 a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding \$N/A in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$N/A ; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

N/A

[List the pertinent obligations]

I.10 PROMPT PAYMENT (FAR 52.232-25) (MAY 1997)

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 the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days

referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) 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.

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

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or 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 as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) -- 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.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(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 the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (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.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). 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 principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date 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.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days

for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

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

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 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 clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty that is due on or after January 22, 1990, except--

(1) For additional penalties due on or before January 22, 1992, such penalties shall not exceed \$2,500;

(2) After January 22, 1992, the additional penalty shall not exceed \$5,000;

(3) The additional penalty shall never be less than \$25; and

(4) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.11 BANKRUPTCY (FAR 52.242-13) (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.12 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES (NASA 1852.204-76) (SEP 1993)

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and the clauses of this contract, the Contractor shall initiate personnel screening checks and obtain user responsibility agreements, as required by this clause, for each Contractor employee requiring unescorted or unsupervised physical access or electronic access to the following limited or controlled areas, systems, programs and data:

TBD via Task Orders

(1) The Contractor shall submit a personnel security questionnaire (NASA Form 531, Name Check Request, for National Agency Check (NAC) investigations and Standard Form 85P, Questionnaire

for Public Trust Positions, for specified sensitive positions) and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the installation Security Officer for each Contractor employee who requires access. The required forms may be obtained from the installation security office. Employees may have finger-prints taken at the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228), only between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday, or at any police department.

(i) Several months may be required for completion of complex personnel screening investigations. Background screening may not be required for employees with recent or current Federal Government investigations.

(ii) When employee access is necessary prior to completion of personnel screening, each Contractor employee requiring access may be considered for escorted access. The installation Security Officer will establish the eligibility of proposed escorts.

(2) The Contractor shall ensure that each Contractor employee requiring access executes any user responsibility agreements required by the Government prior to access. The Contractor shall provide signed copies of the agreements to the installation Security Officer for inclusion in the employee's security file. Unauthorized access is a violation of law and punishable under the provisions of 18 U.S.C. 1029, 18 U.S.C. 1030 and other applicable statutes.

(3) The Contractor shall notify the installation AIS Manager no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than 10 days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within 30 days.

(b) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in paragraph (a) of this clause are applicable to performance of the subcontract.

I.13 TASK ORDERING PROCEDURE (NASA 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) With 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

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

- Exhibit A Contract Documentation Requirements, 4 pages
- Exhibit B Subcontracting Plan, May 2, 1997, 4 pages
- Exhibit C Installation-Provided Government Property, March 12, 1997, 21 pages

EXHIBIT A
CONTRACT DOCUMENTATION REQUIREMENTS

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Bi-Monthly Technical Letter Progress Report--The Contractor shall submit bi-monthly technical letter reports for each task assignment describing progress of the task to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report unless otherwise stipulated in individual task assignments. Reports shall be in narrative form, brief and informal in content. These reports shall include:

1. A narrative statement of work accomplished during the report period
2. A statement of current and potential problem areas and proposed corrective action
3. A discussion of work to be performed during the next report period

The bi-monthly progress report shall be submitted within 10 days after the end of each calendar bi-monthly report period. A bi-monthly progress report shall not be required for the period in which the final report is due. This submittal shall be subject to the provisions of the Section I clause entitled "Production Progress Reports."

B. Semi-Annual Progress Report--The Contractor shall submit separate semi-annual reports of all work accomplished during each six-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photographs, and drawings shall be included to convey the intended meaning.

The semi-annual progress report shall be submitted within 30 operating days after the end of each calendar report period. A semi-annual report shall not be required for the period in which the final report is due. This submittal shall be subject to the provisions of the Section I clause entitled "Production Progress Reports."

C. Monthly Financial Management Report

1. The Contractor shall submit a monthly financial management report as provided by the Section I clause entitled "NASA Financial Management Reporting." This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form. (Columns 8a and 8b, 533M, shall contain estimates for the following two successive months for the reporting a. and c. of paragraph 2. below.)

2. For this task assignment contract a 533M shall be provided for the reporting levels identified below:

- a. Each Authorized Task
- b. All Unassigned Effort (Total level of effort hours set forth in B.2, minus sum of all authorized task hours.)
- c. Contract Total (Includes the sum of Items a. and b.) Column 9b shall reflect total hours of _____ and estimated cost of \$_____.)

d. Due not later than the 12th operating day following the close of the Contractor's accounting period being reported.

e. Each 533M shall include a narrative explanation for variances exceeding 25 percent between planned dollars and actual dollars for each reporting category (at the total contract level only).

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

- a. Direct Productive Labor Dollars
- b. Fringe
- c. Travel
- d. Other Direct Costs
- e. Consultants
- f. Honorarium
- g. Equipment
- h. Subcontract
- i. Overhead
- j. Equip/Subcontract Rate
- k. G&A
- l. Total Costs

D. Quarterly Financial Management Report--The Contractor shall submit a financial report at the contract level detailed by categories specified in paragraph 3. above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form. The initial report shall be due 10 operating days after the award of the contract.

E. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, and in accordance with the instructions on the reverse of the form.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 1852.219-75, Small and Small Disadvantaged Subcontracting Reporting.

Pursuant to the contract clause entitled "Small Business and Small Disadvantaged Subcontracting Plan" (FAR 52.219-9 and 19.704(a)(5)), you are required to submit a letter progress report on a monthly basis. The "Monthly Progress Report for Socioeconomic Goals" shall be limited to the monthly data only (excluding cumulative data from beginning of Subcontract Plan) as required for Lines 10A, 10B, 10C, 11, and 12 of the Standard Form 294. (See the sample in Section J, List of Attachments) Letter progress reports may be signed by the Contract Administrator or equivalent organizational level, and each report is due by the 10th calendar day of the month following the close of the reporting period.

F. Program of Activities Report--The Contractor shall submit within twenty (20) days from the effective date of this contract a proposed program of activities and a discussion of work to be performed during the first twelve (12) month period of the contract. Follow-up reports shall be submitted every subsequent twelve (12) month period thereafter.

