

## **Cover Page**

### **Contract NAS1-19722**

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

- Section H.1.(c), Key Personnel and Facilities, key personnel positions, p. 12;
- Exhibit D, Subcontracting Plan - Section H.10, Name of Contract Administration Manager, pp. 81 and 86, Supplies and Services to be Contracted, pp. 82-83; Indirect and Overhead Costs, p. 83;
- Section H.19, Ceiling Percentage and Allocation Base, paragraph A, p. 18;
- Section H.20, Rate per Other Direct Cost (ODC) Limitation Dollar, para. B-2, p. 22-23.

**AWARD/CONTRACT** 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) **RATING** DO-C9 1942 OF PAGES 1 86

2. CONTRACT (Proc. Inst. Ident.) NO. **NAS1-19722** 3. EFFECTIVE DATE **OCT 1 1992** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **PR: 1270.0267-75**

5. ISSUED BY **National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001** 6. ADMINISTERED BY (If other than Item 5) **Criticality Designator C**

**EXECUTED BY BOTH PARTIES**  
Delegation Being Made Via  
NASA Form 1430

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) **Wyle Laboratories Systems and Support Service Operations 3200 Magruder Boulevard Hampton, VA 23666-1498** 8. DELIVERY  FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT **N/A** 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: **See G.3**

11. SHIP TO/MARK FOR **See F.3 and F.5** 12. PAYMENT WILL BE MADE BY **Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23681-0001**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)( )  41 U.S.C. 253(c)( ) 14. ACCOUNTING AND APPROPRIATION DATA **See Section I, Clause 52.232-18**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Instrument Support Services				

		Est. Cost	Fee	Total
Initial Period		\$ 9,695,000	\$ 679,000	\$10,374,000
First Option		9,888,000	692,000	10,580,000
Second Option		10,142,000	710,000	10,852,000
Third Option		21,109,000	1,477,000	22,586,000
5 Year Totals		\$50,834,000	\$3,558,000	\$54,392,000
Six 1-Month Options		5,491,000	384,000	5,875,000
Total Add'l. LOE Options		9,364,000	655,000	10,019,000
Total Add'l. ODC Options		2,905,000	102,000	3,007,000
Total 5 Years w/all Options		\$68,594,000	\$4,699,000	\$73,293,000

15G. TOTAL AMOUNT OF CONTRACT **\$**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (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.  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 **MICHAEL F. CAVELLI**

19B. NAME OF CONTRACTOR \_\_\_\_\_ 19C. DATE SIGNED \_\_\_\_\_ 20B. UNITED STATES OF AMERICA \_\_\_\_\_ 20C. DATE SIGNED **SEP 30 1992**

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--ALTERNATE II (LaRC 52.212-90) (JUL 1991)

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

B. Except for Statement of Work Tasks 2.5, Receipt and Inspection of New Instruments and Systems and 2.6, Instrument Pool, specific detailed performance requirements within the Statement of Work will be directed by the Government in accordance with the procedures outlined in G.1, Work Orders.

C. Receipt and Inspection of New Instruments and Systems and Instrument Pool--The Contractor shall perform the services outlined in Tasks 2.5 and 2.6 of Section C, Description/Specifications/Work Statement. The Contractor shall manage all aspects of these two areas with monitoring and oversight by the Government.

## B.2 LEVEL-OF-EFFORT

A. In performing Government assigned work orders under this contract and the on-going services outlined in Tasks 2.5 and 2.6 of the Statement of Work, the Contractor is obligated to provide up to 382,825 direct productive labor hours (including those hours associated with subcontracts or teaming arrangements) as defined in paragraph C. below.

B. Notwithstanding the hours expended in the performance of Tasks 2.5 and 2.6, Government authorized work orders will be issued requiring a cumulative minimum of 229,695 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 Section C, Description/Specifications/Work Statement. This does not include the Contract Manager, Technical Manager(s), or other administrative and support personnel such as financial, clerical, and procurement, or any labor allocated as indirect. However, it does include all hours expended by the first-line supervisors/group leaders, even though they may be dual-functioned positions. Direct productive labor hours shall mean hours actually worked, including overtime but excluding all paid absences (vacation, holidays, sick, etc.).

## B.3 ESTIMATED COST, AWARD FEE AND FIXED FEE

A. The estimated cost of this contract is \$9,695,000, exclusive of the award fee of \$679,000 and fixed fee\* of \$0. The total estimated cost, award fee, and fixed fee is \$10,374,000.

\*A fixed fee amount will be inserted if the Government exercises any of the one-month options to extend the period of performance as set forth in Section H.20.A.

B. Other Direct Cost (ODC) Limitation--The estimated cost set forth above includes a \$947,000 limitation for specific ODC expenditures under the contract. The ODC categories subject to this cost limitation consist of material purchases and travel costs, required in the performance of the Statement of Work tasks. No other ODC's shall be applied toward this cost limitation.

C. The available award fee for each evaluation period is as follows:

<u>Period</u>	<u>Available Award Fee</u>
October 1, 1992 - March 31, 1993	\$339,500
April 1, 1993 - September 30, 1993	\$339,500

B.4 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 estimated period of performance:

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK - INSTRUMENT SUPPORT SERVICES (LaRC 52.215-90)  
(JUN 1988)

1.0 Introduction

The objective of this effort is to provide daily instrument support services that reliably and economically satisfy the Langley Research Center's research measurement requirements. The majority of the work will be performed at the Contractor's facility; a lesser amount will be performed on-site at Langley Research Center and at Wallops Flight Center; and a small portion of the work will be performed at other remote test sites (e.g., Edwards Air Force Base, California).

1.1 Scope

1.1.1 The Contractor shall provide support for LaRC's research instrumentation requirements. This support shall include:

- Repair, calibration, and maintenance of instruments and instrumentation systems.
- Application/installation of transducers.
- Digital systems maintenance and repair, including hardware and software upgrades to current revision levels, when required.

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

- Design and modification of research data acquisition systems.
- On-site preventive maintenance and emergency repair.
- Evaluation of measurement requirements, instruments, and systems.
- Analysis of measurement data.
- Documentation services for test results and digital systems hardware and software.
- Maintaining records of instrument service history.
- Operating a systematic preventive maintenance and calibration program on specified instruments and systems.
- Operating an instrument loan pool.
- Receipt and inspection of new instruments purchased by NASA LaRC.
- Operating a Measurement Assurance Program for LaRC and NASA measurement traceability to the National Institute of Standards and Technology.

## 1.2 Requirement

- 1.2.1 The Contractor shall perform Tasks 2.1, 2.2, 2.3, and 2.4 as delineated in work orders provided by the Government in accordance with the Contract Schedule and the Contractor's Management and Operation Plan.
- 1.2.2 The applicable quality and reliability provision of Langley Management Instructions (LMI 5300.1 and LMI 5330.9), NASA Handbooks (NHB 5300.4 [3A-1] and NHB 5300.4 [1c], Langley Handbooks (LHB 5300.1 and LHB 5330.9), the receipt and inspection provisions of Instrument Research Division Instruction 91-1, Metrology Requirements List (METRL), NASA Software Documentation Standard NASA-STD-2100-91, and specific requirements designated in work orders shall be met.
- 1.2.3 The Contractor shall train his personnel as required to competently carry out the requirements of Tasks 2.5 and 2.6, and the instrumentation support requested on the Government work orders. When required, the Government will conduct special orientation sessions to acquaint Contractor personnel with unique work requirements.
- 1.2.4 The Contractor shall respond to emergency or quick turn around work orders within 30 minutes during the Government's first (7:30 a.m. - 4:00 p.m.) and second (3:30 p.m. - 12:00 midnight)

shifts. The Contractor shall provide 24-hour on-call emergency service.

