

The original documents are located in Box 8, folder “Contractors (Minority), 1969-1974 (3)” of the Stanley Scott Papers at the Gerald R. Ford Presidential Library.

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DMB
February 13, 1970

Dear Mr. Rosenthal:

This office along with the Office of Minority Enterprise has been reviewing the Automotive Dealership situation in Washington, D. C. It appears that many of the existing dealerships have been transferred to the suburbs, i. e. Maryland and Virginia.

In your position as President of the Automotive Trade Association you could be of great assistance in determining the following:

1. The economic feasibility of re-establishing an automobile dealership in a Redevelopment Area of Washington, D. C.
2. The possibility of a partnership or joint venture that would include minority businessmen.
3. Would your organization assist in training, staffing and organizing a venture of this type?

Our office would be pleased to assist in enlisting the cooperation of the Small Business Administration, the Office of Minority Enterprise, the Redevelopment Land Agency and any other necessary government bureaus to assist such a venture if you think it to be feasible.

I would appreciate any suggestions you may have in this matter.

Sincerely,

Robert J. Brown
Special Assistant
to the President

Mr. Robert Rosenthal
President, Rosenthal Chevrolet
Glebe Road and Columbia Pike
Arlington, Virginia

RJB/rad





DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D. C. 20410

February 17, 1970

OFFICE OF THE ASSISTANT SECRETARY
FOR EQUAL OPPORTUNITY

IN REPLY REFER TO:

Mr. Robert J. Brown
Special Assistant to the President
The White House
Washington, D. C. 20505

Dear Mr. Brown:

Your recent request for a listing of minority consultants was referred to this office by Mr. Malcolm E. Peabody, Jr., Deputy Assistant Secretary for Equal Opportunity.

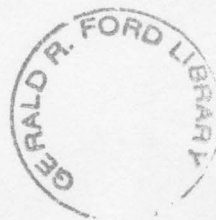
I hope that the enclosed list is of some help to you and if I can be of further assistance, please feel free to contact me.

Sincerely yours,

William A. Ross

William A. Ross
Acting Director
Office of Contract Compliance
and Employment Opportunity

Enclosure



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Washington, D. C. 20009

BURNETT, Luther C.
7433 Eighth Street, N. W.
Washington, D. C. 20012

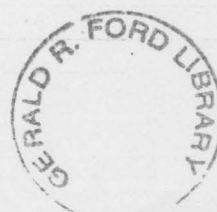
CASELL AND GRAY
Architects
3633 Eighteenth Street, N. E.
Washington, D. C. 20018

CENTER FOR COMMUNITY STUDIES
Howard University
Washington, D. C. 20001

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OPPORTUNITY SYSTEMS, INC.
1330 Massachusettes Avenue, N. W.
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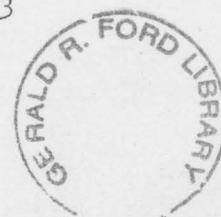
PEOPLE'S INVOLVEMENT CORP.
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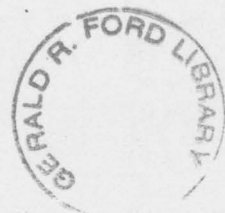
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Tuskegee Institute
Tuskegee, Alabama

JESSIE J. LEWIS AND ASSOCIATES
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415-832/0474)

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415-653/3092)

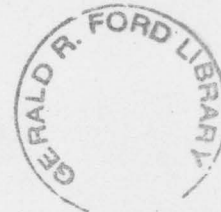
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Claremont Hotel
Garden Court
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KENNARD AND SILVERS, AIA
5605 West Washington Boulevard
Los Angeles, California 90016

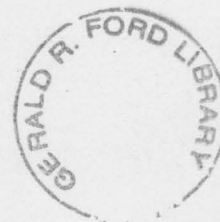


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18th and Stout
Denver, Colorado 80202
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RIB-CAGE INTERNATIONAL
1670 York Street
Denver, Colorado 80206
(Edward Dwight, Pres.)



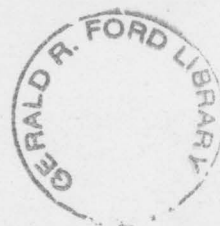
CONSULTANTS

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OWENS, Tom
City of Hartford Planning Department
Hartford, Connecticut

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c/o Ron Bedford
Department of City Planning
School of Art and Architecture
Yale University
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YALE BLACK WORKSHOP
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Wilmington, Delaware 19801
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DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT



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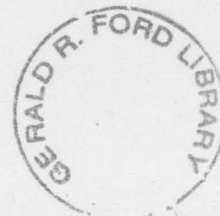
FLORIDA-1.

AFRO-HUD, INC.
Housing and Urban Development Consultants
2012 N. W. 6th Street
P. O. Box 8014
Ft. Lauderdale, Florida

COWARD, Thomas
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Albany, Georgia 31701
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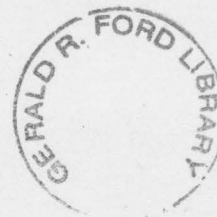
NATIONAL HOUSING PRODUECERS ASSOCIATION
900 Peachtree Street, N. E.
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LLOYD, Frank D. (MD; Member)
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1602 N. Capitol Avenue
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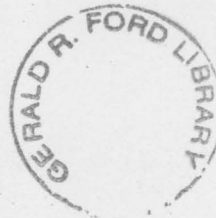
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(Alvin Pitt, Dir.)