G. Documentation for Transferring Property to the Government

In accordance with the Installation-Provided Government Property clause of this contract, accountability for that property which is acquired for the Government under this contract shall be passed to the Government as using the following procedure:

Property Utilized in the Performance of this Contract at Langley Research Center. The transfer of accountability shall be initiated by the Contractor submitting a Requisition and Invoice/Shipping Document, DD Form 1149, accompanied by a copy of the Contractor's applicable purchasing document for the property. The Contractor shall insert both the Contractor's Subcontract/Purchase Order number and the Government contract number of the DD Form 1149 under the "Federal Stock Number, Description, and Coding of Material and/or Services" block. If the property is delivered to Langley Research Center, the DD 1149 and the supporting documentation must be submitted within 30 workdays after acceptance of the item by the Contractor. If the property is to be transferred from another location to Langley Research Center, the DD 1149 and other documents must be submitted prior to delivery of the property to the Government. Receipt by the Contractor of a copy of the DD 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

H. Quarterly Accident/Injury Report—The Contractor shall submit a quarterly accident/injury report within ten (10) days after the end of each quarter.

I. Final Reports—Each task assignment may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained in Attachment 3, Procedures for the Preparation and Approval of Contractor Reports for Langley Research Center, Form PROC./P-72. The specified number of approval copies shall be submitted within the time specified in the task assignments.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted f.o.b. destination as specified below, addressed as follows:

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

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

A—Contract Administrator, Mail Stop 126

B—Contracting Officer Technical Representative, Mail Stop

C—New Technology Representative, Mail Stop 212

D—Patent Counsel, Mail Stop 212

E—Cost Accounting, Mail Stop 135 (via Mail Stop 175)

F—Safety Officer, Mail Stop 429

H—Industrial Property Officer, Mail Stop 377

I—According to Instructions on Form

C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifies the number of copies to be provided:

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Monthly/Quarterly Progress Report	A-1, B-2 *
Monthly/Quarterly - Financial Management Report	A-1, B-2, E-2
New Technology or Patent Rights Reports	A-1, B-2, C-1, D-1
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1
Summary Subcontractor Report (Standard Form 295)	A-1, I-1
Program of Activities Report	A-1, B-1
Quarterly Accident/Injury Report	A-1, B-1, F-1
Final Report (Approval Copies)	A-5
Final Report (Approved)	As specified by the Contracting Officer

D. When the Contract Administrator (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Administrator. The Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

EXHIBIT B
SUBCONTRACTING PLAN

ICASE

34

VOLUME II
BUSINESS PROPOSAL
SECTION 5.0

SMALL BUSINESS (SB) AND SMALL DISADVANTAGED BUSINESS (SDB)
SUBCONTRACTING PLAN

DATE: May 2, 1997
CONTRACTOR: Universities Space Research Association (USRA)
ADDRESS: 10227 Wincopin Circle, Suite 212
CITY: Columbia STATE: MD ZIP CODE: 21044
RFP: 1-167-AE.0340

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507.

1.0 We have set goals (1.1 and 1.2 below) for subcontracting to small businesses and small disadvantaged businesses for the base program and the four (4) Option years, June 1, 1997 - May 31, 2002. USRA anticipates a minimum of 40% of subcontracts to go to small business and 6% of subcontracts to go to small disadvantaged businesses. The principle type of subcontract for small, small disadvantaged and women-owned businesses is science consultants conducting research. We did not include indirects in developing the goals. The goals were developed based on our historical experience on this type of work. USRA had made it a policy whenever possible to subcontract with small, small disadvantaged or women owned businesses.

- (a) Total subcontracting dollars to all sources under this contract for: \$6,588,747.
- (b) Dollars and percent of total subcontracting dollars which will go to small businesses: \$2,635,499 40%
- (c) Dollars and percent of total subcontracting dollars which will go to small businesses owned and controlled by socially and economically disadvantaged individuals (SDB): \$395,325 6% (HBCUs included; W-O SB as subset).
- (d) Dollars and percent of total subcontracting dollars which will go to women-owned businesses: \$395,325 6%

The following individual will administer the subcontracting program:

NAME: Bart Ung
EMAIL: bart@hq.usra.edu
TITLE: Contracts Manager
ADDRESS: 10227 Wincopin Circle, American City Building, Suite 212
CITY: Columbia STATE: MD ZIP CODE: 21044
TELEPHONE: (410) 730-2656 FAX: (410) 730-3496

Mr. Ung's specific duties, as they relate to USRA's subcontracting program, are as follows: General overall responsibility for review, monitoring, and execution of the plan, including but not limited to:

- (a) Identifying small and small disadvantaged business and women-owned sources from information provided by Government agencies (such as SBA) and other sources.
- (b) Assuring inclusion of SB, SDB and women-owned firms in all solicitations where applicable.
- (c) Attending or arranging for attendance of purchasing personnel at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, and other similar meetings.
- (d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (e) Monitoring attainment of proposed goals.
- (f) Reviewing solicitations to delete statements, clauses, and other provisions which may tend to restrict SB, SDB and W-O SB participation.

USRA will initiate the following actions to assure that small, small disadvantaged and women-owned business concerns will have an equitable opportunity to compete for subcontracts.

- (a) Outreach efforts shall be established as follows:
 - 1) Contacts will be made with at least three (3) minority and small business trade associations.
 - 2) Contacts will be made with at least two (2) business development organizations.
 - 3) USRA will attend local small and minority Business procurement conferences and trade fairs.
- (b) The following internal efforts shall be conducted so as to guide and encourage buyers:
 - 1) USRA will periodically conduct workshops, seminars, and training programs.
 - 2) Activities shall be monitored to evaluate compliance with this subcontracting plan.
- (c) Small, small disadvantaged and women-owned business source lists, guides, and other relevant data identifying small and disadvantaged business vendors shall be maintained and utilized by the buyers in soliciting subcontracts.
- (d) USRA will assist small, small disadvantaged and women-owned 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 bidder's list of potential small business, and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such concerns an opportunity to compete over a period of time.

(e) USRA will provide adequate and timely consideration of the capabilities of small, small disadvantaged and women-owned business concerns in all "make-or-buy" decisions.

(f) USRA will counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned business firms.

FAR clause 52.219-8, entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" provides that all subcontracts in excess of \$500,000 (\$1,000,000 for construction) will include plans for subcontracting with small and small disadvantaged businesses. USRA will include FAR 52.218-8 in its subcontracts pursuant to the USRA Procurement Manual requirements set forth in PM 207, "Socioeconomic Programs"; PM 300, "Selection Process"; PM 301, "Requirements Processing" in all* subcontracts which offer further subcontracting opportunities. All* subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 or, in the case of a contract for the construction of any public facility, \$1,000,000 will also be required to adopt and comply with a subcontracting plan similar to the plan required by the clause at 52.219-9. Such plans will be reviewed by comparing them with the provisions of P. L. 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic visits to the subcontractor facilities or reviews of applicable records and subcontracting program progress.

*Subcontracts issued for commercial items (supplies and services) that can be more economically procured using commercial competitive procurement practices will be used for the advantage of the Government and may preclude imposition of undue hardships on industry to track procurements by these classifications.

