

INVITATION FOR BIDS

FOR

IFB NA00-2-651

HALON 1301 PERMANENT FIRE SUPPRESSION

SYSTEM FOR AN AIRPLANE PASSENGER

CABIN

AT THE

**National Aviation Facilities Experimental Center
Atlantic City, New Jersey**

— NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES —

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 a basis of race, creed, color, 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 non-responsive to the terms of solicitations involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.

STANDARD FORM 33, NOV. 1969 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		SOLICITATION, OFFER, AND AWARD		3. CERTIFIED FOR NATIONAL DEFENSE UNDER DOSA REG. 2 AND/OR DMS REG. 1.		4. PAGE 1		OF 16	
1. CONTRACT (Proc. Inst. Ident.) NO.		2. SOLICITATION NO. IFB NAOO-2-651 <input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/15/71		6. REQUISITION/PURCHASE REQUEST NO. IFB No.: NAOO- 2-651 PR No.: PRN- 2-828			
7. ISSUED BY CONTRACTS AND PURCHASE BRANCH, Attn: NA-413 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, NAFEC ATLANTIC CITY, NEW JERSEY 08405				8. ADDRESS OFFER TO (If other than Block 7) SAME AS BLOCK 7.					

TRIPPLICATE

SOLICITATION

9. Sealed offers in original and 2 copies 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 DEPOSITORY LOCATED IN ROOM 207, BLDG. 24 until * 2:30 P.M., 14 JANUARY 1972. 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:

- The attached Solicitation Instructions and Conditions, SF 33-A
- The General Provisions, SF 32, NOV. 69 edition, which is attached or incorporated herein by reference.
- The Schedule included below and/or attached hereto.
- Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.) **JAMES F. GUCKES (609) 641-8200 EXT. 3121**

SCHEDULE

10 ITEM NO.	11 SUPPLIES/SERVICES	12 QUANTITY	13 UNIT	14 UNIT PRICE	15 AMOUNT
1.	<u>PRN-2-828</u> <u>HALON 1301 PERMANENT FIRE SUPPRESSION SYSTEM FOR AN AIRPLANE PASSENGER CABIN, in accordance with Specification #CPS-3571 Contained herein.</u> <u>DELIVERED F.O.B, DESTINATION</u> *Local time at place of Bid Opening.	1	EA.	\$	\$

OFFER (NOTE: Reverse 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 (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the 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 on SF 33-A)
 _____ % 10 CALENDAR DAYS; _____ % 20 CALENDAR DAYS; _____ % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.

17. OFFEROR NAME & ADDRESS
 CODE _____ FACILITY CODE _____
 (Street, city, county, state, & ZIP Code)
 Area Code and Telephone No. _____
 Check if Remittance Address is Different From Above—Enter Such Address in Schedule.

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
 19. SIGNATURE
 20. OFFER DATE

AWARD (To Be Completed By Government)

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK <u>27</u>		PROJECT MANAGER:
26. ADMINISTERED BY (If other than block 7) SAME AS BLOCK 7.		25. NEGOTIATED <input type="checkbox"/> 18 U.S.C. 2304(e)(1) PURSUANT TO <input type="checkbox"/> 41 U.S.C. 252(c)(1)
COMPLETION DATE:		27. PAYMENT WILL BE MADE BY CODE _____ CHIEF, ACCOUNTING DIVISION, NA-20 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, NAFEC ATLANTIC CITY, NEW JERSEY 08405
28. NAME OF CONTRACTING OFFICER (Type or Print)	29. UNITED STATES OF AMERICA BY: _____ (Signature of Contracting Officer)	
		30. AWARD DATE

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (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) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the 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 initiated by the person signing the offer. Offers signed by an agent are to be accompanied 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 a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) 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 boxes 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 before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be 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 show the hour and date specified in the solicitation for receipt, the solicitation number, 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 modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

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 this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are 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 or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer 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 exact hour and date set for receipt of offers. (However, see par. 8.)

(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers 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 WITHDRAWALS. (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 (other than 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 after the exact hour and date specified for receipt 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 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 (3) 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 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 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 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 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 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 in the solicitation. However, offered discounts 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 supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and

SCHEDULEHALON 1301 PERMANENT FIRE SUPPRESSION SYSTEMSPECIFICATION #CPS-3571I. Fire Suppression System:

A permanent, modular, automatic/manual fire suppression system is required for installation in a DC-7 fuselage. The system will use bromotrifluoromethane, CBrF_3 , commercially known as Halon 1301, as the fire extinguishing agent. The system will be designed to provide a uniform distribution of agent throughout the test article (DC-7 fuselage), in concentrations ranging from 5 to 7 percent by volume, within 10 seconds of activation. The required number of modules will be dictated by the ability of the system to achieve the specified concentration(s) within the allotted time and the desirability to minimize the number of modules because of weight considerations. The system will be designed for either automatic or manual operation using 115V AC power.

