

Cover Page

Contract NAS1-19470

The following information in this contract is considered exempt from disclosure (under Exemption 4) and has been deleted.

Section H.2(c) p. 6, names of key personnel

Section H.5, p. 9, rate per hour and rate per ODC dollar

Exhibit F, pp. 71-90, Safety and Health Plan

Exhibit G, p. 94, D., E and F.; p. 95, A.-I.; p. 96, J.-P. and 4.A and B.;
p. 97, 3. and 7.A.and B.; p. 98, C.-F.: and names, titles, and
dates under the subcontracting plan

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE OF PAGES 1 98		
2. CONTRACT (Proc. Inst. Ident.) NO. NAS1-19470		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1-35-5100.3211			
5. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225		CODE	6. ADMINISTERED BY (If other than Item 5) Delegation Being Made Via NASA Form 1430 Criticality Designator C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
9. DISCOUNT FOR PROMPT PAYMENT NONE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM G.2				
11. SHIP TO/MARK FOR See F.4.		12. PAYMENT WILL BE MADE BY Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23665-5225				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c))		14. ACCOUNTING AND APPROPRIATION DATA See Section I Clause 52.232-18, Availability of Funds				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	Environmental Health and Protective Support Services			Est. Cost	Fee	Total
	Base			\$1,257,900	\$ 80,000	\$1,337,900
	First Option Period			\$1,298,100	\$ 82,560	\$1,380,660
	Second Option Period			\$1,347,970	\$ 85,730	\$1,433,700
	Third Option Period			\$1,399,600	\$ 89,000	\$1,488,600
	Fourth Option Period			\$1,452,300	\$ 92,370	\$1,544,670
	6 - 1 mo. Options			\$ 349,650	\$ 18,170	\$ 367,820
	Other Options (L.O.E. & ODC)			\$3,387,700	\$148,300	\$3,536,000
15G. TOTAL AMOUNT OF CONTRACT ▶ \$11,089,350						
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	D		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER WILLIAM R. KIVETT			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)			

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCOPE OF WORK (LARC 52.212-90) (JUN 1988)

The Contractor shall, except as otherwise specified herein, furnish all personnel, facilities, services, equipment, supplies, and materials necessary for performance of Environmental Health and Protective Support Services as broadly described in Section C, Description/Specifications/Work Statement.

B.2 LEVEL-OF-EFFORT

A. In performing effort under this contract, the Contractor is obligated to provide up to 19,950 direct productive labor hours, exclusive of subcontracting and consultants, as defined in paragraph C. below.

B. Government authorized work under this contract will require a cumulative minimum of 14,962 direct productive labor hours.

C. Direct productive labor hours are defined as those hours expended by personnel in the performance of the effort set forth in the Statement of Work. Direct productive labor hours do not include leave hours for vacation, holidays, sickness, etc.

D. The fee set forth in B.3. is based upon furnishing the level-of-effort specified in paragraph A. If the Contractor provides less than the specified level-of-effort in paragraph A. and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may make a downward adjustment to the contract fee which will equate to the unused direct labor hours divided by the level-of-effort in paragraph A. At the Contracting Officer's discretion, the adjustment may take into consideration efficiencies in the Contractor's performance, including productivity improvements, if any, which contributed to the lesser number of direct labor hours being provided.

B.3 ESTIMATED COST AND FIXED FEE

A. The estimated cost of this contract is \$1,257,900, exclusive of the fixed fee of \$80,000. The total of estimated cost and fixed fee is \$1,337,900.

B. Other Direct Cost (ODC) Limitation - The estimated cost set forth above includes \$750,000 for ODC's for laboratory support and hazardous waste disposal. This support shall be provided by subcontracted effort and/or interdivisional transfer. The ODC limitation will also include training costs.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENTC.1 STATEMENT OF WORK--ALTERNATE I (LARC 52.215-90)
(JUN 1988)

The Contractor shall perform the effort specified in Exhibit A, Statement of Work entitled "Environmental Health and Protective Support Services."

SECTION E - INSPECTION AND ACCEPTANCEE.1 INSPECTION OF SERVICES - COST-REIMBURSEMENT
(FAR 52.246-5) (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCEF.1 STOP-WORK ORDER (FAR 52.212-13) (AUG 1989)
ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of

the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

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

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

F.2 PERIOD OF PERFORMANCE (NASA 18-52.212-74) (DEC 1988)

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

F.3 PRINCIPAL PLACES OF PERFORMANCE

The places of performance shall be the Contractor's facility and NASA, Langley Research Center, Hampton, Virginia.

F.4 REPORTS AND DOCUMENTATION DELIVERY (LARC 52.212-99) (JUN 1988)

The Contractor shall provide to the Government all reports and items of documentation as required by Section I, Contract Clauses and Exhibit B, Contract Documentation Requirements.

F.5 DELIVERY REQUIREMENTS

Delivery of all items hereunder shall be f.o.b. Langley Research Center.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENTS--LEVEL-OF-EFFORT (LARC 52.232-106) (NOV 1989)

Payments of cost and fixed fee will be made in monthly installments. No installment of fixed fee shall exceed the proportion of the total fixed fee determined by dividing the total direct labor hours (B.2, Level-of-Effort, paragraph A.) into the number of direct labor hours expended during the period. Notwithstanding, any payments shall be subject to the withholding provisions of the clause of this contract entitled "Fixed Fee."

G.2 SUBMISSION OF INVOICES (LARC 52.232-94) (NOV 1989)

Proper invoices, as determined under the Section I clause entitled "Prompt Payment," shall be addressed to the designated payment office shown in Block 12.

on page 1 of this contract. Cost and fee invoices shall be submitted separately. Cost invoices, shall be submitted through the delegated Government Audit Agency, which shall be the designated billing office. Fixed fee invoices shall be submitted through the delegated Administrative Contracting Officer with a copy to the delegated Audit Agency.

G.3 CONTRACT CLOSEOUT (LARC 52.242-90) (JUN 1988)

A. Reassignment--After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 126, who may be reached by telephone at (804) 864-2462.

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

C. Completion Voucher Submittal--Notwithstanding the provisions of the Allowable Cost and Payment clause, as soon as practicable after settlement of the Contractor's indirect cost rates applicable to performance of the contract, the Contractor shall submit a Completion Voucher as required by the aforesaid clause. The Completion Voucher shall be supported by a cumulative claim and reconciliation statement and executed NASA Forms 778, Contractor's Release, and 780, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts. Unless directed otherwise by the Contracting Officer for Contract Closeout, the Contractor shall forward the said Completion Voucher directly to the cognizant Government Agency to which audit functions under the contract have been delegated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$*_____ and covers the following period of performance:

(b) An additional amount of \$*_____ is obligated under this contract for payment of fee.

*See Section I Clause 52.232-18, Availability of Funds

H.2 KEY PERSONNEL AND FACILITIES (NASA 18-52.235-71)
(MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the Contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the Contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Deleted 14 CFR 1206.300 (b) (4)

H.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage
Secretary (Typing)	\$8.13
Lead, Hazardous Materials Handler	\$9.91
Hazardous Materials Handler	\$8.65

FRINGE BENEFITS

- Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.
- Sick Leave - Receives 13 days paid leave per year.
- Holidays - Receives 10 paid holidays per year.
- Health Insurance - Government pays up to 60% of health insurance.

Group Life Insurance - Government pays two-thirds of life insurance rate premiums.

Retirement - The Government provides two retirement plans identified as the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS). Under the CSRS the Government contributes 7% of the employees' base pay towards retirement. Under the FERS the Government contributes 13% of the employees' base pay towards a basic benefit plan, and up to 5% to a thrift savings plan. Furthermore, under FERS employees are covered by FICA.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

H.4 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES

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

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

(b) General- and special-purpose equipment, including office furniture.

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

(2) If the Contractor acquires property as a direct cost under this contract, this property also shall become accountable to the Government upon its entry into the NASA Equipment Management System (NEMS) in accordance with the property-reporting requirements of this contract.

(3) The Contractor shall not bring on-site for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

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

(e) Safety and fire protection for Contractor personnel and facilities.

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

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

- (h) Building maintenance for facilities occupied by Contractor personnel.
- (i) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (j) Repair and calibration services for Installation-provided Government property.
- (k) Government material cards issued to permit authorized Contractor personnel to draw from the LARC Store issue supplies, (e.g., office supplies) provided such withdrawals are approved by the COTR.
- (l) On-Center mail delivery.

H.5 OPTIONS

A. Priced Options/Extended Term

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

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.2)	12 months	12 months	12 months	12 months
Level of Effort (Ref. B.2)	19,950 hours	19,950 hours	19,950 hours	19,950 hours
ODC Limitation (Ref. B.3)	\$ 780,000	\$ 811,000	\$ 844,000	\$ 877,000
SB Goals	\$ 63,219	\$ 65,731	\$ 68,404	\$ 71,078
SDB Goals	\$ 3,951	\$ 4,108	\$ 4,275	\$ 4,442
Estimated Cost (Ref. B.3)	\$1,298,100	\$1,347,970	\$1,399,600	\$1,452,300
Fixed Fee (Ref. B.3)	\$ 82,560	\$ 85,730	\$ 89,000	\$ 92,370

B. Priced Option - Additional Level Of Effort and Other Direct Cost (ODC)

1. The Contractor hereby grants to the Government options to increase the contract level of effort, and other direct costs by the amounts specified

below for each period. The Government's options may be exercised once or multiple times in minimum increments of 1,000 hours of effort and \$100,000 for ODC. Such options are to be exercisable by issuance of a unilateral modification. The Government shall give the Contractor thirty (30) days preliminary written notice(s) for the exercise of any increment(s) of this option. Preliminary notice shall not commit the Government to exercise the option.

	<u>Level of Effort</u> (Ref. B.2)	<u>ODC Lim.</u> (Ref. B.3)
Initial Contract Period	6,000 hours	\$500,000
First Option Period	6,000 hours	\$500,000
Second Option Period	6,000 hours	\$500,000
Third Option Period	6,000 hours	\$500,000
Fourth Option Period	6,000 hours	\$500,000

2. When any increment of the above option is exercised, the contract cost and fee set forth in B.3, Estimated Cost and Fee, and the dollar goals set forth in Exhibit G, Subcontracting Plan, will be increased using the appropriate rates set forth below for the period in which the option is exercised:

	<u>Rate Per Hour</u>	<u>Rate Per ODC Dollar</u>	<u>Subcontracting Goals</u>	
	<u>Fee</u>	<u>Fee</u>	<u>Total Planned Subcontracting Per ODC Dollar</u>	<u>SB Goals</u> <u>SDB Goals</u>
Initial Contract Period			\$0.503	\$0.0805 \$0.005
First Option Period			\$0.503	\$0.0805 \$0.005
Second Option Period			\$0.503	\$0.0805 \$0.005
Third Option Period			\$0.503	\$0.0805 \$0.005
Fourth Option Period			\$0.503	\$0.0805 \$0.005

Deleted 14 CFR 1206.300 (b) (4)

C. Priced Options For Extended Services

Pursuant to FAR 37.111 and to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for six (6) additional one (1) month periods. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

<u>Item</u>	<u>Fifth Option Period</u>	<u>Sixth Option Period</u>	<u>Seventh Option Period</u>	<u>Eighth Option Period</u>	<u>Ninth Option Period</u>	<u>Tenth Option Period</u>
Period of Performance (Ref. F-2.)	1 month	1 month	1 month	1 month	1 month	1 month
Level of Effort (Ref. B-2.)	1,662 hours	1,662 hours	1,662 hours	1,662 hours	1,662 hours	1,662 hours
ODC Limitation (Ref. B.3)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
SB Goals	\$ 1,274	\$ 1,274	\$ 1,274	\$ 1,274	\$ 1,274	\$ 1,274
SDB Goals	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80
Estimated Cost (Ref. B-3.)	\$57,930	\$59,060	\$59,880	\$56,450	\$57,600	\$58,730
Fixed Fee (Ref. B-3.)	\$ 3,010	\$ 3,070	\$ 3,110	\$ 2,930	\$ 3,000	\$ 3,050

H.6 EMPLOYEE'S SECURITY CLEARANCE

By virtue of their particular work assignment, all Contractor employees may be required to have a security clearance granted in accordance with DOD 5220.22M, the Department of Defense Industrial Security Manual for Safeguarding Classified Information (ISM). CONFIDENTIAL security clearances shall be issued by the Contractor's Security Officer. SECRET or higher clearances shall be issued by the Department of Defense (DOD). Within ten (10) working days after an employee is identified by the Government and/or the Contractor as requiring a SECRET or higher clearance, the Contractor shall submit to the Contracting Officer evidence of the submittal of a request for clearance to DOD for such employee. If the clearance for an employee has not been issued by DOD within 120 calendar days of the submittal of the request for clearance to DOD, the Contractor may be required to remove such employee from the contract.