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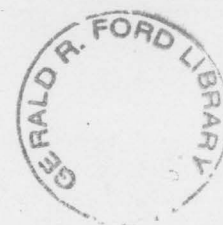
CONSULTANTS

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P. O. Box 3005
Lafayette, Louisiana 70501
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HORACE C. BYNUM AND R. A. MCLEOD
c/o 3840 St. Bernard Avenue
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(Howann Batista, Exec. Dir.)

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FORBES COMPUTER SERVICES, INC.
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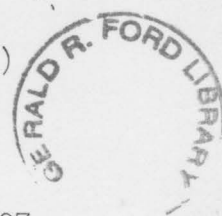
FUNNYE ASSOCIATES
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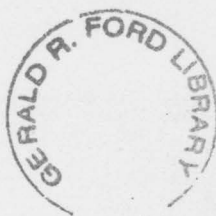
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ORAM RUTHERFORD, INC.
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New York, New York

PARKE GIBSON ASSOCIATES, INC.
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322 East 100th Street
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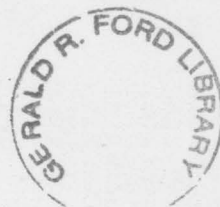
UPTOWN ASSOCIATES
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(Reuben J. Patton, Pres.)

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2309 Seventh Avenue
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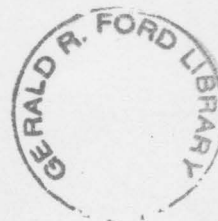
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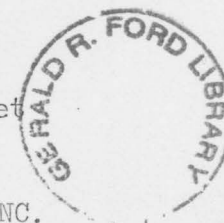
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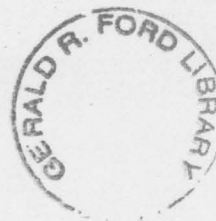
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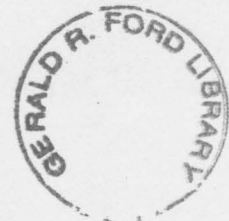
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CHASE, John
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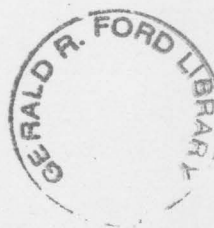
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(Richard Jackson, VP-Sp Products)



CONSULTANTS

WASHINGTON-11

URBAN DELTA SERVICES

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COMMUNITY DEVELOPMENT

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OFFICE OF ECONOMIC OPPORTUNITY

EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506

February 17, 1970

Mr. Robert J. Brown
The White House
Washington, D. C. 20006

Dear Mr. Brown:

This letter and enclosures are forwarded to you in response to your requests made during our telephone conversation of February 16, 1970 on the subject of opportunities for minority businessmen to bid for Government contracts.

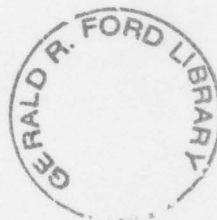
Our competitive procurement and contract award information is published in the Commerce Business Daily. Prospective local contractors may review this Daily in Room L-522 of the Office of Economic Opportunity, Procurement Division, 1111 18th St., N. W., Washington, D. C. or they may subscribe to the Daily at any Department of Commerce Field Office or by sending their remittance (\$25 annually) to the Superintendent of Documents, Government Printing Office, Washington, D. C. 20402.

Enclosed are copies of Standard Form 129, Bidder's Mailing List Application. Interested contractors may obtain additional copies in Room L-522 of this Division. After receipt of the completed form by the Procurement Division, interested firms will be placed on our Bidder's List to receive Requests for Proposals (RFP's) which involve procurement in the area of their expertise. Each RFP will contain explicit guidance in the matter of preparing a responsive proposal. We are also enclosing a copy of RFP No. PD-012, Subject: Survey of Minority Business Enterprises and a list of the firms receiving it. The eleven proposals received in response to this RFP are now being evaluated.

Sincerely,

George W. Boxall
GEORGE W. BOXALL
Procurement Division

Enclosures



FIRMS SOLICITED UNDER RFP NO. PD-012

- ✓ 1. Sam Harris Associates, Ltd.
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- ✓ 2. Koba Enterprises, Inc.
1631 - 14th Street, N. W.
Washington, D. C. 20009
Attention: Ford Johnson, Jr.
President
- ✓ 3. Roy Littlejohn Associates
1404 M Street, N. W.
Washington, D. C. 20005
Attention: Roy Littlejohn
President
4. Bell/Green Associates
1125 Loxford Terrace
Silver Spring, Maryland 20901
- ✓ 5. A. L. Nellum and Associates
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President
7. BACO Industries
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Hollywood, California 90046
Attention: Mr. Richard Anderson
8. Associate Control Research and Analysis
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Washington, D. C. 20001
Attention: Mr. Don Regusters
9. Systems Research Corp.
Suite 230
3508 Market Street
Philadelphia, Pa. 19104
Attention: Mr. Raymond Webster
President
10. Business Enterprises for
American Minorities
711 West Lake Street
Minneapolis, Minnesota 55408
- ✓ 11. BLK Group, Inc.
1346 Connecticut Avenue, N. W.
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President
12. Computata Computing Corp.
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Compton, California 90221
Attention: Clarence White
13. American Technical Assistance
Corporation
1725 Eye Street, N. W.
Washington, D. C.
Attention: Paul V. Hannah
14. Transcendental Corporation
1629 K Street, N. W.
Washington, D. C.
Attention: M. O. Greene, Jr.
15. Data Transformer Co.
875 Ave. of the America
New York, New York 10001
16. Urbanetics
1025 Connecticut Avenue, N. W.
Washington, D. C. 20036
17. Checchi and Company
815 Connecticut Avenue, N. W.
Washington, D. C.