A. Suppressor Module

Each module will consist of an explosively operated actuator which opens a frangible disk, or any other mechanism which releases the agent at a rapid rate. The agent will then pass through a discharge tube (if necessary) and into the cabin through a spreader, aspirator or any other disperser designed to have: (1) the least physical (agent jet impact forces, overpressure, etc.) and psychological (noise, overpressure, scattering of lightweight objects, etc.) effects upon passengers, and (2) the most expeditious means of uniformly distributing the specified concentrations(s) of agent throughout the cabin within the maximum allotted time. In order to prevent the direct impingement of a jet of agent directly upon a passenger, it may be desirable to have the agent discharge against the ceiling or a baffle. Discharge into the hatrack area in order to eliminate initial contact with passengers may be undesirable since any lightweight objects (newspapers, magazines, etc.) may be blown about the cabin, causing the passengers to experience apprehension, which is accompanied by a release of adrenalin within their body system. Since exposure of humans to Halon 1301 when their body systems have high circulating levels of adrenalin produces irregular heart action, it is important to design a discharge system which does not produce passenger apprehension. In order to achieve this end, it may be necessary to discharge agent for the maximum allotted time of 10 seconds, although a shorter discharge time is desirable. The agent storage bottle should have sufficient capacity to provide an agent quantity sufficient to produce an average concentration of at least 7 percent by volume within the protected space. The module should,

fuselage having a constant cross section is shown in Figure 1. This drawing is included to enable the bidder to design a module which is compatible with the DC-7 cross section, and also to be used as a basis for arriving at the optimum module attitude (in terms of having the least physical and psychological effects upon passengers during discharge of agent). Ideally, in the final design of a cabin fire suppression system, it would be desirable, for aesthetic considerations, to attach the modules to the fuselage structure (formers) above the false ceiling, with only the discharge "spreader" and detector being visible at the ceiling. However, the space between the false ceiling and the fuselage skin of the DC-7, a maximum vertical distance of 5 inches along the symmetry plane, will probably not accommodate a practical sized module. Thus, the modules will be mounted within the cabin area and not above the false ceiling.

The cabin space to be protected extends from the forward slope bulkhead to the aft pressure bulkhead (Figure 2). A significant length of the fuselage - stations 218 to 780 - has a constant cross section, which was carefully calculated to be 60.6 sq. ft. Using this area and the length of fuselage to be protected, i.e., neglecting the slight decrease in cross-sectional area forward of station 218 and aft of station 780, the volume of the cabin was calculated to be 4,360 cu ft. The air space of the cabin was calculated by subtracting the volume of the following items: 29 double seats in main passenger cabin; four double seats in "B" compartment; aft lounge seating area; galley; toilet, sink and disposal racks in both lavatories; and various modifications to the ceiling area which were made to accommodate water tanks, electrical wiring, etc. Based on this calculation procedure, the volume of cabin air space to be protected is 4,000 cu ft.

The aforementioned description of the DC-7 cabin should be sufficient design criteria for the fire suppression system. Since the lavatory has been the source of on-ground fires gutting the interior of several aircraft, e.g., a TWA 707 at San Francisco in 1961 and a UAL 720 at Philadelphia in 1969, both lavatories of the DC-7 have been included for protection by the fire suppression systems. To guard against the spread of in-flight lavatory fires, it is probably necessary to have a module in each lavatory. However, individual lavatory protection is not desired for the proposed fire suppression system. The lavatories of the DC-7 cabin will be protected by leaving their doors open, which would be a reasonable practice for the protection of an unattended aircraft.

III. Quality Assurance:

Quality assurance shall be in accordance with good commercial equipment practices. All quality control records shall be available for review by the Federal Aviation Administration Representatives.