H.7 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES--ALTERNATE (LARC 52.212-104) (JUN 1988)

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

regulations as prescribed by the authorities at Langley Research Center or other installation.

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

H.8 INCORPORATION OF SECTION K OF THE PROPOSAL BY
REFERENCE (LARC 52.215-107) (MAR 1989)

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated May 10, 1991, is hereby incorporated herein by reference.

H.9 SUBCONTRACTING PLAN (LARC 52.219-91) (JUN 1988)

The approved Contractor plan for subcontracting with small business and small disadvantaged business concerns is attached hereto as Exhibit G and is hereby made a part of this contract.

H.10 EVIDENCE OF INSURANCE (LARC 52.228-93) (MAR 1989)

The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 18-52.228-75 in Section I entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. In the event the Government exercises its options to extend the term of the contract, the Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under the extension.

H.11 ADMINISTRATION OF CONTRACT FUNDING (LARC 52.232-100)
(MAR 1989)

A. The Contractor agrees that all future incremental funding shall be accomplished by Administrative Change Modification and that the funding procedure shall in no way change the Contractor's notification obligations as set forth in the "Limitation of Funds" clause.

B. In addition to the requirements of the "Limitation of Funds," clause, the Contractor shall notify the Contracting Officer in writing if at any time the Contractor has reason to believe that the total cost to the Government, exclusive of any fee, for the complete performance of this contract will be greater or substantially less than the then total estimated cost of the contract. Such notification shall give a revised estimate of the total cost for the performance of this contract.

H.12 WAGE DETERMINATIONS AND FRINGE BENEFITS
(LARC 52.237-90) (NOV 1990)--ALTERNATE I (NOV 1990)

The following Registers of Wage Determinations and Fringe Benefits list the wage rate and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit D for a copy of these Wage Determinations.

<u>Number</u>	<u>Revision</u>	<u>Effective Date</u>
78-1030	20	August 30, 1991
87-0209	7	October 16, 1990

These determinations constitute the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965, As Amended."

H.13 SAFETY AND HEALTH PLAN

The approved Contractor Safety and Health Plan is attached hereto as Exhibit F and is hereby made a part of this contract.

H.14 STATE AND LOCAL SALES TAXES - VIRGINIA (LaRC 52.229-92)
(MARCH 1991)

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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

I.2 The following contract clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (APR 1984)
52.203-1	Officials Not to Benefit (APR 1984)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (OCT 1988)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.203-13	Procurement Integrity--Service Contracting (SEP 1990)
52.204-2	Security Requirements (APR 1984)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1991)
52.210-5	New Material (APR 1984)
52.212-8	Defense Priority and Allocation Requirements (MAY 1986)
52.215-1	Examination of Records by Comptroller General (APR 1984)
52.215-2	Audit - Negotiation (DEC 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (JAN 1991)
52.215-27	Termination of Defined Benefit Pension Plans (SEP 1989)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (JUL 1991)
52.216-7	Allowable Cost and Payment (JUL 1991)
52.216-8	Fixed Fee (APR 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (AUG 1989)
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-4	Labor Surplus Area Subcontracting Program (APR 1984)
52.222-1	Notice to the Government of Labor Disputes (APR 1984)
52.222-3	Convict Labor (APR 1984)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (MAR 1986)
52.222-26	Equal Opportunity (APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1989)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.223-2	Clean Air and Water (APR 1984)

52.225-3 Buy American Act - Supplies (JAN 1989)
 52.225-13 Restrictions on Contracting with Sanctioned Persons (APR 1991)
 52.227-1 Authorization and Consent (APR 1984)
 52.227-2 Notice and Assistance Regarding Patent and Copyright
 Infringement (APR 1984)
 52.227-3 Patent Indemnity (APR 1984)
 52.227-14 Rights in Data - General (JUN 1987) -- as modified by NASA
 FAR Supplement 18-52.227-14
 52.228-7 Insurance - Liability to Third Persons (APR 1984)
 52.230-3 Cost Accounting Standards (SEP 1987)
 52.230-4 Administration of Cost Accounting Standards (SEP 1987)
 52.232-9 Limitation on Withholding of Payments (APR 1984)
 52.232-17 Interest (JAN 1991)
 52.232-18 Availability of Funds (APR 1984)
 52.232-22 Limitation of Funds (APR 1984)--as modified by NASA FAR
 Supplement 18-32.705-2
 52.232-23 Assignment of Claims (JAN 1986)
 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as
 modified by NASA FAR Supplement 18-32.908
 52.233-1 Disputes (APR 1984) Alternate I (APR 1984)
 52.233-3 Protest After Award (AUG 1989) Alternate I (JUN 1985)
 52.237-2 Protection of Government Buildings, Equipment and Vegetation
 (APR 1984)
 52.237-3 Continuity of Services (JAN 1991)
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
 52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alternate II
 (APR 1984)
 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts)
 (JUL 1985) Alternate I (APR 1985)
 52.244-5 Competition in Subcontracting (APR 1984)
 52.245-1 Property Records (APR 1984)
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material,
 or Labor-Hour Contracts) (JAN 1986)
 52.246-25 Limitation of Liability - Services (APR 1984)
 52.248-1 Value Engineering (MAR 1989)
 52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
 52.249-14 Excusable Delays (APR 1984)

NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
18-52.204-70	Report on NASA Subcontracts (DEC 1988)
18-52.204-71	NASA Contractor Financial Management Reporting (DEC 1988)
18-52.208-81	Printing and Duplicating (JUN 1991)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.223-70	Safety and Health (DEC 1988)
18-52.223-72	Potentially Hazardous Items (DEC 1988)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-70	Technical Direction (MAR 1989)

18-52.242-72	Observance of Legal Holidays (SEP 1989) Alternate I (SEP 1989)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989)
18-52.252-70	Compliance with NASA FAR Supplement (MAR 1989)

I.3 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.203-9	Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985) (Deviation)
52.215-26	Integrity of Unit Prices (APR 1991)
52.217-9	Option to Extend the Term of the Contract (MAR 1989)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.223-3	Hazardous Material Identification and Material Safety Data (DEC 1989)
52.223-6	Drug-Free Workplace (JUL 1990)
52.232-25	Prompt Payment (APR 1989)
52.252-6	Authorized Deviations in Clauses (APR 1984)
18-52.204-75	Security Classification Requirements (SEP 1989)

I.4 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the contracting officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, _____, [Name of certifier]

am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement

(contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____

[Name of Offeror]

who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXIST) _____

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to suspension of Section 27 (i.e., prior to December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that Section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the

date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

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

(a) Definitions.

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

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

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

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

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

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

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

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

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

(iii) Disclosure.

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

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

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

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

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

(v) Penalties.

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

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

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

I.6 SUBCONTRACTOR COST OR PRICING DATA (FAR 52.215-24) (APR 1985) (DEVIATION)

The \$500,000 threshold shall revert to \$100,000 after December 31, 1995, or to any other level set by law on or before December 31, 1995. Therefore, all subcontracts awarded after December 31, 1995, or all changes or modifications made after December 31, 1995, shall be subject to the \$100,000 threshold, or to any other level set by law on or before December 31, 1995.

(a) Before awarding any subcontract expected to exceed \$500,000 when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$500,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is -

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

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

(c) In each subcontract that exceeds \$500,000 when entered into, the Contractor shall insert either -

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

I.7 INTEGRITY OF UNIT PRICES (FAR 52.215-26) (APR 1991)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The requirement in paragraph (a) of this clause does not apply to any contract or subcontract item of supply for which the unit price is, or is based on, an established catalog or market price for a commercial item sold in substantial quantities to the general public. A price is based on a catalog or market price only if the item being purchased is sufficiently similar to the catalog or market price commercial item to ensure that any difference in price can be identified and justified without resort to cost analysis.

(c) The Offeror/Contractor shall also identify those supplies which it will not manufacture or to which it will not contribute significant value when requested by the Contracting Officer. The information shall not be required for commercial

items sold in substantial quantities to the general public when the price is, or is based on, established catalog or market prices.

(d) The Contractor shall insert the substance of this clause, less paragraph (c), in all subcontracts.

I.8 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 1/2 years.

I.9 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.10 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (DEC 1989)

(a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material 5 days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this

contract which will involve exposure to hazardous materials or items containing these materials.

(b) "Hazardous material," as used in this clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(d) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(e) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (e)(1) above, in precedence over any other clause of this contract providing for rights in data.

(3) That the Government is not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies -

"This is furnished under United States Government Contract No. NAS1-19470 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of the Contracting Officer. This legend shall be marked on any reproduction of this data."

(5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Government without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data.

(f) The Contractor shall insert this clause, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

I.11 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall - within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

I.12 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

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

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

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

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

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

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C.

499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

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

If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils.

Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

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

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

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

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C.

611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority.

This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance.

The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

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

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

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

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor -

- (i) Is owed an interest penalty;
- (ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

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

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

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

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

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

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA/FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.14 SECURITY CLASSIFICATION REQUIREMENTS (NASA 18-52.204-75)
(SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Exhibit C.

STATEMENT OF WORK

ENVIRONMENTAL HEALTH AND PROTECTIVE
SUPPORT SERVICES

NAS1-19470
EXHIBIT A

SEPTEMBER 9, 1991

NASA — **LANGLEY RESEARCH CENTER** —

HAMPTON, VA

236 65-5225

1.0 INTRODUCTION

The Contractor shall provide the personnel, management and supervision to conduct a comprehensive program of environmental health and protective support services for Langley Research Center. The primary objectives of the environmental program are the protection of the environment and the conservation of health, ensuring a work environment conducive to maximum productivity through the control of environmental factors which may cause accidents, illness, discomfort, and fatigue. Performance of the work under this contract is subject to the technical direction of the Contracting Officer's Technical Representative (COTR).