- 1.2.5 Equipment transported shall be physically handled in a manner commensurate with its size, weight, and fragility, so as to prevent any deterioration and damage. All movement shall be performed by equipment handlers who are familiar with the precautions required for handling delicate instruments. Only rubber-tired carts shall be used for movement within the Contractor's facility. Transportation between the Contractor's facility and NASA facilities shall be by enclosed vans equipped with suitable protective padding.

## 2.0 Task Areas

The required instrument support services include the following task areas:

### 2.1 Instrument Repair and Maintenance

The Contractor shall repair, modify, assemble, and maintain all Government research test instrumentation; shall provide a periodic calibration/preventive maintenance and repair program for critical high usage rate instruments as specified by the Government; and shall generate and maintain instrument maintenance data for evaluating repair effectiveness. The instruments include transducers which measure parameters such as temperature, humidity, pressure, vacuum, force, velocity, and acceleration, and include recording instrumentation such as tape systems, oscillographs, and pen recorders. These instruments are relatively new and possess state-of-the-art circuitry and components. The Contractor shall acquire repair parts and maintain an inventory of common usage items (spares) for performance of the above services. The Contractor shall contact the instrument manufacturer to provide repair of defective instrumentation under warranty.

### 2.2 Calibration

The Contractor shall calibrate instruments and equipment using standards that are a minimum of four times greater in accuracy than the instrument being calibrated unless specifically authorized in writing to do otherwise by the cognizant Government representative. Calibration shall be performed in accordance with standard calibration procedures described in the Instrument Society of America (ISA), Standards and Practices for Instrumentation or as established by the Government.

### 2.3 Digital Systems

The Contractor shall be responsible for digital system implementation and maintenance.

The Contractor shall support the planning and modification of digital instrumentation and data acquisition systems. The Contractor's responsibilities shall include establishment of system designs based on Government requirements; design of hardware and software; design and test of special interfaces and



subunits; fabrication of prototype units; system software design, code development, test, documentation and configuration control; user training; and generation of user instruction manuals and manloading estimates for tasks.

The Contractor shall maintain digital equipment and systems currently in operation at LaRC and any new equipment or systems acquired by the Government. The major minicomputer systems suppliers including: DEC, HP, and MODCOMP; major workstation suppliers including: HP, Sun, DEC, Silicon Graphics; major interactive terminal suppliers including: Tektronix, Wyse, and Graphon; and all makes of personal computers. Maintenance shall include hardware and software revisions when required by the Government. Documentation services shall also be provided for digital systems hardware and software.

#### 2.4 Engineering Application

The Contractor shall select instruments and transducers to satisfy daily research measurement requirements; assemble and install instruments into complete measuring and recording systems; test and analyze measurement systems for proper operation; field calibrate, analyze, and repair malfunctioning systems; modify instruments; and reduce, analyze, and document test results.

#### 2.5 Receipt and Inspection of New Instruments and Systems

New instruments purchased by NASA, Langley Research Center, will be delivered to the Contractor's facility. In accordance with Instrument Research Division Instruction 91-1, Procedures for Receipt and Inspection Functions at Contractor-Operated Facility, the Contractor shall inspect these instruments within 10 calendar days of receipt to insure compliance with procurement specifications. The Contractor shall use standard techniques for instrument testing; devise new test techniques when no existing test standards apply; and analyze and document test results. Instruments failing to comply with procurement requirements shall be returned to the vendor by the Contractor, if appropriate.

#### 2.6 Instrument Pool

The Contractor shall provide operational support for LaRC's instrument loan pool including transporting instruments to be serviced between the pool and the Contractor's facility. Tasks shall include the issuing of instruments, maintaining instrument accountability and service history (approximately 100,000 items), advising users on instrument capabilities and applications, and recall of instruments on special loan or maintenance programs. Work shall be performed on-site in LaRC's Instrument Control Unit.

### SECTION E - INSPECTION AND ACCEPTANCE

#### E.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 PERFORMANCE

##### F.1 STOP-WORK ORDER (FAR 52.212-13) (AUG 1989)

(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 Default, or the Termination for Convenience of the Government, 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 or contract price, or both, 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 12 months from the effective date of this contract.

F.3 PLACE OF DELIVERY--ALTERNATE II (LARC 52.212-92) (JUN 1988)

Delivery of all items hereunder shall be f.o.b. Langley Research Center, except as may be specified in work orders.

F.4 PLACES OF PERFORMANCE--ALTERNATE II (LARC 52.212-98) (JUN 1988)

The places of performance shall be the Contractor's facility; NASA, Langley Research Center, Hampton, Virginia; Wallops Flight Facility, Wallops Island, Virginia; and other sites as may be designated by work orders.

F.5 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, Exhibit A, Contract Documentation Requirements and by individual work orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WORK ORDERS (LARC 52.212-101) (OCT 1991).

A. The work to be performed within the areas outlined in Section C, Description/Specifications/Work Statement, will be more specifically directed by means of written work orders issued by the Government (except for SOW Tasks 2.5 and 2.6), containing the following information:

1. Date; work order number
2. Requestor; monitor; requesting organization
3. Description of work, specifications and/or end item
4. Required schedule
5. Manpower estimate
- (\*) 6. Material cost estimate
- (\*) 7. Government-furnished items
- (\*) 8. Applicable special instructions

(\*) To be provided at the option of the Government.

B. Two copies of each work order will be furnished to the Contractor, one shall be retained by the Contractor and one shall be returned to the Contracting Officer's Technical Representative upon completion of the work specified therein. The work order shall contain, as applicable, actual completion dates and/or delivery dates, actual man-hours expended, actual material and labor costs incurred, and any remarks which the Contractor may wish to make with respect to his performance thereunder.

C. The Contractor shall furnish a control and reporting system capable of accurately obtaining on a weekly basis actual man-hours, labor costs, and material costs associated with each LARC work order number.

D. If any work order is considered by the Contractor to be outside the scope of this contract, or if the Contractor has reason to believe that he will exceed the scope of his contractual obligation (e.g. contract level of effort, contract funding, contract estimated cost) in the performance thereof, the Contractor shall immediately notify the Contracting Officer in writing, and shall not perform any work associated with the work order pending resolution by the Contracting Officer.

#### G.2 AWARD FEE EVALUATIONS (LARC 52.216-92) (JUN 1990)

A. The Contractor's performance hereunder shall be evaluated each period by an Evaluation Board in accordance with an established evaluation plan. A copy of this plan shall be furnished to the Contractor within sixty (60) days of the effective date of this contract. This plan may be modified by the Government and a copy of any modification will be provided to the Contractor. The Board shall review the Contractor's performance for each period in the following areas:

Performance of Work (Technical/Management)  
 Cost  
 Safety - 5%

B. The findings of the Board shall be reported to the Fee Determination Official (a cognizant individual at the program director level or higher of LARC management) who will determine to what extent the Contractor's performance for the preceding award fee evaluation period warrants payment of some portion of the available award fee specified in Section B. In no event will any unawarded portion of fee for any evaluation period become available for award in subsequent periods.