USRA agrees to cooperate in any studies or surveys as may be required by the contracting Agency or the Small Business Administration in order to determine the extent of compliance with the subcontracting plan. Additionally, we agree to submit Standard Forms 294 and 295 and any other reports required by the Government relating to this program.

USRA agrees to maintain at least the following types of records to document compliance with this subcontracting plan:

- (a) Small, small disadvantaged, women-owned business source lists, guides, and other data identifying SB, SDB, and W-O SB vendors.
- (b) Organizations contacted for small and disadvantaged business sources.
- (c) Catalogs of HBCUs and other MIs.
- (d) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small businesses were solicited, and if not, why not; (2) whether small disadvantaged businesses and women-owned were solicited, and if not, why not; and (3) reasons for the failure of solicited small businesses, small disadvantaged businesses or women-owned to receive the subcontract award.

ICASE

38

(e) Records to support other outreach efforts: Contracts with minority, women-owned and small business trade associations, business development organizations, and attendance at small, women-owned and minority business procurement conferences and trade fairs.

(f) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, and monitoring activities to evaluate compliance.

(g) On a contract-by-contract basis, records to support award data submitted to the Government to include name and address of subcontractor.

EXHIBIT C

LIST OF INSTALLATION PROVIDED PROPERTY

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
G073834	DISPLAY UNIT PRINCETON GRAPHIC SYSTEMS	TW008101891 ULTRA18	879.	CLANCY, LEON M.	1298T 400
G073838	COMPUTER, MICRO SUN MICROSYSTEMS INC	008F2789 147(4/80FGX8)	8,898.	CLANCY, LEON M.	1298 124
G074589	DISPLAY UNIT HITACHI MFG CO	Y0C005418 CM2088A3SG	8,225.	CLANCY, LEON M.	1192C 125A
G074700	INTERFACE, MULTIPLEX MOTION STRAND CENTURY INC	NONE 5801	1,500.	CLANCY, LEON M.	1298 150B
G074701	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 575W	8,400.	CLANCY, LEON M.	1298 150B
G074702	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 575W	8,400.	CLANCY, LEON M.	1298 150B
G074703	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 575W	8,400.	CLANCY, LEON M.	1298 150B
G074704	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 575W	8,400.	CLANCY, LEON M.	1298 150B
G074705	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 575W	8,400.	CLANCY, LEON M.	1298 150B
G074706	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 2500W	8,784.	CLANCY, LEON M.	1298 150B
G074707	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 2500W	8,784.	CLANCY, LEON M.	1298 150B
G074708	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 2500W	8,784.	CLANCY, LEON M.	1298 150B
G074709	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 2500W	8,784.	CLANCY, LEON M.	1298 150B

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
G074710	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 2500W	8,784.	CLANCY, LEON M.	1298 150B
G074711	BALLAST AUTOMATIC LIGHTING SYS STRAND CENTURY INC	NONE 4000W	10,471.	CLANCY, LEON M.	1298 150B
G077479	COMPUTER, MICRO SUN MICROSYSTEMS INC	034F1497 147B4/85GX8P3	11,743.	CLANCY, LEON M.	1298T 400
G078332	DISPLAY UNIT PHILIPS	027CG8388 M19P114	1,237.	CLANCY, LEON M.	1298T 400
0058834	COMPUTER, MINI SUN MICROSYSTEMS INC	817E1180 3/150	18,989.	CLANCY, LEON M.	1298 124
0059532	SERVER, DATA CENTER ENCORE COMPUTER CORP	1705 ANNO1	5,000.	CLANCY, LEON M.	1298 124
0059533	SERVER, DATA CENTER ENCORE COMPUTER CORP	1711 ANNO1	5,000.	CLANCY, LEON M.	1298 124
0082289	TRANSPORT, MAGNETIC TAPE EXABYTE CORP	1120 NONE	3,535.	CLANCY, LEON M.	1298 144
0082273	TERMINAL, DATA PROCESSING WYSE TECHNOLOGY	01C18C04970 WY80-02-01	417.	CLANCY, LEON M.	1298 146
0082278	TERMINAL, DATA PROCESSING WYSE TECHNOLOGY	01C19200958 WY80-02-01	417.	CLANCY, LEON M.	1298 NOC
0082280	TERMINAL, DATA PROCESSING WYSE TECHNOLOGY	01C19200970 WY80-02-01	417.	CLANCY, LEON M.	1298 146
0082285	TERMINAL, DATA PROCESSING WYSE TECHNOLOGY	01C19200960 WY80-02-01	417.	CLANCY, LEON M.	1298 146
0082288	TERMINAL, DATA PROCESSING WYSE TECHNOLOGY	01C19200797 WY80-02-01	417.	CLANCY, LEON M.	1298 146

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
0137748	DATA SWITCH BLACK BOX CORP THE SOURCE FOR	608003815 ABC SWITCH	100.	CLANCY, LEON M.	1298 101
0239413	PRINTER, ADP NEC INFORMATION SYSTEMS INC	549121875T PINWRITER P3	850.	CLANCY, LEON M.	1298 101
0258848	PRINTER, ADP HEWLETT-PACKARD CO	2801S20888 2225A	331.	CLANCY, LEON M.	1298 148
0260018	DISK DRIVE UNIT SUN MICROSYSTEMS INC	819C1152 3/50MS01	3,720.	CLANCY, LEON M.	1298 124
0282892	PRINTER, ADP HEWLETT-PACKARD CO	2512S42888 2225C	331.	CLANCY, LEON M.	1298 148
0283520	BALLAST, LAMP QUARTZ COLOR	180988 2088	1,882.	CLANCY, LEON M.	1298 150B
0283521	LIGHTING SYSTEM QUARTZ COLOR	0417 4000	2,735.	CLANCY, LEON M.	1298 150B
0283522	BALLAST, LAMP QUARTZ COLOR	181014 2088	2,736.	CLANCY, LEON M.	1298 150B
0283523	LIGHTING SYSTEM QUARTZ COLOR	3322 2500	1,882.	CLANCY, LEON M.	1298 150B
0411731	TYPEWRITER INTERNATIONAL BUSINESS MACHINE	2707997 895	693.	CLANCY, LEON M.	1298 103
0430311	TYPEWRITER INTERNATIONAL BUSINESS MACHINE	2184038 895	621.	CLANCY, LEON M.	1298 103
0430312	TYPEWRITER INTERNATIONAL BUSINESS MACHINE	3089798 895	693.	CLANCY, LEON M.	1298 108
0547820	PROJECTOR, TELEVISION SONY CORP	501038 RVP480	3,608.	CLANCY, LEON M.	1298 121