2.0 ENVIRONMENTAL CONTRACTOR TASKS

The Contractor shall perform environmental health services including the periodic monitoring and surveillance of all Langley Research Center facilities and work areas to identify and control health hazards. It includes all laboratory testing and hazardous waste management activities supporting a comprehensive environmental protection effort.

2.1 Industrial Hygiene - The Contractor shall identify, evaluate, and recommend controls for work place health hazards arising from the use of toxic chemicals, high noise sources, oxygen deficient atmospheres, temperature extremes, hazardous materials or other work environments which may present hazards to employees. Support shall be provided to the Langley Research Center Potentially Hazardous Material Committee as required by the Langley Research Center Safety Manual (LHB 1710.12).

2.2 Health Physics - The Contractor shall identify, evaluate, and recommend controls for work place health hazards arising from the use of radioactive materials, ionizing radiation such as produced by X-ray machines and accelerators, and sources of nonionizing radiation such as lasers and inclusive of those sources emitting at infrared, ultraviolet and visible wavelengths. The Contractor shall serve as the Center's Radiation Safety Officer and shall provide support to the Langley Research Center Ionizing Radiation Committee and Langley Research Center Nonionizing Radiation Committee as required by the Langley Research Center Safety Manual (LHB 1710.5 and 1710.8).

2.3 Environmental Sanitation - The Contractor shall provide consultative services for environmental hazards or conditions arising from Langley Research Center operations and shall specifically include surveillance of pesticide use and the storage and disposal of hazardous materials.

2.4 Hazardous Waste Management - The Contractor shall provide hazardous waste transportation and disposal service. Transportation and disposal services shall be in compliance with all applicable Department of Transportation, Environmental Protection Agency (EPA), State, City and Langley Research Center Handbooks (LHB 1710.12, "Langley Research Center Safety Manual;" LHB 1710.5, "Ionizing Radiation;" LHB 1710.8, "Nonionizing Radiation;" LHB 2710.1, "Langley Research Center Noise Control and Hearing Conservation Program;" and LHB 1740.2, "Facility Safety Requirements"). Hazardous wastes may typically consist of solids, liquids, and compressed gases and may include but not be limited to toxic

corrosive, reactive, flammable, radioactive materials, asbestos and polychlorinated biphenyls (PCB's).

The Contractor shall also be responsible for the inventory, preliminary labeling, and storage of all hazardous wastes prior to the pick-up for transportation and disposal of hazardous wastes. This includes management of the hazardous waste holding facility.

2.5 Laboratory Analyses - The Contractor shall assess the magnitude of hazards or potential hazards by direct measurement of the physical, chemical, or biological agents involved. The Contractor shall perform required laboratory analyses in support of Langley Research Center Environmental and Safety and Occupational Health activities. Laboratory analysis task areas shall include:

2.5.1 Environmental Activities - Collection, analysis and identification of pollutants in water samples collected at Langley Research Center. Identification shall include determination of type and quantity of pollutants. Provide waste water surveillance of storm drains at Langley Research Center and monitor cooling tower blowdown and oil separators. Laboratory testing shall also support the hazardous waste management program.

2.5.2 Safety and Occupational Health Activities - Identify sources of air and water contaminants pertaining to the work environment. Determine type and quantity of contaminants from each source. Conduct various analytical tests as required in support of research operations.

Water and air samples shall be collected and analyzed using standard methods and procedures in accordance with requirements of the American Public Health Association (APHA), EPA, and National Institute of Occupational Safety and Health (NIOSH).

2.6 General Procedures - The Contractor shall use the NASA Langley Research Center Safety Manual, applicable Federal Standards, and other nationally recognized standards and guides in the execution of this environmental program. In support of this program, the Contractor shall:

2.6.1 Conduct periodic surveys of work places, operations and sites at which actual or potential hazards to health exist due to the nature and types of activities being conducted, e.g., materials being handled or contacted and the possibility of accidental releases or spills.

2.6.2 Perform in-depth evaluations of identified hazards and prepare specific recommendations for the elimination, prevention or control of these hazards.

2.6.3 Conduct follow-up surveys and investigations to determine status of recommended corrective actions and to verify their effectiveness when implemented.

2.6.4 Serve as the Hearing Conservation Officer for the Langley Research Center Hearing Conservation program per LHB 2710.1.

2.6.5 Perform periodic reviews of Langley Research Center programs for the control of asbestos and PCB materials.

2.6.6 Implement NASA Confined Space and Asbestos Removal Policy through the Confined Space and Asbestos Removal Permit Program in accordance with the Langley Research Center Safety Manual (LHB 1740.2).

2.7 Advisory Services - The Contractor shall advise the Langley Research Center Safety Manager in such matters as:

2.7.1 Providing technical assistance to engineering and planning organizations to incorporate measures and concepts for environmental health compliance in the early design stages of new facility construction or existing facility modification and the installation of new equipment.

2.7.2 Reviewing and critiquing design specifications of new facilities and modifications to existing facilities to ensure consideration of necessary health hazard controls.

2.8 Training Services - The Contractor shall provide training services to Langley Research Center personnel to ensure their awareness of appropriate criteria and procedures governing environmental health under hazardous work environment conditions.

EXHIBIT B

CONTRACT DOCUMENTATION REQUIREMENTSI. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Financial Management Reports--The Contractor shall comply with the Section I clause of this contract entitled "NASA Financial Management Reporting" by monthly submission of NASA Form 533M. The form shall be prepared and submitted in accordance with the instructions set forth on the reverse side of the form and NASA Handbook "Procedures for Contractor Reporting of Correlated Cost and Performance Data" (NHB 9501.2) as further definitized below.

1. Due not later than the tenth (10th) operating day following the close of the Contractor's accounting month being reported.

2. Columns 7.b. and d. shall be completed using the time-phased financial baseline plan approved as part of the Management and Operations Plan.

3. Columns 8.a. and b. shall be completed using estimates (forecasts) for the succeeding two (2) months.

4. Minimum reporting categories:

Labor Hours

Direct Labor Hours
Overtime Labor Hours
Subtotal Direct Labor Hours
Non-Productive Labor Hours
Total Hours

Costs

Labor:
Direct Labor Dollars
Overtime Labor Dollars
Subtotal Direct Labor Dollars
Non-Productive Labor Dollars
Total Labor Costs
Fringe Benefits/Overhead
ODCs Subject to Limitation:
Hazardous Waste Disposal
Laboratory Support
Training
Travel
Other ODCs
Subcontract
Materials and Supplies
Hampton Business Tax
Total ODCs
Subtotal
G&A
Total Cost
Fixed Fee
Cost Plus Fixed Fee (CPFF)

5. Each 533M shall include an attachment sheet detailing by month and by reporting category the planned hours and dollars from the approved financial

baseline plan as compared to the actual and currently forecasted hours and dollars.

6. Each 533M shall include a narrative explanation for variances exceeding ten (10) percent between planned hours and dollars and actual hours and dollars for each reporting category.

B. Quarterly Financial Management Report--The Contractor shall submit a quarterly financial report detailed by categories specified in paragraph A.4. above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form.

C. Management and Operations Plan--Within thirty (30) calendar days after contract effective date, the Contractor shall submit for the Contracting Officer's approval a comprehensive Management and Operations Plan containing, as a minimum, the following:

1. Continuing Personnel Management--Detailed plans for maintaining competent staffing at each organizational level. These plans shall include: your company policies for minimizing turnover and retaining experienced personnel including salary, fringe benefits, leave programs; your recruiting methods and source of personnel for replacement and additional positions; your training and career development programs; methods for accommodating fluctuating workloads and handling personnel absences.

2. Operations Plan--Include detailed plans for: performing the environment health and protection support specified in the Statement of Work; tracking the work as well as supervising and monitoring performance; monitoring and enhancing the quality of work; integrating various work areas into an efficient operation; cost savings and productivity; recognizing, reporting, resolving and following-up on problems, procedures and policies for timekeeping including special leave and inclement weather situations; integrating subcontracted effort (if applicable); purchasing and subcontracting policies and procedures; cost reporting, tracking, forecasting and controlling actual vs. planned costs; tracking and controlling Installation-Provided Government Property.

3. Organization--An organization chart and narrative describing the proposed organization, Contractor/Government/subcontractor interfaces, lines of authority within the organization, and responsibilities and authority of the Key Personnel including a discussion of the proposed autonomy of the contract organization and its relationship with the "home office," if applicable.

4. Financial Baseline Plan--A time-phased financial baseline plan, detailing by month how you plan to incur costs for the period, shall be submitted for the 12-month base period. Financial baseline plans for priced option periods shall be submitted ten (10) days following the effective date of the option period. This plan shall include the periods by the cost categories specified in paragraph A.4. above. The total estimated cost and level of effort reflected in the baseline plans must equal the contract values for the total contract period.

The Management and Operations Plan shall be updated as required during the contract performance by submission of revised pages for approval of the Contracting Officer.

D. Monthly Progress Report--The Contractor shall submit a monthly progress report summarizing work progress, manpower utilization for assigned work orders, and material expenditures. This report shall be submitted within ten (10) days following the end of the reporting period.

E. Quarterly Accident/Injury Report--The Contractor shall submit a Quarterly Accident/Injury Report within ten (10) days after the end of each quarter.

F. Conformable Wage Rate Agreement--Within fifteen (15) days after the effective date of the contract, the Contractor shall submit a report confirming conformable wage rate agreement as this subject is addressed in the Section I clause entitled "Service Contract Act of 1965," for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not listed in Exhibit D.

G. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, and NASA Form 667, Report on NASA Subcontracts, in accordance with the instructions on the reverse of the form.

H. Annual Skill Mix and Wage Report--Within thirty (30) calendar days after the effective date of the contract and annually thereafter, the Contractor shall make available a skill mix and wage report to include company position title and current hourly rate. Follow-up reports shall be made available within thirty (30) calendar days following the end of each contract year to include the above information as well as the hourly labor rate and percentage of labor escalation (if any) from the previous report.

Company job titles different from the Government job titles specified in RFP 1-35-5100.3211 shall be cross referenced (unless new or additional) to the Government titles. Each report shall include an explanation by position for labor escalation which exceeds (to be negotiated) percent from the last report.

II. DOCUMENT DISTRIBUTION REQUIREMENTS--ALTERNATE I (LARC 52.210-96)
(JUN 1988)

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration
Langley Research Center
Attn: _____, Mail Stop _____
Contract NAS1-19470
Hampton, VA 23665-5225

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

A--Contract Specialist, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop 429

C--Cost Accounting, Mail Stop 135

D--Industry Relations Office, Mail Stop 105

E--Program and Resource Division, Mail Stop 104

F--According to instructions on form

C. The following are the distribution requirements for reports and other documentation required with the numeral following the letter code specifying the number of copies to be provided:

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-2, C-2, D-1, E-1
Management and Operations Plan and Revisions	A-1, B-2
Monthly Progress Report	A-1, B-3
Quarterly Accident/Injury Report	A-1, B-1
Conformable Wage Rate Agreement	A-1, B-1, D-1
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1
Summary Subcontractor Report (Standard Form 295)	A-1, F
Annual Skill Mix and Wage Report	A-1

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

EXHIBIT C
CONTRACT SECURITY CLASSIFICATION
SPECIFICATION

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

a. PRIME CONTRACT NUMBER
X NAS1-19470

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

a. ORIGINAL (Complete date in all cases) X Date (YYMMDD) 09-06-91

b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD)

c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE
The Bionetics Corporation
2 Eaton Street
Harbour Centre Building
Hampton, VA 23669

b. CAGE CODE
2H984

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
Defense Investigative Service
2461 Eisenhower Avenue
Alexandria, VA 22331

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE
N/A

b. CAGE CODE
N/A

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A

8. ACTUAL PERFORMANCE

a. LOCATION
Langley Research Center
Hampton, VA 23665-5225

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Provide environmental health and protection support.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
1. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X		
2. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			X
3. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			X
4. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
5. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X
6. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT			X
7. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS			X
8. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
9. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
10. FOR OFFICIAL USE ONLY INFORMATION			X	l. OTHER (Specify)			
11. OTHER (Specify)			X				X

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):

N/A

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that Agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

In the course of this contract, the individuals employed by the contractor will be required, on a regular basis, to have access to classified test models and classified documents concerning environmental research. The highest level of classification for the contract is SECRET and the contract performance is restricted to the Langley Research Center, Hampton, Virginia. Instructions as to the handling and safeguarding of the classified information and material will be provided on a case by case basis and will be in consonance with the appropriate portions of the Industrial Security Manual, (DoD 5220.22M).

4. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) Yes No

5. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) Yes No

5. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

TYPED NAME OF CERTIFYING OFFICIAL: Billy J. Smith
b. TITLE: Security Classification Officer
c. TELEPHONE (Include Area Code): (804) 864-3415


ADDRESS (Include Zip Code): NASA, Langley Research Center, MS 182, Hampton, VA 23665-5225
SIGNATURE: 
17. REQUIRED DISTRIBUTION:
 a. CONTRACTOR
 b. SUBCONTRACTOR
 c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
 e. ADMINISTRATIVE CONTRACTING OFFICER
 f. OTHERS AS NECESSARY

EXHIBIT D

REGISTERS OF WAGE DETERMINATIONS AND FRINGE BENEFITS

78-1030 (Rev. 20) August 30, 1991
87-0209 (Rev. 7) October 16, 1990

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan J. Moss

Alan J. Moss Division of
 Director Wage Determinations

LOCALITY
 State: Virginia
 Area: VA COUNTIES: HAMPTON

Wage Determination No.: 78-1030 (Rev. 20) Date: 08/30/1991

Class of Service Employees

Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

Employed on contracts for Administrative, Clerical, and Technical services at NASA Langley Research Center in the above locality:

- | | |
|-------------------------|----------|
| 1. Accounting Clerk I | \$ 6.31 |
| 2. Accounting Clerk II | \$ 7.91 |
| 3. Accounting Clerk III | \$ 8.24 |
| 4. Accounting Clerk IV | \$ 9.99 |
| 5. File Clerk I | \$ 5.00 |
| 6. File Clerk II | \$ 5.54 |
| 7. File Clerk III | \$ 6.76 |
| 8. Inventory Clerk | \$ 5.23 |
| 9. Messenger | \$ 5.40 |
| 10. Order Clerk I | \$ 6.15 |
| 11. Order Clerk II | \$ 8.06 |
| 12. Payroll Clerk | \$ 7.28 |
| 13. Receptionist | \$ 5.91 |
| 14. Secretary I | \$ 7.25 |
| 15. Secretary II | \$ 8.38 |
| 16. Secretary III | \$ 8.92 |
| 17. Secretary IV | \$ 9.79 |
| 18. Secretary V | \$ 10.23 |
| 19. Stenographer I | \$ 7.34 |
| 20. Stenographer II | \$ 8.23 |

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

Class of Service Employees

- 21. Switchboard Operator \$ 6.11
- 22. Switchboard Operator-
 Receptionist \$ 6.41
- 23. Typist I \$ 6.20
- 24. Typist II \$ 7.41
- 25. Word Processor I \$ 6.21
- 26. Word Processor II \$ 7.70
- 27. Computer Data Librarian \$ 7.18
- 28. Computer Operator I \$ 7.45
- 29. Computer Operator II \$ 8.74
- 30. Computer Operator III \$ 10.45
- 31. Computer Operator IV \$ 12.01
- 32. Computer Programmer I 4/ \$ 10.53
- 33. Computer Programmer II 4/ \$ 13.02
- 34. Computer Programmer III 4/ \$ 15.46
- 35. Computer Systems Analyst I 4/ \$ 14.13
- 36. Computer Systems Analyst II 4/ \$ 15.98
- 37. Computer Systems Analyst III 4/ \$ 18.65
- 38. Key Entry Operator I \$ 6.13
- 39. Key Entry Operator II \$ 7.59
- 40. Peripheral Equipment Operator \$ 6.96
- 41. Aircraft Mechanic \$ 12.61
- 42. Aircraft Worker \$ 11.52

LOCALITY	State: Virginia			
	Area: VA COUNTIES: HAMPTON			
Wage Determination No.: 78-1030 (Rev. 20) Date: 08/30/1991				
Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the *Secretary* of Labor

Alan L. Moss Division of
 Director Wage Determinations

LOCALITY	State: Virginia			
	Area: VA COUNTIES: HAMPTON			
Wage Determination No.: 78-1030 (Rev. 20) Date: 08/30/1991				

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
44. Drafter II	\$ 8.50				
45. Drafter III	\$ 10.36				
46. Drafter IV	\$ 12.99				
47. Drafter V	\$ 15.80				
48. Technician I	\$ 8.00				
49. Technician II	\$ 9.91				
50. Technician III	\$ 11.93				
51. Photo Lab Technician	\$ 7.75				
52. Emergency Medical Technician	\$ 9.71				4/
53. Registered Industrial Nurse	\$ 13.00				4/
54. A/C Sheetmetal Mechanic	\$ 12.61				

Fringe benefits applicable to all classes of service employees
 engaged in contract performance: 1/ 2/ 3/ 4/

1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$1.84 per hour computed on the basis of all hours worked by service employees employed on the contract.

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years of service. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

4/ The term "Service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Labor Standards Act. (See CFR, Part 541).

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract of Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 FR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

PHOTO LAB TECHNICIAN

The photo lab technician must be able to process and evaluate the quality of the exposed rolls of aerial film, annotate the film with required identifying numbers and letters, make and process contact prints from aerial film, and make to scale project photoindexes of the mosaicked strips of aerial photography by use of a copy camera.

Appendix B. Occupational Descriptions

The primary purpose of preparing job descriptions for the Bureau's wage surveys is to assist its field representatives in classifying into appropriate occupations workers who are employed under a variety of payroll titles and different work arrangements from establishment to establishment and from area to area. This permits grouping of occupational wage rates representing comparable job content. Because of this emphasis on comparability of occupational content, the Bureau's job descriptions may differ significantly from those in use in individual establishments or those prepared for other purposes. In applying these job descriptions, the Bureau's field representatives are instructed to exclude working supervisors; apprentices; and part-time, temporary, and probationary workers. Handicapped workers whose earnings are reduced because of their handicap are also excluded. Learners, beginners, and trainees, unless specifically included in the job description, are excluded.

The titles in this appendix are taken from the 1980 edition of the *Standard Occupational Classification Manual (SOC)*, issued by the U.S. Department of Commerce, Office of Federal Statistical Policy and Standards.

In general, the Bureau of Labor Statistics' occupational descriptions are much more specific than those found in the SOC manual. The BLS occupation, "Registered Industrial Nurse," for example, is limited to workers providing medical assistance and other related services (e.g., health education) to persons who are ill or become ill or suffer an injury in a factory or other establishment. The SOC occupation (code 29) includes a variety of registered nurses (e.g., school nurse, head nurse, general duty nurse, private duty nurse) that are excluded from the BLS description.

Thus, in comparing the results of this survey with other sources, factors such as differences in occupational definitions and survey scope should be taken into consideration.

Office

SECRETARY

Provides principal secretarial support in an office, usually to one individual, and, in some cases, also to the subordinate staff of that individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff. Works fairly independently, receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

Exclusions. Not all positions that are titled "secretary" possess the above characteristics. Examples of positions which are excluded from the definition are as follows:

- a. Clerks or secretaries working under the direction of secretaries or administrative assistants as described in e);
- b. Stenographers not fully performing secretarial duties;
- c. Stenographers or secretaries assigned to two or more professional, technical, or managerial persons of equivalent rank.
- d. Assistants or secretaries performing any kind of technical work, e.g., personnel, accounting, or legal

- work:
- e. Administrative assistants or supervisors performing duties which are more difficult or more responsible than the secretarial work described in LR-1 through LR-4.
 - f. Secretaries receiving additional pay primarily for maintaining confidentiality of payroll records or other sensitive information;
 - g. Secretaries performing routine receptionist, typing, and filing duties following detailed instructions and guidelines; these duties are less responsible than those described in LR-1 below;
 - h. Trainees

Classification by level. Secretary jobs which meet the required characteristics are matched at one of five levels according to two factors: (a) Level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched at one of the three LS levels below best describing the organization of the secretary's supervisor.

LS-1 Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.

LS-2 Organizational structures is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc.; supervisor usually directs staff through intermediate supervisors; internal procedures and administrative controls are

formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups which meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor. The presence of subordinate supervisors does not by itself mean LS-2 applies, e.g., a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1. In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3.

LS-3

Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments requiring constant attention to extensive formal coordination, clearances and procedural controls. Executive typically has: Financial decision making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in, such areas as personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship

tween the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties are more than one L/R level, the introductory paragraph at the beginning of each L/R level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

- R-1 Carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Supervisor provides specific instructions on new assignments and checks completed work for accuracy. Performs varied duties including or comparable to the following:
- a. Responds to routine telephone requests which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; may send form letters.
 - b. As instructed, maintains supervisor's calendar, makes appointments, and arranges for meeting rooms.
 - c. Reviews materials prepared for supervisor's approvals for typographical accuracy and proper format.
 - d. Maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, training plans, etc.
 - e. Requisitions supplies, printing, maintenance, or other services. Types, takes and transcribes dictation, and establishes and maintains office files.
- R-2 Handles differing situations, problems, and deviations in the work of the office according to the supervisor's general instructions, priorities, duties,

policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

- a. Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by the supervisor, appropriate staff member, or other offices. May prepare and sign routine, nontechnical correspondence in own or supervisor's name.
 - b. Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings.
 - c. Reviews outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assures that proper clearances have been obtained, when needed.
 - d. Collects information from the files or staff for routine inquiries on office programs) or periodic reports. Refers nonroutine requests to supervisor or staff.
 - e. Explains to subordinate staff supervisor's requirements concerning office procedures. Coordinates personnel and administrative forms for the office and forwards for processing.
- L/R-3 Uses greater judgment and initiative to determine the approach or action to take in nonroutine situations. Interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:
- a. Based on a knowledge of the supervisor's views,

- composes correspondence on own initiative about administrative matters and general office policies for supervisor's approval.
 - b. Anticipates and prepares materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered.
 - c. Reads publications, regulations, and directives and takes action or refers those that are important to the supervisor and staff.
 - d. Prepares special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions.
 - e. Advises secretaries in subordinate offices on new procedures, requests information needed from the subordinate offices for periodic or special conferences, reports, inquiries, etc. Shifts clerical staff to accommodate workload needs.
- LR-4**
- a. Handles a wide variety of situations and conflicts involving the clerical or administrative functions of the office which often cannot be brought to the attention of the executive. The executive sets the overall objectives of the work. Secretary may participate in developing the work deadlines. Duties include or are comparable to the following:
 - Composes correspondence requiring some understanding of technical matters; may sign for executive when technical or policy content has been

- authorized.
 - b. Notes commitments made by executive during meetings and arranges for staff implementation. Own initiative, arranges for staff member to represent organization at conferences and meetings, establishes appointment priorities, or reschedules or refuses appointments or invitations.
 - c. Reads outgoing correspondence for executive's approval and alerts writers to any conflict with the file or departure from policies or executive's viewpoints; gives advice to resolve the problems.
 - d. Summarizes the content of incoming materials, specially gathered information, or meetings to assist executive; coordinates the new information with background office sources, draws attention to important parts or conflicts.
 - e. In the executive's absence, ensures that requests for action or information are relayed to the appropriate staff member; as needed, interprets request and helps implement action; makes sure that information is furnished in a timely manner; decides whether executive should be notified of important or emergency matters.
- Exclude secretaries performing any of the following duties: Acts as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revises or clarifies procedures to eliminate conflict or duplication; identifies and resolves various problems that affect the orderly flow of

work in transactions with parties outside the organization. Prepares agenda for conferences; explains discussion topics to participants; drafts introduction and develops background information and prepares outlines for executive or staff members to use in writing speeches. Advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contacts from high-ranking outside officials (e.g., city or State officials, members of Congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgment and discretion.