18. URS Data Sciences Company
7245 Arlington Blvd.
Falls Church, Va. 22042
19. Astro Reliability Corporation
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20. Development Associates, Inc.
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21. Thiokol Chemical Corporation
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24. Casanave and Associates
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25. Daniel Yankelovich Inc.
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New York, New York 10022
26. OSTI
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Suite 903
Washington, D. C.



D

BIDDER'S MAILING LIST APPLICATION

INITIAL APPLICATION

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Fill in all spaces. Insert "NA" in blocks not applicable. Type or print all entries. See reverse for instructions.

TO (Enter name and address of Federal agency to which form is submitted. Include ZIP code)

DATE

1. APPLICANT'S NAME AND ADDRESS (Include county and ZIP code)

2. ADDRESS (Include county and ZIP code) TO WHICH SOLICITATIONS ARE TO BE MAILED (If different from item 1)

3. TYPE OF ORGANIZATION (Check one)

INDIVIDUAL

PARTNERSHIP

NON-PROFIT ORGANIZATION

CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF

4. HOW LONG IN PRESENT BUSINESS

5. NAMES OF OFFICERS, OWNERS, OR PARTNERS

PRESIDENT

VICE PRESIDENT

SECRETARY

TREASURER

OWNERS OR PARTNERS

6. AFFILIATES OF APPLICANT (Names, locations, and nature of affiliation. See definition on reverse)

7. PERSONS AUTHORIZED TO SIGN BIDS, OFFERS, AND CONTRACTS IN YOUR NAME (Indicate if agent)

NAME

OFFICIAL CAPACITY

TEL. NO. (Incl. area code)

8. IDENTIFY EQUIPMENT, SUPPLIES, MATERIALS, AND/OR SERVICES ON WHICH YOU DESIRE TO BID (See attached Federal agency's supplemental listing and instructions, if any)

9. TYPE OF BUSINESS (See definitions on reverse)

MANUFACTURER OR PRODUCER

REGULAR DEALER (Type 1)

REGULAR DEALER (Type 2)

SERVICE ESTABLISHMENT

CONSTRUCTION CONCERN

RESEARCH AND DEVELOPMENT FIRM

☐ SURPLUS DEALER (Check this box if you are also a dealer in surplus goods)

10. SIZE OF BUSINESS (See definitions on reverse)

SMALL BUSINESS CONCERN *

OTHER THAN SMALL BUSINESS CONCERN

* If you are a small business concern, fill in (a) and (b):

(a) AVERAGE NUMBER OF EMPLOYEES (Including affiliate's) FOR FOUR PRECEDING CALENDAR QUARTERS

(b) AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS

11. FLOOR SPACE (Square feet)

MANUFACTURING

WAREHOUSE

12. NET WORTH

DATE

AMOUNT

13. SECURITY CLEARANCE (If applicable, check highest clearance authorized)

FOR

TOP SECRET

SECRET

CONFIDENTIAL

NAMES OF AGENCIES WHICH GRANTED SECURITY CLEARANCES (Include dates)

KEY PERSONNEL

PLANT ONLY

THIS SPACE FOR USE BY THE GOVERNMENT

CERTIFICATION

I CERTIFY THAT INFORMATION SUPPLIED HEREIN (Including all pages attached) IS CORRECT AND THAT NEITHER THE APPLICANT NOR ANY PERSON (Or concern) IN ANY CONNECTION WITH THE APPLICANT AS A PRINCIPAL OR OFFICER, SO FAR AS IS KNOWN, IS NOW DEBARRED OR OTHERWISE DECLARED INELIGIBLE BY ANY AGENCY OF THE FEDERAL GOVERNMENT FROM BIDDING FOR FURNISHING MATERIALS, SUPPLIES, OR SERVICES TO THE GOVERNMENT OR ANY AGENCY THEREOF.

SIGNATURE

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

INFORMATION AND INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed and certified Bidder's Mailing List Application, together with such other lists as may be attached to the application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a supplemental Commodity List with instructions, complete the application as instructed. Otherwise, identify in Item 8 the equipment, supplies, and/or services on which you desire to bid. The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, a supplier's failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to Invitations for Bids will be understood by the agency to indicate lack of interest and concurrence in the removal of the supplier's name from the purchasing activity's bidder's mailing list for the items concerned.

TYPE OF BUSINESS DEFINITIONS

(See Item No. 9)

- A. **MANUFACTURER OR PRODUCER** means a person (or concern) owning, operating, or maintaining a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment of the general character of those listed in Item No. 8, or in the Federal Agency's supplemental Commodity List, if attached.
- B. **REGULAR DEALER (Type 1)** means a person (or concern) who owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character listed in Item No. 8 or in the Federal Agency's supplemental Commodity List, if attached, are bought, kept in stock, and sold to the public in the usual course of business.
- C. **REGULAR DEALER (Type 2)** in the case of supplies of particular kinds (at present, petroleum, lumber and timber products, machine tools, raw cotton, green coffee, hay, grain, feed, or straw, agricultural liming materials, tea, raw or unmanufactured cotton linters). "REGULAR DEALER" means a person (or concern) satisfying the requirements of the regulations (Code of Federal Regulations, Title 41, 50-201.101(b)) as amended from time to time, prescribed by the Secretary of Labor under the Walsh-Healey Public Contracts Act (Title 41 U.S. Code 35-45). For coal dealers, see Code of Federal Regulations, Title 41, 50-201.604(a).
- D. **SERVICE ESTABLISHMENT** means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, re-decorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as part of the services performed.
- E. **CONSTRUCTION CONCERN** means a concern (or person) engaged in construction, alteration or repair (including dredging, excavating, and painting) of buildings, structures or other real property.

