

## **CONTRACT NAS1-20100**

The following indicates what information is considered exempt from disclosure:

- From Section H-1: Key Personnel, p. 8;
- From Section H-14: Indirect ceiling rate percentages, p. 14;
- From Exhibit C, Subcontracting Plan: Names of Personnel, pps. 95-97; types of supplies and names of sources, p. 96.

The material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 115 CFR 3501	<b>RATING</b> DO-C9	<b>PAGE OF PAGE</b> 1   111
2. CONTRACT (Proc. Inst. Ident.) NO. NAS1-20100		3. EFFECTIVE DATE 7/1/94	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1-39-5681.1014	
3. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		<p style="text-align: center;"><b>CREATED BY BOTH PARTIES</b></p> Delegation Being Made Via NASA Form 1430 Criticality Designator C		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code)  Technology Applications, Inc. 6101 Stevenson Avenue Alexandria, VA 22304		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT N/A
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM See G.3.

CODE	FACILITY CODE	11. SHIP TO/MARK FOR See F.5.	12. PAYMENT WILL BE MADE BY Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23681-0001
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)	14. ACCOUNTING AND APPROPRIATION DATA See Page 1A.
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Recertification and Configuration Management Services				
				<u>Est. Cost</u>	<u>Fee</u>
					<u>Total</u>
		Initial Period		\$ 3,466,000	\$141,700
		First Option		3,336,000	134,300
		Second Option		3,391,000	137,000
		Third Option		3,447,000	139,600
		Fourth Option		3,315,000	142,800
		5 Year Totals		\$17,155,000	\$695,400
		Fifth - Tenth Options		1,371,000	0
		Total Add'l. LOE Options		3,410,000	179,000
		Total 5 Years w/all Options		\$21,936,000	\$874,400

15G. TOTAL AMOUNT OF CONTRACT \$

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.)
19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER ROSEMARY C. FROEHLICH
19B. NAME OF CONTRACTOR	19C. DATE SIGNED
BY _____	20B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY _____
Signature of person authorized to sign	Signature of Contracting Officer
	20C. DATE SIGNED JUN 30 1994

ACCOUNTING AND APPROPRIATION DATA:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>AMOUNT</u>	<u>STATUS</u>
5681.1014	992-24-01-20	805-820	\$762,000	Partial
5100.3712	323-44-11-01	R17840	12,500	Complete
5100.3712	323-44-14-01	R17841	25,000	Complete
5681.1032	992-24-01-20	805-820	<u>158,669</u>	Complete
		Total Obligation:	\$958,169	

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## PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (NASA 18-52.210-72)  
(DEC 1988)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the required supplies and/or services in accordance with the Description/Specifications/Work Statement in Exhibit A.

B.2 ESTIMATED COST AND FIXED FEE (NASA 18-52.216-74)  
(DEC 1991)

The estimated cost of this contract is \$3,466,000 exclusive of the fixed fee of \$141,700. The total estimated cost and fixed fee is \$3,607,700.

## B.3 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 \$921,316 and covers the following estimated period of performance: July 1, 1994 through September 30, 1994.

(b) An additional amount of \$36,853 is obligated under this contract for payment of fee.

## B.4 ADMINISTRATION OF CONTRACT FUNDING (LaRC 52.232-100) (OCT 1992)

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 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.

## B.5 LEVEL-OF-EFFORT

A. In the performance of work under this contract, the Contractor is obligated to provide up to 92,610 direct labor hours as defined in paragraph B. below.

B. "Direct labor hours" are those productive hours expended by Contractor personnel in performing work under this contract that are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type

of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

C. Once the direct labor hours are reached or the contract term has ended, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the direct labor hours specified in Paragraph A above. Any estimated cost and fee(s) adjustments for additional direct labor hours shall be based solely upon those hours being added to the direct labor hours specified in this clause.

D. The fee, if any, is based upon the furnishing of the direct labor hours, including level-of-effort subcontract hours, specified in Paragraph A above. If the Contractor provides less than 90% of the specified hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the direct labor hours specified in Paragraph A and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

#### B.6 SPECIFIED OTHER DIRECT COSTS

The estimated cost of the contract set forth in B.2 includes \$747,000 per year for specified other direct costs, totaling \$3,735,000 over the five year period of performance. Of the total annual estimate, \$347,000 is projected for material purchases, equipment rentals, and emergency repair services. The remainder of the annual estimate is for nondestructive examination and asbestos removal services, which are estimated at \$400,000 per year. There are no other direct costs projected for the six 1-month option periods. There will be no adjustment in the fixed fee should the Contractor's annual costs exceed the Government estimates.

### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 STATEMENT OF WORK

The Contractor shall perform the effort specified in Exhibit A, Statement of Work entitled, "Recertification and Configuration Management Services."

### SECTION D - PACKAGING AND MARKING

D.1 There are no applicable clauses in this Section.

SECTION E - INSPECTION AND ACCEPTANCEE.1 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (FAR 52.246-3)  
(APR 1984)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling 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 the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or



- (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
- (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 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.

E.3 FINAL INSPECTION AND ACCEPTANCE (LaRC 52.246-94) (OCT 1992)

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or his duly authorized representative at destination.

## 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 the contract.

### F.3 PLACES OF PERFORMANCE

The places of performance shall be the Contractor's facility and NASA, Langley Research Center, Hampton, Virginia 23681-0001.

### F.4 PLACE OF DELIVERY

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

## F.5 REPORTS AND DOCUMENTATION DELIVERY

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

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 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.

### G.2 SUBMISSION OF INVOICES

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 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.3 PAYMENTS--COST AND FIXED FEE

Payments of cost shall be made in monthly installments. 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."

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 18-52.227-72) (APR 1984)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	200	NASA, Langley Research Center Hampton, VA 23681-0001
Patent Representative	143	NASA, Langley Research Center Hampton, VA 23681-0001

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

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.

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

<u>Employee Class</u>	<u>Monetary Wage</u>
System Safety Analyst	\$16.64
NDE Technician III	\$12.45
Staff Assistant	\$11.24
Administrative Assistant	\$ 9.08
Designer	\$12.45
Technician II	\$10.12
NDE Technician I	\$ 8.11
Technician I	\$ 8.11
Drafter I	\$ 9.08
Word Processor	\$ 7.23
Data Entry II	\$ 8.11
Facility CM Program Librarian	\$ 7.23
Clerk	\$ 6.62

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 three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 12.9% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

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 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES (NASA 18-52.245-77) (MAR 1989)

In accordance with the Installation Provided Government Property clause of this contract, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at the NASA installation. In addition, the items marked by an asterisk (\*) will be available for use by both on-site and off-site Contractor 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 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) Building maintenance for facilities occupied by Contractor personnel.

(d) Moving and hauling for movement of large equipment and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(e) 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.

\*(f) Material analysis capability.

\*(g) Access to LaRC's computer from the Contractor's local facility via modem.

\*(h) Access to LaRC's library facilities and engineering drawing files.

\*(i) Government material cards issued to permit authorized Contractor personnel to draw from the LaRC store issue supplies, provided such withdrawals are approved by the COTR.

\*(j) Emergency medical treatment, primarily of a first aid nature for injuries and illnesses sustained on duty at LaRC; and pre-assignment, periodic and termination examinations for employees engaged in hazardous duties.

\*(k) Fuel, scheduled maintenance, parts and repairs (except those covered by manufacturer's warranty) for all Contractor-provided vehicles.

\*(l) Cafeteria privileges for Contractor employees during normal operating hours.

\*(m) On-Center mail delivery service.

#### H.4 GOVERNMENT-FURNISHED PROPERTY

A. For the performance of work under this contract, the Government will make available Government property identified in Exhibit E of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at its facility and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

B. The property set forth in Exhibit E falls within the definition of "facilities" set forth in 45.301. Any of these facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be deleted from Exhibit E, and will not be replaced by the Government. If the facilities are still needed for contract performance, they must be replaced by the Contractor. Such replacement shall be made with Contractor-owned facilities. Further, the acquisition of facility items for the Government is expressly prohibited unless specifically authorized by the contract

or consent has been obtained in writing from the Contracting Officer pursuant to FAR 45.302-1(a).

#### H.5 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.212-104) (MAR 1992)

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.6 VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)

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

#### H.7 WAGE DETERMINATIONS AND FRINGE BENEFITS (LaRC 52.237-90) (NOV 1990)

The Register of Wage Determinations and Fringe Benefits, Number 87-0211 (Rev. 14) and Number 87-0215 (Rev. 15), both dated October 28, 1993 lists the wage rates and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit D for a copy of these wage determinations. This determination constitutes the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965."



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.

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 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated December 23, 1993 is hereby incorporated herein by reference.

H.10 SUBCONTRACTING PLAN

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

H.11 EVIDENCE OF INSURANCE

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 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.13 OPTION TO TRANSFER LEASE ON CONTRACTOR-PROVIDED VEHICLES

The Contractor agrees to enter into a long-term lease(s) for any Contractor-furnished vehicles to be used in the performance of this contract, which is subject to being canceled 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.14 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 January 1 through December 31. 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 and Administrative (G&A)	1994		
	1995		
	1996		
	1997		
	1998		
	1999		

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on July 1, 1994. 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.

