

CONTRACT NAS1-20454

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Section H.17: Advance Agreement on Certain Costs, page 21;
- Section H.18: Advance Agreement on Indirect Rates, page 22;
- Section H.19: Advance Agreement on Escalation, page 23;
- Exhibit A: Contract Documentation Requirements, Minimum Reporting Categories;
- Exhibit E: Subcontracting Plan, All Subcontracting Methodologies;
- Exhibit H: Security Plan for Unclassified Computer Services.

The deleted 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).

Regarding the names of key personnel withheld from the contract, disclosure of such information, which was submitted to the Government in confidence, would allow potential competitors to benefit from the company's efforts to build up a highly successful management team which possesses unique experience and expertise. Such information is not readily available upon request by a third party.

Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

The security plan for computer systems was developed by the company for a specific operation at substantial expense. The detailed policies and responsibilities in the plan were evaluated by the Government as one of the "other considerations" elements/factors. Disclosure of this data would impair the Government's ability to obtain meaningful, detailed information to evaluate in future procurements and would allow potential competitors to benefit from the company's unique approaches to administration of computational analysis and programming support services requirements.

Disclosure of the information in the Subcontracting Plan would discourage future submission of detailed data concerning the company's implementation of their Subcontracting Plan and impair the Government's ability to obtain necessary information in the future as well as cause substantial harm to the competitive position of the company.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE OF PAGES 1 79
2. CONTRACT (Proc. Inst. Ident.) NO. NAS1-20454		3. EFFECTIVE DATE FEB 01 1995	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. GMG.1236	
3. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		5. ADMINISTERED BY (If other than Item 5) Delegation Being Made Via NASA Form 1430 Criticality Designator C		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Unisys Corporation Federal Systems Division 8008 Westpark Drive McLean, VA 22102		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.2.

11. SHIP TO/MARK FOR See Exhibit A.	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 PR: GMG.1236; M1790; \$1,000,000 (Complete)
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Flight Simulation Support Services				
				Est. Cost	Fixed Fee
				Total	
				\$ 3,418,000	\$123,000
				3,476,000	125,000
				3,537,000	127,000
				3,597,000	129,000
				3,632,000	130,000
				1,536,000	60,000
				3,252,000	179,000
				\$22,448,000	\$873,000
					\$23,321,000

15G. TOTAL AMOUNT OF CONTRACT \$

VI	SEC.	DESCRIPTION	PAGE(S)	VI	SEC.	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECS/WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	10		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as in the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER PANICE H. CLARK
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED JAN 26 1995

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF WORK

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

B.2 LEVEL-OF-EFFORT

A. In the performance of work under this contract, the Level-of-Effort (LOE) that the Contractor is obligated to provide is up to 83,400 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 overtime hours and 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.3 ESTIMATED COST AND FIXED FEE (NASA 18-52.216-74) (DEC 1991)

The estimated cost of this contract is \$3,418,000 exclusive of the fixed fee of \$123,000. The total estimated cost and fixed fee is \$3,541,000.

B.4 SPECIFIED OTHER DIRECT COSTS

The estimated cost of this contract includes the following estimates for material, equipment, subcontracts, travel, and training required for performance of the Statement of Work.

<u>Initial Period</u>	<u>First Period</u>	<u>Second Period</u>	<u>Third Period</u>	<u>Fourth Period</u>	<u>Fifth Period</u>	<u>Sixth Period</u>	<u>Seventh Period</u>	<u>Eighth Period</u>	<u>Ninth Period</u>	<u>Tenth Period</u>
\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000

These costs are the Government's best estimate of what the actual cost will be. There will be no adjustment in the fee(s) of the contract should the actual cost be different from these estimates.

B.5 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 \$964,000. This allotment is for Flight Simulation Support Services and covers the following estimated period of performance: February 1, 1995 through May 1, 1995.

(b) An additional amount of \$36,000 is obligated under this contract for payment of fee.

B.6 ADMINISTRATION OF CONTRACT FUNDING (LaRC 52.232-113) (JUL 1993)

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.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK - FLIGHT SIMULATION SUPPORT SERVICES

INTRODUCTION

This work provides for Flight Simulation Support Services (FSSS) in support of the Flight Simulation Facilities (FSF) at Langley Research Center (LaRC). This effort includes the following services:

- Real-time simulation analysis and programming to derive and convert mathematical models of aircraft, spacecraft, their subsystems, and their operational environment (weather, air traffic control, etc.) into valid

computer programs. Design and develop graphics programs for cockpit displays and out-the-window visual systems. Design and develop computer programs for real-time input/output systems.

Engineering, operation and maintenance services for the design, operation, maintenance and modification of the physical simulators; and for maintenance and repair of specialized computing facilities, peripheral equipment including specialized graphics systems, and the high-speed real-time data network.