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
0549000	EXTENDER, INPUT/OUTPUT NATIONAL INSTRUMENT CO INC	721 GP1B100	1,195.	CLANCY, LEON M.	1298 150B
0549001	EXTENDER, INPUT/OUTPUT NATIONAL INSTRUMENT CO INC	724 GP1B100	1,195.	CLANCY, LEON M.	1298 150B
0847254	DISPLAY UNIT SUN MICROSYSTEMS INC	911BM1480 M18P114PHILIPS	3,000.	CLANCY, LEON M.	1298T 400
0847884	DISPLAY UNIT SUN MICROSYSTEMS INC	932BM9297 M18P114	3,000.	CLANCY, LEON M.	1298T 400
0847886	DISPLAY UNIT SUN MICROSYSTEMS INC	932BM9456 M18P114	3,000.	CLANCY, LEON M.	1298T 400
0847888	DISPLAY UNIT SUN MICROSYSTEMS INC	932BM9385 M18P114	3,000.	CLANCY, LEON M.	1298T 400
0849188	COMPUTER, MINI SUN MICROSYSTEMS INC	1006CP5891 4/80M18P114	9,398.	CLANCY, LEON M.	1298T 400
0849189	COMPUTER, MINI SUN MICROSYSTEMS INC	938BM0985 4/80M18P114	6,998.	CLANCY, LEON M.	1298T 400
0849190	COMPUTER, MINI SUN MICROSYSTEMS INC	935BM0588 4/80M18P114	6,998.	CLANCY, LEON M.	1298T 400
0849191	COMPUTER, MINI SUN MICROSYSTEMS INC	938RM0881 4/80M18P114	6,998.	CLANCY, LEON M.	1298T 400
0849192	COMPUTER, MINI SUN MICROSYSTEMS INC	917BM4793 4/80M18P114	9,398.	CLANCY, LEON M.	1298T 400
0849193	COMPUTER, MINI SUN MICROSYSTEMS INC	918BM5248 4/80M18P114	6,998.	CLANCY, LEON M.	1298T 400
1088528	COMPUTER, MICRO DIAMOND FLOWER INC	MNC87591 388SX	1,395.	CLANCY, LEON M.	1298 NOC

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1088527	DISPLAY UNIT LEADING TECHNOLOGIES CORP	01103083 1430V	200.	CLANCY, LEON M.	1298 NOC
1088528	COMPUTER, MICRO DIAMOND FLOWER INC	NMC87885 3885X	1,395.	CLANCY, LEON M.	1298 101
1088529	DISPLAY UNIT LEADING TECHNOLOGIES CORP	01103087 1430V	200.	CLANCY, LEON M.	1298 101
1088534	DISPLAY UNIT SUN MICROSYSTEMS INC	904CZ4287 16INCH COLOR	3,000.	CLANCY, LEON M.	1298 124
1088535	COMPUTER, MINI SUN MICROSYSTEMS INC	051F2407 SPARC2	10,290.	CLANCY, LEON M.	1298T 400
1088536	COMPUTER, MINI SUN MICROSYSTEMS INC	050F2152 SPARC2	9,742.	CLANCY, LEON M.	1298 103
1088538	PRINTER, ADP TEKTRONIX INC	JPO2865 4893PXN	8,796.	CLANCY, LEON M.	1298 124
1088539	DISK DRIVE UNIT CITA TECHNOLOGIES, INC.	28265 PE114	2,430.	CLANCY, LEON M.	1298 151
1088540	DISK DRIVE UNIT CITA TECHNOLOGIES, INC.	2430 SA-H242D	15,841.	CLANCY, LEON M.	1298 149
1088541	DISK DRIVE UNIT CITA TECHNOLOGIES, INC.	4933 SA-H242D	7,080.	CLANCY, LEON M.	1298 138
1088542	DISK DRIVE UNIT TOTAL TEC SYSTEMS INC	2858 H116/2	4,920.	CLANCY, LEON M.	1298 144
1088544	DISPLAY UNIT SUN MICROSYSTEMS INC	901BM4010 18" MONOCHROME	1,000.	CLANCY, LEON M.	1298T 400
1088548	DISPLAY UNIT SUN MICROSYSTEMS INC	1008CP5891 19" MONOCHROME	1,000.	CLANCY, LEON M.	1298 NOC

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1088551	DISPLAY UNIT SUN MICROSYSTEMS INC	938BM0985 18" MONOCHROME	1,000.	CLANCY, LEON M.	1298T 400
1088552	COMPUTER, MINI SUN MICROSYSTEMS INC	001F0939 SPARC1	8,995.	CLANCY, LEON M.	1298T 400
1088553	COMPUTER, MINI SUN MICROSYSTEMS INC	001F0956 SPARC1	8,995.	CLANCY, LEON M.	1298 NOC
1088554	DISPLAY UNIT SUN MICROSYSTEMS INC	831HF2141 18" MONOCHROME	1,000.	CLANCY, LEON M.	1298T 400
1159821	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0302 ELC4/25	5,055.	CLANCY, LEON M.	1298T 400
1159822	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0347 ELC4/25	6,109.	CLANCY, LEON M.	1298T 400
1159824	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0379 ELC4/25	6,514.	CLANCY, LEON M.	1298T 400
1159825	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0420 ELC4/25	6,397.	CLANCY, LEON M.	1298T 200
1159826	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0369 ELC4/25	8,811.	CLANCY, LEON M.	1298 145
1159827	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0348 ELC4/25	5,852.	CLANCY, LEON M.	1298 120
1159828	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0267 ELC4/25	7,311.	CLANCY, LEON M.	1298 143
1159829	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0525 ELC4/25	5,214.	CLANCY, LEON M.	1298T 400
1159830	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0518 ELC4/25	5,214.	CLANCY, LEON M.	1298T 400