## H.15 OPTIONS

### A. Priced Options for Extended Services

Pursuant to FAR 37.111 and to Section I Clause 52.217-9, Option to Extend the Term of the Contract (MAR 1989), the Contractor hereby grants to the Government options to extend the term of the contract for four 12-month periods and six 1-month periods. The first through the fourth 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 fifth through the tenth option periods are to be exercisable by issuance of a unilateral modification no later than five 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 - Fourth Option Periods

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.2)	12 months	12 months	12 months	12 months
Level of Effort (Ref. B.5)	83,490 hours	83,490 hours	83,490 hours	83,490 hours
Estimated Cost (Ref. B.2)	\$3,336,000	\$3,391,000	\$3,447,000	\$3,515,000
Fixed Fee (Ref. B.2)	\$ 134,300	\$ 137,000	\$ 139,600	\$ 142,800
Subcontracting Plan (Exhibit C):				
Total Planned Subcontracting	\$ 747,000	\$ 747,000	\$ 747,000	\$ 747,000
Small Business (SB) Goal	\$ 526,575	\$ 526,575	\$ 526,575	\$ 526,575
Small Disadvantaged Business (SDB) Goal	\$ 226,575	\$ 226,575	\$ 226,575	\$ 226,575

2. Fifth - Tenth Option Periods

<u>Item</u>	<u>Fifth Option Period</u>	<u>Sixth Option Period</u>	<u>Seventh Option Period</u>	<u>Eighth Option Period</u>	<u>Ninth Option Period</u>	<u>Tenth Option Period</u>
Period of Performance (Ref. F.2)	1 month	1 month	1 month	1 month	1 month	1 month
Level-of-Effort (Ref. B.5)	6,958 hours	6,958 hours	6,958 hours	6,958 hours	6,958 hours	6,958 hours
Estimated Cost (Ref. B.2)	\$228,500	\$228,500	\$228,500	\$228,500	\$228,500	\$228,500
Fixed Fee (Ref. B.2)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## B. Priced Option - Additional Direct Labor

1. The Contractor hereby grants to the Government options to increase the contract direct labor specified under B.5.A by the hours specified below for each period. The Government's options may be exercised once or multiple times. The options are to be exercisable by issuance of a unilateral modification. The Government shall give the Contractor five days preliminary written notice for the exercise of any increment of these options. Preliminary notice shall not commit the Government to exercise the option.

	<u>Direct Labor Hours (Ref. B.5)</u>
Initial Period	7,296 hours
First Option Period	14,592 hours
Second Option Period	21,888 hours
Third Option Period	29,184 hours
Fourth Option Period	36,480 hours
Fifth Option Period	3,040 hours

Sixth Option Period	3,040 hours
Seventh Option Period	3,040 hours
Eighth Option Period	3,040 hours
Ninth Option Period	3,040 hours
Tenth Option Period	3,040 hours

2. When any increment of the above option is exercised, the contract cost and fee set forth in B.2, Estimated Cost and Fixed Fee will be increased using the appropriate rates set forth below:

		<u>Rate Per Hour</u>
Initial Period	Cost	\$24.67
	Fixed Fee	\$ 1.29
First Option	Cost	\$25.70
	Fixed Fee	\$ 1.35
Second Option	Cost	\$26.22
	Fixed Fee	\$ 1.38
Third Option	Cost	\$26.76
	Fixed Fee	\$ 1.40
Fourth Option	Cost	\$27.41
	Fixed Fee	\$ 1.44
Fifth Option	Cost	\$27.41
	Fixed Fee	\$ 1.44
Sixth Option	Cost	\$27.41
	Fixed Fee	\$ 1.44
Seventh Option	Cost	\$27.41
	Fixed Fee	\$ 1.44
Eighth Option	Cost	\$27.41
	Fixed Fee	\$ 1.44

Ninth Option	Cost	\$27.41
	Fixed Fee	\$ 1.44
Tenth Option	Cost	\$27.41
	Fixed Fee	\$ 1.44

## 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>
52.202-1	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)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 1992)
52.210-5	New Material (APR 1984)
52.212-8	Defense Priority and Allocation Requirements (SEP 1990)
52.215-1	Examination of Records by Comptroller General (FEB 1993)
52.215-2	Audit - Negotiation (FEB 1993)
52.215-22	Price Reduction for Defective Cost or Pricing Data (JAN 1991)
52.215-24	Subcontractor Cost or Pricing Data (DEC 1991)
52.215-26	Integrity of Unit Prices (APR 1991)
52.215-27	Termination of Defined Benefit Pension Plans (SEP 1989)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (JUL 1991)
52.216-7	Allowable Cost and Payment (JUL 1991)
52.216-8	Fixed Fee (APR 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (AUG 1989)
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984)

52.220-4 Labor Surplus Area Subcontracting Program (APR 1984)  
 52.222-1 Notice to the Government of Labor Disputes (APR 1984)  
 52.222-3 Convict Labor (APR 1984)  
 52.222-4 Contract Work Hours and Safety Standards Act - Overtime  
 Compensation (MAR 1986)  
 52.222-26 Equal Opportunity (APR 1984)  
 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts  
 (APR 1984)  
 52.222-35 Affirmative Action for Special Disabled and Vietnam Era  
 Veterans (APR 1984)  
 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)  
 52.223-2 Clean Air and Water (APR 1984)  
 52.223-6 Drug-Free Workplace (JUL 1990)  
 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)  
 52.227-14 Rights in Data - General (JUN 1987) -- as modified by NASA  
 FAR Supplement 18-52.227-14  
 52.227-19 Commercial Computer Software - Restricted Rights (JUN 1987)--  
 as modified by NASA FAR Supplement 18-52.227-19  
 52.228-7 Insurance - Liability to Third Persons (APR 1984)  
 52.230-2 Cost Accounting Standards (AUG 1992)  
 52.230-5 Administration of Cost Accounting Standards (AUG 1992)  
 52.232-9 Limitation on Withholding of Payments (APR 1984)  
 52.232-17 Interest (JAN 1991)  
 52.232-22 Limitation of Funds (APR 1984)--as modified by NASA FAR  
 Supplement 18-32.705-2  
 52.232-23 Assignment of Claims (JAN 1986)  
 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as  
 modified by NASA FAR Supplement 18-32.908  
 52.233-1 Disputes (MAR 1994) Alternate I (DEC 1991)  
 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 (NOV 1992)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-75	Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.223-70	Safety and Health (DEC 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-72	Observance of Legal Holidays (AUG 1992)
18-52.242-73	NASA Contractor Financial Management Reporting (APR 1994)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989) Alternate I (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)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.225-3	Buy American Act - Supplies (JAN 1989)
52.232-25	Prompt Payment (SEP 1992)
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)
18-52.209-71	Limitation of Future Contracting (DEC 1988)
18-52.223-72	Potentially Hazardous Items (DEC 1988)
18-52.227-70	New Technology (APR 1988)
18-52.242-70	Technical Direction (SEP 1993)
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.

#### I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

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

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

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

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

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

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

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

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

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

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

I.7 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-37) (JAN 1988)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

I.8 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.9 BUY AMERICAN ACT - SUPPLIES (FAR 52.225-3) (JAN 1994)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those -

(1) For use outside the United States;

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

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (see Section 25.105 of the Federal Acquisition Regulation).

## I.10 PROMPT PAYMENT (FAR 52.232-25) (SEP 1992)

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, meat food products, or fish; 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 fresh or frozen fish, as defined in Section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) 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.

(v) If the contract does not require submission of an invoice for payment (e.g., period lease payments), the due date will be as specified in the contract.

(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, meat food products, or fish, 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, meat food products, or fish, 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.11 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.12 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.13 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:

(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.14 LIMITATION OF FUTURE CONTRACTING (NASA 18-52.209-71) (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of all prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is that the Contractor and/or a subcontractor will perform inspections of pressure and structural systems and, if necessary, prepare specifications for repairs to the system(s). The Contractor and any subcontractor performing inspections and/or preparing repair specifications shall be ineligible to perform the work described in the specifications as a prime or first-tier subcontractor.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

#### I.15 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:

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.16 NEW TECHNOLOGY (NASA 18-52.227-70) (APR 1988)

(a) **Definitions.**

"Administrator," as used in this clause, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

"Contract," as used in this clause, means any actual or proposed contract, agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

"Made," as used in this clause, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in Section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

"Nonprofit organization," as used in this clause, means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Reportable item," as used in this clause, means any invention, discovery, improvement, or innovation of the Contractor, whether or not the same is or may be patentable or otherwise protectible under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.

"Small business firm," as used in this clause, means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations of the Administrator of the Small Business Administration. (For the purpose of this definition, the size standard contained in 13 CFR 121.3-8 for small business contractors and in 13 CFR 121.3-12 for small business subcontractors will be used.)

"Subject invention," as used in this clause, means any reportable item which is or may be patentable or otherwise protectible under Title 35 of the United States Code, or any novel variety of plant that is or may be protectible under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of Section 305(a) of the National Aeronautics and Space Act of 1958 (43 U.S.C. 2457(a)) (hereinafter called "the Act"), and the above presumption shall be conclusive unless at the time of reporting the reportable item the Contractor submits to the Contracting Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Contractor may nevertheless file the statement described in subdivision (i) above. The Administrator will review the information furnished by the Contractor in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Contractor whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of subdivision (1)(i) above is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act shall be the exclusive property of the United

States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in subparagraph (3) below.

(3) **Waiver of rights.**

(i) Section 305(f) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (1) or (2) of Section 305(a) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February 18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR 1245, Subpart 1, Contractors may petition, either prior to execution of the contract or within 30 days after execution of the contract, for advance waiver of rights to any or all of the inventions that may be made under a contract. If such a petition is not submitted, or if after submission it is denied, the Contractor (or an employee inventor of the Contractor) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of the invention in accordance with subparagraph (e)(2) below, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) **Minimum rights reserved by the Government.**

(1) With respect to each subject invention for which a waiver of rights is applicable in accordance with 14 CFR Section 1245, Subpart 1, the Government reserves --

(i) An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign Government in accordance with any treaty or agreement with the United States; and

(ii) Such other rights as stated in 14 CFR 1245.107.

(2) Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) **Minimum rights to the Contractor.**

(1) The Contractor is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the Contractor fails to disclose the subject invention within the times specified in subparagraph (e)(2) below. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 14 CFR 1245, Subpart 2, Licensing of NASA Inventions. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Contractor, its licensees, or

its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Contractor will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with 14 CFR 1245.211, any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Contractor personnel responsible for the administration of this New Technology clause within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor will disclose each reportable item to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for the administration of this New Technology clause or, if earlier, within six months after the Contractor becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention.