A. SCOPE AND GENERAL REQUIREMENTS

1. SCOPE

The Contractor shall furnish the necessary management, personnel, materials, and equipment except as otherwise specified herein to support LaRC flight simulation activities. This effort includes:

- the development, programming, verification, validation, configuration management and documentation of real-time simulation programs representing a physical system to be simulated by computer systems, associated displays and external hardware,
- the design, maintenance, modification, calibration and operation of flight simulation equipment,
- the maintenance of specialized computer facilities and peripheral equipment in the FSF, and
- the maintenance of the Advanced Real-Time Simulation System (ARTSS).

2. GENERAL REQUIREMENTS

a. The Contractor shall maintain expertise to perform duties as assigned. To meet new or unique LaRC requirements, Contractor personnel shall attend special orientation sessions provided by either the Contractor or the Government.

b. The Contractor shall prepare and maintain complete and comprehensive records for software programs and hardware equipment. The types of records typically include software configuration management, software program failures, equipment usage, type of activity, manpower used, steps taken for corrective actions and comments. Typical comments would include such items as number of runs, pilot's name, performance comments, intermittent troubles, corrective maintenance performed, and any unusual occurrences.

c. In the event of probable or actual equipment failure the Contractor shall immediately report to the Government specifying possible causes and estimated time for repair.

d. The Contractor shall readily ascertain the location and operating condition of all Installation Provided Government Property and other real-time simulation equipment in the FSF as assigned.

e. The Contractor shall be responsible for keeping the facility and equipment clean and neat to ensure safe, efficient facility operations. Spillage of oil, grease or other debris shall be removed prior to work shift completion. The Contractor will be responsible for proper handling/packaging of hazardous waste. Disposal of hazardous and nonhazardous waste will not be the responsibility of the Contractor.

f. The Contractor shall respond within sixty (60) minutes to service and emergency calls during nonregular shift operations. Response time is the elapsed time from notification of a malfunction to the Contractor's point of contact to agreement on a satisfactory course of action.

g. The Contractor shall shut down and secure all equipment at shift completion or as appropriate.

B. MAJOR WORK AREAS

1. REAL-TIME SIMULATION ANALYSIS AND PROGRAMMING

The services shall include the simulation program development for the LaRC FSF, real-time graphics for heads-up and heads-down displays, and special purpose computers. The FSF is an integrated system of hardware and software with major elements including mainframe computers. These computers are capable of concurrently processing jobs in batch, interactive and real-time modes. In addition to the usual peripheral devices, the FSF contains on-line data acquisition and reduction links, graphics computer systems, control consoles and interface equipment for flight simulators.

The Contractor shall develop aircraft and spacecraft simulation programs using computer systems and external hardware (cockpits, visual systems, motion systems, control systems, etc.). The simulation generally involves a man-in-the-loop and represents some aspect of a proposed aircraft or spacecraft problem, such as, controls, displays, handling qualities, flight management and flight operations. Services shall include development of mathematical models of aircraft and spacecraft and their subsystems; development and evaluation of numerical algorithms; determining appropriate computational methods; development of program specifications including external hardware interface requirements; development, verification, validation and configuration management of computer programs; support of the simulation study as it is conducted by research engineers; and development of comprehensive hardware interface and software documentation.

Knowledge of the UNIX Operating System, and FORTRAN and C Languages are required to perform most of the current programming tasks on the FSF computer systems used for real-time simulation. Knowledge of personal computers and their operating systems which are used as simulation subsystems are required. When approved by the Government, higher order languages are used when they lead to effective reduction in programming time, improvement of documentation, or provide more efficient software maintenance and portability.

The Contractor shall be responsible for the development and modification of data bases for the Evans and Sutherland (E&S) ESIG 3000 computer generated image (CGI) out-the-window visual system using an E&S data base development system. The Contractor shall be responsible for the maintenance, modification and configuration control of the Terabit Computer Engineering Eagle 1000 Graphics Computer system (also known as the Calligraphic Raster Display System, CRDS) software, as well as development of applications software for cockpit displays. The Contractor shall be responsible for system management and applications software development, including cockpit displays, for various Silicon Graphics Inc. graphics computer systems including but not limited to Onyx/Reality Engine 2 Systems and Indigo 2 Extreme Graphics Systems.

The Contractor shall be responsible for the application and system programming, configuration management and operation of the computer systems and the computer graphics systems of the Mission Oriented Terminal Area Simulation (air traffic control) Facility. Any new or additional special purpose computer systems shall be supported.