C. The Contractor will be notified of the Fee Determination Official's determination of award fee by the Contracting Officer in a Notice of Award Fee, and such decision shall be binding on both parties and not subject to the Section I clause entitled "Disputes - Alternate I."

D. In the event this contract is terminated prior to a regularly scheduled award fee determination, the fee to be paid to the Contractor shall be an appropriate portion of any available award fee, as may be determined by the Fee Determination Official.

E. The Contractor may submit evaluation plan recommendations pertinent to factors such as evaluation criteria, methods of measurement, definitions, ground rules, and relative importance to the Contracting Officer. Such recommendations

may be for the initial evaluation period or for subsequent periods. Recommendations for the initial period should be received by the Contracting Officer no later than the effective date of the contract and for subsequent periods no later than thirty (30) days prior to the beginning of the period.

G.3 SUBMISSION OF INVOICES--ALTERNATE I (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. Fee invoices shall be submitted through the NASA Contracting Officer with a copy to the delegated Audit Agency.

G.4 PAYMENTS--COST, AWARD FEE, AND FIXED FEE

A. Cost--Payments of cost on this contract will be made twice a month.

B. Award Fee--Payments of award fee shall be made in response to and in the amount of the Fee Determination Official's written Notice of Award Fee as set forth in G.2. Payments of award fee are subject to the withholding provision of the Section I clause entitled "Award Fee."

C. Fixed Fee--Payments of fixed fee shall be made in monthly installments based upon percentage of completion of work as determined by the Contracting Officer and subject to the withholding provisions of the Section I clause entitled "Fixed Fee."

D. Provisional Fee--Monthly provisional payments of award fee will be made in amounts not exceeding 60% of the monthly available award fee, i.e., 60% of the value of the pertinent award fee period divided by the number of months therein. Invoices for these monthly provisional fee payments shall be submitted directly to the Contracting Officer. Subsequent to each award fee determination, per G.2, an adjustment will be made to pay such additional award fee as may not have been paid through monthly provisional payments or to make a downward adjustment in fee payments should the provisional payments have exceeded the determined award fee. Such adjustments shall be made by the submission to the Contracting Officer of an adjustment award fee voucher.

E. General--Cost and fee invoices shall be submitted separately.

G.5 PAYMENT ADDRESS (LARC 52.232-93) (JUN 1988)

A. In accordance with the "Prompt Payment" clause, if payment is made by check, the address to which payment should be sent is:

Wyle Laboratories

P. O. Box 077777

Huntsville, AL 35807-7777

B. If payment is made by electronic funds transfer, payment will be forwarded to the financial institution and account identified in the TFS Form 3881 executed by the Contractor.

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

A. Reassignment--After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 126, who may be reached by telephone at (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 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 1206.399 (b) (4)**

H.2 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
Electronic Maintenance Technician Supervisor	\$15.54
Electro-Mechanical Maintenance Technician Supervisor	\$12.07
Instrument Calibration Aide	\$ 7.57
Calibration Engineering Technical	\$12.84 - \$14.14
Electronics Technician	\$10.50 - \$12.84
Experimental Electronics Mechanic	\$12.07
Camera Repair Mechanic	\$12.07
Engineering Technician	\$11.63 - \$14.14
Machinist	\$12.07
Engineering Draftsman	\$10.50
Instrument Control Clerk	\$ 6.75
Production Control Supervisor	\$11.63
Shipping/Receiving Clerk	\$ 9.53
Technical Editor	\$12.84
Technical Typist	\$ 7.57
Equipment Handler/Driver	\$ 9.00
Clerk Typist	\$ 6.75 - \$7.57

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

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. In addition, the items marked by an asterisk (\*) will be available for use by both on-site and off-site personnel.

(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 personal computers and office furniture.

(1) 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. This restriction does not pertain to the Contractor-furnished vehicles.

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

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

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

(f) 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.



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

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

- \* (h) On-Center and off-Center mail delivery.
- \* (i) Cafeteria privileges for Contractor employees during normal operating hours.
- \* (j) Publications, blank forms, magnetic tape, printer paper, and other data processing supplies stocked by the installation.
- \* (k) Access to LaRC's library facilities.
- \* (l) Fuel, scheduled maintenance, parts and repairs (except those covered by manufacturer's warranty) for all Contractor-provided vehicles.
- \* (m) Photographic services as required by work orders.
- \* (n) Government material cards issued to permit authorized Contractor personnel to draw from LaRC Store issue supplies; e.g., office, laboratory and shop supplies) provided such withdrawals are approved by the COTR.

#### H.4 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS

The Contractor is authorized to use on a no-charge, non-interference basis in the performance of this contract, the Government-owned Production and Research property provided to him under the contract(s) identified below. Such use is authorized on the basis that it will not interfere with performance of the Government contract(s) for which such property was provided and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

NAS1-19841(F) or successor contract

#### H.5 PROCUREMENT AUTHORITY--ALTERNATE II (201-39.5202-3) (OCT 90 FIRMR)

This acquisition is being conducted under a specific acquisition delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KMA 920222.

#### H.6 SECURITY CLEARANCE FOR CONTRACTOR EMPLOYEES

By virtue of their particular work assignment, certain 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). ALL security clearances shall be issued by the

Department of Defense (DOD). Within ten (10) working days after an employee is identified by the Government 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 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LaRC 52.204-91) (NOV 1991)

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

#### H.8 AUTOMATED INFORMATION SECURITY (AIS) PROGRAM/EMPLOYEE NATIONAL AGENCY CHECK (NAC) AND USER AGREEMENT EXECUTION (LaRC 52.239-90) (MAY 1991)

A. Work to be performed under this contract requires access to ADP equipment and processing areas. Therefore, the Contractor shall comply with the requirements of NASA's Automated Information Security Program. This program is separate and distinct from security programs for safeguarding classified information. Prior to performing any work in restricted-access computer rooms or accessing NASA ADPE (either remotely or on-site at LaRC), all Contractor employees must have a favorable NAC completed. The Contractor shall submit a properly executed NASA Form 531 (NF 531), Name Check Request, to the LaRC Security Officer, Mail Stop 182, for each Contractor employee who will work in restricted access computer rooms and/or access NASA ADPE. In addition, each such employee is required to be fingerprinted at the LaRC Badge and Pass Office, Building 1228, or by any authorized agency or department utilizing Fingerprint Card FD-258. Approximately 75 days are required to complete the NAC after receipt of the NF 531 and FD-258. The NAC is not required if an employee has a Secret or higher clearance. When it is necessary for an employee to perform any work in restricted access computer rooms prior to completion of the NAC, the employee may be escorted while at the site by an individual who has a favorable NAC or a higher level of investigation favorably adjudicated, or a Secret or higher clearance, or as otherwise approved by the Security Officer. Employees may access NASA ADP equipment prior to completion of the NAC only as approved by the LaRC Security Officer on a case-by-case basis.

may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

H.13 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.14 WAGE DETERMINATIONS AND FRINGE BENEFITS (LaRC 52.237-90)  
(NOV 1990)

The Register of Wage Determinations and Fringe Benefits, Number 78-1030, Rev 22, dated August 8, 1992, lists the wage rate and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. This determination constitutes the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965." A copy of this wage determination is attached hereto as Exhibit B.