(3) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by subparagraph (e)(1) above have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(4) The Contractor agrees, upon written request of the Contracting Officer, to furnish additional technical and other information available to the Contractor as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(5) The Contractor agrees, subject to paragraph 27.302(i), of the Federal Acquisition Regulation (FAR), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether --

(i) Any such inventions are subject inventions;  
(ii) The Contractor has established and maintained the procedures required by subparagraph (e)(1) of this clause; and  
(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contractor invention that the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to --

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to subparagraph (e)(1) above;  
(ii) Disclose any reportable items pursuant to subparagraph (e)(2) above;  
(iii) Deliver acceptable interim reports pursuant to subdivision (e)(3)(i) above; or  
(iv) Provide the information regarding subcontracts pursuant to subparagraph (h)(4) below.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of reportable items required by subparagraph (e)(2) above, and an acceptable final report pursuant to subdivision (e)(3)(ii) above.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this

paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) **Subcontracts.**

(1) Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall --

(i) Include this clause (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at FAR 52.227-11 (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor --

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and NASA with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The subcontractor will retain all rights provided for the Contractor in the clause of subdivision (1)(i) or (1)(ii) above, whichever is included in the subcontract, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) **Preference for United States Industry.** Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

**I.17 TECHNICAL DIRECTION (NASA 18-52.242-70) (SEP 1993).**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR).



who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instructions purporting to be technical direction that -

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instructions or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 that the instruction is -

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract and that the Contractor should proceed promptly its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

#### I.18 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            Statement of Work dated June 1, 1994, 39 pages
- Exhibit B            Contract Documentation Requirements, 8 pages
- Exhibit C            Subcontracting Plan, 6 pages
- Exhibit D            Registers of Wage Determination and Fringe Benefits, 11 pages
- Exhibit E            Government-Furnished Property, 1 page

# STATEMENT OF WORK

RECERTIFICATION AND CONFIGURATION MANAGEMENT SERVICES

JUNE 1, 1994

NAS1-20100  
EXHIBIT A

**NASA** — LANGLEY RESEARCH CENTER —

HAMPTON, VA

23681-0001

PRCC P-314

## 1.0 SCOPE

The Contractor shall perform a two-fold effort under this contract, (1) Inservice Inspection of Langley Research Center's (LaRC's) structural and high-pressure fluid systems, and (2) Configuration Management of the documents identified as vital to the safe operation of LaRC's facilities.

For Inservice Inspection, the Contractor shall: (1) define, analyze, inspect and document the existing structural and high-pressure fluid systems; (2) develop repair specifications for structural and pressure systems; (3) perform limited emergency repairs; and (4) provide storage for radiographs (Note: In most instances, these systems will be pressurized during the Inservice Inspection.)

For Configuration Management, the Contractor shall: (1) evaluate and update the documentation in the Research Facility Configuration Management Program; (2) maintain a Risk Evaluation Program for designated "Laboratory" type facilities; (3) maintain an Asbestos Configuration Management Program; (4) maintain a Pressure Systems Configuration Management Program; (5) field verify and reformat the existing Recertification documentation; (6) provide safety engineering support for major and minor Construction of Facilities (CoF) projects; (7) track and monitor Problem Failure Reports; (8) organize, document and track CoF design reviews; (9) maintain a Configuration Management Program for designated Flight Projects; (10) control and update all of the Aerothermal Loads Branch's supporting facility documents; and (11) operate the on-site 8'-Foot High Temperature Tunnel Library.

2.1 The Contractor shall perform Inservice Inspections of all ground-based, nonrecertified pressure systems at LaRC. (These systems may include high pressure gas, steam and liquid systems.) In performing this Inservice Inspection, the Contractor shall follow the procedures described in the NASA Handbook NHB 1700.6, "Guide for Inservice Inspection of Ground-Based Pressure Vessels and Systems," January 18, 1976.

The Contractor shall perform Inservice Inspections of the structural systems in the wind tunnels listed in Attachment I. In performing this Inservice Inspection, the Contractor shall follow the procedures described in NFM-1C, "Guide for the Certification/Recertification of Wind Tunnel Structural Systems", February 1993.

2.1.1 The Contractor shall perform Inservice Inspections of pressure and structural systems designated by the Contracting Officer Technical Representative (COTR), in the order of priority established by the Government. Milestone schedules for each inspection shall be developed by the Contractor and will be approved by the COTR. These schedules will be subject to revision to accommodate unanticipated factors affecting their performance.

2.1.1.1 For analytical procedures, the Contractor shall use the appropriate guides and national consensus codes in analyzing the system components.

- 2.1.1.2 For inspections and tests, the Contractor shall: (1) nondestructively examine all high-stress areas identified in the analyses; and (2) nondestructively examine  $10 \pm 1/2\%$  of the systems' welds. Pressure-containing welds shall be radiographically examined. All other welds shall be inspected as specified in the appropriate national consensus codes.
- 2.1.1.3 The Contractor shall perform additional nondestructive examinations (NDE) as required.
- 2.1.1.4 In performing the NDE of pressure systems, the Contractor shall satisfy the following requirements.
- 2.1.1.4.1 The Contractor shall use the NDE techniques given in Section V, American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code in completing the NDEs.
- 2.1.1.4.2 The Contractor shall use the matrix below to determine the acceptance criteria in evaluating the results of the NDEs.

Type of NDE	Pressure Vessels	Pressure Piping	
Ultrasonic	Section VIII, Div. 1 Paragraph 12-3 ASME B&PV Code	ANSI/ASME B31.3 Para. 344.6.2	
Radiographic	Section VIII, Div. 1 Paragraph UW-51 ASME B&PV Code	Butt Welds  ANSI/ASME B31.3 Para. 341.3.2  Severe Cyclic Conditions	Socket & Branch Conn. Welds LHB 1710.41

<u>Type of NDE</u>	<u>Pressure Vessels</u>	<u>Pressure Piping</u>
Magnetic Particle	Section VIII, Div. 1 Paragraph 6-4 ASME B&PV Code	ANSI/ASME B31.3 Para. 341.3.2
Liquid Penetrant	Section VIII, Div. 1 Paragraph 8-4 ASME B&PV Code	ANSI/ASME B31.3 Para. 341.3.2

- 2.1.1.5 In performing the NDE of structural systems, the Contractor shall satisfy the requirements of the appropriate national consensus codes.
- 2.1.1.6 The Contractor shall develop weld location drawings that locate and number each weld in the systems.
- 2.1.1.7 The Contractor shall mark on the weld all unacceptable areas identified by the NDE.
- 2.1.1.8 The Contractor shall add all NDE results into the existing data-management system which currently uses the PC-FILE 5.01 database program.
- 2.1.1.9 The Contractor shall provide staging as necessary for performing NDE.
- 2.1.1.10 As required, the Contractor shall provide for: the removal of asbestos; packaging for disposal in accordance with applicable OSHA and EPA regulations; and delivery to an on-site storage container.



- 2.1.2 The Contractor shall develop drawings, specifications and cost estimates for repairs and/or replacement of various pressure and structural systems. After the repairs are completed, the Government will provide NDE results to the Contractor. The Contractor shall enter these results into the existing, data-management system.
- 2.1.3 The Contractor shall perform emergency repairs identified by the Government.
- 2.1.3.1 The Contractor shall coordinate access to all NASA facilities, and all NDE with the cognizant NASA Facility Coordinators.
- 2.1.3.2 The Contractor shall monitor all radiographic inspections with NASA-certified monitors. NASA will provide the training required for this certification.
- 2.1.4 The Contractor shall provide continuous storage and security for all existing and future radiographs of pressure and structural systems.

- 3.1 The Contractor shall maintain LaRC's existing Configuration Management (CM) Program. The LHB 1740.4, "Facility System Safety Analysis and Configuration Management," March 1992, describes the operation of the CM Program.
- 3.1.1 Research Facility Configuration Management: On a continuing basis, the Contractor shall update all Configuration Controlled Documents (CCD) when Change Notification Sheets (CNS) and other required documents are submitted to the Contractor. Attachment II of this SOW lists the facilities currently in this program. This updating requires completion of the following activities. (CCD's include system safety analyses, procedures and checklists, and drawings.)
- 3.1.1.1 The Contractor shall appropriately modify the existing system safety analyses when changes are made to facilities in the CM Program.
- 3.1.1.2 The Contractor shall appropriately modify the existing operating procedures and checklists when changes are made to facilities in the CM Program.
- 3.1.1.3 The Contractor shall appropriately modify the existing Configuration Controlled Drawings when changes are made to the facilities in the CM Program. As required, the Contractor shall field verify the configuration of the systems shown on the Configuration Controlled Drawings.

- 3.1.1.4 The Contractor shall participate in Annual CM Meetings described in Paragraph 4.3.a of LHB 1740.4.
- 3.1.1.5 The Contractor shall support LaRC's Safety Manager in conducting a minimum of 10 annual operating procedures demonstrations described in Paragraph 4.3.b of LHB 1740.4. Support includes accompanying facility personnel performing specific procedural tasks and noting deviations from existing procedures.
- 3.1.1.6 The Contractor shall review and recommend either approval or disapproval of all CNS packages and attached documentation received at the Safety Office.
- 3.1.1.6.1 The Contractor shall, after evaluating an incoming CNS package, recommend either approval or disapproval of the package by Head, Facility Assurance Section (FAS), Risk Management Branch (RMB); Systems Safety, Quality, and Reliability Division (SSQRD).
- 3.1.1.6.2 The Contractor shall, when recommending disapproval of the CNS package, coordinate with the facility on clarification and resolution of problem areas. Disapproval shall be agreed to by Head, FAS, RMB, SSQRD, before returning the CNS package to the facility.
- 3.1.1.6.3 The Contractor shall, when recommending approval of the CNS package, submit it to the Head, FAS for approval signature and transmit the package to the Facilities Configuration Coordinator, Facilities Engineering Division for review and approval.

- 3.1.1.7 The Contractor shall store and secure optical disks containing approximately 7000 configuration controlled drawings. The Contractor shall modify the drawings stored on these disks as required. The Contractor shall send a paper copy of each modified drawing to LaRC's Engineering Drawing Files after each modification is completed. These drawings were scanned using an optical scanner, producing a raster image in CCITT Group IV, Byte Compressed Format. The Contractor shall modify these drawings using a system that is compatible with the existing optical disks.
- 3.1.1.8 The Contractor shall, on a continuing basis, update and add documentation to the CM Program in accordance with LHB 1740.4, for the facilities listed in Attachment III.
- 3.1.1.9 The Contractor shall provide continuous storage and security for the Safety Analysis Reports, operating procedures, and checklists.
- 3.1.2 Laboratory Risk Evaluation and Configuration Management. The Contractor shall produce risk evaluations and operating procedures for the asterisked facilities listed in Attachment IV. The Contractor shall maintain the CM program for the non-asterisked facilities listed in Attachment IV and add the asterisked facilities upon completion of their risk evaluations and operating procedures.
- 3.1.3 Asbestos Configuration Management. The Contractor shall maintain the Asbestos Configuration Management Program for the facilities listed in Attachment V.