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1159831	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0524 ELC4/25	5,338.	CLANCY, LEON M.	1298T 400
1159832	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0540 ELC4/25	8,514.	CLANCY, LEON M.	1298T 402
1159833	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0517 ELC4/25	2,798.	CLANCY, LEON M.	1298T 400
1159834	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0513 ELC4/25	7,292.	CLANCY, LEON M.	1298T 400
1159835	COMPUTER, MINI SUN MICROSYSTEMS INC	217ED0497 ELC4/25	5,214.	CLANCY, LEON M.	1298T 400
1159836	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0367 ELC4/25	5,214.	CLANCY, LEON M.	1298T 203
1159837	PRINTER, ADP HEWLETT-PACKARD CO	3211J7000 LASERJETIII	5,107.	CLANCY, LEON M.	1298 139
1159838	PRINTER, ADP HEWLETT-PACKARD CO	3211J017005 LASERJETIII	5,107.	CLANCY, LEON M.	1298 138
1159839	PRINTER, ADP HEWLETT-PACKARD CO	3211J18997 LASERJETIII	5,107.	CLANCY, LEON M.	1298 144
1159840	DISK DRIVE UNIT SIGMA INFORMATION SYSTEMS INC	6237 SA-H212D	2,400.	CLANCY, LEON M.	1298 144
1159842	COMPUTER, MINI SUN MICROSYSTEMS INC	149K0416 670MP	23,811.	CLANCY, LEON M.	1298 144
1256682	DISK DRIVE UNIT CITA TECHNOLOGIES, INC.	SE308135 ST43400N	2,590.	CLANCY, LEON M.	1298T 300
1260297	DISPLAY UNIT SUN MICROSYSTEMS INC	728C0304 M18P114A8116	1,863.	CLANCY, LEON M.	1298 144

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1262867	PRINTER, ADP NEC INFORMATION SYSTEMS INC	2925385499208 LC350	1,529.	CLANCY, LEON M.	1298 103
1262868	COMPUTER, MICRO GATEWAY 2000	718-314 486/255X	1,395.	CLANCY, LEON M.	1298 101
1262870	COMPUTER, MICRO GATEWAY 2000	1125128 486DX/33V	2,025.	CLANCY, LEON M.	1298 103
1262871	DISPLAY UNIT GATEWAY 2000	MAL182029 CS1572FS	470.	CLANCY, LEON M.	1298 101
1262872	COMPUTER, MICRO GATEWAY 2000	718313 486DX/33MHZ	1,825.	CLANCY, LEON M.	1298 102
1262873	DISPLAY UNIT GATEWAY 2000	MAL140575 CS1572FS	470.	CLANCY, LEON M.	1298 102
1262874	COMPUTER, MICRO GATEWAY 2000	1386901 486DX2-50V	1,945.	CLANCY, LEON M.	1298 101
1262875	DISPLAY UNIT GATEWAY 2000	MAL185644 CS1572FS	450.	CLANCY, LEON M.	1298 103
1262876	COMPUTER, MICRO GATEWAY 2000	641759 486/33	2,145.	CLANCY, LEON M.	1298 108
1262877	COMPUTER, MICRO GATEWAY 2000	641758 486/33	2,145.	CLANCY, LEON M.	1298 103
1262878	DISPLAY UNIT NEC INFORMATION SYSTEMS INC	22D21013B 5FG	400.	CLANCY, LEON M.	1298 108
1262879	DISPLAY UNIT NEC INFORMATION SYSTEMS INC	22D21142B 5FG	400.	CLANCY, LEON M.	1298 103
1264313	TYPEWRITER, ELECTRIC LEXMARK INTL INC	11M0151 WHEELWRITER1500	597.	CLANCY, LEON M.	1298 103

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1423548	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0850 GDM1982B	1,850.	CLANCY, LEON M.	1298 151
1423549	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F2628 SPARC10	5,943.	CLANCY, LEON M.	1298 151
1423550	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0851 GDM1982B	1,850.	CLANCY, LEON M.	1298 116
1423752	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0842 GDM1982B	1,850.	CLANCY, LEON M.	1298 139
1423753	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F1837 SPARC10	5,943.	CLANCY, LEON M.	1298 137
1423754	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F3153 SPARC10	9,243.	CLANCY, LEON M.	1298 139
1423755	DISPLAY-UNIT SUN MICROSYSTEMS INC	9310DX0848 GDM1982B.	1,850.	CLANCY, LEON M.	1298T 200
1423756	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F1858 SPARC10	6,993.	CLANCY, LEON M.	1298 151
1423759	RECORDER, CASSETTE, VIDEO JVC CO OF AMERICA	127X0142 BR-S378U	919.	CLANCY, LEON M.	1298 121
1423760	DISPLAY UNIT SONY CORP	AR22670289 CT2082VY4	358.	CLANCY, LEON M.	1298 121
1423761	DISPLAY UNIT SUN MICROSYSTEMS INC	36B1160-01 GDM1982B	1,850.	CLANCY, LEON M.	1298 144
1423762	PRINTER, ADP TEKTRONIX INC	JP3A20K 4684	11,405.	CLANCY, LEON M.	1298 144
1423763	PRINTER, ADP TEXAS INSTRUMENTS INC CONTROL	12376402473 MICRO PRO800	1,299.	CLANCY, LEON M.	1298 144

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1423764	PRINTER, ADP TEXAS INSTRUMENTS INC CONTROL	12378402181 MICRO PRO800	1,299.	CLANCY, LEON M.	1298 106
1423765	PRINTER, ADP TEXAS INSTRUMENTS INC CONTROL	12378402085 MICRO PRO800	1,299.	CLANCY, LEON M.	1298 106
1423766	PRINTER, ADP TEXAS INSTRUMENTS INC CONTROL	12378402147 MICRO PRO800	1,299.	CLANCY, LEON M.	1298 103
1423767	PRINTER, ADP TEXAS INSTRUMENTS INC CONTROL	12378402193 MICRO PRO800	1,299.	CLANCY, LEON M.	1298 103
1423768	PRINTER, ADP TEXAS INSTRUMENTS INC CONTROL	1237840010X MICRO PRO800	1,299.	CLANCY, LEON M.	1298T 301
1423769	MONITOR, TELEVISION SONY CORP	Z004815 PVM1344Q	855.	CLANCY, LEON M.	1298 144
1423770	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0652 GDM1982B	1,850.	CLANCY, LEON M.	1298 147
1423771	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F3180 SPARC10	5,943.	CLANCY, LEON M.	1298 147
1423772	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0643 GDM1982B	1,880.	CLANCY, LEON M.	1298 141
1423773	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F1783 SPARC10	5,943.	CLANCY, LEON M.	1298 135
1423774	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F2791 SPARC10	5,943.	CLANCY, LEON M.	1298 137
1423775	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0645 GDM1982B	1,850.	CLANCY, LEON M.	1298 141
1423776	COMPUTER, MICRO SUN MICROSYSTEMS INC	315F3181 SPARC10	8,143.	CLANCY, LEON M.	1298 139

