**SOLICITATION, OFFER, AND AWARD**

1. CONTRACT (Proc. Inst. Ident.) No. 1-61-5529
2. SOLICITATION NO. 1-61-5529
3. CERTIFIED FOR NATIONAL DEFENSE UNDER 10 U.S.C. 2395-30-10-000
4. PAGE OF 6

**ADDRESS OFFER TO**
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
ROOM 116, BUILDING 1195
HAMPTON, VIRGINIA 23666

5. DATE ISSUED: 3/13/75

6. REQUISITION/PURCHASE REQUEST NO.

7. I SSUED BY
UNITED STATES
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
HAMPTON, VIRGINIA 23665

8. SOLICITATION
Sealed offers in original and copy for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, or if hand-carried, in the depositary located in Room 116, Building 1195 until 3:00 p.m., April 14, 1975 (Local Time). If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:
1. The attached Solicitation Instructions and Conditions, SF 33-A.

FOR INFORMATION CALL (Name and Telephone No.) (For office calls: W. R. Wade (804) 827-3932)

9. SCHEDULE

<table>
<thead>
<tr>
<th>Bidding Option</th>
<th>Code</th>
<th>Facility Code</th>
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<tbody>
<tr>
<td>10</td>
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</table>

10. OFFER

11. OFFEROR

12. OFFEROR NAME & ADDRESS

13. OFFEROR NAME & ADDRESS (Street, city, state & ZIP Code)


15. OFFEROR NAME & ADDRESS: Check if Remittance Address Is Different From Above—Enter Such Address In Schedule.

16. AWARD

17. AWARD NAME OF CONTRACTING OFFICER (Type or Print)

18. AWARD UNITED STATES OF AMERICA

19. AWARD DATED

20. AWARD SIGNED (Type or Print)

**NOTE:** Reserve Must Also Be Fully Completed By Offeror.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (50 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

16. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

17. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

18. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

19. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

20. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

21. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

22. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

23. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

24. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

25. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

26. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

27. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

28. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

29. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

30. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 or SF 33-A)

**NOTE:** Reserve Must Also Be Fully Completed By Offeror.
The offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

1. SMALL BUSINESS (See par. 14 on SF 33-A.)
   □ He □ is 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.)
   He is a □ regular dealer in, □ manufacturer of, the supplies offered.

3. CONTINGENT FEE (See par. 15 on SF 33-A.)
   (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) 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 for contingent upon or resulting from the award of this contract.

4. TYPE OF BUSINESS ORGANIZATION
   He operates as □ an individual, □ a partnership, □ a nonprofit organization, □ a corporation, incorporated under the laws of the State of __________.

5. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)
   Each offeror shall complete (a) and (b) if applicable, and (c) below.
   (a) He □ is □ is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)
   (b) If not owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company if any.
   Name of parent company and main office address: ______________________________
   (include ZIP Code)

6. EQUAL OPPORTUNITY
   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 261 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 subcontract which are exempt from the clause.)

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.

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A.)
   (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies to its own organization, that in connection with this procurement:
   (1) The prices in this offer 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 offeror or with any competitor.
   (2) Unless otherwise required by law, the prices which have been offered in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor.
   (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
   (b) Each person signing this offer certifies that:
   (1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being 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) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being 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 that as their agent he hereby so certifies; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES
   (Applicable to (1) contracts, (2) subcontracts, and (2) 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, 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. If he fails to obey this certification in such a manner as to result in continued segregation of his employees, he fulfills the requirements of the above certification.

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 must 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.

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Solicitation for Offers and the related documents involved and dated as follows:

NOTE: Offers must be fully, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
Standard Form 33A will not be designated as pages 3 and 4 of this Solicitation.

REMITTANCE ADDRESS (If other than bidding address):

TO BE EXECUTED BY OFFEROR IF THIS OFFER IS IN EXCESS OF $10,000 (Walsh-Healey Act)
Name and location, including street, city, and state of the plant or plants which will fabricate or supply the material and/or equipment:

AFFIRMATIVE ACTION PROGRAM (OCTOBER 1971)
(The following certification shall be completed by each offeror whose offer is $50,000 or more and who has 50 employees or more.)
The offeror certifies that he [ ] has, [ ] has not, developed and maintained at each of his establishments Equal Opportunity Affirmative Action Programs, pursuant to 41 CFR 60.2.

MINORITY BUSINESS
He [ ] is [ ] is not a minority business enterprise defined as "a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Puerto Ricans, Spanish-Speaking American persons, American-Indians, American-Latinos, and American Aleuts."

EQUAL OPPORTUNITY
Clause 18, Standard Form 32, is not applicable to contracts (i) not exceeding $10,000, or (ii) where work is to be performed outside the United States by employees who were not recruited within the United States.

CERTIFICATION OF EQUAL EMPLOYMENT COMPLIANCE (OCTOBER 1971)
By submission of this offer, the offeror certifies that, except as noted below, up to the date of this offer, no advice, information or notice has been received by the offeror from any Federal Government agency or representative thereof that the offeror or any of its divisions or affiliates or known first-tier subcontractors is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further certified and agreed that should there be any change in the status of circumstances certified to above between this date and the date of expiration of this offer or any extension thereof, the Government Contracting Officer cognizant of this procurement will be notified forthwith.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
Clause 16, Standard Form 32, is not applicable to contracts if the aggregate amount of the bid is $2,500 or less.