DEFINITIONS RELATING TO SIZE OF BUSINESS

- A. **SMALL BUSINESS CONCERN.** A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)
- B. **AFFILIATES.** Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items Nos. 6 and 10.)
- C. **NUMBER OF EMPLOYEES.** In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary, or any other basis during the pay period ending nearest the last day of the third month in each calendar quarter for the preceding four quarters. If a concern has not been in existence for four full calendar quarters, "number of employees" means the average employment of such concern and its affiliates during the period such concern has been in existence based on the number of persons employed during the pay period ending nearest the last day of each month. (See Item No. 10.)

COMMERCE BUSINESS DAILY

The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

OFFICE OF ECONOMIC OPPORTUNITY

EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506

In reply refer to:

RFP No. PD-012

20 January 1970

SUBJECT: Survey of Minority Business Enterprises

Gentlemen:

You are invited to submit a proposal to furnish services to provide for the identification and evaluation of minority manufacturing enterprises. A firm fixed-price contract is proposed; however, alternate proposals will be considered.

Your proposal should be submitted in two (2) parts as follows:

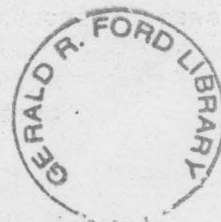
Part I. : A technical proposal, in quintuplicate, setting forth your proposed approach in the performance of the proposed contract, including descriptive information relative to your experience in performing work of the type required herein, personnel and facilities available for accomplishment of this project.

Part II.: A detailed price breakdown, in duplicate, showing labor, materials, overhead, travel, etc., with one (1) copy each of Enclosures (2) and (3) hereof. The overhead rate should be your latest approved audited rate. (Part II. should be sealed in a separate envelope).

An award will be made to the firm whose proposal is determined to be most advantageous to the Government after considering technical ability, the most favorable pricing arrangement and other factors. The Government reserves the right to reject any proposal, and, at any time after the closing date to conduct negotiations to the extent the Government deems necessary and appropriate. However, your proposal should be submitted on the most favorable basis as to price, delivery or time for completion, and other factors, since the Government may elect to make an award without further discussions or negotiations. The organization selected to conduct this study must be able to perform in an objective and impartial manner.

Technical proposals will be evaluated pursuant to the following factors:

1. Demonstration of an understanding of the objectives, goals, and major concepts of the study.
2. Prior experience and capability of the Offeror's staff in performing work of the type required by this request for Proposals.



3. Technical qualifications and capability of the staff assigned to this project.

If you have any technical questions concerning this proposed procurement, please contact Mr. Charles Smith, Telephone Washington Area Code 202-382-3387. Contractural questions should be directed to Mr. James E. Taybron, Telephone Washington Area Code 202-382-5323.

Your proposal should be addressed and mailed to the Office of Economic Opportunity, Procurement Division, 1200 - 19th Street, N. W., Washington, D. C. 20506. If hand carried your proposals should be delivered to the Procurement Division, Room L504, 1111 - 18th Street, N. W., Washington D. C. Pricing Information, Part II., shall be enclosed in a separate, sealed envelope. No. pricing information shall be included in Part I. Please show the RFP No. and closing date on the forwarding package and the RFP No. on both Parts I and II.

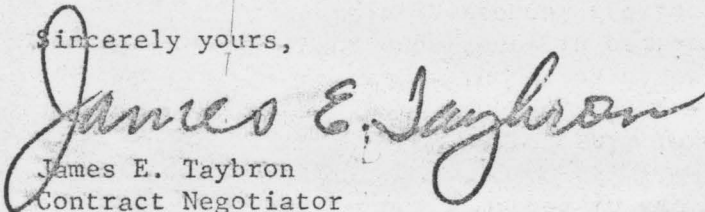
To be considered responsive Offerors must include Enclosures (2) and (3), fully executed, in Part II. of the Proposal.

Proposals must set forth full, accurate, and complete information as required by this Request for Proposals (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

The closing date for receipt of proposals is 5:30 P.M., E.S.T., 9 February 1970. Proposals should be mailed in sufficient time to reach this office prior to 5:30 P.M., E.S.T. Note "Late Proposals" conditions in Enclosure (2) hereof.

This letter is not to be construed as a contract or as a commitment of any kind.

Sincerely yours,


James E. Taybron
Contract Negotiator

Enclosures

- (1) The Schedule, with Exhibit "A" thereto
- (2) Representations, Certifications, Instructions and Conditions
- (3) Certificate of Current Cost or Pricing Data



SCHEDULE



CLAUSE I. STATEMENT OF WORK:

A. Background:

The Small Business Administration under Section 8(a) of the Small Business Act is empowered to enter into procurement contracts with other Federal Agencies for the supply of goods and services and to subcontract to others the performance of contracts it has obtained.

It has now activated this authority to assist socially and economically disadvantaged people to establish or expand small manufacturing and services businesses with a realistic objective of developing a capability to survive competitively in the commercial market place.