- 3.1.4 Pressure Systems Configuration Management. The Contractor shall maintain the Pressure Systems Configuration Management (PSCM) Program for the facilities listed in Attachment VI. The Contractor shall field verify all modifications to pressure systems in the PSCM Program.
- 3.1.5 The Contractor shall field check, update, and reformat the Recertification documentation on the asterisked facilities in Attachment VI.
- 3.1.6 System Safety Engineering. When directed by the Government, the Contractor shall provide system safety engineering support for CoF projects.
- 3.1.7 Problem Failure Report Support. The Contractor shall track and monitor Problem Failure Reports (PFRs) submitted by facilities operating within the CM Program and/or under a Safety Permit. The Contractor shall prepare summary reports for the Safety Manager's approval and distribution.
- 3.1.8 Facility Design Review Support. The Contractor shall coordinate CoF Design Reviews for the FENG D in accordance with LMI 7000.2, "Review Program for Langley Research Center (LaRC) Construction of Facilities (CoF) Projects."
- 3.1.8.1 The Contractor shall schedule the design reviews; reserve a suitable meeting room; in conjunction with appropriate LaRC management, establish the review committee and send out meeting notices.

- 3.1.8.2 The Contractor shall attend the design reviews, draft the review minutes; compile the action items from the review, distribute the minutes and action items, and maintain the files of the minutes and action items.
- 3.1.8.3 The Contractor shall track all open action items and, issue monthly status reports.
- 3.1.9 Flight Projects Configuration Management. The Contractor shall maintain the configuration management program for the flight projects listed in Attachment VII.
  - 3.1.9.1 The Contractor shall use NASA and LaRC guidelines in maintaining the program's procedures.
  - 3.1.9.2 The Contractor shall receive and review change packages for completeness and prepare packages for distribution to include suspense control, tracking and scheduling of Configuration Control Board (CCB) actions.
  - 3.1.9.3 The Contractor shall coordinate the scheduling of the LaRC CCB meetings and serve as secretary.
  - 3.1.9.4 The Contractor shall prepare completed change packages for the concurrence of the particular flight project office.
  - 3.1.9.5 The Contractor shall perform CM audits and assist in quality assurance and physical audits.

BUILDING  
NUMBERRESEARCH FACILITY

582A	Low Turbulence Pressure Tunnel
585	6-Inch X 19-Inch Transonic Tunnel
640	8-Foot Transonic Pressure Tunnel
643	30 X 60-Foot Tunnel
648	Transonic Dynamics Tunnel
1146	16-Foot Transonic Tunnel
1208	Acoustics Research Laboratory
1212C	14-Foot X 22-Foot Subsonic Tunnel
1221A	Jet Noise and Thermal Acoustic Fatigue Apparatuses
1221D	Combustion-Heated Scramjet Test Facility
1236	National Transonic Facility
1242	0.3-Meter Transonic Cryogenic Tunnel
1247A-D	Hypersonic Facilities Complex
1251	Unitary Wind Tunnel
1251A	31-Inch Mach 10 Tunnel and 15-Inch Mach 6 High Temperature Tunnel
1257-62	Aircraft Landing Dynamics Facility
1264	7-Inch High Temperature Pilot Tunnel
1265	8 Foot High Temperature Tunnel
1275	20-Inch M6 CF4 Tunnel

ATTACHMENT I  
TO EXHIBIT A

**CONFIGURATION MANAGEMENT  
FACILITIES LIST**

**ATTACHMENT II  
TO EXHIBIT A**



<u>EFFORT CODE</u>	<u>FACILITY</u>	<u>BUILDING NUMBER</u>
		N/A
01	West Area High Pressure Air System	1275
02	20-Inch Mach 6 CF4 Tunnel	1265
03	8-Foot High Temperature Tunnel	1247D
05	Hypersonic Blowdown Tunnels	1247B
07	20-Inch Mach 17 N2 Tunnel	1267
12	Aero Thermal Arc Tunnels	1268A
13	Visual Motion Simulator	1241
14	Drive Control Facility	1251A
16	31-Inch Mach 10 Tunnel	1251A
17	15-Inch Mach 6 High-Temperature Tunnel	648
18	Transonic Dynamics Tunnel	1212C
19	14 X 22 Foot Subsonic Tunnel	1146A-D
21	16-Foot Transonic Tunnel	1208
22	Acoustics Research Laboratory	1148
23	Hypersonic Materials Test Apparatus	1251
24	Unitary Wind Tunnel	1247B
25	Scramjet Test Facility	1247H
26	60-Inch Mach 18 Helium Tunnel Complex	1247B
27	60-Inch Mach 18 Helium Recovery System	1247B
28	Hypersonic Helium Tunnel Facility	1257-1262
29	Aircraft Landing Dynamics Facility	1263
30*	HPB Ceramic Heated Combustion Facility	720B
31*	Vortex Research Facility	1297
33	Impact Dynamics Research Facility	1242
34	0.3 Meter Transonic Cryogenic Tunnel	1218A
35	Anechoic Noise Facility	1221A
36	Jet Noise Apparatus	1221A
37	Thermal Acoustic Fatigue Apparatus	N/A
38	East Area High Pressure Air System	640
39	8-Foot Transonic Pressure Tunnel	582A
40	Low-Turbulence Pressure Tunnel	585
43	6-Inch X 19-Inch Transonic Tunnel	

ATTACHMENT II  
TO EXHIBIT A

<u>EFFORT CODE</u>	<u>FACILITY</u>	<u>BUILDING NUMBER</u>
50	Vacuum Sphere Control and 60-Foot Simulator	1295B-D
52*	High Speed 7 X 10- Foot Tunnel	1212B
58	Impact and Projectile Range	1275
59*	Chemical Kinetic Shock Tube	1275
60	30 X 60- Foot Tunnel	643
61	12-Foot Low-Speed Tunnel	644
62	20-Foot Vertical Spin Tunnel	645
64	DC-9 Simulator	1220
66	Differential Maneuvering Simulator	1268A
67	General Purpose Simulator	1220
68	General Aviation Simulator	1268A
69	7-Inch High Temperature Tunnel	1264
71	Vitiated Heater, Test Cell #2	1221C
80	Combustion and Mixing Research Apparatus, Test Cell # 1	1221C
84	Hangar Water Deluge System	1244
85	Hevi-Duty Brazing Vacuum Furnace	1232A
86	16-Meter Thermal Vacuum Chamber	1293B
89	Building 1267A Autoclaves	1267A
91	Composite Shop Autoclave	1238B
92	Hypersonic Helium Tunnel Recovery System	1247B
93	Transport System Res. Vehicle Simulator	1268B
95	Space Environment Effects Lab	1120
97	Space Structures Research Lab	1293A
98	West Area Heating Plant & Steam Distribution	1215
99**	National Transonic Facility	1236

- Facility in standby status at this time.
- \*\* The Contractor is not required to provide updated facility drawings for Effort Code 99.

ATTACHMENT II  
TO EXHIBIT A

**LIST OF FACILITIES REQUIRING  
CRITICAL ITEMS LISTS & UPGRADES**

ATTACHMENT III  
TO EXHIBIT A

<u>EC</u>	<u>FACILITY NAME</u>
14	Drive Control Facility
17	15-Inch Mach 6 High-Temperature Tunnel
22	Acoustics Research Laboratory
24	Unitary Wind Tunnel
25	Scramjet Test Facility
26	60-Inch, Mach 18 Helium Tunnel Complex
27	60-Inch, Mach 18 Helium Recovery System
35	Anechoic Noise Facility
37	Thermal Acoustic Fatigue Apparatus
39	8 Foot Transonic Pressure Tunnel
40	Low-Turbulence Pressure Tunnel
50	Vacuum Sphere Control and 60-Foot Space Simulator
61	12-Foot Low Speed Tunnel
62	20-Foot Vertical Spin Tunnel
68	General Aviation Simulator
84	Hangar Water Deluge System

ATTACHMENT III  
TO EXHIBIT A

# LABORATORY TYPE FACILITIES

ATTACHMENT IV  
TO EXHIBIT A

<u>LABORATORY FACILITY</u>	<u>BUILDING</u>
1. Instron, Test Machine A	1148
2. Instron, Test Machine B	1148
3. Instron, Test Machine C	1148
4. Instron, 25-KIP Test Machine	1148
5. Tinius Olsen, 30-KIP Test Machine	1148
6. MTS, 50-KIP Test Machine A	1148
7. MTS, 50-KIP Test Machine B	1148
8. MTS, 100-KIP Test Machine	1148
9. Satec, 100-KIP Test Machine	1148
10. Satec, 120-KIP Test Machine A	1148
11. Satec, 120-KIP Test Machine B	1148
12. Satec, 300-KIP Test Machine	1148
13. Satec, 1200-KIP Test Machine	1148
14. Abar, High Temperature Vacuum Furnace A	1148
15. Abar, High Temperature Vacuum Furnace B	1148
16. Super Plastic Forming System	1148
17. Super Plastic Stretch Forming	1148
18. Shore Western, 10-KIP Hydraulic Fatigue Test System #6	1205
19. Shore Western, 20-KIP Hydraulic Fatigue Test System #10	1205
20. Shore Western, 50-KIP Hydraulic Fatigue Test System #12	1205
21. Shore Western, 20-KIP Hydraulic Fatigue Test System #15	1205
22. MTS, 50-KIP Hydraulic Test System #16	1205
23. NASA-Fabricated, ATB Hydraulic Test System #17	1205
24. MTS, 100-KIP Hydraulic Fatigue Test System #18	1205