CORRESPONDENCE
All correspondence regarding this bid and resulting contract must be in quadruplicate.

EXCEPTIONS TO BUY AMERICAN ACT
Specific information as to articles, materials, and supplies excepted from the Buy American Act is available to prospective contractors upon request to this Research Center.

NEW MATERIAL
Except as to any supplies and components which the Specification or Schedule specifically provides need not be new, the Contractor represents that the supplies and components to be provided under this contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If, at any time during the performance of this contract, the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Contracting Officer immediately, in writing, including the reasons therefor and proposing any consideration which will flow to the Government if authorization to use such supplies is granted.

MINOR VARIATIONS
Bids offering items varying in minor detail from the specifications will be considered, provided a complete description is furnished. For this purpose, minor variations are defined as those not affecting class, quality, accuracy, performance, utility, reliability, or suitability for the intended use. Any question as to whether a bid meets the essential requirements will be decided by the Contracting Officer.

(Continued on page 4)
ACKNOWLEDGMENT OF CONTRACT

Contractor shall acknowledge receipt of contract within ten (10) days after receipt thereof. The contract terms and conditions and time for delivery shall govern and take precedence over any contractor's acknowledgment terms and conditions and time of delivery.

LISTING OF EMPLOYMENT OPENINGS (NOVEMBER 1973)

Bidders should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for $2,500 or more.

PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (AUGUST 1972)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the “Disputes” clause of this contract, denying a claim arising under the contract, simple interest at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the “Disputes” clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be paid only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction.

PRICING OF ADJUSTMENTS (AUGUST 1970)

When costs are a factor in any determination of a contract price adjustment pursuant to the “Changes” clause of any other provision of this contract, such costs shall be in accordance with Part 15 of the NASA Procurement Regulation as in effect on the date of this contract.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES (DECEMBER 1971)

(a) It is the policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use its best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of the contract. As used in this contract, the term “minority business enterprise” means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Puerto Ricans, Spanish-Speaking American persons, American Orientals, American-Indians, American Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

Contracts or purchase orders to be awarded as a result of this solicitation shall be assigned a (DX or DO as appropriate) rating or DMS allotment number (as appropriate) in accordance with the provisions of DMS Regulation 1.

VIRGINIA AND LOCAL TAXES

This purchase is exempt from Virginia and local retail sales and use taxes in accordance with § 4-43(a) of the Virginia Retail Sales and Use Tax Rules and Regulations dated August 1, 1966, as revised July 1, 1969. Department of Taxation Form ST-12 must be on file with the vendor; if form required, please indicate on bid form.

WARNING TO OFFERORS

Offerors are cautioned that qualifying an offer to an advertised (IFB) solicitation in any manner probably will make it nonresponsive and unacceptable. Unacceptable qualifications can include bidding F.O.B. shipping point (with or without freight allowed), when F.O.B. destination solicitations are requested, including the offeror's own forms containing printed clauses which conflict with or would modify standard Government terms and conditions; failing to include information required to be furnished with the offer; or taking exception to specific parts of the specifications. Qualifications of the foregoing or similar types are judged individually on their own merits but frequently cannot be accepted and result in the rejection of the offer, even though they may have been included inadvertently.

NOTICE OF PROGRAM FOR FURTHER PROVIDING FOR THE STABILIZATION OF THE ECONOMY (MAY 1973)

Offerors are advised that prices are expected to be in compliance with the General Price Standard of the Cost of Living Council as set forth in Section 130.13 of Title 6, Code of Federal Regulations.

(Continued on page 5)
This procurement is not a Small Business Set-Aside. However, for Government reporting purposes, the Small Business size standard for this procurement is based on a concern including its affiliates having not more than 500 employees.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

The SIC Code applicable to this procurement is 3599.

DELIVERY REQUIREMENTS

A. Delivery is required to be made within 300 days after date of contract award. Bids offering delivery under such terms and conditions that delivery will not clearly fall within the delivery period specified above will be considered nonresponsive and will be rejected.

B. Attention is directed to paragraph 10(d) of the Terms and Conditions of the Invitation for Bids, which provides that a written award mailed or otherwise furnished to the successful bidder results in a binding contract. Any award hereunder, or a preliminary notice thereof, will be mailed or otherwise furnished to the bidder the day the award is dated. Therefore, in computing the time available for performance, the bidder should take into consideration the time for the notice of award to arrive through the ordinary mails.

However, a bid offering delivery based on date of receipt by the Contractor of the contract or notice of award (rather than the contract date) will be evaluated by adding the maximum number of days normally required for delivery of the award through the ordinary mails. If, as so computed, the delivery date offered is later than the delivery date required in the invitation, the bid will be considered nonresponsive and rejected.

DESTINATION

Bids shall be submitted on the basis of delivery F.O.B. destination which is:

National Aeronautics and Space Administration
Langley Research Center
Building 1206, West Area
Hampton, VA 23665

Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive.

Materials shipped via commercial carrier shall be addressed as specified above, marked with contract number for proper identification.

Final inspection and acceptance shall be at destination.