In such a program, Government subcontracts from SBA become the "seed" which can facilitate the "start-ups" or "step-ups" of small businesses which are or will be minority-owned and operated. Subcontracts from SBA can be supplied to firms presenting acceptable plans to the SBA which enables the Agency to evaluate the program and determine whether the requested assistance is realistic, in terms of the ultimate goal of establishing an independent operation capable of survival in a competitive environment.

Participation in the program is limited to minority and other disadvantaged persons in accordance with the Government's objective to increase their proportionate participation in the Nation's free enterprise economy. Establishment of future tax-paying business entities is the program's objective -- rather than to provide immediate employment or to increase employment during the pendency of a contract.

B. Purpose:

The purpose of the Proposal is to identify minority manufacturing firms that are capable of performing existing procurements with cooperating procurement agencies; to match, wherever possible, a manufacturing company with a product that he can produce. Commitments for procurement for firms identified by this survey have been made by Small Business Administration, General Services Administration, and Department of Defense.

A minority manufacturing enterprise for the purpose of this contract is defined as a manufacturing concern which is owned and controlled by persons who are members of the Negro, Puerto Rican or Mexican-American ethnic groups.

C. Specific:

The Contractor shall provide all necessary qualified personnel, facilities, materials, and services (including travel and per diem) required to identify and collect data on minority manufacturing firms throughout the continental United States with the capacity to produce products and services required by cooperating

SCHEDULE

CLAUSE I. STATEMENT OF WORK (Continued):C. Specific (Continued):

government procurement agencies. Identification of these firms shall be limited to those located in urban and rural poverty areas with coordination from Small Business Administration and Office of Economic Opportunity. The Contractor shall develop an equitable distribution of the firms between urban and rural areas.

In performance of this contract, the Contractor shall conduct the following work:

1. Evaluate not less than three hundred (300) minority business enterprises utilizing Exhibit "A" attached hereto.

NOTE: The Contractor shall notify each firm being evaluated that under no circumstances should it believe that the submission of this data make it eligible to receive a federal subcontract.

2. Prepare a listing of as many firms as possible including name, address, telephone, product line or major line, and where possible list last contract and the product line furnished to the Federal Government, list equipment on hand and the capacity of this equipment. Exhibit "A" shall be used for this listing.
3. Collaborate and coordinate Contractor's efforts through consultations with OEO personnel and Small Business Administration officials charged with the administration of Section 8(a).
4. Submit materials, reports and lists weekly during the operation of the contract and at the end of the contract period submit to the Contracting Officer, Office of Economic Opportunity and Small Business Administration twenty (20) copies of a final report, within ten (10) days after completion of the contract.

CLAUSE II. PERIOD OF PERFORMANCE:

The Contractor's effort hereunder shall be performed during a three (3) month period commencing from the effective date of the contract.

CLAUSE III. CONTRACTOR PERSONNEL STANDARDS:

The Contractor shall determine that all Contractor personnel of every category shall be personally and professionally qualified for the assignment to be undertaken.

CLAUSE IV. NONDISCRIMINATION:

In connection with the performance of this contract, the Contractor agrees not to discriminate against any person on the grounds of race, color, religion, sex, or national origin.



SCHEDULE

CLAUSE V. CONTRACT NUMBER IDENTIFICATION:

The Contractor agrees to utilize the number of the contract on all correspondence, communications, reports, vouchers and such other data concerning the contract as delivered hereunder.

CLAUSE VI. ACCEPTANCE:

Acceptance of all work performed hereunder shall be made by the Contracting Officer upon certification by the Project Manager of satisfactory performance and receipt of acceptable reports as required to be submitted hereunder.

The composition, workmanship, printing or reproduction, and substantive content of all studies, reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall conform to the generally accepted standards of the Contractor's profession and shall be suitable for dissemination and use without substantial revision, by OEO, other Government agencies and the general public. Reports shall include a complete disclosure of all data relevant to the work performed, the techniques developed, the investigations made, and shall be relevant to the materials studied and methods and procedures employed.

CLAUSE VII. OEO PROJECT MANAGER:

A representative of the Government, designated by the Contracting Officer, shall act as the Project Manager. He has full authority to represent the Contracting Officer in connection with the operations under this contract, except that he is not authorized to issue orders which change the work to be performed hereunder, the compensation, or the period of performance.

CLAUSE VIII. 19TH DECENNIAL CENSUS:

In the event that performance of work under this contract requires the collection of data from households or farms during the period of the 19th Decennial Census, such survey work, by mail or personal interview, during the period December 1969 through March 1970 with respect to rural areas and during the period March 1970 through June 1970 with respect to urban areas, shall require the prior written approval of the Contracting Officer. In no event shall the Government be responsible for costs incurred or delays in performance hereunder as a result of Contractor's failure to obtain aforesaid prior written approval.

CLAUSE IX. NOTICE PRIOR TO PUBLICATION:

The Contractor shall give advance notice to the Contracting Officer prior to publishing, permitting to be published, or distributing for public consumption, any information, oral or written, concerning the objectives, results or conclusions made pursuant to the performance of this contract. The formal written reports required as part of the contract performance are not to be published sooner than sixty (60) days after submission to OEO unless permission is given by the Contracting Officer. Any publication resulting from or related to performance of this contract shall contain the following acknowledgement:



SCHEDULE

CLAUSE IX. NOTICE PRIOR TO PUBLICATION (Continued):

"The services reported herein were performed pursuant to a contract with the Office of Economic Opportunity, Executive Office of the President, Washington, D. C. 20506. The opinions expressed herein are those of the author and should not be construed as representing the opinions or policy of any agency of the United States Government."