Criteria for Matching Secretaries by Level

Level of Secretary's Supervisor	Level of Secretary's Responsibility			
	LR-1	LR-2	LR-3	LR-4
LS-1	I*	II	III	IV
LS-2	I*	III	IV	V
LS-3	I*	IV	V	V

* Regardless of LS Level

STENOGRAPHER

Primary duty is to take dictation using shorthand, and to transcribe the dictation. May also type from written copy. May operate from a stenographic pool. May occasionally transcribe from voice recordings. (If primary duty is transcribing from recordings, see Transcribing-machine typist.)

Excluded from this definition are:

- Trainee positions not requiring a fully qualified stenographer.

- Secretaries providing the principal secretarial support in an office and performing more responsible and discretionary tasks, as described in LR-1 through LR-4 in the secretary definition above.

- Stenographers who take dictation involving the frequent use of a wide variety of technical or specialized vocabulary. Typically this kind of vocabulary cannot be learned in a relatively short period of time, e.g., a month or two.

- Stenographers, such as shorthand reporters, who record material verbatim at hearings, conferences, or similar proceedings.

Stenographer I

Takes and transcribes dictation, receiving specific assignments along with detailed instructions on such requirements as form and presentation. The transcribed material is typically reviewed in rough draft, and the final transcription is reviewed for conformance with the rough draft. May maintain files, keep simple records, or perform other relatively routine clerical tasks.

Stenographer II

Takes and transcribes dictation determining the most appropriate format. Performs stenographic duties requiring significantly greater independence and responsibility than Stenographer I. Supervisor typically provides general instructions. Work requires a thorough working knowledge of general business and office procedures and of the specific

business operations, organizations, policies, procedures, files, workflow, etc. Uses this knowledge in performing stenographic duties and responsible clerical tasks such as maintaining follow-up files; assembling material for reports, memoranda, and letters; composing simple letters from general instructions, reading and routing incoming mail, answering routine questions, etc.

TRANSCRIBING MACHINE TYPIST

Primary duty is to type copy of voice recorded dictation which does not involve varied technical or specialized vocabulary such as that used in legal briefs or reports on scientific research. May also type from written copy. May maintain files, keep simple records, or perform other relatively routine clerical tasks. (See Stenographer definition for workers involved with shorthand dictation.)

TYPYST

Uses a manual, electric, or automatic typewriter to type various materials. Included are automatic typewriters that are used only to record text and update and reproduce previously type items from magnetic cards or tape. May include typing of stencils, mats, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

Excluded from this definition is work that involves:

- a. Typing directly from spoken material that has been recorded on disks, cylinders, belts, tapes, or other similar media.
- b. The use of varitype machines, composing equipment, or automatic equipment in preparing material for printing, and
- c. Familiarity with specialized terminology in various keyboard commands to manipulate or edit the recorded text to accomplish revisions, or to perform tasks such as

extracting and listing items from the text, or transmitting text to other terminals, or using "soft" commands to have the machine reorder material. Typically requires the use of automatic equipment which may be either computer linked or have a programmable memory so that material can be organized in regularly used formats or preformed paragraphs which can then be coded and stored for future use in letters or documents.

Typist I

Performs one or more of the following: Copy typing from rough or clear drafts; or routine typing of forms, insurance policies, etc.; or setting up simple standard tabulations; or copying more complex tables already set up and spaced properly.

Typist II

Performs one or more of the following: Typing material in final form when it involves combining material from several sources; or responsibility for correct spelling, syllabication, punctuation, etc., of technical or unusual words or foreign language material; or planning layout and typing of complicated statistical tables to maintain uniformity and balance in spacing. May type routine form letters, varying details to suit circumstances.

WORD PROCESSOR

Primary duty is to operate word processing equipment to enter, store, retrieve, change, and present text or tabulations. Produces a variety of printed copy such as letters, documents, or reports. May enter regularly used formats or stored paragraphs that are organized and coded for future use. Recorded texts can be changed by rearranging paragraphs, replacing words, shifting lines, etc.

(Word processing equipment typically has a full- or partial-page video display screen (CRT) and a separate printer. The equipment may be integrated with a digital computer, have

telecommunications capabilities, and also have capabilities for adding to or upgrading features. Automatic or electronic typewriters with limited text editing capabilities and often with single line electronic display "windows" are not considered word processing equipment.)

Excluded from this definition are:

- a. Workers whose primary function is to enter a data base for purposes other than composition (see key entry operator);
 - b. Workers who use equipment and data base for purposes such as accounting, inventory control, sales, or original writing and editing;
 - c. Workers responsible for preparation of published reports; including page layout or selection of different type sizes.
- Positions are classified into levels on the basis of the following definitions:

Word Processor I

Performs tasks requiring a knowledge of the word processing equipment and familiarity with the formats and forms used in the establishment. Proficiency in grammar, spelling, and punctuation is also required to produce printed materials accurately. May refer problems to supervisor or higher level processor, or refer to operating manual.

Word Processor II

Work at this level requires considerable classroom or on-the-job training and may involve working directly with task originator rather than through supervisor. In addition to work assignments described for level I, duties include one or more of the following:

- a. Uses the more sophisticated features of the equipment to carry out complex assignments, such as sorting, merging, and organizing text, or maintaining files;

- b. Applies knowledge of specialized terminology or foreign language;
- c. Tests new applications and procedures; or
- d. Trains lower level processors.

FILE CLERK

Files, classifies, and retrieves material in an established filing system. May perform clerical and manual tasks required to maintain files. Positions are classified into levels on the basis of the following definitions:

File Clerk I

Performs routine filing of material that has already been classified or which is easily classified in a simple serial classification system (e.g., alphabetical, chronological, or numerical). As requested, locates readily available material in files and forwards material; may fill out withdrawal change. May perform simple clerical and manual tasks required to maintain and service files.

File Clerk II

Sorts, codes, and files unclassified material by simple (subject matter) headings or partly classified material by finer subheadings. Prepares simple related index and cross-reference aids. As requested, locates clearly identified material in files and forwards material. May perform related clerical tasks required to maintain and service files.

File Clerk III

Classifies and indexes file material such as correspondence, reports, technical documents, etc., in an established filing system containing a number of varied subject matter files. May also file this material. May keep records of various types in conjunction with the files. May lead a small group of lower level file clerks.

MESSENGER

Performs various routine duties such as running errands, operating minor office machines such as sealers or mailers, opening mail, distributing mail on a regularly scheduled route or in a familiar area, and other minor clerical work. May deliver mail that requires some special handling, e.g., mail that is insured, registered, or marked for special delivery.

Excluded are positions which include any of the following as significant duties:

- a. Operating motor vehicles.
- b. Delivering valuables or security-classified mail when the work requires a continuing knowledge of special procedures for handling such items.
- c. Weighing mail, determining postage, or recording and controlling registered, insured, and certified mail in the mail room.
- d. Making deliveries to unfamiliar or widely separated buildings or points which are not part of an established route; or
- e. Directing other workers.

RECEPTIONIST

Greets visitors, determines nature of visits, and directs visitors to appropriate persons. Receptionist duties may also include providing formation, making appointments, answering a telephone (other than switchboard or console), keeping a log of visitors, and issuing visitor passes. May also perform typing or other routine clerical duties which may occupy a major portion of time, and are usually performed at the reception desk.

This classification excludes workers operating a telephone switchboard or console, performing guard duties, or performing more difficult clerical duties.

SWITCHBOARD OPERATOR

Operates a telephone switchboard or console used with a private branch exchange (PBX) system to relay incoming,

outgoing, and intrasystem calls. May provide information to callers, record and transmit messages, keep record of calls placed and toll charges. Besides operating a telephone switchboard or console, may also type or perform routine clerical work (typing or console, may also type or perform the major portion of the routine clerical work may occupy the major portion of the worker's time, and is usually performed while at the switchboard or console). Chief or lead operators in establishments employing more than one operator are excluded. For an operator who also acts as a receptionist, see Switchboard operator-receptionist.

SWITCHBOARD OPERATOR-RECEPTIONIST

At a single position telephone switchboard or console, acts both as an operator--see Switchboard operator--and as a receptionist. Receptionist's work involves such duties as greeting visitors, determining nature of visitor's business and providing appropriate information; referring visitor to appropriate person in the organization or contacting that person by telephone and arranging an appointment; keeping a log of visitors.

INVENTORY CLERK

A person who keep periodic or perpetual records of the amount, kind, and value of merchandise, material, or stock on hand; makes an actual physical count of the stock items; compares inventories taken by other workers with office records, or check sales, equipment, shipping, production, purchases and stock records; checks clerical computations with physical count of stock, adjusting errors in computations or count; makes up inventory reports. May operate an adding machine.

ORDER CLERK

Receives written or verbal customer's purchase orders for material or merchandise from customers or sales people. Work typically involves some combination of the following duties: Quoting prices; determining availability of ordered items and suggesting substitutes when necessary; advising expected delivery date and method of delivery; recording order and

customer information on order sheets; checking order sheets for accuracy and adequacy of information recorded; ascertaining credit rating of customer; furnishing customer with acknowledgment of receipt of order; following up to see that order is delivered by the specified date or to let customer know of a delay in delivery; maintaining order file; checking shipping invoice against original order. Exclude workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

Positions are classified into levels according to the following definitions:

Order Clerk I

Handles orders involving items which have readily identified uses and applications. May refer to a catalog, manufacturer's manual, or similar document to insure that proper item is supplied or to verify price of ordered item.

Order Clerk II

Handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs, or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations.

ACCOUNTING CLERK

Performs one or more accounting tasks such as posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; examining and

verifying the clerical accuracy of various types of reports, lists, calculations, posting, etc.; preparing journal vouchers; or making entries or adjustments to accounts.

Levels I and II require a basic knowledge of routine clerical methods and office practices and procedures as they relate to the clerical processing and recording of transactions and accounting information. Levels III and IV require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system, where there are few variations in the types of transactions handled. In addition, some jobs at each level may require a basic knowledge and understanding of the terminology, codes, and processes used in an automated accounting system.