(Cont'd. on Page 6)
## PROGRESS PAYMENTS

The need for progress payments conforming to regulations (Appendix E NASA Procurement Regulation) will not be considered as a handicap or adverse factor in the award of contracts. Bidders desiring progress payments in accordance with the "Progress Payment" clause attached hereto, shall include a written request therefor in their bids. Bids including requests for progress payments will be evaluated on an equal basis with bids not including a request for progress payments. If so requested, the "Progress Payment" clause will be included in the contract award. For small business concerns, 65 percent will be specified throughout the "Progress Payment" clause. If a bid does not contain a request for progress payment provision, the "Progress Payment" clause will not be included in the contract as awarded.

For Contractors which are not small business concerns, 80 percent will be specified throughout the requested "Progress Payment" clause. Bids of small business concerns that include request for progress payments of 65 percent of total costs will be evaluated on an equal basis with bids of firms which are not small business concerns, that include request for progress payment at 80 percent of total costs.

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<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1.</td>
<td>Services and Material for fabricating and furnishing a complete set of twenty-five (25) front and twenty-six (26) rear fan blade shanks in accordance with attached Specification No. 1-61-5529 dated March 13, 1979, and the drawings listed therein.</td>
<td>1 set (51 shanks)</td>
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ALTERATIONS TO STANDARD FORM 32 (November 1966) and NASA FORM 250 (November 1970)
GENERAL PROVISIONS
(Fixed-Price Supply Contract
(Clauses in NASA Procurement Regulation 7.100)

1. Clause 10, Examination of Records, is hereby deleted in its entirety, and the following substituted therefor:

"10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (OCTOBER 1971)

(a) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) 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 or such lesser time specified in Appendix M of the NASA Procurement Regulation, have access to and the right to examine any directly pertinent transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a proviso 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 or such lesser time specified in Appendix M of the NASA Procurement Regulation, 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.

(d) The periods of access and examination described in (b) and (c) above for records which relate to (i) appeals under the "Disputes" clause of this contract, (ii) litigation or the settlement of claims arising out of the performance of this contract, or (iii) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of."

(7.104-15)

2. Clause 15, Convict Labor, is hereby deleted in its entirety, and the following substituted therefore:

CONVICT LABOR (OCTOBER 1974)

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

3. Clause 16, Contract Work Hours and Safety Standards Act - Overtime Compensation is amended by adding "and the preamble preceding paragraph (a)" in paragraph (d), line 2, between the words "clause" and "in." (7.103-16/12.303-1)

4. Clause 18, Equal Opportunity, is hereby deleted in its entirety, and the attached Clause 18, Equal Opportunity (June 1973), is substituted therefor. (7.103-18/12.804)

5. Clause 24, Termination for Convenience of the Government (August 1970), is amended by deleting "(August 1970)" in the title and substituting "(June 1972)" therefor; and by adding the term "or services" following the word "supplies" wherever it appears in subparagraphs (i) and (ii) of paragraph (e). (7.103-21/6.701)

6. Clause 26, Priorities, Allocations and Allotments (September 1962), is hereby deleted in its entirety, and the following substituted therefor:

"26. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS (OCTOBER 1971)

The Contractor shall follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order."

7. (7.104-18/1.307-2)

7. Clause 32, Interest (January 1963), is amended by deleting "(January 1963)" in the title and substituting "(August 1972)" therefor; and by deleting the words "of six percent per annum" in line 5, and substituting the words "established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board," therefor. (7.103-53)
23. SECURITY REQUIREMENTS (September 1962)

(a) The provisions of this clause shall apply to the extent that this contract involves access to information classified "Confidential" or higher.

(b) NASA shall notify the Contractor of the security classification of this contract and the elements thereof, and of any subsequent revisions in such security classification, by the use of a Security Requirements Checklist (DD Form 254), or other written notification.

(c) The Contractor agrees to execute, if he has not already done so, a Security Agreement (DD Form 441) with the Government, represented by the Military Department assigned security cognizance over the Contractor's facility. To the extent the Government has indicated, as of the date of this contract, or thereafter indicates a security classification under this contract as provided in paragraph (b) above, the Contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within its own organization in accordance with the requirements of:

1. the Security Agreement (DD Form 441), including the Industrial Security Manual for Safeguarding Classified Information in effect on the date of this contract, and any modification to the Security Agreement for the purpose of adapting the Manual to the Contractor's business; and

2. any amendments to said Manual made after the date of this contract, notice of which has been furnished to the Contractor by the Security Office of the Military Department assigned security cognizance over the facility.

(d) Representatives of the Military Department having security cognizance over the facility, and representatives of NASA, shall have the right, at any reasonable intervals, to visit the Contractor's premises and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the Contractor, through these representatives, determine that the Contractor is not complying with the security requirements of this contract, the Contractor shall be informed in writing by the Security Office of the cognizant Military Department of the proper action to be taken in order to effect compliance with such requirements.

(e) If, subsequent to the date of this contract, the security requirements or security requirements under this contract are changed by the Government as provided in this clause and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increases or decreases. Any such equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause of this contract.

(f) The Contractor agrees to insert, in all subcontracts hereunder which involve access to classified information provisions which shall conform substantially to the language of this clause, including this paragraph (f), but excluding the last sentence of paragraph (e) of this clause.

(g) The Contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies, or services which will involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance, which is still in effect, prior to being accorded access to such classified information.

24. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (August 1970)

(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 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:

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

(ii) 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;

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

(iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, titles, 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;

(v) 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;

(vi) transfer title and deliver to the Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (A) the fabricated or unfabricated parts, works 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 (B) 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;

(vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the prices or prices directed or authorized by the Contracting Officer, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions pro-
scribed by and at a price or prices approved by the Contracting Officer, and that the proceeds of any such transfer or disposition shall be deposited in an account to be established for the purpose of disbursement as may be directed by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or may be paid in such other manner as the Contracting Officer may direct:

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

(x) any surplus 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 an interest.

At any time after expiration of the plant clearance period, as defined in Part 8 of the NASA Procurement Regulation as it may be amended from time to time, the Contractor may submit to the Contracting Officer request for a lien or reservation thereon of the aggregate price payable for the purpose of securing the lien or reservation thereon of the aggregate price payable under such contract, on the completion or partial completion thereof. Such request shall be submitted promptly but in no event later than one (1) year after the effective date of termination, unless one or more extensions in writing are agreed upon by the Contracting Officer and the Contractor in writing. The Contracting Officer, upon request of the Contractor made in writing within such one (1) year period or such extensions thereof, may cause his lien or reservation thereon to be released only after the Contractor shall have delivered to such lien or reservation thereon to the Contractor the amount so determined.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certificates prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, and in the event that the Contracting Officer or his designee, or the Government, shall order the Contractor to remove such items or other things from the area of the work at any time after such one (1) year period or such extensions thereof. Upon failure of the Contractor to submit such termination claim within the time allowed, the Contracting Officer may, subject to any settlement or adjustment required by the Government or the Contracting Officer in accordance with the provisions of the notice of termination or the settlement and adjustment agreement covering the same, provide that the final settlement shall be made prior to final settlement. Provision for such settlement and adjustment shall be made in writing within such one (1) year period or such extensions thereof. However, if the Contractor is unable to prove that the facts justify such action, he may receive and accept upon any such settlement claim at any time after such one (1) year period or such extensions thereof. Upon failure of the Contractor to submit such termination claim within the time allowed, the Contracting Officer may, subject to any settlement or adjustment required by the Government or the Contracting Officer in accordance with the provisions of the notice of termination or the settlement and adjustment agreement covering the same, provide that the final settlement shall be made prior to final settlement.

(d) Subject to the provisions of paragraph (c), if the Contractor fails to submit his termination claim within the time allowed, the Contracting Officer may, subject to any settlement or adjustment required by the Government or the Contracting Officer in accordance with the provisions of the notice of termination or the settlement and adjustment agreement covering the same, provide that the final settlement shall be made prior to final settlement. Provision for such settlement and adjustment shall be made in writing within such one (1) year period or such extensions thereof. However, if the Contractor is unable to prove that the facts justify such action, he may receive and accept upon any such settlement claim at any time after such one (1) year period or such extensions thereof. Upon failure of the Contractor to submit such termination claim within the time allowed, the Contracting Officer may, subject to any settlement or adjustment required by the Government or the Contracting Officer in accordance with the provisions of the notice of termination or the settlement and adjustment agreement covering the same, provide that the final settlement shall be made prior to final settlement.

(e) The Contractor shall have the right of appeal, under the terms of this contract, as to the decisions made thereunder, to the contracting officer. The appeal shall be heard by the Contracting Officer or the contracting officer's representative. The decision of the Contracting Officer shall be final and conclusive on all issues submitted to such appeal. Any issue submitted to such appeal shall be heard by the Contracting Officer, or a representative thereof, who shall rule on the issue and determine the amount or amounts which shall be paid to the Contractor pursuant to this paragraph (f).

(f) In the event of the failure of the Contractor to file with the Contracting Officer a request in writing for an equitable adjustment in the price or prices specified in the contract, the costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e) (i) hereof:

1. The costs of settling and paying claims arising out of the termination of work under subparagraphs or (ii) (iv) 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 (ii) above; and

2. A sum, as profit on (ii) above, determined by the Contracting Officer prior to 8.1939 of the NASA Procurement Regulation, in effect as of the date of execution of this contract, to be fair and reasonable; provided, however, that if it appears that the Government has sustained a loss on the entire contract and it has been determined, prior to the execution of this contract, that a loss was incurred, and 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 (ii) (ii) (i) (ii) (ii) (i) (ii) (ii) above, the fair value, as determined by the Contracting Officer, of property which is destroyed at the time of execution of this contract, on or after the effective date of termination, by reason of the Government's action, and reasonable storage, transportation, and other costs incurred in connection with the protection, disposal or disposition of property allocable to the terminated portion of the contract, in effect as of the date of execution of this contract.

The total sum to be paid to the Contractor under (i) and (ii) of this paragraph (f) shall not exceed the contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Such amount shall be paid to the Contractor on or before the expiration of the one (1) year period or such extensions thereof, or at such other time as may be mutually agreed upon by the Government and the Contractor. The total amount to be paid to the Contractor under (i) and (ii) of this paragraph (f) shall not exceed the contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

The Contractor shall have the right of appeal, under the terms of this contract, as to the decisions made thereunder, to the contracting officer. The appeal shall be heard by the Contracting Officer or a representative thereof. The decision of the Contracting Officer shall be final and conclusive on all issues submitted to such appeal.
obligable adjustment as may be agreed upon shall be made in such price or prices.

(2) The Government may from time to time, under such terms and conditions as the parties may mutually agree and at the 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 not be in 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, the excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the due date of 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 terminated inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(c) 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 a reasonable time and at the sole expense of the Contractor, all 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.

25. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (September 1952)

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

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

26. PRIORITIES, ALLOCATIONS, AND ALLOWMENTS (September 1952)

The Contractor shall follow the provisions of DMS Reg. 3 and all applicable regulations of the Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to fill this order.

27. FEDERAL, STATE, AND LOCAL TAXES (November 1964)

(a) Except as may be otherwise provided for 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 transaction 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, or in his obtaining a refund or drawback of, any such tax or duty, or an increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by an amount equal to such tax or duty or rate increase, provided, that the Contractor shall have 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;

2. 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 tax or duty, or a decrease in the rate thereof 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 the Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, in his failure 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 tax or duty.

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

(d) As used in paragraph (a) 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 exempt 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, the contractor shall be obligated to submit the evidence in writing and to present the evidence to the Contracting Officer.

(f) (1) The Contractor shall promptly notify the Contracting Officer of any matters which provide the basis for an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

28. RENegotiation (September 1952)

(a) To the extent required by law, this contract is subject to the Renegotiation Act of 1951 (50 U.S.C. App. 2111, et seq.) as amended, and to any subsequent act of Congress providing for renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation, with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress herefore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

(b) The Contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts, as that term is defined in Section 168 of the Renegotiation Act of 1951, as amended.

29. AUTHORIZATION AND CONSENT (January 1964)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture in the performance of this contract or any part thereof, of any invention (including any lower-tier subcontract), of any invention described in and covered by a patent of the United States (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (2) utilized in the machinery, tools, or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance.

30. FILING OF PATENT APPLICATIONS (September 1955)

(a) Before filing or causing to be filed a patent application disclosing any subject matter of this contract, which subject matter is classified "Secret" or higher, the Contractor shall, filing the application within (30) days and submit the proposed application to the Contracting Officer for determination whether, for reasons of national security, such application should be placed under an order of secrecy or sealed in accordance with the provisions of 5 U.S.C. 251-259 or the issuance of a patent should be otherwise delayed under pertinent statutes or regulations; and the Contractor shall observe any instructions of the Contracting Officer with respect to the manner of delivery of the patent application to the United States Patent Office.
Contractor shall not be denied the right to file such patent application, if the Contracting Officer has not given any such instructions within thirty (30) days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.

(b) The Contractor shall furnish to the Contracting Officer at the time of or prior to the time when the Contractor files or causes to be filed a patent application disclosing any subject matter of this contract, which subject matter is classified "Confidential," a copy of such application for determination whether, for reasons of national security, such application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent statutes or regulations.

(c) In filing any patent application coming within the scope of this section, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter.

31. SOVIET-CONTROLLED AREAS (September 1962)

(a) The Contractor shall not acquire for use in the performance of this contract any supplies or services originating from sources within Soviet-controlled areas, as listed in the Schedule of this contract, or transported from or through Hong Kong or Macao, without the written approval of the Contracting Officer.

(b) The Contractor agrees to insert the provisions of this clause, including this subparagraph (b), in all subcontracts hereunder.

32. INTEREST (January 1963)

Notwithstanding any other provision of this contract, unless paid within thirty (30) days after receipt of the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or protest on a claim, the Contractor shall accept a refund agreement without contract supplement.

C. ALTERNATIONS IN CONTRACT (September 1962)

The following alterations have been made in the provisions of this contract:

(a) Clause 1, Definitions, is hereby revised as follows:

(i) Paragraph (a) is deleted and the following substituted therefor:

(A) The term "Administrative" means the Administrator, or Deputy Administrator of the National Aeronautics and Space Administration, and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Administrator.

(ii) The following paragraph (d) is added:

(d) The term "NASA" means the National Aeronautics and Space Administration.

(b) Clause 9, "Examination of Records" is deleted and the following "Examination of Records (October 1969)" is added:

EXAMINATION OF RECORDS (October 1969)

(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 (3) years after final payment under this contract or of any of the time periods specified in Appendix M of the NASA Procurement Regulation, 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 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 (3) years after final payment under this contract or of any of the time periods specified in Appendix M of the NASA Procurement Regulation, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the subcontractor, involving transactions related to the subcontract. The term "subcontractor" 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.

(c) Clause 12, Disputes, is hereby revised by deleting the word "Secretary" wherever it appears and substituting therefor the word "Administrator".

(d) Clause 14, Any American Act, is hereby revised by deleting the word "Secretary" wherever it appears and substituting therefor the word "Administrator".

In paragraph (a), (iii) (B), after the words "United States," (second occurrence), insert "or Canada."

(e) Clause 22, Utilization of Concerns in Labor Surplus Areas, is deleted and the following Utilization of Labor Surplus Areas Concerns (September 1970) is added:

UTILIZATION OF LABOR SURPLUS AREA CONCERNS (September 1970)