H.15 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 June 17, 1992 is hereby incorporated herein by reference.

H.16 WORK SCHEDULE

In order that the necessary and proper inspection of the Contractor's work may be effectively accomplished, and to assure the availability of required Government interface, the Contractor shall schedule work performance hereunder so as to be compatible with the established workweek and hours of work observed by the Government organization having cognizance over the work being performed.

H.17 OPTION TO TRANSFER LEASE ON CONTRACTOR-PROVIDED VEHICLES

The Contractor agrees to enter into a long-term lease(s) for the Contractor-furnished vehicles to be used in the performance of this contract, which is

B. The Contractor shall insure that all Contractor personnel execute a user agreement, Form No. ACD N-865, Responsibilities of Users of the NASA/LaRC Central Scientific Computer Complex, and any other forms that may be required by the Government prior to having access to NASA ADP resources. Unauthorized access to and/or use of LaRC computing systems is a violation of law and punishable under the provisions of 18 USC 1029, 18 USC 1030, and other applicable statutes. For compliance with Center Computer security policy, the Contractor shall promptly notify the Contracting Officer's Technical Representative (COTR) when an authorized user employee no longer requires computer access.

#### H.9 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (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 at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

#### H.10 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 D and is hereby made a part of this contract.

#### H.11 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.12 STATE AND LOCAL SALES TAXES - VIRGINIA (LaRC 52.229-92) (MAR 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

subject to being cancelled if the prime Contractor does not continue to perform the contract throughout the useful life of the vehicles (e.g., the Contractor is not selected in a subsequent recompetition). The lease(s) shall have an option to transfer the lease(s) to a successor Contractor.

#### H.18 CONSENT TO SUBCONTRACT

Notwithstanding the provisions of FAR 52.244-2, Subcontracts (Cost Reimbursement and Letter Contracts) (JUL 1985) Alternate I (APR 1985), the Contractor shall obtain the Contracting Officer's consent before award of a subcontract exceeding \$25,000.

#### H.19 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is February 1 through January 31. However, G&A underruns associated with any of the Contractor's fiscal years may be used to offset a rate overrun associated with another fiscal year throughout the total contract period. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

<u>Indirect Cost Pool</u>	<u>Contractor F.Y.</u>	<u>Ceiling Percentage</u>	<u>Allocation Base</u>
General & Administrative (G&A)	1993	<b>Deleted 14 CFR 1206.300 (b) (4)</b>	
	1994		
	1995		
	1996		
	1997		
	<u>1998</u>		

Total 5-year average rate

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on June 17, 1992. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings. If Government action or Agency budget constraints cause significant reductions to the contract effort, the Contractor shall submit a proposal for adjustment of the ceilings within 30 days of such impact. In the event that the parties cannot agree on new ceilings, the Contracting Officer may equitably adjust the ceilings.

## H.20 OPTIONS

## A. Priced Options/Extended Services

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," and FAR 37.111, the Contractor hereby grants to the Government options to extend the term of the contract for two 12-month periods, one 24-month period, and six 1-month periods. The first through the third option periods are to be exercisable by issuance of a unilateral modification no later than 30 calendar days prior to the expiration of the contract. The fourth through the ninth option periods are to be exercisable by issuance of a unilateral modification no later than 15 calendar days prior to the expiration of the contract. Upon exercise of such option(s) by the Government, the following items will be increased by the amounts specified below for each option period.

1. First through Third Options

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>
Period of Performance (Ref. F.2)	12 months	12 months	24 months
Level of Effort (Ref. B.2)	382,825 hours	382,825 hours	765,650 hours
ODC Limitation (Ref. B.3)	\$ 947,000	\$ 947,000	\$ 1,895,000
Estimated Cost (Ref. B.3)	\$9,888,000	\$10,142,000	\$21,109,000
Award Fee (Ref. B.3)	\$ 692,000	\$ 710,000	\$ 1,477,000
Award Fee Avail. (Ref. B.3):			
10/1/93 - 3/31/94	\$ 346,000		
4/1/94 - 9/30/94	\$ 346,000		
10/1/94 3/1/95		\$ 355,000	

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>
4/1/95 - 9/30/95		\$ 355,000	
10/1/95 - 3/31/96			\$ 364,500
4/1/96 - 9/30/96			\$ 364,500
10/1/96 - 3/31/97			\$ 374,500
4/1/97 - 9/30/97			\$ 374,500
Subcontracting Plan (Exhibit D):			
Total Planned Subcontracting	\$ 977,000	\$ 977,000	\$1,954,000
Small Business (SB) Goal	\$ 410,000	\$ 420,000	\$ 879,000
Small Disadvantaged Business (SDB) Goal	\$ 79,000	\$ 81,000	\$ 164,000

2. Fourth through Ninth Options

<u>Item</u>	<u>Fourth Option Period</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>
Period of Performance (Ref. F.2)	1 month	1 month	1 month	1 month	1 month	1 month
Level of Effort (Ref. B.2)	31,902 hours	31,902 hours	31,902 hours	31,902 hours	31,902 hours	31,902 hours
ODC Limitation (Ref. B.3)	\$ 79,000	\$ 79,000	\$ 79,000	\$ 79,000	\$ 79,000	\$ 79,000
Estimated Cost (Ref. B.3)	\$915,167	\$915,167	\$915,167	\$915,167	\$915,166	\$915,166

<u>Item</u>	<u>Fourth Option Period</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>
Fixed Fee (Ref. B.3)	\$ 64,000	\$ 64,000	\$ 64,000	\$ 64,000	\$ 64,000	\$ 64,000
Subcontracting Plan (Exhibit D):						
Total Planned Subcontracting	\$ 80,500	\$ 80,500	\$ 80,500	\$ 80,500	\$ 80,500	\$ 80,500
Small Business (SB) Goal	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000
Small Disadvantaged Business (SDB) Goal	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000

B. Priced Option - Additional Level of Effort and Other Direct Costs  
(ODC's)

1. The Contractor hereby grants to the Government options to increase the contract level of effort and the ODC limitation by the amounts specified below for each period. The Government's options may be exercised once or multiple times in minimum increments of 1,875 hours of effort or \$5,000 in ODC's. Such options are to be exercisable by issuance of a unilateral modification.