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1423777	DISPLAY UNIT SUN MICROSYSTEMS INC	9310DX0849 GDM1962B	1,850.	CLANCY, LEON M.	1298 103
1423778	SCANNER, COMPUTER HEWLETT-PACKARD CO	3414A48094 C2500A	1,850.	CLANCY, LEON M.	1298 144
1423779	RECORDER, CASSETTE, VIDEO JVC CO OF AMERICA	157N0040 BR-S378U	919.	CLANCY, LEON M.	1298 144
1423780	RECORDER, DISK, VIDEO SONY CORP	10388 LVR3000N	12,800.	CLANCY, LEON M.	1298 144
1423781	CONVERTER, SCAN, VIDEO CHROMATEK INC	230494 9120DOWN CONVER	21,000.	CLANCY, LEON M.	1298 144
1423782	INTERFACE, NETWORK TEKTRONIX INC	B0142339 4B11A	1,300.	CLANCY, LEON M.	1298 144
1423785	MODEM, COMMUNICATIONS MICROCOM CORP	E420X13158 DESK-PORTE	237.	CLANCY, LEON M.	1298 151
1423786	PRINTER, ADP OKIDATA CORP	204A0073955 GE8283A	922.	CLANCY, LEON M.	1298 101
1423787	PRINTER, ADP CANON USA INC	SAS20673 BJ330	630.	CLANCY, LEON M.	1298 101
1423788	MODEM, COMMUNICATIONS MICROCOM CORP	E420X13158 DESK-PORTE	237.	CLANCY, LEON M.	1298 151
1423789	DISPLAY UNIT SUN MICROSYSTEMS INC	9320DX0865 GDM1962B	1,850.	CLANCY, LEON M.	1298 139
1423790	DISPLAY UNIT SUN MICROSYSTEMS INC	9305CY0912 GDM1962B	1,850.	CLANCY, LEON M.	1298 135
1423791	COMPUTER, MICRO SUN MICROSYSTEMS INC	324F3052 SPARCSTATION10	13,309.	CLANCY, LEON M.	1298 141

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1423792	COMPUTER, MICRO SUN MICROSYSTEMS INC	324F3060 SPARCSTATION10	16,809.	CLANCY, LEON M.	1298 141
1423793	DISPLAY UNIT SUN MICROSYSTEMS INC	9318CY0003 GDM1982B	1,850.	CLANCY, LEON M.	1298T 400
1423794	COMPUTER, MINI SILICON GRAPHICS INC	08008908F95A CMB007	23,000.	CLANCY, LEON M.	1298 108
1423795	DISPLAY UNIT SUN MICROSYSTEMS INC	208001384 HL7985KW-CD	1,500.	CLANCY, LEON M.	1298 149
1423796	DISPLAY UNIT SUN MICROSYSTEMS INC	208001137 HL7985KW-CD	1,500.	CLANCY, LEON M.	1298 147
1423797	COMPUTER, MINI SILICON GRAPHICS INC	08008907433E CMB007	23,000.	CLANCY, LEON M.	1298 143
1423798	COMPUTER, MICRO SUN MICROSYSTEMS INC	345F1213 SPARCSTATION2	11,398.	CLANCY, LEON M.	1298 124
1423800	COMPUTER, MICRO SUN MICROSYSTEMS INC	324F2929 SPARCSTATION10	17,709.	CLANCY, LEON M.	1298 135
1424588	SERVER, DATA CENTER ENCORE COMPUTER CORP	1897 ANN01	5,000.	CLANCY, LEON M.	1298 124
1424581	DISPLAY UNIT SUN MICROSYSTEMS INC	9368M0913 19" MONOCHROME	1,000.	CLANCY, LEON M.	1298T 400
1424582	DISPLAY UNIT SUN MICROSYSTEMS INC	9328M9248 19" MONOCHROME	1,000.	CLANCY, LEON M.	1298T 400
1424583	DISPLAY UNIT SUN MICROSYSTEMS INC	0017294-122DH87 19INCH MONOCHRO	1,000.	CLANCY, LEON M.	1298 151
1424680	COMPUTER, MINI SILICON GRAPHICS INC	35252728 IRIS INDIGO	22,400.	CLANCY, LEON M.	1298T 300

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1424882	COMPUTER, MINI SILICON GRAPHICS INC	35252719 IRIS INDIGO	22,400.	CLANCY, LEON M.	1298 138
1424883	DISPLAY UNIT IKEGAMA TSUSHINKI CO LTD	001880 CT20D	850.	CLANCY, LEON M.	1298T 301
1424884	DISPLAY UNIT IKEGAMA TSUSHINKI CO LTD	001887 CT20D	850.	CLANCY, LEON M.	1298T 304
1424885	COMPUTER, MICRO UNKNOWN (VERIFIED)	NONE (VERIFIED) SPARCSTATION2	5,000.	CLANCY, LEON M.	1298T 201
1424886	DISPLAY UNIT UNKNOWN (VERIFIED)	00580 NONE	480.	CLANCY, LEON M.	1298T 304
1424887	DISPLAY UNIT UNKNOWN (VERIFIED)	00636 NONE	480.	CLANCY, LEON M.	1298T 201
1424888	COMPUTER, MICRO UNKNOWN (VERIFIED)	NONE (VERIFIED) SPARCSTATION2	5,000.	CLANCY, LEON M.	1298T 203
1424889	DISPLAY UNIT SILICON GRAPHICS INC	2003192 GDM1930SG	2,450.	CLANCY, LEON M.	1298T 300
1424890	DISPLAY UNIT SILICON GRAPHICS INC	208009009 GDM1930SG	2,450.	CLANCY, LEON M.	1298T 400
1424891	DISPLAY UNIT SUN MICROSYSTEMS INC	9435FR2741 GDM17E10	1,000.	CLANCY, LEON M.	1298 135
1424892	DISPLAY UNIT SUN MICROSYSTEMS INC	9451FR0404 GDM17E10	1,000.	CLANCY, LEON M.	1298T 203
1424893	COMPUTER, MINI SUN MICROSYSTEMS INC	418F2833 SPARCSTATION20	6,581.	CLANCY, LEON M.	1298T 301
1424894	COMPUTER, MINI SUN MICROSYSTEMS INC	418F2761 SPARCSTATION20	12,011.	CLANCY, LEON M.	1298T 300