2. SIMULATOR ENGINEERING, OPERATIONS AND MAINTENANCE

The Contractor shall perform design, maintenance, modification, calibration and operation of flight simulation facilities and equipment. The flight simulation facilities and equipment to be serviced are research simulators rather than fixed function training simulators, and as such, are frequently reconfigured as new research applications evolve. Specific items of equipment can be expected to change as new technology becomes available. The Contractor shall respond to such changes and assume operational and maintenance responsibility for new equipment as it is implemented. The Contractor shall purchase simulation hardware and software required to maintain and upgrade the existing LaRC simulation facility. This includes test equipment, all hardware and software required to upgrade the simulators, and hardware required to replace failed equipment and maintain adequate spare parts inventories. Types of facilities and equipment to be serviced by the Contractor shall include but are not limited to:

a. Fixed base and motion base cockpits including hydraulically driven force servos to provide variable control-force-feedback to pilots and cockpit motion, hydraulic supply systems, cockpit instrumentation ranging from microammeter to synchro-driven flight instruments to electronic displays, flight director systems with integral computing circuits, actual flight hardware such as navigation systems and autothrottle systems, and specialized computing hardware including microprocessor interface to cockpit input/output devices such as control display units, voice input/output systems, and eye/head tracker systems.

b. Closed-loop video systems including black/white and color cameras, camera control units, cathode ray tube systems, high-intensity projection systems, video test signal generation equipment, video distribution amplifiers and coaxial transmission lines, fiber optic lines and equipment, and specialized video processing equipment used in display systems.

The Contractor shall respond to Government established schedules and priorities on a continuing basis for the following classifications of simulator equipment:

(1) Active Systems and Devices - Equipment systems and devices being used on a regular basis to support research studies in progress. The Contractor shall perform daily pre-operative setup and checkout sufficient to insure complete operability of equipment to within established performance limits and to be completed prior to scheduled operation time; pre-run checkout in coordination with Simulation Analysis and Programming personnel to verify readiness of the total simulator system immediately prior to research data runs; continuous monitoring and operational support during periods of operation; and immediate corrective maintenance as required to correct faults and restore equipment to operational status.

(2) Standby Systems and Devices - Operable systems and devices that can be readily returned to scheduled use. The Contractor shall perform corrective maintenance and periodic system setup and checkout to assure an acceptable state of readiness for operations.

(3) Inactive Systems and Devices - Systems and devices (subsystems or components) previously used and will probably be used in the future, but are not currently scheduled for use. The Contractor shall develop schedules to assure operability of inactive equipment for research use, advise the Government of apparent deficiencies, and perform corrective maintenance on a time-available basis.

(4) Systems and Devices Rework - Systems and devices undergoing redesign or modification for future use. The Contractor shall design and perform modifications to systems and devices to implement new applications or to upgrade performance; develop procedures, conduct tests for performance evaluation, and document results pertaining to new or modified systems; and develop and maintain operation procedure documents for new or modified systems. These modifications typically involve equipment support structure redesign, new instrument panel design, new instrument scaling network design, new meter face design for instruments, design and installation of mechanical and electrical modifications to servomechanisms and to closed-loop video systems, and cable harness design and fabrication for signal and power distribution within subsystems.

(5) New Systems or Devices - The Contractor shall design, develop and implement new simulator systems and devices that will upgrade existing simulator capabilities within the FSF.

The Contractor shall establish and perform a complete preventive maintenance equipment program (including providing spare parts) for the specialized computer facilities and peripheral equipment located in the FSF. The program shall be designed to insure operability within specified accuracy. The services shall include scheduled diagnostic testing during preoperational periods to insure subsequent minimum downtime and immediate corrective maintenance on equipment to insure minimal operational delay. All equipment maintenance shall be performed in accordance with original equipment specifications, and all replacement parts shall be equal to or better than the quality of the original part. Parts and material inventory shall be maintained at a sufficient level to minimize downtime.

The Terabit Eagle 1000 Graphics Systems, the Mission Oriented Terminal Area Simulation Facility Systems, the Simulation Intercommunication System and

other peripheral equipment such as time history recorders, position plotters and eye/head tracker devices shall be serviced and maintained on-site on a noninterference basis, and shall receive complete maintenance as cited above. The Contractor shall perform daily preoperational services, and emergency maintenance during operational use.

For the Advanced Real-Time Simulation System (ARTSS), the Contractor shall perform daily preoperational checkout, operational support during periods of operation, and immediate corrective maintenance as required to correct faults and restore the equipment to operational status. The Contractor shall provide and maintain a spare parts inventory for the ARTSS equipment. This equipment is located at various sites throughout Langley Research Center.