(a) It is the policy of the Government to award contracts to labor surplus area concerns, but (1) have been certified by the Secretary of Labor (hereinafter referred to as "certified concerns") with a first or second preference, or (2) have acted in accordance with the requirements of a program or project of the Department of Labor, and of the State or the area, with respect to labor surplus or unemployment or underemployment in those areas, which concern or project is designated as a "labor surplus area concern," or (3) have been a certified concern with a first or second preference, or (4) have been a certified concern with a second preference, or (5) have been a certified concern with a first or second preference, or (6) have acted in accordance with the requirements of a program or project of the Department of Labor, and of the State or the area, with respect to labor surplus area concerns, or (7) have been a certified concern with a first or second preference, or (8) have acted in accordance with the requirements of a program or project of the Department of Labor, and of the State or the area, with respect to labor surplus area concerns.
SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.
   As used herein:
   (a) The term "solicitation" means invitation for Bid (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
   (b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
   (c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.
   (a) Offers are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
   (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each continuation sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an authorized officer or by evidence of his authority unless such evidence has been previously furnished to the issuing office.
   (c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between the unit price and the total price, the unit price shall be deemed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake
   (d) Offers received at an office other than those specified will not be considered unless authorized by the solicitation.
   (e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
   (f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
   (g) Code names are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given by the agency shall be unimpeached by evidence of his authority unless such evidence has been previously furnished to the issuing office.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.
   Receipt of an amendment to a solicitation by an offeror must be acknowledged by (a) by signing and returning the amendment, (b) by the return of the amendment with any acceptable evidence that it is received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.
   (a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall sign the hour and date specified in the solicitation, and the name and address of the offeror on the face of the envelope.
   (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be made by telegraph only if made to the address of the offeror as stated in the solicitation.
   (c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, shall be at the offeror's expense.

6. FAILURE TO SUBMIT OFFER.
   If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by the solicitation are desired. Failure of the recipient to offer, or to withdraw the offer, may be cause for future solicitations for the type of supplies or services desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS.
   (a) If this solicitation is advertised, offers may be modified by written or telegraphic notice received prior to the time and date specified for receipt of offers. In such case, which may be at any time prior to award. Offers also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the time and date specified for receipt of offers. (However, see par. 8.)
   (b) If this solicitation is negotiated, offers may be modified (subject to par. 8) or withdrawn by written or telegraphic notice received at any time prior to award. Offers also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWS.
   (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications, otherwise than as the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors but not to withdrawals of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.
   (a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation and by the time and date specified therefor will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail in which case an original Receipt for Certified Mail has been obtained and is determinable by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if sent by mail (or by telegraph if authorized) it is determined by the Government that the late receipt was due solely to handling by the Government after receipt at the Government installation. It is noted that the best receipt to such installation is determined upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of 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 acceptable offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.
   (b) Offers 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 offer was timely mailed.
   (c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the day shown in the postmark on the registered mail receipt or the date of mailing or the date of mailing of 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, acceptable evidence is (1) the postmark 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 receipt from the post office station of mailing, 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 receipt 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 offer shall not be considered.

9. DISCOUNTS. (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified by the solicitation. Unless otherwise specified by the solicitation, and unless otherwise specified by the Government, a payment discount of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
   (b) In connection with any discount offered, time will be computed from date of delivery of the purchase order or contract, and delivery and acceptance are at point of origin, or from point of origin, or from point of destination, or at point of embarkation when delivery and acceptance are at point of origin.
acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item of items of any offer, unless the offeror furnishes his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written offer (Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract, provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healy Public Contracts Act (41 U.S.C. 31-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in duplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. 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 submitting offers on Government contracts, and is in a size category under the criteria concerning number of employees, annual gross 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.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to secure this contract, or that he has paid or agreed to pay any finder's fee, percentage, or brokerage fee to any company or person connected with such concern, or to any, in connection with which such concern was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, each ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 841), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification that the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a)1), (a)2), or (b) of the certification has been deleted or modified. Where (a)2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer 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.

19. 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.
UNITED STATES
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER
LANGLEY STATION, HAMPTON, VIRGINIA

SPECIFICATIONS
FOR A
COMPLETE SET OF FRONT AND
REAR FAN BLADE SHANKS FOR
THE 16-FOOT TRANSONIC TUNNEL
BUILDING 1145

SPECIFICATIONS NO.: 1-61-5529
DATE: March 13, 1975
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---WORK---

The work to be performed under these specifications shall include fabricating, inspecting, and delivering 25 front and 26 rear fan blade shanks.

The work shall include all services, materials, equipment, inspection, and labor necessary to furnish the 51 fan blade shanks.

---CONTRACT DRAWINGS---

The work shall conform to the drawings listed below and, together with these specifications, shall serve as a basis for this contract.

<table>
<thead>
<tr>
<th>DRAWING</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>LD-525975</td>
<td>BLADE FITTING ASSEMBLY - REAR FAN</td>
<td>12-10-74</td>
</tr>
<tr>
<td>LD-525976</td>
<td>BLADE SHANK - REAR FAN</td>
<td>12-10-74</td>
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<tr>
<td>LD-525977</td>
<td>BLADE FITTING ASSEMBLY - FRONT FAN</td>
<td>12-10-74</td>
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<tr>
<td>LD-525978</td>
<td>BLADE SHANK - FRONT FAN</td>
<td>12-10-74</td>
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<tr>
<td>LD-525979</td>
<td>BLADE SIDE PLATE</td>
<td>12-10-74</td>
</tr>
<tr>
<td>LD-525980</td>
<td>TEMPLATES</td>
<td>12-10-74</td>
</tr>
</tbody>
</table>

Up to a maximum of ten (10) complete sets of drawings and specifications will be furnished the contractor after award of contract, upon his request.
THE FAN BLADE SHANKS ARE TO BE FABRICATED FROM CAST STEEL BUTT PORTIONS, TO WHICH A PAIR OF STEEL SIDE PLATES ARE WELDED. THIS WELDMENT FORMS A CLEVIS OR FORK TO WHICH THE WOODEN FAN BLADES ARE SECURED. THE WOODEN FAN BLADES ARE TO BE FURNISHED BY OTHERS.
SECTION 2X
TECHNICAL REQUIREMENTS

---MATERIAL SPECIFICATIONS---

THE MATERIAL SPECIFICATIONS FOR THE FAN BLADE SHANKS SHALL BE AS SPECIFIED ON THE DRAWINGS.