	<u>Level of Effort (Ref. B.2)</u>	<u>ODC's (Ref. B.3)</u>
Initial Period	31,875 hours	\$750,000
First Option Period	56,250 hours	\$450,000
Second Option Period	80,625 hours	\$450,000
Third Option Period	196,875 hours	\$900,000
Fourth Option Period	10,000 hours	\$ 37,500



	<u>Level of Effort (Ref. B.2)</u>	<u>ODC's (Ref. B.3)</u>
Fifth Option Period	10,000 hours	\$ 37,500
Sixth Option Period	10,000 hours	\$ 37,500
Seventh Option Period	10,000 hours	\$ 37,500
Eighth Option Period	10,000 hours	\$ 37,500
Ninth Option Period	10,000 hours	\$ 37,500

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

		<u>Rate Per Hour</u>	<u>Rate Per ODC Limitation Dollar</u>	<u>Total Planned Subcontracting Per ODC Limitation Dollar</u>	<u>SB Goal</u>	<u>SDB Goal</u>
Initial Period	Cost	\$20.36		\$1.00	\$0.41	\$0.04
	Award Fee	1.41				
First Option	Cost	\$20.84		\$1.00	\$0.42	\$0.04
	Award Fee	1.46				
Second Option	Cost	\$21.43	<b>Deleted 14 CFR 1206.300 (b) (4)</b>	\$1.00	\$0.43	\$0.045
	Award Fee	1.50				
Third Option	Cost	\$22.40		\$1.00	\$0.45	\$0.05
	Award Fee	1.57				
Fourth Option	Cost	\$23.41		\$1.00	\$0.45	\$0.06
	Fixed Fee	1.64				
Fifth Option	Cost	\$23.41		\$1.00	\$0.45	\$0.06
	Fixed Fee	1.64				

		<u>Rate Per Hour</u>	<u>Rate Per ODC Limitation Dollar</u>	<u>Total Planned Subcontracting Per ODC Limitation Dollar</u>	<u>SB Goal</u>	<u>SDB Goal</u>
Sixth Option	Cost	\$23.41		\$1.00	\$0.45	\$0.06
	Fixed Fee	1.64				
Seventh Option	Cost	\$23.41	<b>Deleted 14 CFR 1206.300 (b) (4)</b>	\$1.00	\$0.45	\$0.06
	Fixed Fee	1.64				
Eighth Option	Cost	\$23.41		\$1.00	\$0.45	\$0.06
	Fixed Fee	1.64				
Ninth Option	Cost	\$23.41		\$1.00	\$0.45	\$0.06
	Fixed Fee	1.64				

3. Increases in the award fee will be allocated to the applicable award fee schedule period.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

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

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.252-2	Clauses Incorporated by Reference (JUN 1988)
52.202-1	Definitions (SEP 1991)
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)
52.204-2	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)

52.232-28 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)  
 52.245-5 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)  
 52.251-1 Government Supply Sources (APR 1984)  
 52.253-1 Computer Generated Forms (JAN 1991)

#### NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
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)
18-52.216-75	Payment of Fixed Fee (DEC 1988)
18-52.216-76	Award Fee (DEC 1988)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.223-70	Safety and Health (DEC 1988)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-72	Observance of Legal Holidays (SEP 1989) Alternate II (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.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.252-2	Clauses Incorporated by Reference (JUN 1988)
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)
52.204-1	Approval of Contract (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)  
 52.222-2 Payment for Overtime Premiums (JUL 1990)  
 Overtime premiums cannot exceed zero.  
 52.222-3 Convict Labor (APR 1984)  
 52.222-4 Contract Work Hours and Safety Standards Act - Overtime  
     Compensation (MAR 1986)  
 52.222-18 Notification of Employee Rights Concerning Payment of  
     Union Dues or Fees (MAY 1992)  
 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)  
 52.223-2 Clean Air and Water (APR 1984)  
 52.223-3 Hazardous Material Identification and Material Safety  
     Data (NOV 1991) Alternate I (NOV 1991)  
 52.225-11 Restrictions on Certain Foreign Purchases (APR 1991)  
 52.227-1 Authorization and Consent (APR 1984)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright  
     Infringement (APR 1984)  
 52.227-11 Patent Rights - Retention by the Contractor (Short Form)  
     (JUN 1989)--as modified by NASA FAR Supplement  
     18-52.227-11  
 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)

52.215-24	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)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.223-6	Drug-Free Workplace (JUL 1990)
52.232-25	Prompt Payment (APR 1989)
52.242-13	Bankruptcy (APR 1991)
52.252-6	Authorized Deviations in Clauses (APR 1984)
18-52.204-76	Security Requirements for Unclassified Automated Information Resources (JUN 1990)
18-52.223-72	Potentially Hazardous Items (DEC 1988)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property (MAR 1989)

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

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

### I.4 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.

## 1.6 APPROVAL OF CONTRACT (FAR 52:204-1) (DEC 1989)

This contract is subject to the written approval of Procurement Officer and shall not be binding until so approved.

#### I.7 SUBCONTRACTOR COST OR PRICING DATA (FAR 52.215-24) (APR 1985) (DEVIATION)

(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.8 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.9 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 the time specified in the schedule; 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 66 months.

#### I.10 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

(a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) **Applicability.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) **Compensation.**

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will

notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of-1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) **Adjustment of Compensation.** If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to

adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant

to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of Section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

- (A) Name and address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative, under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of Payment and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report this fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.



(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(q) Variations, Tolerances, and Exemptions Involving Employment.**

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

**(r) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

**(s) Tips.** An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, that the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) **Disputes Concerning Labor Standards.** The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 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(4)), 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 BANKRUPTCY (FAR 52.242-13) (APR 1991)

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

#### I.14 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.15 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES (NASA 18-52.204-76) (JUN 1990)

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and the clauses of this contract, the Contractor shall obtain special identification, as required by the computer security manager, for its personnel who need unescorted or unsupervised physical access or electronic access to the following limited or controlled areas, systems, programs and data: NASA/LaRC Central Scientific Computer Complex or other restricted-access computer rooms at LaRC (Ref. H.9 on Page 16 of this contract.)

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

#### I.16 POTENTIALLY HAZARDOUS ITEMS (NASA 18-52.223-72) (DEC 1988)

(a) The Contractor shall furnish complete design information and drawings showing all details of construction, including materials, for the following items or components:

solvents, degreasers, acids, petroleum products, and other potentially hazardous chemicals

These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. The Contractor shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work.

(b) The requirement for delivery of data supersedes any terms of this contract permitting withholding of data.

(c) The Contractor shall include this clause, including this paragraph (c), in each subcontract at any tier under the contract that calls for the manufacture or handling of the items or components designated according to paragraph (a) above as potentially hazardous.

#### I.17 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (NASA 18-52.245-73) (MAR 1989)

(a) The Contractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in Section 18-45.7101 of the NASA FAR Supplement, except that the reporting of space hardware shall be required only as directed in clause 18-52.245-78, Space Hardware Reporting, if applicable.

(b) If administration of this contract has been delegated to the Department of Defense, the original and three copies of NASA Form 1018 shall be submitted through the DOD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the forms shall be submitted directly to the following NASA office:

NASA, Langley Research Center  
Attn: Industrial Property Office, M/S 377  
Hampton, VA 23681-0001

(c) The annual reporting period shall be from July 1 of each year to June 30 of the following year.

(d) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not to the Government. The Contractor shall require the subcontractors' reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.

(e) The Contractor's report shall consist of a consolidation of the subcontractors' reports and the Contractor's own report.



## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- Exhibit A        Contract Documentation Requirements, 8 pages
- Exhibit B        Register of Wage Determinations and Fringe Benefits, 78-1030,  
Rev. 22, August 8, 1992, 24 pages
- Exhibit C        Contract Security Classification Specification, DD Form 254,  
2 pages
- Exhibit D        Subcontracting Plan, 6 pages

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

## I. 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:

Direct Labor Hours - S.T.  
 Direct Labor Hours - O.T.  
 Direct Labor Hours - Total  
 Direct Non-LOE Hours - Total  
 Direct Labor \$ - S.T.  
 Direct Labor \$ - O.T.  
 Direct Non-LOE \$ - Total  
 Overhead \$  
 Overhead Rate %  
 ODCs Subject to Limitation:  
   Material  
   Travel  
 Total ODCs Subject to Limitation:  
 ODCs Not Subject to Limitation:  
 Subtotal  
 G&A \$  
 G&A Rate  
 Overtime Premium \$  
 Odd Shift Premium \$  
 Field Supplement \$  
 Total Cost

5. Each 533M shall include a narrative explanation for monthly variances exceeding 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 A.4. above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form.