Accounting Clerk I

Performs very simple and routine accounting clerical operations, for example, recognizing and computing easily identified numbers and codes on similar and repetitive accounting documents, verifying mathematical accuracy, and identifying discrepancies and bringing them to the supervisor's attention. Supervisor gives clear and detailed instructions for specific assignments. Employee refers to supervisor all matters not covered by instructions. Work is closely controlled and reviewed in detail for accuracy, adequacy, and adherence to instructions.

Accounting Clerk II

Performs one or more routine accounting clerical operations, such as: Examining, verifying, and correcting accounting transactions to ensure completeness and accuracy of data and proper identification of accounts, and checking that expenditures will not exceed obligations in specified accounts; totaling, balancing, and reconciling collection vouchers; posting data to transaction sheets where employee identifies proper accounts and items to be posted; and coding documents in accordance with a

chart (listing) of accounts. Employee follows specific and detailed accounting procedures. Completed work is reviewed for accuracy and compliance with procedures.

Accounting Clerk III

Uses a knowledge of double entry bookkeeping in performing one or more of the following: Posts actions to journals, identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; reviews computer printouts against manually maintained journals, detecting and correcting erroneous postings, and preparing documents to adjust accounting classifications and other data; or reviews lists of transactions rejected by an automated system, determining reasons for rejections, and preparing necessary correcting material. On routine assignments, employee selects and applies established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used are reviewed for technical accuracy.

Accounting Clerk IV

Maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: Reviews invoices and statements (verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit, determining accounts involved, coding transactions, and processing material through data processing for application in the accounting system); and/or analyzes and reconciles computer printouts with operating unit reports (contacting units and research causes of discrepancies, and taking action to ensure that accounts balance). Employee resolves problems in recurring assignments in accordance with previous training and experience. Supervisor provides suggestions for handling unusual or nonrecurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms

built into the accounting system.

NOTE: Excluded from level IV are positions responsible for maintaining either a general ledger or a general ledger in combination with subsidiary accounts.

PAYROLL CLERK

Performs the clerical tasks necessary to process payrolls and to maintain payroll records. Work involves most of the following: Processing workers' time or production records; adjusting workers' records for changes in wage rates, supplementary benefits, or tax deductions, editing payroll listings against source records; tracing and correcting errors in listings; and assisting in preparation of periodic summary payroll reports. In a nonautomated payroll system, computes wages. Work may require a practical knowledge of governmental regulations, company payroll policy, or the computer system for processing payrolls.

KEY ENTRY OPERATOR

Operates keyboard-controlled data entry device such as keypunch machine or key-operated magnetic tape or disk encoder to transcribe data into a form suitable for computer processing. Work requires skill in operating an alphanumeric keyboard and an understanding of transcribing procedures and relevant data entry equipment.

Positions are classified into levels on the basis of the following definitions:

Key Entry Operator I

Work is routine and repetitive. Under close supervision or following specific procedures or detailed instructions, works from various standardized source documents which have been coded and require little or no selecting, coding, or interpreting of data to be entered. Refers to supervisor problems arising from erroneous items, codes, or missing information.

Key Entry Operator II

Work requires the application of experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting, or coding items to be entered from a variety of source documents. (On occasion may also perform routine work as described for level I.)

NOTE: Excluded are operators above level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entries requiring a similar level of knowledge.

Professional and Technical

COMPUTER SYSTEMS ANALYST, BUSINESS

Analyzes business problems to formulate procedures for solving them by use of electronic data processing equipment. Develops a complete description of all specifications needed to enable programmers to prepare required digital computer programs. Work involves most of the following: Analyzes subject-matter operations to be automated and identifies conditions and criteria required to achieve satisfactory results; specifies number and types of records, files, and documents to be used; outlines actions to be performed by personnel and computers in sufficient detail for presentation to management and for programming (typically this involves preparation of work and data flow charts); coordinates the development of test problems and participates in trial runs of new and revised systems; and recommends equipment changes to obtain more effective overall operations. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

Does not include employees primarily responsible for the management or supervision of other electronic data processing employees, or systems analysts primarily concerned with scientific or engineering problems.

For wage study purposes, systems analysts are classified as follows:

Computer Systems Analyst I

Works under immediate supervision, carrying out analyses as assigned, usually of a single activity. Assignments are designed to develop and expand practical experience in the application of procedures and skills required for systems analysis work. For example, may assist a higher level systems analyst by preparing the detailed specifications required by programmers from information developed by the higher level analyst.

Computer Systems Analyst II

Works independently or under only general direction on problems that are relatively uncomplicated to analyze, plan, program, and operate. Problems are of limited complexity because sources of input data are homogeneous and the output data are closely related. (For example, develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, or maintaining inventory accounts in a manufacturing or wholesale establishment.) Confers with persons concerned to determine the data processing problems and advises subject-matter personnel on the implications of the data processing systems to be applied. OR

Works on a segment of a complex data processing scheme or system, as described for level III. Works independently on routine assignments and receives instruction and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to insure proper alignment with the overall system.

Computer Systems Analyst III

Works independently or under only general direction on complex problems involving all phases of systems analysis. Problems are complex because of diverse sources of input data and multiple-use requirements of output data. (For example, develops an integrated production scheduling, inventory control, cost analysis, and sales analysis record in which every item of each type is automatically processed through the full system of records and appropriate follow-up actions are initiated by the computer.) Confers with persons concerned to determine the data processing problems and advises subject-matter personnel on the implications of new or revised systems of data processing operations. Makes recommendations, if needed, for approval of major systems installations or changes and for obtaining equipment.

May provide functional direction to lower level systems analysts who are assigned to assist.

COMPUTER PROGRAMMER, BUSINESS

Converts statements of business problems, typically prepared by a systems analyst, into a sequence of detailed instructions which are required to solve the problems by automatic data processing equipment. Working from charts or diagrams, the programmer develops the precise instructions which, when entered into the computer system in coded language, cause the manipulation of data to achieve desired results. Work involves most of the following. Applies knowledge of computer capabilities, mathematics, logic employed by computers, and particular subject matter involved to analyze charts and diagrams of the problem to be programmed; develops sequence of program steps; writes detailed flow charts to show order in which data will be processed; converts these charts to coded instructions for machine to follow; tests and corrects programs; prepares instructions for operating personnel during production run; analyzes, reviews, and alters programs to increase operating efficiency or adapt to new requirements; maintains records of

program development and revisions. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

Does not include employees primarily responsible for the management or supervision of other electronic data processing employees, or programmers primarily concerned with scientific and/or engineering problems.

For wage study purposes, programmers are classified as follows:

Computer Programmer I

Makes practical applications of programming practices and concepts usually learned in formal training courses. Assignments are designed to develop competence in the application of standard procedures to routine problems. Receives close supervision on new aspects of assignments; and work is reviewed to verify its accuracy and conformance with required procedures.

Computer Programmer II

Works independently or under only general direction on relatively simple programs, or on simple segments of complex programs. Programs (or segments) usually process information to produce data in two or three varied sequences or formats. Reports and listings are produced by refining, adapting, arraying, or making minor additions to or deletions from input data which are readily available. While numerous records may be processed, the data have been refined in prior actions so that the accuracy and sequencing of data can be tested by using a few routine checks. Typically, the program deals with routine recordkeeping operations. OR

Works on complex programs (as described for level III) under close direction of a higher level programmer or supervisor. May assist higher level programmer by independently performing less difficult tasks assigned, and performing more difficult tasks

under fairly close direction. May guide or instruct lower level programmers.

Computer Programmer III

Works independently or under only general direction on complex problems which require competence in all phases of programming concepts and practices. Working from diagrams and charts which identify the nature of desired results, major processing steps to be accomplished, and the relationships between various steps of the problem solving routine; plans the full range of programming actions needed to efficiently utilize the computer system in achieving desired end products.

At this level, programming is difficult because computer equipment must be organized to produce several interrelated but diverse products from numerous and diverse data elements. A wide variety and extensive number of internal processing actions must occur. This requires such actions as development of common operations which can be reused, establishment of linkage points between operations, adjustments to data when program requirements exceed computer storage capacity, and substantial manipulation and resequencing of data elements to form a highly integrated program.

May provide functional direction to lower level programmers who are assigned to assist.

COMPUTER OPERATOR

In accordance with operating instructions, monitors and operates the control console of a digital computer to process data. Executes runs by either serial processing (processes one program at a time) or multiprocessing (processes two or more programs simultaneously). The following duties characterize the work of a computer operator:

- a. Studies operating instructions to determine equipment setup needed;
- b. Loads equipment with required items (tapes, cards, disks, paper, etc.)

c. Switches necessary auxiliary equipment into system;

d. Starts and operates computer.

e. Responds to operating and computer output instructions;

f. Reviews error messages and makes corrections during operation or refers problems;

g. Maintains operating record.

May test run new or modified programs. May assist in modifying systems or programs. The scope of this definition includes trainees working to become fully qualified computer operators, fully qualified computer operator, and lead operators providing technical assistance to lower level operators. It excludes workers who monitor and operator remote terminals.

For wage study purposes, computer operators are classified as follows:

Computer Operator I

Work assignments are limited to established production runs (i.e., programs which present few operating problems). Assignments may consist primarily of on-the-job training (sometimes augmented by classroom instruction). When learning to run programs, the supervisor or a higher level operator provides detailed written or oral guidance to the operator before and during the run. After the operator has gained experience with a program, however, the operator works fairly independently in applying standard operating or corrective conditions in responding to computer output instructions or error conditions, but refers problems to a higher level operator or the supervisor when standard procedures fail.

Computer Operator II

In addition to established production runs, work assignments include runs involving new programs, applications, and procedures (i.e., situations which require the operator to adapt to a variety of problems). At this level, the operator has the training and experience to work fairly independently in carrying out most assignments. Assignments may require the operator to select

from a variety of standard setup and operating procedures. In responding to computer output instructions or error conditions, applies standard operating or corrective procedures, but may deviate from standard procedures when standard procedures fail. If deviation does not materially alter the computer unit's production plans. Refers the problem or aborts the program when procedures applied do not provide a solution. May guide lower level operators.

Computer Operator III

In addition to work assignments described for Computer Operator II (see above) the work of Computer Operator III involves at least one of the following:

- a. Deviates from standard procedures to avoid the loss of information or to conserve computer time even though the procedures applied materially alter the computer unit's production plans;
- b. Tests new programs, applications, and procedures;
- c. Advises programmers and subject-matter experts on setup techniques;
- d. Assists in (1) maintaining, modifying, and developing operating systems or programs; (2) developing operating instructions and techniques to cover problem situations; and/or (3) switching to emergency backup procedures (such assistance requires a working knowledge of program language, computer features, and software systems).

An operator at this level typically guides lower level operators.

PERIPHERAL EQUIPMENT OPERATOR

Operates peripheral equipment which directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, card read/punches, tape readers, tape units or drives, disk

units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a peripheral equipment operator:

- a. Loading printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy;
- b. Labeling tape reels, disks or card decks;
- c. Checking labels and mounting and dismounting designated tape reels or disks on specified units or drives;
- d. Setting controls which regulate operation of the equipment;
- e. Observing panel lights for warnings and error indications and taking appropriate action;
- f. Examining tapes, cards, or other material for creases, tears, or other defects which could cause processing problems.

This classification excludes workers (1) who monitor and operate a control console (see Computer Operator) or a remote terminal, or (2) whose duties are limited to operating decollaters, bursters, separators, or similar equipment.