---WELDING---

THE WELDING OF THE BLADE SIDEPLATES TO THE BLADE SHANK CASTING SHALL BE A 100 PERCENT FULL PENETRATION WELD AS SHOWN ON THE DRAWINGS.

---INSPECTION---

INSPECTORS FOR ALL OF THE TYPES OF INSPECTIONS SHALL BE QUALIFIED PER THE AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING RECOMMENDED PRACTICE NO. SNT-TC-1A LEVEL II AS A MINIMUM.

THE INSPECTION PROCEDURES AND ACCEPTANCE LEVELS ARE TO BE AS STATED ON THE DRAWINGS. IN GENERAL, THE FOLLOWING INSPECTIONS ARE TO BE PERFORMED IN THE ORDER LISTED:

A) MAGNETIC PARTICLE ON ALL SURFACES
B) RADILOGRAPHIC (USING DOUBLE FILM)
C) ULTRASONIC, INNER CORE, CROSS DEFECT
D) ULTRASONIC, OUTER CORE
E) MAGNETIC PARTICLE, MACHINED SURFACES

---REPAIR OF UNACCEPTABLE DEFECTS: CASTINGS---

THE CONTRACTOR MAY REQUEST AND THE GOVERNMENT MAY GRANT, ON AN INDIVIDUAL BASIS, PERMISSION FOR THE REPAIR OF UNACCEPTABLE DEFECTS. THE CONTRACTOR SHALL NOTIFY THE GOVERNMENT OF THE TYPE, SIZE AND LOCATION OF THE DEFECT. IF PERMISSION FOR REPAIR IS GRANTED BY THE GOVERNMENT IN WRITING, THE FOLLOWING PROCEDURE IS TO BE FOLLOWED:

A) REMOVE ALL OF DEFECT TO SOUND METAL.
B) RESTORE THE CASTING BY 100 PERCENT FULL PENETRATION WELDING USING LOW HYDROGEN WELDING ELECTRODES OF THE E-70-XX SERIES.
C) REINSPECT THE CASTING, AS REQUIRED FOR A NEW CASTING, IN THE REPAIRED AREA.
THE CONTRACTOR SHALL FURNISH THE FOLLOWING:

A) MILL CERTIFICATION SHEETS CERTIFYING COMPLIANCE WITH MATERIAL CALLED FOR ON APPLICABLE DRAWINGS.
B) CHEMICAL ANALYSIS SHEETS CERTIFYING COMPLIANCE WITH MATERIAL CALLED FOR ON APPLICABLE DRAWINGS.
C) DOUBLING FILM RADIOGRAPHS OF THE ACCEPTABLE CASTINGS AND WELDMENTS.
D) CERTIFICATION SHEETS CERTIFYING COMPLIANCE WITH THE ACCEPTANCE CRITERIA FOR THE MAGNETIC PARTICLE AND ULTRASONIC INSPECTIONS CALLED FOR ON THE DRAWINGS.

THE ABOVE CERTIFICATIONS AND INSPECTION REPORTS SHALL BE SIGNED BY A RESPONSIBLE OFFICER OF THE CONTRACTOR. THEY SHALL BE FURNISHED PRIOR TO SHIPPING THE COMPLETED SHANKS.

--- CRATING AND SHIPPING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CRATING AND SHIPPING OF THESE FAN BLADE SHANKS. HE SHALL SHIP THEM IN SUCH CRATES AS HE DEEMS NECESSARY TO ASSURE THEIR ARRIVAL IN FIRST CLASS CONDITION, FREE FROM DAMAGE AND THE MACHINE PARTS FREE OF ALL RUST AND SCALE. EACH CONTAINER SHALL BE FABRICATED IN A MANNER TO PERMIT VISUAL INSPECTION FOR SHIPPING DAMAGE WITHOUT DISMANTLING THE CRATE.

EACH CONTAINER SHALL BE LABELED, STENCILLED OR OTHERWISE MARKED IN A CONSPICUOUS MANNER, AS TO ITS CONTENTS GIVING AS A MINIMUM WHETHER OR NOT THE CRATE CONTAINS A FRONT OR REAR SHANK AND ITS FINISHED WEIGHT.
SECTION 3J

STANDARD REQUIREMENTS

---SCOPE---

THIS SECTION CONTAINS THE STANDARD REQUIREMENTS PERTAINING TO WORK UNDER THIS CONTRACT.
WHEREVER IN THE VARIOUS SECTIONS OF THESE SPECIFICATIONS, MATERIAL OR EQUIPMENT TO BE FURNISHED OR WORK TO BE DONE IS REQUIRED TO CONFORM TO FEDERAL SPECIFICATIONS, ASTM, AISC, SAE OR ANY OTHER GENERALLY RECOGNIZED AUTHORITY, THE LATEST REVISED EDITION OF SUCH SPECIFICATION IN EFFECT ON THE DATE OF THE INVITATION FOR BIDS SHALL APPLY, IF THE REFERENCED MATERIAL IS NOT DATED.
SECTION 4E
SPECIAL REQUIREMENTS

---SCOPE---

THIS SECTION CONTAINS THE SPECIAL REQUIREMENTS PERTAINING TO WORK UNDER THIS CONTRACT.