C. Award Fee Period Analysis--Within ten (10) working days after the conclusion of each award fee evaluation period, the Contractor shall submit an analysis of actual versus planned costs and hours for each of the categories described in the above Financial Management Reports section. This analysis shall be for the award fee evaluation period only, and shall consist of only total contract values (not for each work order). A narrative explanation for each significant variance shall also be included.

D. Management and Operations Plan--Within fifteen (15) calendar days after contract award, the Contractor shall submit for the Contracting Officer's approval a comprehensive Management and Operations Plan containing, as a minimum, the following:

1. Continuing Plan--Detailed plans for maintaining competent staffing at each organizational level. These plans shall include the methods to be employed in accommodating fluctuating workloads, for backup arrangements to accommodate personnel absences, for personnel training and for recruiting replacements and additional personnel. Include management policies which contribute to employee retention, morale and productivity, such as career development, fringe benefits, leave, salary, employee recognition, and recognizing and correcting morale problems.

2. Technical Operations Plan--Plans for organizing, assigning resources, and performing each task area outlined in the Statement of Work; tracking and controlling the work; recognizing and reporting technical problems and schedule slippages and follow-up on reported problems. In addition, include a brief description of: the proposed method of controlling actual versus planned costs; procurement functions to be performed at the Contractor's facility/home office; your purchasing practices and procedures; plans for selecting, monitoring and administering any proposed subcontract effort; and plans for maintaining operational status of Contractor-furnished Items and Government-furnished Equipment.

3. Contractor's Facility--Location, general description, and interior layout of the facility, including lease and/or purchase agreements, the method planned for maintaining full operational capability of the facility.

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

5. 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 initial contract period (12-months). Financial baseline plans for each of the remaining option periods (except for the six 1-month option periods) shall be submitted within 10 days of the anniversary of the effective date of this contract. Financial baseline plan revisions resulting from the exercise of priced option hours or ODC's shall be submitted 10 days following the effective date of the option being exercised. 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.

E. Safety and Health Plan--Within 30 calendar days after the effective date of the contract, the Contractor shall submit a detailed safety and health plan showing how the Contractor intends to protect the life, health, and well being of NASA and Contractor employees as well as property and equipment. This plan, as approved by the Contracting Officer, shall be in accordance with NASA FAR Supplement 18-52.223-73 and should contain, as a minimum, the following:

1. Points of Contact and Responsibility - Organizational flow chart and description of responsibilities of each employee in your organization for safety.

2. Employee Safety Training, Certification and Programs - Detailed information on type of training required, parties responsible for certification, and outline of applicable regulations. Detail company programs which emphasize personal safety and motivate employees to be safety conscious.

3. LaRC Safety Policies/Procedures - Recognition of applicable LaRC safety policies and procedures such as Langley Handbook 1710.10, LaRC Red Tag System.

4. Accident Investigation and Reporting - Procedures for investigating and reporting accidents/incidents including immediate notification to the NASA LaRC Safety Manager of all injuries and damage to equipment or facilities.

5. Hazardous Operations -

- (a) Description of hazardous operations involved in contract performance.

- (b) Plans for apprising employees of all hazards to which they may be exposed.

- (c) Proper conditions and precautions for safe use and exposure to hazardous operations. Include recognition of LHB 1710.12, Potentially Hazardous Materials.

6. Equipment Inspection/Repair - Procedures for equipment safety inspection and repair.

7. Other Safety Considerations - Any other safety considerations unique to your operation.

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

G. 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 .

H. Collective Bargaining Agreements--The Contractor shall provide the Contracting Officer with copies of any collective bargaining agreements, and amendments thereto, which arise during the course of the contract and which apply to Contractor employees assigned to the contract.

I. Report of Government-Owned/Contractor Held Property (NASA FORM 1018)--The Contractor shall submit the NASA Form 1018 no later than July 31 of each year in accordance with the Section I clause entitled "Financial Reporting of Government-owned/Contractor-held Property."

J. Documentation for Transferring Property to the Government

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

(a) Property Utilized in the Performance of this Contract at Langley Research Center. The transfer of accountability shall be initiated by the Contractor submitting a Requisition and Invoice/Shipping Document, DD Form 1149, accompanied by a copy of the Contractor's applicable purchasing document for the property. The Contractor shall insert both the Contractor's Subcontract/ Purchase Order number and the Government contract number of the DD Form 1149 under the "Federal Stock Number, Description, and Coding of Material and/or Services" block. If the property is delivered to Langley Research Center, the DD 1149 and the supporting documentation must be submitted within 5 workdays after acceptance of the item by the Contractor. If the property is to be transferred from another location to Langley Research Center, the DD 1149 and other documents must be submitted prior to delivery of the property to the Government. Receipt by the Contractor of a copy of the DD 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

(b) Other Deliverable Property. For all other property specified as a deliverable under this contract, including property delivered under any work orders or task assignments issued under the contract, the Contractor shall submit a completed Material and Inspection and Receiving Report, DD Form 250, upon delivery.

K. Quarterly List of Contractor-Acquired Government Property (PROC. Form P-300 - Within 30 days after the end of each calendar-year quarter (that is, not later than January 30, April 30, July 30, and October 30), the Contractor shall submit on a P-300 (or in a format containing equivalent data) a list of equipment and materials (in lots as applicable) acquired during that quarter by the Contractor for the Government's account, including all property previously reported on DD Forms 1149, Requisition and Invoice/Shipping Document. Each item

or lot shall be assigned a consecutive item number which shall remain assigned to the same item or lot throughout the life of the contract. If no equipment or materials were acquired during a quarter, the Contractor shall submit a negative report.

L. 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.

M. Report on NASA Subcontracts (NASA Form 667)--The Contractor shall submit this report in accordance with the instructions on the form.

N. Skill Mix and Wage Report--Within 30 calendar days after the effective date of this contract, the Contractor shall furnish to the Government a skill mix and wage report that includes company position titles and current hourly rates. Unless new or additional, any company job titles that differ from the Government job titles specified in Attachment 1 of the RFP shall be cross-referenced to the Government job titles.

Within 30 calendar days after the end of each contract year, the Contractor shall furnish to the Government a follow-up report that includes the foregoing information plus the percentage (if any) each labor rate has escalated since the last report, an explanation by position of those escalations which exceed 3% percent since the last report, and the amount of cash awards or bonuses (if any).

O. Biweekly Manpower Report--On a biweekly basis, the Contractor shall submit a man-hour utilization report illustrating the actual man-hours expended against each assigned work order.