REQUIREMENT FOR DESCRIPTIVE LITERATURE:

1. Descriptive literature as specified in this Invitation for Bids must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnished must be identified to show the item in the bid to which it pertains. The descriptive literature is required to establish, for the purposes of bid evaluation and award, details of the products the bidder proposes to furnish as to compliance with the specifications set forth in this Invitation.
2. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this Invitation for Bids will require rejection of the bid. Failure to furnish the descriptive literature by the time specified in the Invitation for Bids will require rejection of the bid, except that if the material is transmitted by mail and is received late, it may be considered under the provisions for considering late bids, as set forth elsewhere in this Invitation for Bids.

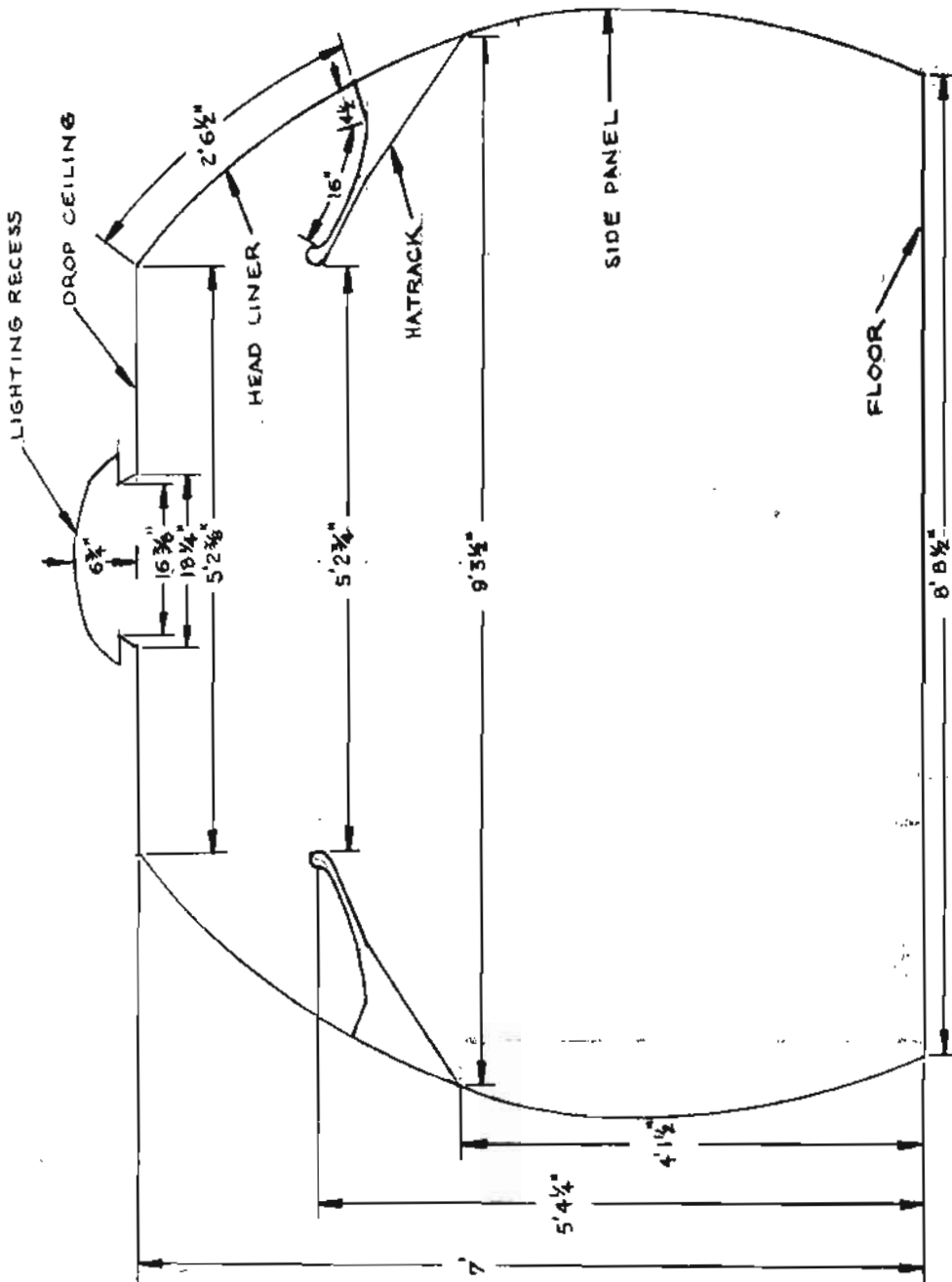


FIGURE 1. CABIN GEOMETRY ALONG LENGTH OF DC-7 FUSELAGE HAVING A CONSTANT CROSS SECTION

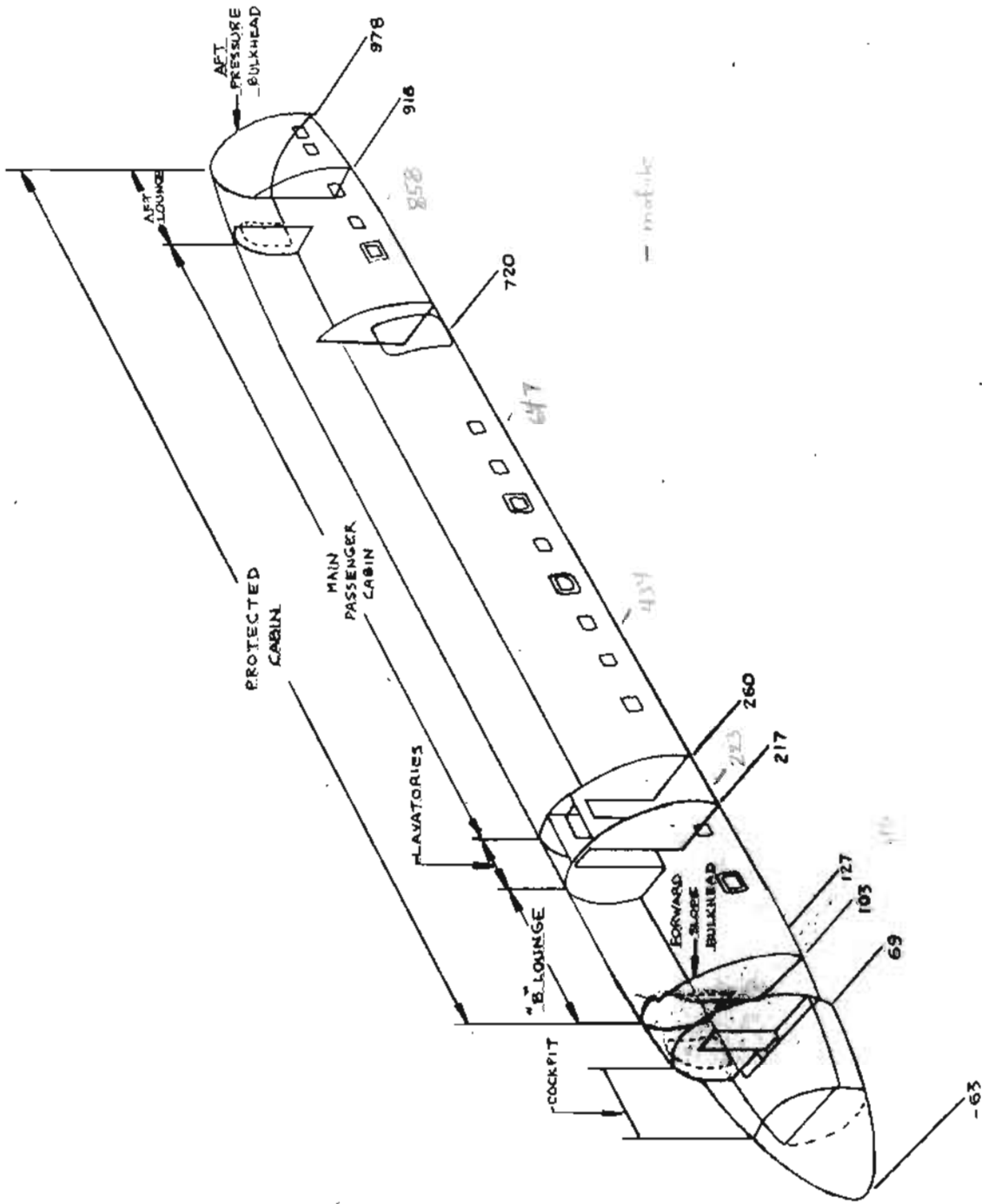


FIGURE 2. AREA OF DC-7 FUSELAGE TO BE PROTECTED WITH FIRE SUPPRESSION SYSTEM

TIME OF DELIVERY

(Schedule to be Completed by Bidder Below)

Attention is directed to paragraph 10(d) of Solicitation Instructions and Conditions, 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 required 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 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.