ATTACHMENT IV  
TO EXHIBIT A

<u>LABORATORY FACILITY</u>	<u>BUILDING</u>
25. MTS, 50-KIP Hydraulic Fatigue Test System #19	1205
26. MTS, 300-KIP Hydraulic Fatigue Test System #20	1205
27. Western Booneshaft, 400-KIP Hydraulic Fatigue Test System #21	1205
28. NASA-Fabricated, Biaxial Hydraulic Fatigue Test System #22	1205
29. MTS, 20-KIP Hydraulic Fatigue Test System #23	1205
30. MTS, 20-KIP Hydraulic Fatigue Test System #24	1205
31. MTS, 20-KIP Hydraulic Fatigue Test System #25	1205
32. Shore Western, 20-KIP Hydraulic Fatigue Test System #26	1205
33. MTS, 100-KIP Hydraulic Fatigue Test System #27	1205
34. Instron, Screw-Driven Fatigue Test Stand #1	1205
35. Harrop, Lab Multi-parameter Test Stand #1	1205
36. Harrop, Lab Multi-parameter Test Stand #2	1205
37. Harrop, Lab Multi-parameter Test Stand #3	1205
38. MTS, Tension, 5-KIP Torsion, 2,000-inch pounds, Test Stand #13	1205
39. MTS, Tension, 20-KIP Torsion, 10,000-inch pounds, Test Stand #14	1205
40. Instron, 100-KIP Fatigue Test Stand #2	1205
41. Instron, 50-KIP Fatigue Test Stand #3	1205
42. Instron, 50-KIP Fatigue Test Stand #4	1205
43. Instron, 20-KIP Fatigue Test Stand #5	1205
44. Instron, 20-KIP Fatigue Test Stand #6	1205
45. Instron, 20-KIP Fatigue Test Stand #7	1205
46. Instron, 20-KIP Fatigue Test Stand #8	1205
47. Satec Creep Test Stand #1	1205
48. Satec Creep Test Stand #2	1205

ATTACHMENT IV  
TO EXHIBIT A

<u>LABORATORY FACILITY</u>	<u>BUILDING</u>
49. Satec Creep Test Stand #3	1205
50. Satec Creep Test Stand #4	1205
51. Satec Creep Test Stand #5	1205
52. Arcweld Creep Test Stand #6	1205
53. Satec Creep Test Stand #7	1205
54. Satec Creep Test Stand #8	1205
55. Satec Creep Test Stand #9	1205
56. Arcweld Creep Test Stand #10	1205
57. Satec Creep Test Stand #11	1205
58. Arcweld Creep Test Stand #12	1205
59. Satec Creep Test Stand #13	1205
60. Satec Creep Test Stand #14	1205
61. Arcweld Creep Test Stand #15	1205
62. Satec Creep Test Stand #16	1205
63. 30" x 4' Autoclave System	1293C
64. 200# Vacuum Furnace	1237A
65. 3-Ft. Centrifuge Furnace	1237A
66. 6-Ft. Centrifuge Furnace	1237A
67. DYNAVAC Sputter System #1 and PLASMA THERM RF Power Supply	1238A
68. Materials Research Corp (MRC) Sputtering System #2 and RF Power Supply	1238A
69. 18" NASA Modified Vacuum Chamber #3	1238A
70. 30" Vacuum Chamber #4, NASA Fabricated	1238A
71. Vacuum Chamber #5, NASA Fabricated	1238A
72. Scanning Electron Microscope (SEM) #1	1238A

ATTACHMENT IV  
TO EXHIBIT A



LABORATORY FACILITYBUILDING

73.	Scanning Electron Microscope (SEM) #2	1238A
74.	Thermal Structures Lab 110 KIP MTS Machine	1267
75.	Pasadena 50 KIP Hydraulic Press #1	1267A
76.	Wabash 30 KIP Hydraulic Press #2	1267A
77.	Wabash 30 KIP Hydraulic Press #3	1267A
78.	Wabash 12 KIP Hydraulic Press #4	1267A
79.	Erie 300 KIP Hydraulic Press #5	1267A
80.	Oliver 500 KIP Hydraulic Press #6	1267A
81.	Low Temperature Oven #1	1267A
82.	Low Temperature Oven #2	1267A
83.	Low Temperature Oven #3	1267A
84.	Low Temperature Oven #4	1267A
85.	Low Temperature Oven #5	1267A
86.	Heavy-duty Pit Furnace	1267A
87.	Harrop Box Furnace	1267A
88.	Limberg Furnace #1	1267A
89.	Limberg Furnace #2	1267A
90.	Limberg Furnace #3	1267A
91.	West Pit Furnace	1267A
92.	Flame Spray	1296
93.	X-Ray Lab	1296
94.	Variable Frequency Converter No. 1	1235
95.	Variable Frequency Converter No. 2	1235
96.	Variable Frequency Converter No. 3	1235
97.	Acoustic Flow Impedance Tube	1287
98.	Thermal Structures Test Apparatus	1208
99.	Mach-4 Blowdown tunnel	1221C

ATTACHMENT IV  
TO EXHIBIT A

LABORATORY FACILITYBUILDING

*100. Swirljet Facility	1221C
*101. Atmospheric Controlled Combustion Apparatus	1265
*102. Intelligent Systems Research Laboratory	1220
*103. Automated Structural Assembly Laboratory	1220
*104. Telerobotics Systems Research Laboratory	1220
*105. Magnetic Suspension and Balance System	1212
*106. 3-Inch Helium Tunnel	1247B
*107. 15-Inch Low-Speed Tunnel	1247B
*108. 7-Inch By 11-Inch Low-Speed Tunnel	1247B
*109. 2X3 Low Speed Boundary Layer Channel	1247H
*110. 2" x 6" Low-Speed Tunnel	1247H
*111. Basic Aerodynamics Research Tunnel	720B
*112. Instron, 20-KIP Fatigue Test Stand #LD1	1205
*113. Instron, 20-KIP Fatigue Test Stand #LD2	1205
*114. Instron, 20-KIP Fatigue Test Stand #LD3	1205
*115. Instron, 20-KIP Fatigue Test Stand #LD4	1205
*116. Instron, 20-KIP Fatigue Test Stand #LD5	1205
*117. Instron, 20-KIP Fatigue Test Stand #LD6	1205
*118. Instron, 20-KIP Fatigue Test Stand #LD7	1205
*119. Instron, 20-KIP Fatigue Test Stand #LD8	1205
*120. Instron, 20-KIP Fatigue Test Stand #LD9	1205
*121. Instron, 20-KIP Fatigue Test Stand #LD10	1205
*122. Instron, 50-KIP Fatigue Test Stand #LD11	1205
*123. Instron, 50-KIP Fatigue Test Stand #LD12	1205
*124. Instron, 50-KIP Fatigue Test Stand #LD13	1205
*125. Instron, 50-KIP Fatigue Test Stand #LD14	1205
*126. Instron, 50-KIP Fatigue Test Stand #LD15	1205

ATTACHMENT IV  
TO EXHIBIT A

LABORATORY FACILITYBUILDING

*127. Instron, 50-KIP Fatigue Test Stand #LD16	1205
*128. Instron, 50-KIP Fatigue Test Stand #LD17	1205
*129. Instron, 50-KIP Fatigue Test Stand #LD18	1205
*130. Instron, 50-KIP Fatigue Test Stand #LD19	1205
*131. Instron, 50-KIP Fatigue Test Stand #LD20	1205
*132. Tire Test Rig #1	1262
*133. Tire Test Rig #2	1262
*134. Diagonal Braking Vehicle	1262
*135. Instrumented Tire Test Vehicle	1262
*136. 18-Ft. Shock Test Machine	1262
*137. 120 KIP Emery/Baldwin Test Machine	1262
*138. 10 KIP Digital Tinius Olsen Test Machine	1262
*139. MTS 810, 22-KIP, Material Test System	1267
*140. MTS 312, 110-KIP, Material Test System	1267
*141. Applied Test System, Series 3710A Furnace	1267
*142. R.I. Controls, Parabolic Clamshell, Radiant Heating Chamber	1267
*143. Oriel Corp., Model 66022 Collimated Light Source	1267
*144. Agema, Thermovision, Thermal Camera	1267
*145. Shore-Western, 500 KIP, Hydraulic Test Stand	1267
*146. Clamshell Furnace	1267
*147. Furnace and Controller	1267
*148. Tape Prepregging Machine	1293C
*149. LEPEL RF Power Supply	1238A

\*The Contractor shall add these laboratory-type facilities to the Configuration Management Program.

ATTACHMENT IV  
TO EXHIBIT A

ASBESTOS CONFIGURATION  
MANAGEMENT FACILITIES  
LIST

ATTACHMENT V  
TO EXHIBIT A

<u>BLDG.</u>	<u>FACILITY</u>
582,A	Low Turbulence Pressure Tunnel
583	26-Inch & 6 X 28-Inch Transonic Tunnel Facility
583A	East Area Rough Storage
584	Langley Air Force Office Building
640	8-Foot Transonic Pressure Tunnel
641	8-Foot TPT Office Building
643	30 X 60-Foot Tunnel
644	12-Foot Low-Speed Tunnel
645	20-Foot Vertical Spin Tunnel
645A	Spin Research Office Facility
646	East Area Compressor Station/Engineering Technology Lab
647	General Rotor Aeroelasticity Lab
648	Transonic Dynamics Tunnel/Flutter & Aeroelasticity
720,A,B	Hydrodynamics Research Facility
1120	Space Environment Effects Lab
1133B	PSCN Earth Station
1146,A,B,C	16-Foot Transonic Tunnel
1148	Structures & Materials Lab
1149	Technology Utilization and Medical Center
1151	Management Support/Security Services

ATTACHMENT V  
TO EXHIBIT A

<u>BLDG.</u>	<u>FACILITY</u>
1152	Publications/Business Data Systems/Inspector General
1154	Steam/Hot Water Exchange & Pump House
1155	Photographic Lab
1156	Emergency Equipment Storage
1158	Pyrotechnics/Explosives Storage Building
1159	Pyrotechnics/Systems Environment Test Facility
1160	Potentially Hazardous Test Control Facility
1192C,D	Financial Management Building
1194	Technical Library
1195A	Acquisitions/Office of Chief Counsel
1199	Plant Support & Vehicle Maintenance
1200	Advanced Technology Research Lab
1201	Communications/Telephone Video Facility
1202	Flight Electronics Lab
1203	General Research Facility
1204	Electrical Systems Section Lab
1205	Materials Research Lab/High Temp. Materials Lab
1206	Supply, Shipping & Receiving Warehouse
1208	Acoustic Research Lab

ATTACHMENT V  
TO EXHIBIT A

<u>BLDG.</u>	<u>FACILITY</u>
1209	Facilities and Systems Engineering Building
1212	Subsonic Tunnels Offices/13-Inch Magnetic Suspension Lab
1212B	High Speed 7 X 10 Foot Tunnel
1212C	14 X 22 Foot Subsonic Tunnel
1213	Cafeteria
1215	West Heating Plant
1218	Executive Conference Center
1218A	Anechoic Noise Facility
1219	Headquarters
1220	Information Systems Research Facility
1221,A,B,D	Hypersonic Propulsion Facility
1222	H.J.E. Reid Conference Center
1225	Advanced Machining Development Lab
1228	Main Gate House/Badge & Pass Office
1229,A	Structural Mechanics & Dynamics Lab
1230	Instrumentation Research Lab
1231A	Langley Skywatchers Observatory
1232,A,B	Space Technology Lab
1234	Jet Exit Test Facility
1235	Frequency Converter Facility