COMPUTER DATA LIBRARIAN

Maintains library of media (tapes, disks, cards, cassettes) used for automatic data processing applications. The following or similar duties characterize the work of a computer data librarian: Classifying, cataloging, and storing media in accordance with a standardized system; upon proper requests, releasing media for processing; maintaining records of releases and return; inspecting returned media for damage or excessive wear to determine whether or not they need replacing. May perform minor repairs to damaged tapes.

DRAFTER

Performs drafting work requiring knowledge and skill in drafting methods, procedures, and techniques. Prepares drawings of structures, mechanical and electrical equipment, piping and duct systems and other similar equipment, systems, and assemblies. Uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings. Drawings are used to communicate engineering ideas, designs, and information in support of engineering functions.

The following are excluded when they constitute the primary purpose of the job:

- a. Design work requiring the technical knowledge, skill, and ability to conceive or originate designs;
 - b. Illustrating work requiring artistic ability;
 - c. Work involving the preparation of charts, diagrams, room arrangements, floor plans, etc.;
 - d. Cartographic work involving the preparation of maps or plats and related materials, and drawings of geological structures; and
 - e. Supervisory work involving the management of a drafting program or the supervision of drafters.
- Positions are classified into levels on the basis of the following definitions.

Drafter I

Working under close supervision, traces or copies finished drawings, making clearly indicated revisions. Uses appropriate templates to draw curved lines. Assignments are designed to develop increasing skill in various drafting techniques. Work is spotchecked during progress and reviewed upon completion.

NOTE: Exclude drafters performing elementary tasks while receiving training in the most basic drafting methods.

Drafter II

Prepares drawings of simple, easily visualized parts of equipment from sketches or marked-up prints. Selects

appropriate templates and other equipment needed to complete assignments. Drawings fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy.

Drafter III

Prepares various drawings of parts and assemblies, including sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting techniques and a working knowledge of the terms and procedures of the industry. Familiar or recurring work is assigned in general terms; unfamiliar assignments include information on methods, procedures, sources of information, and precedents to be followed. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results; more complex revisions are produced from sketches which clearly depict the desired product.

Drafter IV

Prepares complete sets of complex drawings which include multiple views, detail drawings, and assembly drawings. Drawings include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to compute weights, load capacities, dimensions, quantities of materials, etc. Working from sketches and verbal information supplied by an engineer or designer, determines the most appropriate views, detail drawings, and supplementary information needed to complete assignments. Selects required information from precedents, manufacturers' catalogs, and technical guides. Independently resolves most of the problems encountered. Supervisor or designer may suggest methods of approach or provide advice on unusually difficult problems.

NOTE: Exclude drafters performing work of similar difficulty to that described at this level but who provide support for

a variety of organizations which have widely differing functions or requirements.

Drafter V

Works closely with design originators, preparing drawings of unusual, complex or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawings produced. Exercises independent judgment in selecting and interpreting data based on a knowledge of the design intent. Although working primarily as a drafter, may occasionally perform engineering design work in interpreting general designs prepared by others or in completing missing design details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

TECHNICIAN

This classification includes various positions described as Electronics Technician, Instrument Technician, Mechanical Technician, Instrumentation Technician, Photo Lab Maintenance Technician, and Photo Optical Technician among others. Works on various types of electronic, optical, mechanical, instrumentation, motion picture and film processing, photo optical, and calibration equipment and related devices by performing on or a combination of the following: Installing, fabricating, maintaining, repairing, overhauling, troubleshooting, modifying, constructing, testing, and operating work requires practical application of technical knowledge of related principles, ability to determine malfunctions and to resolve problems, and skills to maintain equipment in required operating condition.

Positions are classified into levels on the basis of the

following definitions.

Class I

Applies working technical knowledge to perform simple or routine tasks in working on various equipment following detailed instructions which cover virtually all procedures. This knowledge may be acquired through assignments designed to increase competence (including classroom training) so that worker can advance to higher level technician.

Receives technical guidance, as required from supervisor or higher level technician. Work is typically spot checked, but is given detailed review when new or advanced assignments are involved. (Assignments may include operational duties.)

Class II

Applies comprehensive technical knowledge to solve complex problems (i.e., those that typically can be solved solely by properly interpreting manufacturers' manuals or similar documents) in working on various equipment.

Receives technical guidance, as required, from supervisor or higher level technician and work is reviewed for specific compliance with accepted practices and work assignments. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class III

Applies advanced knowledge to solve unusually complex problems (i.e., those that typically cannot be solved solely by reference to manufacturers' manuals or similar documents) in working on various equipment.

Work may be reviewed by supervisor (frequently an engineer or designer) for general compliance with accepted practices. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

REGISTERED INDUSTRIAL NURSE

A registered nurse gives nursing service under general medical direction to ill or injured employees or other persons who become ill or suffer an accident on the premises of a factory or other establishment. Duties involve a combination of the following: Giving first aid to the ill or injured; attending to subsequent dressing of employees' injuries; keeping records of patients treated; preparing accident reports for compensation or other purposes; assisting in physical examinations and health evaluations of applicants and employees; and planning and carrying out programs involving health education, accident prevention, evaluation of plant environment, or other activities affecting the health, welfare, and safety of all personnel. Nursing supervisors or head nurses in establishments employing more than one nurse are excluded.

EMERGENCY MEDICAL TECHNICIAN

Administers first aid treatment to sick or injured persons and transports them to a medical facility, working as member of emergency medical team. Responds to instructions from emergency medical dispatcher and drives specially equipped emergency vehicle to specified location. Monitors communication equipment to maintain contact with dispatcher. Removes or assists in removal of victims from scene of accident or catastrophe. Determines nature and extent of illness or injury, or magnitude of catastrophe, to establish first aid procedures to be followed or need for additional assistance, basing decisions on statements of persons involved, examination of victim or victims, and knowledge of emergency medical practice. Administers prescribed first aid treatment at site of emergency, or in specially-equipped vehicle, performing such activities as application of splints, administration of oxygen or intravenous injections, treatment of minor wounds or abrasions, or administration of artificial resuscitation. Communicates with professional medical personnel at emergency treatment facility to obtain instructions regarding further treatment and to arrange

for reception of victims at treatment facility. Assists in removal of victims from vehicle and transfer of victims to treatment center. Assists treatment center admitting personnel to obtain and record information related to victim's vital statistics and circumstances of emergency. Maintains vehicles and medical and communication equipment and replenishes first aid equipment and supplies. May assist in controlling crowds, protecting valuables, or performing other duties at scene of catastrophe. May assist professional medical personnel in emergency treatment administered at medical facility.

PHOTO LABORATORY TECHNICIAN

Applies fundamental processes, methods and techniques in the processing and printing of black and white photographs and/or slides, or transparencies. Applies specific criteria and standard procedures in contact or projection printing, processing negatives and/or producing slides and transparencies by projection, contact, or other copying processes. Operates film processing machines and equipment according to established procedures. Work does not involve any special knowledge about the subject matter; does not involve producing of special effects, dodging and burning or other involving processes; and does not include color work. Carries out routine tasks without close supervision; however, may receive assignments, assistance and review of work designed to train and develop in film processing techniques. Performs routine set up and maintenance of equipment and prepares routine reports as required. High school graduate plus technical photographic processing training and 1 year experience in photographic laboratory work.

AIRCRAFT MECHANIC

Services, repairs, and overhauls aircraft and aircraft engines to insure airworthiness: Repairs, replaces, and assembles parts, such as wings, fuselage, tail assembly, landing gear, control cables, propeller assembly, and fuel and oil tanks, using tools, such as power shears, sheet metal breaker, arc and

acetylene welding equipment, rivet gun, and air or electric drills to rebuild or replace airframe or its components. Consults manufacturers' manuals and airline's maintenance manual for specifications and to determine feasibility of repair or replacement according to malfunction. Examines engines for cracked cylinders and oil leaks and listens to detect sounds of malfunctioning, such as sticking or burnt valves. Inspects turbine blades to detect cracks or breaks. Tests engine operation, using testing equipment, such as ignition analyzer, compression checker, distributor timer, and ammeter to locate source of malfunction. Replaces or repairs worn or damaged components, such as carburetors, superchargers, and magnetos using handtools, gauges and testing equipment. Removes engine from aircraft, using hoist or forklift truck. Disassembles and inspects parts for wear, warping, or other defects. Repairs or replaces defective engine parts and reassembles and installs engine in aircraft. Adjusts and repairs electrical wiring system and aircraft accessories and instruments. Inspects, services, and repairs pneumatic and hydraulic systems. Performs miscellaneous duties to service aircraft, including flushing crankcase, cleaning screens, greasing moving parts, and checking brakes. May be required to be licensed by Federal Aviation Administration. Many service engines and airframe components at line station making repairs, short of overhaul, required to keep aircraft in safe operating condition.

AIRCRAFT WORKER

Makes repairs to aircraft following orders of higher grade worker. Removes, cleans, reinstalls, or replaces defective parts, accessories, and components such as worn gaskets, couplings, and fittings; bad actuators, accumulators, gauges, sections of corroded fuel and oil lines, worn cable pulleys, frayed spark plug cables, and burned-out landing lights, using handtools. Makes adjustments and settings such as cable tension and seat movement settings and adjustments. Obtains standard parts such as fuel and oil line connections and fittings, cable linkage,

and spark plug cables and harnesses by referring to parts manuals and by making comparisons with samples.

AIRCRAFT MECHANIC HELPER

Assists in assembling and installing parts and units by getting tools and supplies, carrying materials, and lifting and holding materials in place during operation. Cleans work areas, and keeps work benches clean and orderly, and tools and machines clean and lubricated.

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan L. Moss

Alan L. Moss Division of
 Director Wage Determinations

LOCALITY

Area: NC COUNTIES: PASQUOTANK
 VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON
 JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH
 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

State: North Carolina, Virginia

Wage Determination No.: 87-0209 (Rev. 7) Date: 10/16/1990

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

Furniture Maintenance and Repair, Machine Tool
 Operation and Repair Occupations, Material Handling and
 Packing Occupations, Mechanics and Maintenance and
 Repair Occupations, Transportation and Mobile Equipment
 Operation Occupations, and Plant and Systems Operation
 Occupations:

- 1. Material Coordinator \$ 10.72
- 2. Order Filler \$ 6.15
- 3. Tool & Parts Attendant \$ 9.98
- 4. Warehouseman \$ 7.00
- 5. Upholsterer \$ 11.69
- 6. Laborer \$ 8.89
- 7. Machine-Tool Operator \$ 12.81
 (Toolroom)
- 8. Tool and Die Maker \$ 14.36
- 9. Fuel Distribution System Operator \$ 11.69
- 10. Material Handling Laborer \$ 6.79
- 11. Forklift Operator \$ 8.44
- 12. Shipper and Receiver \$ 8.11
- 13. Shipper \$ 8.11
- 14. Receiver \$ 8.11
- 15. Shipping Packer \$ 5.18

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
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REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan L. Moss *Alan L. Moss*
 Director Division of Wage Determinations