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1424897	DISK DRIVE UNIT CITA TECHNOLOGIES, INC.	13394 SA-H212D	5,710.	CLANCY, LEON M.	1298 151
1424898	DISK DRIVE UNIT CITA TECHNOLOGIES, INC.	13395 SA-H212D	5,710.	CLANCY, LEON M.	1298 149
1424899	DISPLAY UNIT SUN MICROSYSTEMS INC	3851324-01 GDM20D10	1,000.	CLANCY, LEON M.	1298 147
1425910	DISPLAY UNIT SONY CORP	9422FC0281 GDM20	1,857.	CLANCY, LEON M.	1298 141
1425911	DISPLAY UNIT SONY CORP	9435FR2737 GDM17	1,200.	CLANCY, LEON M.	1298 151
1425912	DISPLAY UNIT SONY CORP	9451FRO218 GDM17	1,200.	CLANCY, LEON M.	1298T 201
1425913	DISPLAY UNIT SONY CORP	9424FC2448 GDM20	1,800.	CLANCY, LEON M.	1298 112
1425914	DISPLAY UNIT SONY CORP	9435FR2739 GDM17	1,200.	CLANCY, LEON M.	1298T 201
1425916	DISPLAY UNIT SONY CORP	9425FC1223 GDM20	1,800.	CLANCY, LEON M.	1298 137
1425917	DISPLAY UNIT SONY CORP	9425FC1224 GDM20	1,800.	CLANCY, LEON M.	1298 151
1425918	DISPLAY UNIT SONY CORP	9424FC2449 GDM20	1,800.	CLANCY, LEON M.	1298 106
1425919	DISPLAY UNIT SONY CORP	9424FC2455 GDM20	1,800.	CLANCY, LEON M.	1298 140
1425920	DISPLAY UNIT SONY CORP	9424FC2454 GDM20	1,800.	CLANCY, LEON M.	1298T 300

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL-NO	COST	USER NAME	BLDG ROOM
1425921	DISPLAY UNIT SONY CORP	9451FR0289 ADM17	1,200.	CLANCY, LEON M.	1298 139
1425922	DISK DRIVE UNIT SUN MICROSYSTEMS INC	424G4780 2PLUS	485.	CLANCY, LEON M.	1298 151
1425923	COMPUTER. MINI SUN MICROSYSTEMS INC	438E0893 20/50	9,521.	CLANCY, LEON M.	1298 141
1425924	COMPUTER. MINI SUN MICROSYSTEMS INC	439E0299 20/50	5,121.	CLANCY, LEON M.	1298T 304
1425925	COMPUTER. MINI SUN MICROSYSTEMS INC	439F0829 20/50	5,121.	CLANCY, LEON M.	1298T 300
1425926	COMPUTER. MINI SUN MICROSYSTEMS INC	451F4108 20/50	9,521.	CLANCY, LEON M.	1298 139
1425927	COMPUTER. MINI SUN MICROSYSTEMS INC	451F4308 20/50	5,121.	CLANCY, LEON M.	1298 137
1425928	COMPUTER. MINI SUN MICROSYSTEMS INC	451F4314 20/50	5,121.	CLANCY, LEON M.	1298 135
1425929	COMPUTER. MINI SUN MICROSYSTEMS INC	425M4834 20/51	7,497.	CLANCY, LEON M.	1298 151
1425930	COMPUTER. MINI SUN MICROSYSTEMS INC	433F1731 20/51	7,497.	CLANCY, LEON M.	1298T 200
1425931	COMPUTER. MINI SUN MICROSYSTEMS INC	433F2018 20/51	7,497.	CLANCY, LEON M.	1298T 301
1425932	COMPUTER. MINI SUN MICROSYSTEMS INC	433F2051 20/51	7,497.	CLANCY, LEON M.	1298 143
1425933	COMPUTER. MINI SUN MICROSYSTEMS INC	433F2054 20/51	7,497.	CLANCY, LEON M.	1298T 201

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1425934	COMPUTER, MINI SUN MICROSYSTEMS INC	433F2140 20/81	9,897.	CLANCY, LEON M.	1298T 304
1425935	COMPUTER, MINI SUN MICROSYSTEMS INC	433F2154 20/81	11,897.	CLANCY, LEON M.	1298 151
1425936	COMPUTER, MINI SUN MICROSYSTEMS INC	433F2180 20/81	7,497.	CLANCY, LEON M.	1192C 134
1425937	CONCENTRATOR, REMOTE AC TECHNOLOGY	314173 M800	11,790.	CLANCY, LEON M.	1298 144
1425938	CONCENTRATOR, REMOTE AC TECHNOLOGY	280143 M800	11,790.	CLANCY, LEON M.	1298 144
1425947	DISPLAY UNIT SUN MICROSYSTEMS INC	0017284-215CP52 M19P114	1,000.	CLANCY, LEON M.	1298T 400
1425951	TRACKBALL, DATA ENTRY SPECTRUM DYNAMICS INC	1330345 NONE	8,485.	CLANCY, LEON M.	1298 144
1426285	DISPLAY UNIT PHILIPS	048DH1312 M20P110	1,700.	CLANCY, LEON M.	1298T 400
1426448	DISPLAY UNIT SUN MICROSYSTEMS INC	803BM5348 M18P114A8124	2,500.	CLANCY, LEON M.	1298T 400
1431923	COMPUTER, MINI SUN MICROSYSTEMS INC	218ED0368 4/25FM8	7,311.	CLANCY, LEON M.	1298 118
1431924	DISPLAY UNIT GATEWAY 2000	MAL143091 CS1572FS	400.	CLANCY, LEON M.	1298 101
1739781	DISPLAY UNIT SUN MICROSYSTEMS INC	9415FC2683 GDM20D10	1,800.	CLANCY, LEON M.	1298 137
1741502	COMPUTER, MICRO SILICON GRAPHICS INC	080089098858 250MHZ INDIG02	33,900.	CLANCY, LEON M.	1298 149

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1741503	COMPUTER, MICRO SILICON GRAPHICS INC	08008909881 250MHZ INDIGO2	33,900.	CLANCY, LEON M.	1298 147
1741504	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F1599 SS20/50	14,814.	CLANCY, LEON M.	1298 147
1741505	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F1507 SS20/50	14,814.	CLANCY, LEON M.	1298 145
1741506	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1324 GDM20D10	1,800.	CLANCY, LEON M.	1298 145
1741507	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15E1 SS20/50	13,136.	CLANCY, LEON M.	1298 145
1741508	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1322 GDM20D10	1,800.	CLANCY, LEON M.	1298 145
1741509	DISPLAY UNIT SUN MICROSYSTEMS INC	9528FC2165 GDM20D10	1,800.	CLANCY, LEON M.	1298 143
1741510	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15D1 SS20/50	12,241.	CLANCY, LEON M.	1298 140
1741511	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15D9 SS20/50	10,041.	CLANCY, LEON M.	1298 140
1741512	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1316 GDM20D10	1,800.	CLANCY, LEON M.	1298 140
1741513	DISPLAY UNIT SILICON GRAPHICS INC	2453720 GDM20D11	1,800.	CLANCY, LEON M.	1298 149
1741514	DISPLAY UNIT SILICON GRAPHICS INC	2453727 GDM20D11	1,800.	CLANCY, LEON M.	1298 143
1741515	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15DA SS20/50	15,080.	CLANCY, LEON M.	1298 136