ATTACHMENT V  
TO EXHIBIT A

<u>BLDG.</u>	<u>FACILITY</u>
1236,A	National Transonic Facility
1237A,B,C	Foundry/Glass Blowing Lab
1238,A	Electronics Technology Lab
1241	Drive Control Facility
1242,A	0.3-Meter Transonic Cryogenic Tunnel/Cryo LN2 Tank 5
1244,C,D	Hangar & Flight Research Office Bldg. /Space Station Complex
1247A-D,H	Gas Dynamics Lab Complex
1247E	Compressor Station
1247G	OSD - LOB & TOB Section Office
1248	Fire Protection Facility
1249	Environmentally Controlled Warehouse
1251	Unitary Plan Wind Tunnel & Research Offices
1251A	31-Inch Mach 10 Tunnel/15-Inch Mach 6 High Temperature Tunnel
1256	Micrographics & Engineering Drawing Files
1256A	Space Environment Effects Lab
1258	Landing Loads Compressor & Control Building
1259A	Refrigeration Facility
1262	Aircraft Landing Dynamics Office/Shop
1263	7" HTT DAS Building
1264	7-Inch High Temperature Tunnel
1265,A-E	8-Foot High Temperature Tunnel
1267,A,B	Thermal Structures Laboratory/West
1268	Data Reduction Center

ATTACHMENT V  
TO EXHIBIT A



<u>BLDG.</u>	<u>FACILITY</u>
1268A	Flight Simulation Laboratory
1270	Printed Circuit & Encapsulation Lab
1270B	Composite Storage Building
1271	Engineering Support Lab #2
1272	Engineering Support Lab #3
1273	Lidar Lab
1274	Planetary Entry Radiation Lab
1275	Radiation Reentry Research Lab
1276	Lidar Research Lab Storage
1283	Engineering Lab/Fabrication Lab
1284A	Storage
1284B	Component Verification Facility
1284C	Cloud Chemistry Lab
1292	Building Trades Shop
1293A	Advanced Composite Materials Lab
1293B	Spacecraft Dynamics Lab
1294	Engineering Support Lab #1
1295	60-Foot Vacuum Sphere Shop
1296	Ceramic Spray Shop
1297,A	Impact Dynamics Research Facility

ATTACHMENT V  
TO EXHIBIT A

<u>BLDG.</u>	<u>FACILITY</u>
1298	Guidance & Control Research Lab
1299	Flight Electronics Lab
1300	Hypersonic Technology Office
1312	LAFB Liaison Office

ATTACHMENT V  
TO EXHIBIT A

PRESSURE SYSTEMS CONFIGURATION  
MANAGEMENT  
FACILITIES LIST

ATTACHMENT VI  
TO EXHIBIT A

BLDG.  
NUMBERFACILITY NAME

582,A	Low Turbulence Pressure Tunnel
585	6 X 19 Inch Transonic Tunnel
640	8 Foot Transonic Pressure Tunnel
643*	30 X 60 Foot Tunnel
648	Transonic Dynamics Tunnel
1146,A-D*	16 Foot Transonic Tunnel
1148	Structures and Materials Lab
1204*	Electrical Systems Section Lab
1205*	Materials Research Lab
1208*	Acoustic Research Lab
1212B*	High Speed 7 X 10 Foot Tunnel
1212C*	14 X 22 Foot Subsonic Tunnel
1215	West Heating Plant
1218A*	Anechoic Noise Facility
1220*	Information Systems Research Facility
1221,A-D	Hypersonic Propulsion Facility
1225*	Advanced Machine Development Lab
1230A*	Gas Flow Calibration Lab
1232A	Fabrication Shop
1234	Jet Exit Test Facility
1236	National Transonic Facility

ATTACHMENT VI  
TO EXHIBIT A

BLDG.  
NUMBERFACILITY NAME

1242*	0.3 Meter Transonic Cryogenic Tunnel
1244*	Hangar & Flight Research Office Building
1247A,B,C,D,H	Gas Dynamics Lab Complex
1251	Unitary Wind Tunnel
1251A	31 Inch Mach 10 Tunnel
1258*,A*	Landing Loads Comp & Cont Bldg./Jet Valve Bldg.
1264	7 Inch High Temperature Tunnel
1265,A-E*	8 Foot High Temperature Tunnel
1267	Thermal Structures Lab
1267A	Materials Processing and Development Shop
1268A*	Flight Simulation Lab
1270*	Printed Circuit and Encapsulation Lab
1275	Radiation Reentry Research Facility
1284B*	Component Verification Building
1287*	Flow Impedance Test Lab
1293B*	Spacecraft Dynamics Lab
East Air	East Area High Pressure Air System
West Air	West Area High Pressure Air System

\*Documentation requires verification and reformatting.

ATTACHMENT VI  
TO EXHIBIT A

# FLIGHT PROJECTS LIST

ATTACHMENT VII  
TO EXHIBIT A

1. Clouds and the Earth's Radiant Energy System (CERES)
2. Lidar In-Space Technology Experiment (LITE)
3. Measurements of Air Pollution from Satellites (MAPS)
4. Small Expendable Deployment System (SEDS)
5. Spectroscopy of the Atmosphere Using Far Infrared Emission (SAFIRE)
6. Stratospheric Aerosol and Gas Experiment III (SAGE III)

ATTACHMENT VII  
TO EXHIBIT A

# ABBREVIATIONS

ATTACHMENT VIII  
TO EXHIBIT A



ABBREVIATIONS

1.	ASME	American Society of Mechanical Engineers
2.	CCB	Configuration Control Board
3.	CCD	Configuration Controlled Documents
4.	CM	Configuration Management
5.	CNS	Change Notification Sheets
6.	CoF	Construction of Facilities
7.	COTR	Contracting Officer Technical Representative
8.	8' HTT	8 FT. High Temperature Tunnel
9.	EPA	Environmental Protection Agency
10.	FAS	Facility Assurance Section
11.	FSED	Facility Systems Engineering Division
12.	LaRC	Langley Research Center
13.	LHB	Langley Handbook
14.	LMI	Langley Management Instructions
15.	NASA	National Aeronautics and Space Administration
16.	NDE	Nondestructive Examinations
17.	NHB	NASA Handbook
18.	OSHA	Occupational Safety and Health Administration
19.	PC-File	Personal Computer File
20.	PFRs	Problem Failure Reports
21.	PLC	Programmable Logic Controller
22.	PSCM	Pressure Systems Configuration Management
23.	RMB	Risk Management Branch
24.	SFD	Supporting Facility Document
25.	SSQRD	Systems Safety, Quality, and Reliability Division

ATTACHMENT VIII  
TO EXHIBIT A

EXHIBIT B  
CONTRACT DOCUMENTATION REQUIREMENTS

EXHIBIT B - 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 Contractor 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 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 months.

4. The Contractor shall prepare separate 533M's reflecting the hours and costs associated with (1) the Recertification Program and (2) the Configuration Management Program. In addition, the Contractor shall prepare a summary report that combines both programs. The minimum reporting categories are as follows:

- Total Labor Hours
- Total Labor Costs
- Fringe Benefits
- Services Client Overhead Expense/Rate
- Labor Related Subtotal
- Contract-Specified ODC's (Ref. B.6):
  - NDE Subcontracts
  - Emergency Repair Subcontracts
  - Asbestos Removal Subcontracts
  - Material Purchases
  - Equipment Rentals
- Total Contract-Specified ODC's
- Company-Specific ODC's:
  - Facility Costs
  - Lease Costs
  - Other Subcontracts
  - Other ODCs
- Total Company-Specific ODC's
- Subtotal
- Material Handling Expense/Rate
- General & Administrative (G&A) Expense/Rate
- Total Costs
- Fixed Fee
- Total Cost-Plus-Fixed-Fee

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. Management and Operations Plan--Within 30 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. Include policies and procedures for recruiting, hiring, training, and career development of disabled persons. Also, include program(s) for motivating and incentivizing employees to continuously improve and increase productivity.

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 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.

D. 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 motivated 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.

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

F. Quarterly Technical Progress Reports--The Contractor shall submit quarterly technical progress reports. These reports shall be in narrative form and brief and informal in content. They shall include:

1. Cover Sheet--A one page cover sheet containing contract number; contract title; type of report; sequence number of report; period of performance being reported; Contractor's name, address, and organization; signature of Contract Manager; date of publication.

2. Summary Outlook--A short statement summarizing the current cost and time status in relation to plan as well as outlook for achieving major goals with anticipated resources. This statement should include a reference to the status reported previously, and a brief explanation for any change in outlook for anticipated resource requirements.

3. Significant Progress--A concise statement of significant overall progress plus a separate description for each research facility on which effort was expended during the reporting period. The description detail shall be sufficient to explain significant results achieved.

4. Problem Areas--A description of current problems and their schedule and resource implications that may impede performance along with proposed corrective action.

5. Plans--A description of effort to be performed during the next reporting period.

G. Configuration Management Documentation--The Contractor shall change the facility baseline list and its documents in accordance with NASA Langley Handbook (LHB) 1740.4 Facility Systems Safety Analysis and Configuration Management, March 1992. Upon completion, the revised document masters will be reviewed and signed by the Government and the Contractor shall then return these originals to LaRC Engineering Drawing Files for storage and subsequent copy distribution.

H. Inservice Inspection Report--The Contractor shall prepare a final Inservice Inspection Report for each pressure system evaluated per Paragraph 2.1 of the Statement of Work. The original copy of this report will be reviewed and approved by the Government.