---ADDRESSING CORRESPONDENCE AND INVOICES---

THE CONTRACTOR SHALL SUBMIT AN ORIGINAL AND ONE COPY OF ALL CORRESPONDENCE REQUIRED UNDER THE CONTRACT. THE CORRESPONDENCE SHALL BE CLEARLY MARKED WITH THE ASSIGNED GOVERNMENT CONTRACT NUMBER AND ADDRESSED AS FOLLOWS:

REPRESENTATIVE OF THE CONTRACTING OFFICER
NASA, LANGLEY RESEARCH CENTER, MAIL STOP 138
HAMPTON, VIRGINIA 23665

THE CONTRACTOR SHALL SUBMIT SIX COPIES OF ALL SHOP DRAWINGS, TEST REPORTS, EQUIPMENT DATA SHEETS, AND ANY OTHER TECHNICAL DATA UNDER AN ORIGINAL COVER LETTER AND ONE COVER LETTER COPY ADDRESSED AS INDICATED ABOVE.

---PROGRESS CHARTS---

WITHIN TEN DAYS SUBSEQUENT TO AWARD OF THE CONTRACT THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE Contracting Officer FOR APPROVAL, 6 COPIES OF A PRACTICAL AND FEASIBLE SCHEDULE ON FORM NASA-C-63. THIS SCHEDULE SHALL INDICATE THE SEQUENCE OF WORK THE CONTRACTOR PLANS SO AS TO COMPLETE THE CONTRACT WITHIN THE SPECIFIED COMPLETION PERIOD AND SHALL INCLUDE ACTIVITIES FOR THE FOLLOWING CATEGORIES OF WORK:

- PATTERNS
- CASTINGS
- INSPECTION OF CASTINGS
- MACHINE CASTINGS
- SIDE PLATES
- WELDING OF SIDE PLATES TO CASTINGS
- INSPECTION OF WELDING
- SHIPMENT

LARGE SAB + FURN BLADES FOR 16FT TUNNEL JOB
MONTHLY PROGRESS REPORTS ON FORM NASA-C-63 SHALL BE PREPARED IN ACCORDANCE WITH THE
INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM AND SHALL SHOW BOTH THE NASA APPROVED
SCHEDULE AND THE CONTRACTOR'S CURRENT WORKING SCHEDULE. THE SCHEDULE SHALL
NOT BE ALTERED WITHOUT WRITTEN APPROVAL OF THE CONTRACTING OFFICER.

THE CONTRACTOR SHALL PREPARE AND SUBMIT 6 COPIES OF THE FOLLOWING REPORTS COVERING
WORK ACCOMPLISHED DURING EACH MONTH OF CONTRACT PERFORMANCE. THE TECHNICAL PROGRESS
NARRATIVE AND CONTRACT PROGRESS SCHEDULE, (FORM NASA-C-63), SHALL BE PREPARED COVER-
NING A PERIOD FROM THE FIFTEENTH OF ONE MONTH TO THE FOURTEENTH OF THE FOLLOWING MONTH
AND SHALL BE SUBMITTED SO AS TO BE RECEIVED NO LATER THAN ONE WEEK FOLLOWING THE
REPORTING PERIOD. THE CONTRACTOR SHALL SIGNIFY HIS APPROVAL OF MONTHLY REPORTS BEING
SUBMITTED BY AFFIXING HIS SIGNATURE TO THE TECHNICAL PROGRESS NARRATIVE AND TO BLOCK 4
OF FORM NASA-C-63.

MONTHLY TECHNICAL PROGRESS NARRATIVES SHALL BE BRIEF, FACTUAL AND INFORMAL AND SHALL
BE PREPARED IN ACCORDANCE WITH THE FOLLOWING FORMAT:

A COVER PAGE CONTAINING:

- CONTRACT NUMBER AND TITLE
- PERIOD OF PERFORMANCE BEING REPORTED
- CONTRACTOR'S NAME AND SIGNATURE
- DATE OF PUBLICATION

SUMMARY OUTLOOK - A SHORT STATEMENT SUMMARIZING THE CURRENT TIME STATUS IN RELATION
TO PLAN AS WELL AS THE OUTLOOK FOR ACHIEVING MAJOR GOALS.

STATUS VERSUS PLANS.

SIGNIFICANT PROGRESS - A DESCRIPTION OF OVERALL PROGRESS PLUS A SEPARATE DESCRI-
PTION FOR EACH REPORTING CATEGORY ON THE CONTRACT PROGRESS SCHEDULE (FORM NASA-C-63)
ON WHICH EFFORT WAS EXPENDED DURING THE REPORTING PERIOD.

PROBLEM AREAS - A DESCRIPTION OF CURRENT PROBLEMS AND THEIR SCHEDULE AND RESOURCE
IMPLICATION WHICH MAY INHIBIT PERFORMANCE.

CORRECTIVE ACTIONS - A DESCRIPTION OF CORRECTIVE ACTION WHICH HAS BEEN TAKEN OR
WHICH IS PLANNED TO CORRECT ANY EXISTING PROBLEM.