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1741516	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1328 GDM20D10	1,800.	CLANCY, LEON M.	1298 136
1741517	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1320 GDM20D10	1,800.	CLANCY, LEON M.	1298 137
1741518	DISPLAY UNIT SUN MICROSYSTEMS INC	9528FC2188 GDM20D10	1,800.	CLANCY, LEON M.	1298 108
1741519	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15D8 SS20/50	14,814.	CLANCY, LEON M.	1298 112
1741520	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15DC SS20/50	15,080.	CLANCY, LEON M.	1298 138
1741521	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1325 GDM20D10	1,800.	CLANCY, LEON M.	1298 138
1741522	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F159E SS20/50	15,080.	CLANCY, LEON M.	1298 114
1741523	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1319 GDM20D10	1,800.	CLANCY, LEON M.	1298 114
1741524	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15CF SS20/50	13,138.	CLANCY, LEON M.	1298 116
1741525	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15D8 SS20/50	15,080.	CLANCY, LEON M.	1298 118
1741526	DISPLAY UNIT SUN MICROSYSTEMS INC	95241318 GDM20D10	1,800.	CLANCY, LEON M.	1298 118
1741527	COMPUTER, MICRO SUN MICROSYSTEMS INC	539F15DD SS20/50	10,880.	CLANCY, LEON M.	1298 118
1741528	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1317 GDM20D10	1,800.	CLANCY, LEON M.	1298 118

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1741529	COMPUTER, MICRO SUN MICROSYSTEMS INC	538F15DE 5520/50	10,880.	CLANCY, LEON M.	1298 120
1741530	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1233 GDM20D10	1,800.	CLANCY, LEON M.	1298 120
1741531	COMPUTER, MICRO APPLE COMPUTER INC	FC92858J44K 7100/80AV	3,198.	CLANCY, LEON M.	1298 115
1741532	DISPLAY UNIT APPLE COMPUTER INC	S15231WB1XX M2494	907.	CLANCY, LEON M.	1298 115
1741533	DISK DRIVE UNIT MICRONET TECHNOLOGY INC	E503080 SS D8000	1,152.	CLANCY, LEON M.	1298 115
1741534	DISK DRIVE UNIT MICRONET TECHNOLOGY INC	F503540 ADV2000E	1,233.	CLANCY, LEON M.	1298 115
1741535	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1327 GDM20D10	1,800.	CLANCY, LEON M.	1298 TRL3
1741538	DISPLAY UNIT SUN MICROSYSTEMS INC	9524FC1321 GDM20D10	1,800.	CLANCY, LEON M.	1298 TRL3
1741537	COMPUTER, MICRO SUN MICROSYSTEMS INC	538F15DE 5520/50	15,738.	CLANCY, LEON M.	1298 149
1741570	COMPUTER, MICRO SUN MICROSYSTEMS INC	61F0580 170E	21,938.	CLANCY, LEON M.	1298 134
1741571	DISPLAY UNIT SUN MICROSYSTEMS INC	0010955-9804G10 GDM20E20	1,800.	CLANCY, LEON M.	1298 134
1741572	PRINTER, ADP TEKTRONIX INC	J30Z948 PHASER550	11,200.	CLANCY, LEON M.	1298 134
1741573	COMPUTER, MICRO APPLE COMPUTER INC	FC8128VT3FX M3102LL/A	3,898.	CLANCY, LEON M.	1298 134

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
1741574	DISPLAY UNIT APPLE COMPUTER INC	CY5420Z45X5 M434LL/A	797.	CLANCY, LEON M.	1298 134
1741575	PRINTER, ADP EPSON AMERICA INC	15D00D3758 STYLUS1000	550.	CLANCY, LEON M.	1298 151
1741576	COMPUTER, MICRO SUN MICROSYSTEMS INC	825F1843 2170	25,508.	CLANCY, LEON M.	1298 134
1741577	DISPLAY UNIT SUN MICROSYSTEMS INC	0010988-9809GI1 GDM20E20	1,800.	CLANCY, LEON M.	1298 134
1741578	COMPUTER, MICRO SUN MICROSYSTEMS INC	825F1802 2170	25,508.	CLANCY, LEON M.	1298 134
1741579	DISPLAY UNIT SUN MICROSYSTEMS INC	0010988-9809GI1 GDM20E20	1,800.	CLANCY, LEON M.	1298 134
1741580	COMPUTER, MICRO SUN MICROSYSTEMS INC	837F0DE4 2170	29,843.	CLANCY, LEON M.	1298 134
1741581	DISPLAY UNIT SUN MICROSYSTEMS INC	0010988-9835GI0 GDM20E20	1,800.	CLANCY, LEON M.	1298 134
1741582	COMPUTER, MICRO SUN MICROSYSTEMS INC	837F0DE7 2170	25,508.	CLANCY, LEON M.	1298 134
1741583	DISPLAY UNIT SUN MICROSYSTEMS INC	0010988-9804GI0 GDM20E20	1,800.	CLANCY, LEON M.	1298 134
1264328	TYPEWRITER, ELECTRIC LEXMARK INTL INC	11M0141 WHEELWRITER1500	597.	LOMAS, RACHEL A.	1298 101
0058780	DISPLAY UNIT SUN MICROSYSTEMS INC	808AC1111 M45DF	800.	WHEELER, GREGORY P.	1218 1298 151
0058840	COMPUTER, MICRO SUN MICROSYSTEMS INC	841F0179 247(3/80M4)	3,400.	WHEELER, GREGORY P.	1218 1298 151

ECN	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	COST	USER NAME	BLDG ROOM
0059195	DISPLAY UNIT SUN MICROSYSTEMS INC	838AZ0089	400.	WHEELER, GREGORY P.	1218 1298 151
0059214	DISPLAY UNIT SUN MICROSYSTEMS INC	838AZ0231 M15DF	800.	WHEELER, GREGORY P.	1218 1298 151
0061082	COMPUTER, MINI SUN MICROSYSTEMS INC	910F0980 247	3,748.	WHEELER, GREGORY P.	1218 1298 151
0847767	COMPUTER, MINI SUN MICROSYSTEMS INC	904F2067 247	5,800.	WHEELER, GREGORY P.	1218 1298 151

NUMBER OF ITEMS: 264 VALUE OF EQUIPMENT IS 1,448,177.