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

J. 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."

K. 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 using the following procedure:

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 and receipt document for the property. The Contractor shall insert both the Contractor's Subcontract/ Purchase Order number and the Government contract number on the DD Form 1149 under the "Federal Stock Number, Description, and Coding of Material and/or Services" block. For purchases of supplies and materials, this document shall be submitted 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). For equipment purchases, this document shall be submitted within five workdays after acceptance of each item of equipment by the Contractor. Receipt by the Contractor of a copy of the DD Form 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

L. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontracting Report, in accordance with the instructions on the reverse of the form. In addition to other instructions on the reverse of the SF 294, the Contractor is required to report awards to Women-Owned (W-O) business, Historically Black Colleges and Universities (HBCUs) and other Minority Educational Institutions (MEIs). This information shall be detailed in Block 18 as follows:

Subcontract awards to small W-O businesses this reporting period: \$

Subcontract awards to HBCUs and/or MEIs this reporting period: \$

The total subcontract dollars to W-O businesses, HBCUs, and MEIs shall be included in Blocks 15A and 16.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 18-52.219-75, Small and Small Disadvantaged Subcontracting Reporting.

Pursuant to the contract clause entitled "Small Business and Small Disadvantaged Subcontracting Plan" (FAR 52.219-9 and 19.704(a)(5)), you are required to submit a letter progress report on a monthly basis. The "Monthly Progress Report for Socioeconomic Goals" shall be limited to the monthly data only (excluding cumulative data from beginning of Subcontract Plan) as required for Lines 15A, 15B, 15C, and 16 of the Standard Form 294. (See the sample in Section J, List of Attachments.) Letter progress reports may be signed by the Contract Administrator or equivalent organizational level, and each report is due by the 10th calendar day of the month following the close of the reporting period.

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.

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 (2.5%) percent since the last report, and the amount of cash awards or bonuses (if any).

O. FSED Design Reviews Action Item Status and Summary--The Contractor shall submit a monthly report detailing the status of Action Items submitted during FSED Design Reviews.

P. Summary of Problem/Failure Report--The Contractor shall submit a quarterly summary report of failures and a yearly analysis of trending data.

Q. Federal Contractor Veterans Employment Report--In compliance with Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

R. Evidence of Insurance--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.

S. Virginia and Local Sales Taxes--In accordance with Section H.6, you are required to submit a copy of the letter sent to the Virginia Tax Commission and a copy of the subsequent response.

## 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 NAS1-20100  
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 437
- C--Cost Accounting, Mail Stop 135
- D--Safety Manager, Mail Stop 429
- E--Programs and Resources Division, Mail Stop 104
- F--Industrial Property Office, Mail Stop 377
- G--Acquisition Support Branch, Mail Stop 144
- H--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-1, C-2, D-1, E-1
Management and Operations Plan and Revisions	A-1, B-3
Safety and Health Plan and Revisions	A-1, B-1, D-1
Quarterly Technical Progress Report	A-1, B-1, D-1
Quarterly Accident/Injury Report	A-1, B-1, D-1
Conformable Wage Rate Agreement	A-1, B-1
Report of Government-Owned/Contractor-Held Property (NASA Form 1018)	A-1, B-1, F-2
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, G-1
Summary Subcontractor Report (Standard Form 295)	A-1, G-1, H
Report on NASA Subcontracts (NASA Form 667)	A-1, G-1, H
Requisition and Invoice/Shipping Document (DD Form 1149)	F-1
Configuration Management Documentation	B-2, D-1
Inservice Inspection Report	B-1

Skill Mix and Wage Report	A-1
FSED Design Reviews Action Item Status and Summary	H
Summary of Problem/Failure Report	H
Federal Contractor Veterans Employment Report	A-1, H
Evidence of Insurance	A-1
Virginia and Local Sales Tax Letter	A-1, H

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

EXHIBIT C  
SUBCONTRACTING PLAN

SUBCONTRACTING PLAN  
FOR  
UTILIZATION OF SMALL BUSINESS (SB) AND  
SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS

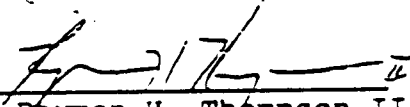
SUBMITTED BY

Technology Applications Inc. (TAI)  
6101 Stevenson Avenue  
Alexandria, VA 22304  
(703) 461-2000

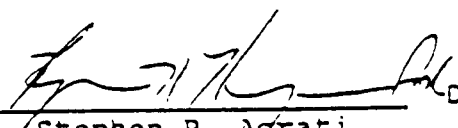
For further information on this plan please contact

Ms. Marie Cotti  
Associate Purchasing Manager  
(703) 461-2133

Solicitation No.: 1-39-5681.1014  
TAI Plan No.: 931014

Prepared By:  Date: June 27, 1994

Raymon H. Thompson II  
Sr. Contracts Administrator

Approved By:  Date: June 27, 1994

Stephen P. Agrati  
Vice President of Contracts  
and Pricing

SUBCONTRACTING PLAN  
FOR  
UTILIZATION OF SMALL BUSINESS (SB) AND  
SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS

SUBMITTED BY

Technology Applications Inc. (TAI)  
6101 Stevenson Avenue  
Alexandria, VA 22304  
(703) 461-2000

For further information on this plan please contact

Solicitation No.: 1-39-5681.1014  
TAI Plan No.: 931014

Prepared By:

Approved By:

TAI  
 6101 Stevenson Avenue  
 Alexandria, VA 22304

Subcontracting Plan - 931014

1. Goals (Percentages of total planned contract cost dollars):
  - a. Small Business (SB) - 8.40 %
  - b. Small Disadvantaged Business (SDB) - 6.35 %
2. Total Dollars:
  - a. Planned to be subcontracted - \$3,735,000
  - b. Total planned to be subcontracted to SB - \$1,500,000
  - c. Total planned to be subcontracted to SDB - \$1,132,875
3. Principal Types of Supplies and Services to be Subcontracted and Those Planned for Subcontracting to SB and SDB:

<u>ITEM</u>	<u>TOTAL \$</u>	<u>SB \$</u>	<u>SDB \$</u>
	\$1,500,000	1,250,000	250,000
	500,000	250,000	250,000
	125,000	0	125,000
	58,875	0	58,875
	49,000	0	49,000
	350,000	0	350,000
	<u>50,000</u>	<u>0</u>	<u>50,000</u>
	2,632,875	1,500,000	1,132,875

See Attachment A for yearly breakdown of Subcontracting amounts.

(note: the SDB subcontracting goals are not included as part of the SB subcontracting goals)

4. The above goals and planned procurement actions were developed based on preliminary information in the RFP as to the budget for materials and subcontracts, previous experience in performing similar work and pricing data provided by planned subcontractors.

5. Sources for purchases and subcontracting were identified by review of TAI's source lists for potential subs and by a review of known subs with Nondestructive Examination (NDE) expertise. TAI has contacted several companies with NDE qualifications. (SB) and (SDB) are highly qualified contractors with LARC experience. In addition, TAI has located three SDB's located in the Virginia area with asbestos removal qualifications. These companies will be utilized on an as needed basis. It is contemplated that TAI will also use to conduct emergency repair services. capabilities will be supplemented by (SDB) who will provide staging and site preparation for both NDE and emergency repairs. Contact has been made with to provide electrical technicians for field verifications of electrical Configuration Control Documents (CCD).

6. The proportionate share to SB and SDB (which includes historically black colleges and minority institutions) is based on percentages planned to be subcontracted to these firms during the 60 month base period of this contract. Overhead items are not included in the goals.

7. Associate Purchasing Manager, will administer this subcontracting plan. Ms. will coordinate these activities with Contract Manager. Her duties are:

a. Assure SB and SDB are provided an equitable opportunity to compete for TAI subcontracts.

- (1) Supervise or conduct employee training and motivation regarding utilization of SB and SDB.
- (2) Ensure the maintenance of source lists, guides, and other appropriate data that identify SB and SDB concerns.
- (3) Contact appropriate organizations (e.g., SBA-PASS) to identify additional SB and SDB as required.
- (4) Arrange corporate participation in trade associations, business development organizations, and conferences and small business fairs to locate SB and SDB sources.
- (5) Counsel and discuss subcontracting opportunities with potential SB and SDB firms, and arrange appropriate TAI assistance (i.e., technical, financial, management, etc.) to these firms as required and practicable.
- (6) Participate in TAI make or buy decisions to assure timely consideration of the potentialities of SB and SDB firms.
- (7) Assure that TAI solicitation terms and conditions (i.e., format, wording, response time, specifications, quantities, delivery schedules, terms of payment, etc.) are sufficiently simple and attainable to attract maximum SB and SDB response.
- (8) Ensure the review of planned procurement assure maximum solicitation from SB and SDB, and, as a minimum, all reasonable efforts are made to:
  - (a) Identify and solicit SB, SDB, or HBC&U sources for item or service consistent with the contract requirements.
  - (b) Solicit all available SB and SDB for each procurement where adequate competition is known to exist.
  - (c) Assure that when SB and SDB source lists are excessively long, reasonable efforts are made to

give all qualified firms an opportunity to compete over a period of time.

(d) Give each newly identified SB and SDB source an opportunity to compete at the earliest possible date, consistent with contract requirements.

1. Review each subcontract of \$500,000 or more planned for award to a LB to assure that the solicitation includes the FAR 52.219-9 clause, or equivalent.
2. Review, approve, and monitor LB subcontractor subcontracting plans when required.
3. Periodically perform internal reviews of TAI compliance with all current SB and SDB program requirements, and review of progress toward attaining goals.

8. Efforts TAI will make to assure that SB and SDB concerns have an equitable opportunity to compete for subcontracts are outlined in paragraph 7 above and demonstrated by the reports and records outlined in paragraphs 10 and 11 below.

9. TAI includes the FAR 52.219-8 "Utilization of SB and SDB Concerns" clause in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except Small Business concerns) that receive subcontracts in excess of \$500,000 to adopt a plan similar to this plan.

10. TAI will:

- a. Cooperate in any studies or surveys as may be required.
- b. Submit periodic reports in order to allow the customer to determine compliance with this plan.
- c. Submit SF 294 and SF 295 quarterly in accordance with the RFP.
- d. Ensure that its subcontractors agree to submit SF 294 and SF 295 when applicable.

11. TAI will maintain the following records:

- a. Source lists, guides and other data that identify SB and SDB concerns.
- b. Organizations contacted to locate SB and SDB concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000 indicating:
  - (1) Whether SB concerns were solicited and if not, why not.



- (2) Whether SDB concerns were solicited and if not, why not.
  - (3) Whether HBC&U and/or MEI concerns were solicited and if not, why not.
  - (4) Whether Women-Owned SB were solicited and if not, why not.
  - (5) If applicable, the reason award was not made to a SB, SDB, or HBC&U concern.
- d. Records of outreach efforts and contacts with trade associations, business development organizations, and conferences and small business fairs to locate SB and SDB sources.
  - e. Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with program requirements.
  - f. On a contract by contract basis, records to support award data submitted to the customer, including the name, address and business size of each subcontractor.