CLAUSE X. SUBMISSION OF EQUAL OPPORTUNITY DATA:

(a) Notice by Contractor. If the amount of this contract is \$50,000.00 or more (\$100,000.00 or more if solely for standard commercial supplies or raw materials) and if the Contractor has fifty (50) or more employees, or if the Contractor has filed Standard Form 100 with the Joint Reporting Committee, the Contractor shall furnish to the Contracting Officer within twenty (20) days after award of this contract a copy of the Contractor's SF-100 most recently filed with the Committee. (This paragraph (a) does not apply where the Offeror has furnished to the Contracting Officer or his representative, before award of contract, a copy of his most recently filed SF-100.)

(b) Notice of Subcontract Award. If the Contractor awards a subcontract or purchase order under this contract in the amount of \$50,000.00 or more (\$100,000.00 or more if solely for standard commercial supplies or raw materials) and if the subcontractor has fifty (50) or more employees, or if the subcontractor has filed SF-100 with the Joint Reporting Committee, the Contractor shall, within twenty (20) days after award of such subcontract or purchase order, advise the Contracting Officer, in writing, of the date of award of the subcontract or order and furnish the Contracting Officer a copy of the SF-100 most recently filed by the subcontractor with the Committee. (This paragraph (b) applies only to first-tier subcontracts and purchase orders.)

CLAUSE XI. ORDER OF PRECEDENCE:

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order:

(a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) Other provisions of the contract, whether incorporated by reference or otherwise; and (e) the Specifications, if any.

CLAUSE XII. GENERAL PROVISIONS:

The General Provisions of the resulting contract will consist of the General Provisions, Standard Form 32, June 1964 Edition, except that Clauses 10, 18 and 22 thereof are deleted in their entirety.



SCHEDULE

CLAUSE XII. GENERAL PROVISIONS (Continued):

The following clauses, attached hereto, form a part of the General Provisions:

- Disposition of Material
- Copyright (Deleted)
- Notice to the Government Regarding Late Delivery
- Other Contractors
- Interpretation or Modification
- Gratuities
- Utilization of Concerns in Labor Surplus Areas
- Modification to Contract Work Hours Standards Act -
 - Overtime Compensation
- Federal, State, and Local Taxes
- Equal Opportunity
- Rights in Data - Title
- Examination of Records
- Termination for the Convenience of the Government

NOTE: The succesful Offeror must meet with representatives of OSD, NASA, GSA, and OMBE before beginning the survey.



EXHIBIT

1. Name of Firm _____
Address _____

Check One
Individually owned ☒
Partnership ☐
Corporation ☐

2. Ownership and Management

a. Owner(s) (if individually owned or partnership)

b. Principal Operating Officers

(Name)

(Title)

3. Number of Employees (Average for past year) _____

If new firm outline employment plans _____

4. Principal Business (describe briefly) _____

(a) Sales Past Year

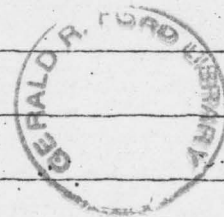
\$ _____

(b) Profit or Loss, Past Year
(Attach copy of balance sheet)

\$ _____

(c) Net Worth

\$ _____



5. Location of Manufacturing Facilities (if other than address given in 1):

6. Describe Facilities (size, age, condition, whether owned or leased):

7. List of Equipment Required Before Firm Can Begin Production:

ITEM	VALUE	BUY OR LEASE (indicate)
_____	\$ _____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Has firm bid to supply item(s) within the past two years (if yes, please indicate agency, date, solicitation number, and bid standing): Yes _____

No _____



9. In addition to information in item 8, has firm ever done business with the Federal Government either as Prime Contractor or as substantial Subcontractor (Explain briefly):

10. Other pertinent information:

11. Name, address, group or firm, and phone number of person from whom this information was obtained:

Phone: _____

I certify that all the statements made in this report are true to the best of my knowledge.

(Signature)



January 1970

REPRESENTATIONS, CERTIFICATIONS, INSTRUCTIONS AND CONDITIONS

The Offeror makes the following representations and certifications as part of his proposal; (Check or complete all appropriate boxes or spaces)

1. SMALL BUSINESS

That he ☐ is, ☐ is not, a small business concern. If Offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER-MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

That he is a ☐ regular dealer in, ☐ manufacturer of, the supplies bid upon.



3. CONTINGENT FEE

That (a) he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Offeror) to solicit or secure this contract, and (b) that he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 41, Chapter I, Subpart 1-1.5.)

4. TYPE OF BUSINESS ORGANIZATION

That he operates as ☐ an individual, ☐ a partnership, ☐ a non-profit organization, ☐ a corporation, incorporated under the laws of the State of _____.

5. EQUAL OPPORTUNITY (Applicable only if offer exceeds \$10,000. in amount)

That he ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he ☐ has, ☐ has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

- I. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THIS CONTRACT RESULTING FROM THIS SOLICITATION.
- II. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. Bidders and Offerors are cautioned as follows: By signing this bid or offer, the Bidder or Offeror will be deemed to have signed and agreed to

the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the Bidder or Offeror does not maintain or provide for his employees facilities which are segregated on the basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Bidder or Offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

6. EMPLOYMENT REPRESENTATIONS (EQUAL OPPORTUNITY) (Applicable to contracts exceeding \$50,000.)

That he ☐ does, ☐ does not, employ fifty (50) or more employees.