Wage Determination No.: 87-0209 (Rev. 7) Date: 10/16/1990

Class of Service Employees

- 16. Aircraft Mechanic
- 17. Aircraft Mechanic Helper
- 18. Aircraft Servicer
- 19. Aircraft Worker
- 20. Appliance Mechanic
- 21. Carpenter, Maintenance
- 22. Carpet Layer
- 23. Electrician, Maintenance
- 24. Fire Extinguisher Repairman
- 25. General Maintenance Worker
- 26. Heating/Refrigeration/Air Conditioning Mechanic
- 27. Heavy Equipment Mechanic
- 28. Locksmith
- 29. Mechanic, Maintenance (Machinery)
- 30. Machinist, Maintenance
- 31. Maintenance Trades Helper
- 32. Mason, Maintenance
- 33. Millwright
- 34. Painter, Maintenance
- 35. Pipefitter, Maintenance
- 36. Plumber, Maintenance

LOCALITY

State: North Carolina, Virginia
 Area: NC COUNTIES: PASQUOTANK
 VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON
 JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH
 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other
\$ 12.81				
\$ 9.98				
\$ 9.98				
\$ 11.69				
\$ 11.69				
\$ 12.23				
\$ 12.23				
\$ 14.36				
\$ 9.98				
\$ 7.36				
\$ 12.81				
\$ 12.81				
\$ 11.69				
\$ 12.81				
\$ 12.81				
\$ 9.43				
\$ 12.81				
\$ 12.81				
\$ 12.23				
\$ 12.81				
\$ 12.23				

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan L. Moss

Alan L. Moss
 Director Division of Wage Determinations

LOCALITY
 State: North Carolina, Virginia
 Area: NC COUNTIES: PASQUOTANK
 VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON
 JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH
 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

Wage Determination No.: 87-0209 (Rev. 7) Date: 10/16/1990

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
37. Sheet-Metal Worker, Maintenance	\$ 12.81				
38. Welder, Combination, Maintenance	\$ 12.81				
39. Woodworker	\$ 11.11				
40. Boiler Tender	\$ 12.23				
41. Sewage Plant Operator	\$ 12.23				
42. Stationary Engineer	\$ 12.81				
43. Bus Driver	\$ 8.06				
44. Heavy Equipment Operator	\$ 12.81				
45. Truckdriver, light	\$ 7.71				
46. Truckdriver, medium	\$ 8.06				
47. Truckdriver, heavy	\$ 8.51				
48. Truckdriver, Tractor-Trailer	\$ 8.94				
49. Roofer	\$ 9.98				
50. Hazardous Waste Handler	\$ 8.89				
51. Sign Painter	\$ 12.23				
52. Electrical Equipment Worker	\$ 11.69				

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/ 2/ 3/

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Wage Determination No.: 87-0209 (Rev. 7) Date: 10/16/1990

Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$1.84 per hour computed on the basis of all hours worked by service employees employed on the contract. (See 29 CFR 4.175(b))

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b) (2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

ROOFER

Performs work of journeyman roofer. Repairs sub-roofing and supports such as replacing rafters and sheathing, building up sub-roofing to hold increased loads, occasionally roof pitch; applies composition, asphalt, asbestos, wood shingles, mission tile, and slate to roofs; installs sheathing and building papers or roofing felt and flashing; marks location for each row of shingles or tile, nailing to roof sheathing in overlapping courses. Installs and repairs barrel mission type tile to roof; installs three ply hot mop decking; sets and secures framing, mops it and sets tile.

HAZARDOUS WASTE HANDLER

WASTE RETENTION AND TRANSFER:

Works under the guidance of a Hazardous Waste Operator. Assists in collecting, consolidating, packaging, labeling, and transporting hazardous wastes and materials, operating the Oily Waste Retention and Transfer Station, cleaning stationary retention tanks and mobile tankers, inventorying wastes, keeping facilities clean and orderly, and stocking supplies.

SPILL RESPONSE:

Provides support services when required for Spill Response Team, including recording radio and phone messages, delivering equipment and materials, and cleaning up spills under the direct guidance of a Hazardous Waste Operator.

Other duties as assigned.

ELECTRICAL EQUIPMENT WORKER

Performs a variety of duties and related tasks associated with the fabrication, repair, and maintenance of Electrical Training Devices.

Works along or with higher graded worker in the design, construction, installation and maintenance of full scale Training Aids, devices, and exhibits, electrical systems, and components. Makes repairs that can be accomplished by removing, replacing, tightening, splicing, and soldering broken, worn, or damaged wiring, switches, control circuits, panels, relays, etc. 50%

Performs the common, most typical tasks involved in the modification of systems and equipment to simulate any operational function or malfunction and to emphasizes critical malfunctioning by designing and building intricate switch and control systems, using plastic housing or cut-away designs which are not available commercially. 25%

Installs, repairs, and maintains a variety of electronic components and equipment. Works with tools of the trade to remove components from various exhibits or training devices for testing, repair and replacement. 25%

Maintains and repairs electrical tools and equipment used by training aids shop in constructing training devices. 10%

Performs other duties as assigned.

Figure 3 - Installation-Provided Government Property

<u>Item</u>	<u>Values</u>
Survey Meter (NARDA - Microwave)	\$ 3,652
Survey Meter (Victorees Thyac - Radiation)	620
Survey Meter (Eberline - Radiation "Gn")	676
Survey Meter (NARDA - Microwave)	3,817
Analyzer, Oxygen (Gas Tech)	520
Analyzer, Gas (Gas Tech - HC/O2)	4,465
Survey Meter (NARDA Microwave)	2,371
Analyzer, Sound (Metrosonics)	9,300
Analyzer, Gas (Gas Proportional - Radiation)	1,745
Survey Meter (NARDA - Microwave)	1,013
Survey Meter (Eberline Radiation)	590
Survey Meter (Victorees 740 Radiation)	300
Survey Meter (Nuclear Inst. Radiation)	350
Survey Meter (Eberline Radiation)	820
Monitor, Oxygen (Gas Tech)	1,060
Monitor, Gas (Fibrous Aerosol Monitor)	8,413
Detector, Gas (Neutronics "50" HC-02)	1,784
Cleaner, Vacuum (Mercury)	2,875
Monitor, Gas (6CA-CH-02)	12,950
Cleaner, Vacuum (Mercury)	1,001
Detector, Radiation (Eberline)	650
IBM Computer (3)	4,317
IBM Printer (3)	567
IBM Monitor (3)	1,077
IBM Modem (3)	3,840
IBM Disk Drive (3)	3,390
Miran - Portable Ambient Air Analyzer	15,625
Jerome - Mercury Meter	4,477
Metrosonics - Noise Dosimeter	9,195
Gilibrator - Calibrator for Pumps (low, medium, high)	4,540
3/4 ton stake body truck	16,000
3,000 lb. capacity forklift	12,000
Compact pick-up truck	9,000
TOTAL	<u>\$155,951</u>

EXHIBIT E
INSTALLATION-PROVIDED GOVERNMENT PROPERTY

EXHIBIT F
SAFETY AND HEALTH PLAN

Deleted 14 CFR 1206.300 (b) (4)

EXHIBIT G
SUBCONTRACTING PLAN

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

The following plan meets the minimal requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7 and 20.3. This plan is not intended to replace any existing corporate master plan which is more extensive.

Please note that the subcontracting plan goals of 16% for small business and 1% for small disadvantaged business for fiscal year 1991-1997.

IDENTIFICATION DATA:

Contractor: The Bionetics Corporation

Address: 2 Eaton Street, 10th Floor, Hampton, Virginia 23669
(804) 722-0330

Prepared: May 10, 1991 Solicitation No.: 1-35-5100.3211

Item/Service: Environmental Health and Protective Support Services

1. TYPE OF PLAN

- Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).
- Master plan (goals developed for this contract; all other elements standard; must be renewed annually).
- Commercial products plan (contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval, and must submit annual SF 295 with breakout of subcontracting prorated.

2. GOALS

Separate dollar and percentage goals for small business concerns and small disadvantaged business concerns as subcontractors have been prepared as required (FAR 19.704(a)(1)).

- A. Total estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is \$3,367,144.
- B. Total estimated dollar value of planned subcontracting to small business concerns* is \$538,745 and 16%. (* This figure includes the amount in C. below.)
- C. Total estimated dollar value of planned subcontracting to small disadvantaged business concerns is \$33,673 and 1%.

These amounts reflect the total contract value and RFP specified other direct costs.

The detailed breakdown is presented as follows:

Basic Level of Effort

	Total Estimated <u>Subcontracting</u>	Small Business*	Small Disadvantaged <u>Business</u>
Base Period	\$383,695	\$61,391	\$3,837
1st Opt Period	\$395,117	\$63,219	\$3,951
2nd Opt Period	\$410,817	\$65,731	\$4,108
3rd Opt Period	\$427,524	\$68,404	\$4,275
4th Opt Period	\$444,240	\$71,078	\$4,442

Optional Other Direct Cost(ODC)

	Total Estimated <u>Subcontracting</u>	Small Business*	Small Disadvantaged <u>Business</u>
Base Period	\$251,478	\$40,236	\$2,515
1st Opt Period	\$251,536	\$40,246	\$2,515
2nd Opt Period	\$251,596	\$40,255	\$2,516
3rd Opt Period	\$251,658	\$40,265	\$2,517
4th Opt Period	\$251,723	\$40,276	\$2,517

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Options for Extended Services

	<u>Total Estimated Subcontracting</u>	<u>Small Business*</u>	<u>Small Disadvantaged Business</u>
5th Opt Period	\$7,960	\$1,274	\$80
6th Opt Period	\$7,960	\$1,274	\$80
7th Opt Period	\$7,960	\$1,274	\$80
8th Opt Period	\$7,960	\$1,274	\$80
9th Opt Period	\$7,960	\$1,274	\$80
10th Opt Period	\$7,960	\$1,274	\$80

* This figure includes the amounts in Small Disadvantaged Business.

D. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are:

	<u>Large Business</u>	<u>Small Business</u>	<u>Small Disadvantaged Business</u>
<u>Subcontracted Product/Service</u>			

E. The methods used to develop the subcontracting goals for small business and small disadvantaged business concerns businesses were:

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F.

3. PROGRAM ADMINISTRATOR

The following individual is responsible for administering the subcontracting program:

Name:

Title:

Address: The Bionetics Corporation, 2 Eaton Street, Suite 1000, Hampton, VA 23669

Telephone: (804) 722-0330

Duties: General overall responsibility for the subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A.

B.

C.

D.

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E.

F.

G.

H.

I.

J.

K.

L.

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M.

N.

O.

P.

4. EQUITABLE OPPORTUNITY

The following efforts will be made to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts in accordance with the FAR (FAR 19.704(a)(3)). These efforts include, but are not limited to, the following activities:

A.

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B.

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3.

5. **CLAUSE FLOW-DOWN**

Including FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 19.704(a)(4)).

This clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small business and small disadvantaged business concerns will be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small and small disadvantaged subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports.

6. **REPORTING AND COOPERATION**

Assurances of (1) cooperation in any studies or surveys as may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Reports for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

7. **RECORDKEEPING**

Bionetics will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

A.

B.

bionetics

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C.

D.

E.

F.

Additional subcontracting plan information:

Attachments to the subcontracting plan:

This subcontracting plan was submitted by:

Signature:
Typed Name: Deleted 14 CFR 1206.300 (b) (4)
Title:
Date:

This subcontracting plan was reviewed by:

Signature:
Typed Name: Deleted 14 CFR 1206.300 (b) (4)
Title:
Date:

This subcontracting plan was approved by:

Signature:
Typed Name: Deleted 14 CFR 1206.300 (b) (4)
Title:
Date:

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