P. Monthly Progress Report--The Contractor shall submit a monthly progress report summarizing work progress, manpower utilization, and material expenditures for assigned work orders. All direct hours reported on the 533 shall be totally accounted for as man-hour charges (1) to appropriate work orders for Tasks 2.1, 2.2, 2.3, and 2.4; (2) to ongoing service functions outlined in Tasks 2.5 and 2.6, (3) to key personnel (3) functions (non-level of effort), and (4) to support personnel (2) functions (non-level of effort). This report shall be submitted within 10 days following the end of the reporting period, and shall comply with the format as dictated by the Management and Operations Plan. The Government will meet with the Contractor for review and discussion of this report.

Q. Quarterly Progress Report--The Contractor shall submit a Quarterly Progress Report summarizing work progress and trends, manpower utilization for assigned work orders, material expenditures, and successful and unsuccessful work order accomplishments with backup explanations.

R. Semiannual Equipment Report--The Contractor shall submit a Semiannual Government-Furnished Equipment Report summarizing maintenance/calibration performed on the equipment.

S. Monthly Staffing Report--The Contractor shall submit a monthly report listing the staffing for that month for each organizational task area.

T. Monthly Management Reports--On a monthly basis, the Contractor shall submit a management report consisting of the following information which shall be reported separately:

1. Monthly Purchase Authorization Summary--Describe purchases of materials, repair parts, and services for the preceding month.

2. Monthly Travel Cost Summary--A summary of travel costs (by element) associated with lidar and acoustics support.

U. Award Fee Evaluation Plan--The award fee plan will include separate criteria in which to evaluate the Contractor's continuous improvement achievements during each six-month evaluation period. Accordingly, the Contractor shall submit the following information:

1. Identification and description of the continuous improvement area(s) to be considered for award fee evaluation.

2. Quantification of the expected tangible improvements.

3. Identification of the applicable metrics to be used to measure actual achievement of the improvements.

4. Milestones for development and implementation of the improvements.

5. Summary of Contractor's achievements associated with meeting identified continuous improvement objectives.

Items 1-4 should be submitted for each of the six-month evaluation period and should be received by the Government no later than 15 working days after the start of each evaluation period. Item 5 shall be submitted to the Government along with the Award Fee Period Analysis (Ref. Paragraph I.c above), which is due within 10 working days after the conclusion of each award fee evaluation period.

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-  
Hampton, VA 23681-0001

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
- C--Cost Accounting, Mail Stop 135
- D--Safety Manager, Mail Stop 429
- E--Industry Relations Office, Mail Stop 105
- F--Programs and Resources Division, Mail Stop 104
- G--Patent Counsel, Mail Stop 143
- H--Industrial Property Office, Mail Stop 377
- I--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, E-1, F-1
Award Fee Period Analysis	A-1, B-1
Management and Operations Plan and Revisions	A-2, B-2
Safety and Health Plan	A-1, B-1, D-1
Quarterly Accident/Injury Report	A-1, B-1, D-1
Conformable Wage Rate Adjustment	A-1, B-1, E-1
Collective Bargaining Agreement	A-1, B-1, E-1
Report of Government-Owned/Contractor-Held Property (NASA Form 1018)	A-1, B-1, H-4
Documentation for Transferring Property to the Government	H-1
Quarterly Listing of Contractor-Acquired Property (NASA Langley Form PROC./P-300)	A-1, H-1



Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, I
Summary Subcontractor Report (Standard Form 295)	I
Report on NASA Subcontracts	A-1, I
Annual Skill Mix and Wage Report	A-1
Biweekly Manpower Report	B-3
Monthly Progress Report	A-1, B-3
Quarterly Progress Report	A-1, B-3
Semiannual Equipment Report	A-1, B-3
Monthly Staffing Report	A-1, B-1
Monthly Management Report	A-1, B-1
Patent Rights Report	A-1, B-1, G-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 B

REGISTER OF WAGE DETERMINATIONS

NO. 78-1030 (REV. 22) AUGUST 8, 1992

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 Director  
 Division of  
 Wage Determinations

LOCALITY	State: Virginia		
	Area: VA COUNTIES: HAMPTON		
Wage Determination No.: 78-1030 (Rev. 22) Date: 08/08/1992			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

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 III       | \$ 8.38  |
| 16. Secretary IV        | \$ 8.92  |
| 17. Secretary V         | \$ 9.79  |
| 18. Stenographer I      | \$ 10.23 |
| 19. Stenographer II     | \$ 7.34  |
| 20. Stenographer III    | \$ 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

LOCALITY	State: Virginia
	Area: VA COUNTIES: HAMPTON

Wage Determination No.: 78-1030 (Rev. 22) Date: 08/08/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

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			
43. Drafter I	\$	6.82			

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  
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Alan L. Moss      Division of  
 Director      Wage Determinations

LOCALITY	State: Virginia Area: VA COUNTIES: HAMPTON
----------	---

Wage Determination No.: 78-1030 (Rev. 22) Date: 08/08/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

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 4/	\$ 9.71			
53. Registered Industrial Nurse 4/	\$ 13.00			
54. A/C Sheetmetal Mechanic	\$ 12.61			

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

1/      2/      3/

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 \$2.23 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 name 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 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 agreement of the 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 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 \*\*\*\*\*

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

between 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 span more than one LR level, the introductory paragraph at the beginning of each LR 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.)

**LR-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.

**LR-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 program(s) 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.

**LR-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,

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.

Excluded from this definition are:

- a. Trainee positions not requiring a fully qualified stenographer.
- b. 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.
- c. 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.
- d. Stenographers, such as shorthand reporters, who record material verbatim at hearings, conferences, or similar proceedings.

**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 .....	1*	11	III	IV
LS-2 .....	1*	111	IV	V
LS-3 .....	1*	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.)

**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

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 charge. 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.

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 comparing 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

### 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.

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.

## 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 test problems 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.)

### 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 wholesate 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.

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 assists.

#### 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 procedures 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

## 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



#### 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

EXHIBIT C

CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254

**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

**TOP SECRET**

b. LEVEL OF SAFEGUARDING REQUIRED

None

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

<b>X</b>	a. PRIME CONTRACT NUMBER	NAS1-19722
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)

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

<b>X</b>	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 920921
	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 NAS1-18522 (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 WYLE LABORATORIES 3200 MAGRUDER BOULEVARD HAMPTON, VA 23666	b. CAGE CODE 7B422	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Investigative Service 2461 Eisenhower Aveue Alexandria, VA 22331
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**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
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**8. ACTUAL PERFORMANCE**

a. LOCATION NASA Langley Research Center Hampton, VA 23681	b. CAGE CODE ZZ413	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) n/a
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**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**  
  
Instrument Support Services

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

EXHIBIT D  
SUBCONTRACTING PLAN

## 3.2 SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

### 3.2.1 Introduction

Wyle Laboratories has developed this Subcontracting Plan for implementation during contract performance of the services solicited under NASA - Langley Research Center Solicitation 1-39-1270.0267 entitled "Instrument Support Services". This plan is in strict compliance with Public Law 95-507 and the solicitation clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)". In this regard, the plan is structured to make maximum practical use of small business and small disadvantaged business concerns where subcontracting opportunities exist and such use is consistent with the overall contract objectives.

### 3.2.2 Policy Statement

Wyle Laboratories' Scientific Services and Systems Group policy is to encourage small business firms to become suppliers and subcontractors to our organization. Our Contract Administration Manager, Deleted 14 CFR 1206.300 (b) (4) is responsible for ensuring that the letter and spirit of this policy is in compliance with Public Law 95-507.