7. BUY AMERICAN CERTIFICATE

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States:

Excluded end products (show country of origin for each excluded end product):

8. PRINCIPAL PLACE OF PERFORMANCE

The location of the plant or place of business where the item(s) will be produced or supplied or where the services will be performed under the contract is:

City _____ County _____ State _____

(For the purpose of this provision, "principal place of performance" means the prime contractor's final assembly point of a manufactured article, or place where a service is performed for the Government.)

9. DISCOUNT FOR PROMPT PAYMENT

Discounts will be allowed for prompt payment as follows:

_____ percent, 20 calendar days; _____ percent, 30 calendar days.

(NOTE: Prompt payment discounts offered for payment within less than twenty (20) days will not be considered in evaluating proposals for award.)

In connection with any discount offered, time will be computed from the date the correct invoice or voucher is received in the office of the Director of Finance. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

(3) No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that:

(1) He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a) (1), (a) (3), or (b) above has been deleted or modified. Where (a) (2) above has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.



11. LATE PROPOSALS

(a) Proposals and modifications received at the office designated in the Request for Proposals after the close of business on the date set for receipt thereof will not be considered unless:

- (i) they are received before award is made; and either
- (ii) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails, for which the Offeror was not responsible; or
- (iii) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late proposal was timely mailed.

(c) The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the Offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows:

(1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the Offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the proposal shall not be considered.

12. ROYALTY INFORMATION

When the response of this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be furnished with the offer, proposal, or quotation on each separate item of royalty or license fee:

- (A) Name and address of licensor;
- (B) Date of license agreement;
- (C) Patent numbers, patent application serial numbers or other basis on which the royalty is payable;
- (D) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
- (E) Percentage or dollar rate of royalty per unit;
- (F) Unit price of contract item;
- (G) Number of units; and
- (H) Total dollar amount of royalties.

In addition, if specifically requested by the Contracting Officer prior to execution of the contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

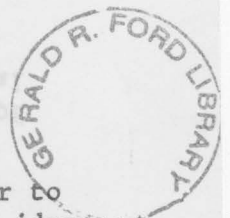
13. GOVERNMENT PROPERTY

If Offeror plans to use, in performing the work under this solicitation, any items of Government Property in the Offeror's possession under a facilities contract or other agreement independent of the Request for Proposals, the Offeror shall so state in his proposal and, upon request of the Contracting Officer, submit evidence that a facilities contract or other separate agreement authorizes the Offeror to use each item of such Government Property for performing such work.

14. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid/proposal, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing



areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)."

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

15. CERTIFICATE OF CURRENT PRICING DATA

Prior to the execution of any contract, the prospective contractor may be requested to furnish the Government a certificate stating that all available actual or estimated costs or pricing data have been considered in preparing a proposal price and that any significant changes in those data have been made known to the Government negotiator. A prime contractor may also be required to obtain a similar certificate from first-tier subcontractors.

16. COGNIZANT PERSONNEL

The Offeror is requested to list below the names of personnel cognizant of contract administration and/or negotiation in connection with the proposal submitted.

Administration: _____ Telephone _____

Negotiation: _____ Telephone _____

17. OFFEROR'S STATEMENT

The Offeror warrants that the information herein submitted including any supplemental information contained in added pages is accurate and complete.

(Date of Proposal)

(Signature)

(Title)

(Name of Company)

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted to the Contracting Officer or his representative in the support of _____ are accurate, complete, and current as of the date of execution of this certificate.

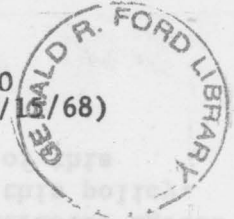
Firm _____

Name _____

Title _____

Date of Execution





DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall deliver to the Government all residual materials produced in connection with the performance of this contract. Subject to the Contractor's rights under the Copyright Clause, all materials required to be delivered under this contract to the Government shall become and remain the property of the Government.

COPYRIGHT

- (a) The Contractor (i) agrees that the Office of Economic Opportunity shall determine the disposition of the title to and the rights under any copyright secured by the Contractor or its employees on copyrighted material developed under the contract and (ii) hereby grants to the Government a royalty-free, non-exclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others so to do, all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material developed under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to the completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- (b) The Contractor agrees that it will not include any copyrighted material in any written or copyrightable material furnished or delivered under this contract without a license as provided for in paragraph (a)(ii) hereof, or without the consent of the copyright owner, unless specific written approval to the inclusion of such copyrighted material is secured.
- (c) The Contractor agrees to take copyright on any material when so directed by the Contracting Officer. The Contractor agrees to notify the Contracting Officer in writing within ten days of its taking copyright on any material.
- (d) The Contractor shall not, without prior written approval of the Contracting Officer, either directly or through any person or organization to which it is privy, sell, assign, convey, grant, license or dispose in any other manner, any copyright obtained on material developed or produced under the contract. Nor shall the Contractor, without prior written approval of the Contracting Officer, authorize or agree to permit any person or organization to obtain copyright on material developed or produced under the contract.
- (e) The Contractor agrees to insert the provisions of this clause in subcontracts calling more material to be produced or developed thereunder.

NOTICE TO THE GOVERNMENT REGARDING LATE DELIVERY

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer thereof in writing, giving pertinent details, including the date by which it expects to complete performance or make delivery; provided, however, that this data shall be informational only in character and receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

OTHER CONTRACTORS

The Government may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

INTERPRETATION OR MODIFICATION

No oral statement of any person, and no written statement of anyone other than the Contracting Officer, or his authorized representative, shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications or changes should be made in writing to the Contracting Officer.