12. This subcontracting plan reflects TAI's continuous commitment to identify and assist SB/SDB/HBC&U/WO SB concerns, and afford these firms equitable opportunity to compete for TAI subcontracts. The goals set forth in this plan are based on data developed during proposal preparation and will vary proportionately to negotiated changes in scope of effort prior to award, and solicited subcontractors' continued ability to satisfactorily perform after date of award of prime contract. Should the level of effort (i.e., increased or decreased quantity to be delivered, or increased or decreased services of the same nature) be changed before or after award, the goals will automatically increase or decrease proportionately.

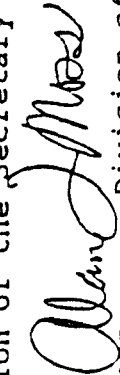
Subcontracting Plan - Breakdown

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Small Business Concerns (include disadvantaged)	\$526,575	\$526,575	\$526,575	\$526,575	\$526,575	\$2,632,875
Large Business Concerns	\$220,425	\$220,425	\$220,425	\$220,425	\$220,425	\$1,102,125
Total (sum of Sm & Lg Bus)	\$747,000	\$747,000	\$747,000	\$747,000	\$747,000	\$3,735,000
Small Disadvantaged Business Concerns	\$226,575	\$226,575	\$226,575	\$226,575	\$226,575	\$1,132,875
Woman-Owned Small Businesses (include as part of 15a and 16 above)	\$0	\$0	\$0	\$0	\$0	\$0
Historical Black Colleges/Univ. and/or Minority Institutions (include as part of 15a & 16 above)	\$0	\$0	\$0	\$0	\$0	\$0

EXHIBIT D  
REGISTERS OF WAGE DETERMINATION AND FRINGE BENEFITS

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: North Carolina, Virginia		
	Area: 5/		
Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/11			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

AUTOMATIC DATA PROCESSING OCCUPATIONS

1. Computer Data Librarian	\$ 8.26
2. Computer Operator I	\$ 8.26
3. Computer Operator II	\$ 9.58
4. Computer Operator III	\$ 11.83
5. Computer Operator IV	\$ 13.70
6. Computer Operator V	\$ 14.56
7. Computer Programmer I 1/	\$ 11.02
8. Computer Programmer II 1/	\$ 13.62
9. Computer Programmer III 1/	\$ 16.20
10. Computer Programmer IV 1/	\$ 19.39
11. Computer Systems Analyst I 1/	\$ 17.62
12. Computer Systems Analyst II 1/	\$ 20.28
13. Computer Systems Analyst III 1/	\$ 23.23
14. Peripheral Equipment Operator	\$ 8.26

INFORMATION AND ARTS OCCUPATIONS

1. Audiovisual Librarian	\$ 14.56
2. Exhibits Specialist I	\$ 13.06
3. Exhibits Specialist II	\$ 15.87
	\$ 17.63

U. S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
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 THE SERVICE CONTRACT ACT  
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Alan L. Moss  
 Director  
 Division of  
 Wage Determinations

LOCALITY	State: North Carolina, Virginia		
	Area: 5/		
	Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/11		
	Fringe Benefit Payments		
Minimum Hourly Wage	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

6. Illustrator II	\$ 15.87
7. Illustrator III	\$ 17.63
8. Library Technician	\$ 11.02
9. Photographer I	\$ 10.40
10. Photographer II	\$ 13.06
11. Photographer III	\$ 15.87
12. Photographer IV	\$ 17.63
13. Photographer V	\$ 21.32

TECHNICAL OCCUPATIONS

1. Archeological Technician	\$ 15.87
2. Cartographic Technician	\$ 15.87
3. Civil Engineering Technician	\$ 15.87
4. Drafter I	\$ 9.24
5. Drafter II	\$ 10.40
6. Drafter III	\$ 13.06
7. Drafter IV	\$ 15.87
8. Embalmer	\$ 17.63
9. Engineering Technician I	\$ 10.36
10. Engineering Technician II	\$ 11.63
11. Engineering Technician III	\$ 13.02
12. Engineering Technician IV	\$ 16.12
13. Engineering Technician V	\$ 19.72

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: North Carolina, Virginia
	Area: 5/

Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/1993

Minimum Hourly wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

- 14. Engineering Technician VI \$ 23.86
- 15. Environmental Technician \$ 15.87
- 16. Laboratory Technician \$ 11.83
- 17. Mathematical Technician \$ 15.87
- 18. Mortician \$ 17.63
- 19. Photooptics Technician \$ 15.87
- 20. Technical Writer \$ 19.39

MISCELLANEOUS OCCUPATIONS

- 1. Instructor \$ 17.63

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

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/ 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 amount of \$ 19 per hour computed on the basis of all hours worked by service employees employed

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

	State: North Carolina, Virginia		
LOCALITY	Area: 5/		
Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/199			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

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

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

5/ NORTH CAROLINA:  
 Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:  
 Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, 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 reimbursement for uniform maintenance costs.



DATE 10/28/1993

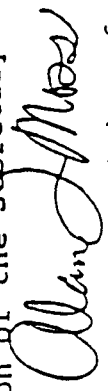
87-0211 (Rev. 14)

WAGE DETERMINATION

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Fourth Edition, January 1993, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

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: North Carolina, Virginia		
	Area: 4/		
	Wage Determination No.: 87-0215 (Rev. 15) Date: 10/28/1993		
	Fringe Benefit Payments		
Minimum Hourly Wage	Health & Welfare	Vacation	Holiday , Other

Class of Service Employees

ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONSN

1. Accounting Clerk I	\$ 6.75
2. Accounting Clerk II	\$ 8.52
3. Accounting Clerk III	\$ 9.95
4. Accounting Clerk IV	\$ 10.75
5. Court Reporter	\$ 9.81
6. Dispatcher, Motor Vehicle	\$ 8.03
7. Document Preparation Clerk	\$ 8.08
8. Duplicating Machine Operator	\$ 8.08
9. File Clerk I	\$ 6.69
10. File Clerk II	\$ 7.01
11. File Clerk III	\$ 8.54
12. Film/Tape Librarian	\$ 8.46
13. Housing Referral Assistant	\$ 10.42
14. Key Entry Operator I	\$ 7.32
15. Key Entry Operator II	\$ 9.24
16. Mail Clerk	\$ 8.08
17. Messenger	\$ 6.78
18. Order Clerk I	\$ 7.32
19. Order Clerk II	\$ 9.59
20. Order Filler	\$ 8.46
	\$ 9.95

U. S. DEPARTMENT OF LABOR  
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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: North Carolina, Virginia		
	Area: 4/		
Wage Determination No.: 87-0215 (Rev. 15) Date: 10/28/			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
Other			

Class of Service Employees

23. Rental Clerk	\$ 8.46
24. Scheduler, Maintenance	\$ 8.46
25. Secretary I	\$ 8.46
26. Secretary II	\$ 9.81
27. Secretary III	\$ 10.42
28. Secretary IV	\$ 11.41
29. Secretary V	\$ 11.96
30. Service Order Dispatcher	\$ 8.46
31. Stenographer I	\$ 8.78
32. Stenographer II	\$ 9.86
33. Supply Technician	\$ 10.00
34. Survey Worker(Interviewer)	\$ 9.81
35. Switchboard Operator- Receptionist	\$ 8.08
36. Typist I	\$ 7.42
37. Typist II	\$ 8.92
38. Word Processor I	\$ 8.73
39. Word Processor II	\$ 9.80
40. Word Processor III	\$ 10.97

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

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

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 THE SERVICE CONTRACT ACT  
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Alan L. Moss                      Division of  
 Director                          Wage Determinations

	State: North Carolina, Virginia		
LOCALITY	Area: 4/		
	Wage Determination No.: 87-0215 (Rev. 15) Date: 10/28/11		
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

- 1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civil and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.39 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; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility. (Reg. 4.173)
- 3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

4/ NORTH CAROLINA:  
 Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:  
 Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk,  
 Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the rate 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, Fourth Edition, January 1993, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

EXHIBIT E  
GOVERNMENT-FURNISHED PROPERTY

EXHIBIT E  
GOVERNMENT-FURNISHED PROPERTY

<u>ITEM</u>	<u>QUANTITY</u>
ALLOY SENSOR HOWMAN CO. MB	1
THICKNESS METER KRAUTKRAMER-BRANSON CL-204	1
ALARM, PERSONAL NDS, PRODUCT #RA-500	3
DOSIMETERS, POCKET VICTOREEN #541R	3
SURVEY METER NDS PRODUCTS #ND-2000	3
READER, MICROFICHE BELL & HOWELL SR-8	1
COMPUTER STATIONS	
APPLE MACINTOSH II	1
COMPAQ 386	1
COMPAQ 386/20e	1
COMPUTERLAND BC-88	1
MICROSERVE 386	3
TANDON PCX	4
TERMINALS	
TEKTRONIX 4129	1
TEKTRONIX 4014 MOD.	1
DIGITIZER	
SUMMAGRAPHICS MM1201	4
MODEM	
STAR #9632/42E	1
PRINTERS	
APPLE IMAGE WRITER II	1
PANASONIC KX-P1124	1
IBM 5202	1
HP LASERJET III	1





National Aeronautics and  
Space Administration

Langley Research Center  
Hampton, Virginia 23681-0001

## SOLICITATION

1-39-5681.1014

**REQUIREMENT:** RECERTIFICATION AND CONFIGURATION MANAGEMENT

SUPPORT SERVICES

A preproposal conference will be held at Langley Research Center on August 10, 1993. See L.23 for details of the conference.

Your attention is directed to L.35, Proposal Preparation and Submission--Special Instructions, for important proposal preparation instructions and to Section M for important evaluation information.

This procurement is subject to a geographical limitation (See L.34).

Your attention is directed to L.33, Small Disadvantaged Business Subcontracting Goal.

### REQUIREMENT FOR SPECIAL TECHNICAL CAPABILITIES

It is NASA policy to obtain maximum practicable competition consistent with the nature of each procurement. However, to prevent unnecessary expense associated with preparation and submission of a proposal, only firms with demonstrated experience and background in the Statement of Work task areas are encouraged to respond to this request.