Wyle will establish goals for the participants of Small Business and Small Disadvantaged Business firms under any contract exceeding five hundred thousand dollars (\$500,000) where a subcontracting opportunity exists. Establishing these goals and their incorporation into subcontracting plans for specific proposals and contracts requires active participation by all members of our management team.

### 3.2.3 Subcontract Goals

The primary goal of the subcontracting plan is to establish a workable and realistic program through which small business concerns and small business concerns, owned and controlled by socially and economically disadvantaged individuals as well as women-owned businesses, historically black colleges and universities and minority institutions, and rural area small businesses are afforded maximum practicable opportunity to compete and participate in subcontracts issued during the period of performance of the proposed contract. Wyle has made a thorough assessment of the task areas within the statement of work to determine their applicability regarding subcontracting. We have considered the technical nature of the task area and the depth of talent required; the

need for uninterrupted services throughout the contract period of performance; and the degree of supervision and experience required in each; as well as other related criteria. We understand that subcontracting, while fulfilling certain governmental regulations, should not result in a decrease in the overall capabilities afforded the Government when compared to the entire effort as a prime contractor function. Since this will be a labor intensive contract, Wyle does not plan to subcontract any of the support services labor hours. Therefore, based on the government's estimated subcontract requirements for the proposed contract, the following subcontracting goals expressed both as dollar values and percentages of total planned subcontracting dollars have been established for small business (SB) and small disadvantaged business (SDB) concerns.

	<u>Total</u>	<u>SB</u>	<u>SDB</u>
Initial Contract Period (1 Year)	\$ 977,000	\$400,000/41%	\$ 78,000/8.0%
First Option Period (1 Year)	977,000	410,000/42%	79,000/8.1%
Second Option Period (1 Year)	977,000	420,000/43%	81,000/8.3%
Third Option Period (2 Years)	1,954,000	879,000/45%	164,000/8.4%
Fourth thru Ninth Option Periods (6 Months)	483,000	217,000/45%	41,000/8.5%

Options to Increase ODC Limitations

	<u>Total</u>	<u>SB</u>	<u>SDB</u>
Initial Contract Period (1 Year)	\$450,000	\$184,000/41%	\$18,000/4.0%
First Option Period (1 Year)	450,000	184,000/42%	18,000/4.0%
Second Option Period (1 Year)	450,000	193,000/43%	20,000/4.5%
Third Option Period (2 Years)	900,000	405,000/45%	45,000/5.0%
Fourth thru Ninth Option Periods (6 Months)	225,000	101,000/45%	14,000/6.0%

**3.2.4 Supplies and Services to be Subcontracted**

The principal supplies and services anticipated to be subcontracted and the identification of those areas where it is planned to use small business (SB) and small disadvantaged businesses (SDB) are as follows:

**Deleted 14 CFR 1206.300 (b) (4)**

**Deleted 14 CFR 1206.300 (b) (4)**

**3.2.5 Indirect and Overhead Costs**

Indirect and overhead costs have been included in the subcontracting goals established for small business (SB) and small disadvantaged businesses (SDB). Supplies and services anticipated to be subcontracted are as follows:

**Deleted 14 CFR 1206.300 (b) (4)**

**3.2.6 Method Used to Identify Goals**

The goals established for small business and small disadvantaged businesses are based on prior contract experience for similar types of services.

**3.2.7 Subcontracting Sources**

Wyle utilizes Small Business and Small Disadvantaged Business Concerns to the maximum extent as subcontract sources. We will use resources such as the Wyle Vendor Listing for Small and Small Disadvantaged Business Concerns; the Small Business Administration Procurement Automated Source System; "Try Us", published by the National Minority Business Campaign and other similar business directories provided by small business and small disadvantaged business organizations or associations.

**3.2.8 Responsible Individual for Administration of Subcontracting Plan**

The Systems and Support Service Operations Contract Administration Manager, \_\_\_\_\_ will be primarily responsible for the administration and monitoring of this Subcontracting Plan.

Duties include total management of this plan to ensure compliance with the

content of the plan, including personal participation in the procurement planning and selection of potential sources to assure maximum opportunities are offered to small and small disadvantaged business concerns.

### **3.2.9            Management of Subcontractor's Plans (Flow Down)**

Wyle Laboratories will include the clause entitled, "Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns" in all subcontracts (except those awarded small business) which are in excess of \$500,000 (\$1,000,000 construction of any public facility) and may offer further subcontracting opportunities. We understand the importance of subcontracting with small and small disadvantaged businesses, women-owned businesses, historically black colleges and universities, minority institutions, and rural area small businesses. We manage our plans aggressively to assure the Government of our compliance with Public Law 95-507. We encourage open communication between Wyle personnel and our subcontractors to stimulate the effective implementation of a comprehensive program to promote participation by small business concerns and small businesses owned and controlled by socially and economically disadvantaged individuals. We also require appropriate subcontractors to submit mandatory reports and maintain records which facilitate proper review by Wyle and/or the Government.

### **3.2.10            Subcontract Allocation**

For all competitive subcontracts to be awarded under this plan, Wyle will make a concentrated effort to solicit participation from qualified small and small disadvantaged business firms. All available resources will be used to locate qualified firms. In cases where time or technical constraints preclude competition, the manager of this plan will require justification for subcontracting decisions.

### **3.2.11            Availability of Records**

Wyle's records concerning subcontracting matters on this contract will be available to the Contracting Officer or his duly-authorized representative. The manager of this plan is the contact point for any review or survey to determine compliance with this plan.



### 3.2.12 Records

The following records will be maintained and be available to verify our performance on this subcontract plan:

1. All purchase orders are coded to denote small business and small disadvantaged business, as applicable. The number of purchase orders released and their value are accumulated.
2. A small business and small disadvantaged business source list, guides, and other data identifying small businesses and small disadvantaged businesses will be maintained.
3. We will maintain records on all applicable solicitations where the resulting award is expected to exceed \$100,000. These records will indicate: (a) whether small business was solicited, and if not, why not; (b) whether small disadvantaged business was solicited, and if not, why not; and (c) reasons for the failure of solicited small business or small disadvantaged business to receive the subcontract award. Subcontracting records will be maintained for a period of three years after contract close-out.
4. The following records will be maintained to support other outreach efforts:
  - a. Contacts with Minority and Small Business trade associations.
  - b. Contacts with business development organizations.
  - c. Attendance at small and minority business procurement conferences and trade affairs.

### 3.2.13 Reports

Wyle Laboratories will provide the following records to the Government to verify implementation of this subcontracting plan:

1. Records to support award data including name, address, and size of the subcontractor.
2. Standard Forms 294 and 295 as required to document progress on and compliance with the goals of this plan.

We will submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting Agency or the Small Business Administration in order to determine the extent of compliance with the plan.

**3.2.14**                    Effective Date

This plan will become effective upon contract award.

**3.2.15**                    Certification

I, the undersigned, do herewith assure that Wyle Laboratories will include subcontract clauses required by this contract in all subcontracts which offer further subcontracting opportunities, and that we will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$1,000,000 in the case of a contract for construction of any public facility or in excess of \$500,000 in the case of all other contracts, to adopt a plan similar to this plan.

Contract Administration Manager

**Deleted 14 CFR 1206.300 (b) (4)**