Delivery is desired by the Government in accordance with the following schedule:

ITEM NO.	QUANTITY	TIME (Within the number of days stated below after date of contract)
1	1 EACH	90 DAYS

If the bidder is unable to meet the above delivery schedule, he may, without, prejudice to the evaluation of his bid, set forth his Proposed Delivery Schedule below; but such delivery schedule must not extend the delivery period beyond the time for delivery called for in the following required delivery schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	TIME (Within the number of days stated below after date of contract)
1	1 EACH	120 DAYS

Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and will be rejected.

If the bidder does not propose a different delivery schedule, the Government's desired delivery schedule shall apply.

BIDDER'S PROPOSED DELIVERY SCHEDULE

(To Be Completed by Bidder)

ITEM NO.	QUANTITY	TIME (Within the number of days stated below after date of contract)

INSPECTION: Unless otherwise stated herein, Inspection and Acceptance shall be made at destination by an authorized representative of the Federal Aviation Agency.

F. O. B. DESTINATION: The supplies furnished hereunder shall be delivered F. O. B. destination, Building 26, National Aviation Facilities Experimental Center, Tilton Road, Pomona, New Jersey. (Mailing Address is Atlantic City, New Jersey 08405.)

SHIP TO: Receiving Officer, Building No. 26
National Aviation Facilities Experimental Center
Tilton Road
Pomona, New Jersey

MARK FOR: Contract No. : _____
Attention : _____
Project Manager

NOTICE OF SHIPMENT BY THE CONTRACTOR: At the time of delivery of any shipment of supplies to a carrier for transportation, the Contractor shall give prepaid notice of shipment, referencing applicable contract number, to:

Receiving Officer, Building No. 26
National Aviation Facilities Experimental Center
Atlantic City, New Jersey 08405

GENERAL PROVISIONS: The General Provisions applicable hereto consist of General Provisions, Standard Form 32, November 1969 Edition.

Paragraph 6, page 2, of SF-33 is revised to change, wherever they occur, E.O. 10925 of March 6, 1961, to E.O. 11246 of Sept. 24, 1965, and President's Committee on Equal Employment Opportunity to Secretary of Labor.

ADDITIONAL GENERAL PROVISIONS - SUPPLY CONTRACTS - (Supplementing SF-32):
NAFEC - FAA P-7 - (Rev. 7/1/70)

BIDDER IS REQUESTED TO PROVIDE THE FOLLOWING INFORMATION:

Principal Place of Performance:

- (a) The bidder or offeror shall indicate in the spaces below 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:

City _____ County _____ State _____

- (b) 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. If the bidder or offeror is a regular dealer and the supplies will be shipped from a subcontractor's location, the city, county, and state of the subcontractor shall be filled in.

- (c) As of the date set for the opening of bids, is your county listed by the U.S. Department of Labor as:

Labor Surplus Area? _____
(Yes or No)

WAR ON POVERTY. In support of the Nation's war on poverty, your firm may be interested in the availability of qualified employees through the Job Corps Placement Program and the Neighborhood Youth Corps. Active participation in these programs will be of assistance in the war on poverty. If you are interested and desire details, please write to the Placement Division, Job Corps, Office of Economic Opportunity, Washington, D. C. 20506, or to "JOBS", Neighborhood Youth Corps, U. S. Department of Labor, Washington, D. C., 20036. THIS IS NOT A CONTRACT REQUIREMENT.

PRE-AWARD EQUAL OPPORTUNITY ACTION. Prior to award of this contract, the apparent low responsible bidder/offeror shall, if requested by the Contracting Officer or his authorized representative furnish to the Contracting Officer a written plan or program acceptable to the Contracting Officer for complying with the clause titled "Equal Opportunity", including particularly a plan or program for taking affirmative action in accordance with the clause. Prior to award of the contract, the Contracting Officer may cause a compliance review to be made of the apparent low responsible bidder/offeror to ascertain his ability to comply with the clause titled "Equal Opportunity".

PRICE CERTIFICATION.

(a) By submission of this bid (offer) bidder (offeror) certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11615, August 15, 1971, for the duration thereof and further certifies that the prices bid (offered) herein conform to the requirements of Executive Order 11615 or shall be reduced accordingly at the time of any billings that are made during the effective period of the Executive Order.

(b) Prior to the payment of invoices under this contract, the Contractor shall place on, or attach to, each invoice submitted the following certification:

"I hereby certify that amounts invoiced herein do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with Executive Order 11615, August 15, 1971".

(c) The Contractor agrees to insert the substance of this clause including this paragraph (c), in all subcontracts for supplies or services issued under this contract.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and 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, creed, color, 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, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, 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.