GRATUITIES

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Director or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

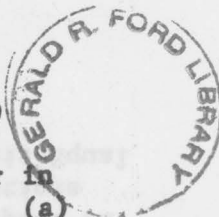
(b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS - FPR 1-1.805-3

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this

UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS - FPR 1-1.805-3 (Continued)



contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (a) persistent labor surplus area concerns which are also small business concerns; (b) other persistent labor surplus area concerns; (c) substantial labor surplus area concerns which are also small business concerns; (d) other substantial labor surplus area concerns; and (e) small business concerns which are not labor surplus area concerns.

MODIFICATION TO CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION

Paragraphs (d) and (e) of Clause 16 of the General Provisions, Standard Form 32, are deleted in their entirety and the following paragraphs substituted in lieu thereof:

"(d) Subcontracts. The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts. The term "Contractor" as used in such paragraphs in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor".

(e) Payrolls and payroll records. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor shall make his employment records available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(f) Contract termination-debarment. A breach of any of the provisions of this clause titled "Contract Work Hours Standards Act - Overtime Compensation" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6."

FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal Excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and--

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: Provided, That the Contractor if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

FEDERAL, STATE, AND LOCAL TAXES (Continued)

(1) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

EQUAL OPPORTUNITY - FPR 1-12.803-2 (Rev. 10/14/68)

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch.60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

EQUAL OPPORTUNITY - FPR 1-12.803-2 (Rev. 10/14/68) (Continued)

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

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

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



RIGHTS IN DATA - TITLE:

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings, films, or other graphical representations, and works of any similar nature, the products of systems analysis and design, computer programs in all forms, and the required documentation for such items, (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All "Subject Data" first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part, or in any manner or form, nor authorize others so to do without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights or right of privacy, arising out of the publications, translation, reproduction, delivery, performance, use or disposition of any Data furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.



EXAMINATION OF RECORDS

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of three (3) years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.



TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

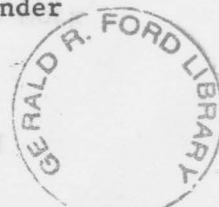
(4) Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Government;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: Provided, however, That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: And provided further, That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (continued):



TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Continued):

this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in Subpart 1-8.1 of the Federal Procurement Regulations (41 CFR 1-8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same: Provided, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: Provided, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Continued):

be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

(1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b)(7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

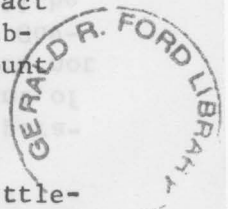
(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e) (1) hereof;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above); and

(iii) A sum, as a profit, equal to 2 percent of that part of the amount determined under (i) above which represents the cost of articles and materials not processed by the Contractor, plus a sum equal to 8 percent of the remainder of such amount, but the aggregate of such sums shall not exceed 6 percent of the whole of the amount determined under (i) above: Provided, however, That if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in



TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Continued):

connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (2)(i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b)(7).

(f) Any determination of costs under paragraph (c) or (e) hereof shall be governed by the principles for consideration of costs set forth in Subpart 1-15.2 of the FPR (41 C.F.R. 1-15.2) as in effect on the date of this contract.

(g) The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract; (2) any claim which the Government may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Continued):

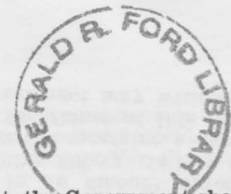
computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: Provided, however, That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.



GENERAL PROVISIONS

(Supply Contract)



1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) The term "head of the agency" or "Secretary" means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

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

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity

with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided,* That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or

damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold

from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

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

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

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

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

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) a "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) which are for use outside the United States;

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

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

16. CONTRACT WORK HOURS STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor

tor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

18. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Chapter 60). Exemptions include contracts and subcontracts (i) not exceeding \$10,000, (ii) not exceeding \$100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized

in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor.* The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Unless otherwise provided, the Equal Opportunity Clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of 'construction work' at the 'site of construction' (as those terms are defined in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the Equal Opportunity Clause.*

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

22. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

(The following clause is applicable if this contract exceeds \$5,000.)

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus where this can be done, consistent with the efficient performance of the contract, at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (I) persistent labor surplus area concerns which are also small business concerns; (II) other persistent labor surplus area concerns; (III) substantial labor surplus area concerns which are also small business concerns; (IV) other substantial labor surplus area concerns; and (V) small business concerns which are not labor surplus area concerns.

OFFICE OF ECONOMIC OPPORTUNITY

EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506

April 6, 1970

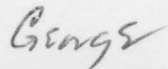
Mr. Robert J. Brown
The White House
Washington, D. C. 20006

Dear Bob:

In the matter of the final execution of contracts during March, 1970, there was very little activity within the Procurement Division, Office of Economic Opportunity. As you already know, there was one fixed price contract No. B00-5095 executed on March 23, 1970 with a minority business firm, Sam Harris Associates, Ltd. in the amount of \$72,000 for a Survey of Minority Business Enterprises. If you will have your secretary add this contract to the list of February 28, 1970 which I sent you early last month you will be up to date as of March 31, 1970.

Sorry I missed your telephone call the other day.

Sincerely,



G. W. BOXALL
Chief, Policy & Support Br.
Procurement Division