SECTION D - PACKAGING AND MARKING

D.1 REPORTS AND DOCUMENTATION PACKAGING AND MARKING

All reports and other documentation required to be delivered under this contract shall be packaged/packed for mailing/shipment in such a manner as to insure safe arrival at destination. Marking of reports and other documentation shall be as set forth in Exhibit A, Contract Documentation Requirements.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

E.2 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.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 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.2 PLACE(S) OF PERFORMANCE (LaRC 52.212-98) (OCT 1992)

The place(s) of performance shall be:

NASA, Langley Research Center, Hampton, Virginia; and other sites as may be designated.

F.3 STOP-WORK ORDER (FAR 52.212-13) (AUG 1989) ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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.

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

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

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

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

(3) The Contractor shall not bring on-site for use under this contract any property owned or leased by the Contractor, or other property that the Contractor

is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- (c) Publications and blank forms stocked by the installation.
- (d) Institutional fire protection necessary to protect NASA facilities.
- (e) Cafeteria privileges for Contractor employees during normal operating hours.
- (f) Building maintenance for facilities occupied by Contractor personnel.
- (g) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (h) Access to LaRC's library facilities.
- (i) On-center mail deliver service.
- (j) Fabrication services.
- (k) 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.

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 18-52.216-87) (DEC 1988)

(a) Public vouchers for payment of cost shall include a reference to this contract NAS1-20454 and be forwarded to:

DCMAO/Baltimore
200 Towsontown Boulevard, West
Towson, MD 21204-5299

This is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.

- (b) The Contractor shall prepare vouchers as follows:
 - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
 - (2) Seven copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows:

- (i) Copy 1 NASA Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Contracting Officer Technical Representative

(c) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

Contracting Officer, MS 126
NASA LaRC
Hampton, VA 23681-0001

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(d) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

G.3 COST PAYMENTS (LaRC 52.232-105) (NOV 1989)

Payments of cost will be made in monthly installments.

G.4 PAYMENT OF FIXED FEE (NASA 18-52.216-75) (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

G.5 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.

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTIONS

A. Priced Options/Extended Term

The Contractor hereby grants to the Government options to extend the term of the contract for four additional periods of 12 months. Such options are to be exercisable by issuance of a unilateral modification no later than 30 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 amount specified below for each option period.

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.1)	12 months	12 months	12 months	12 months
Level of Effort (Ref. B.2)	83,400	83,400	83,400	83,400
Estimated Cost (Ref. B.3)	\$3,476,000	\$3,537,000	\$3,597,000	\$3,632,000
Estimated Fee (Ref. B.3)	\$ 125,000	\$ 127,000	\$ 129,000	\$ 130,000
Total Planned Subcontracting	\$1,433,579	\$1,453,669	\$1,474,260	\$1,495,367
Small Business Goal	\$1,213,079	\$1,233,169	\$1,253,760	\$1,274,867
Small Disadvantaged Business Goal	\$ 844,529	\$ 864,619	\$ 885,210	\$ 906,317

B. Priced Option - Additional Level of Effort

1. The Contractor hereby grants to the Government options to increase the contract level of effort by the amounts specified below for each period. The Government's options may be exercised once or multiple times in minimum increments of 1,875 hours of effort.

	<u>Level of Effort (Ref. B.2)</u>
Initial Contract Period	18,750 hours
First Option Period	18,750 hours
Second Option Period	18,750 hours
Third Option Period	18,750 hours
Fourth Option Period	18,750 hours

2. When any increment of the above option is exercised, the contract cost and fee set forth in B.3 will be increased using the appropriate rates set forth below for the period in which the option is exercised:

	<u>Rate Per Hour</u>	
	<u>Cost</u>	<u>Fee</u>
Initial Contract Period	\$33.39	\$1.81
First Option Period	\$34.08	\$1.87
Second Option Period	\$34.77	\$1.92
Third Contract Period	\$35.47	\$1.97
Fourth Contract Period	\$35.73	\$1.97

C. Priced Options for Extended Services

1. Basic Requirement

Pursuant to FAR 37.111, the Contractor hereby grants to the Government Options to extend the term of the contract for six additional one month periods. Such options are to be exercisable by issuance of a unilateral modification prior to the expiration of the contract. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

<u>Item</u>	<u>Fifth Option Period</u>	<u>Sixth Option Period</u>	<u>Seventh Option Period</u>	<u>Eighth Option Period</u>	<u>Ninth Option Period</u>	<u>Tenth Option Period</u>
Period of Performance (Ref. F.1)	1 month	1 month	1 month	1 month	1 month	1 month
Level of Effort (Ref. B.2)	7,038 hours	7,038 hours	7,038 hours	7,038 hours	7,038 hours	7,038 hours
Estimated Cost (Ref. B.3)	\$256,000	\$256,000	\$256,000	\$256,000	\$256,000	\$256,000
Fixed Fee (Ref. B.3)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000

H.2 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

Except for data contained on pages xix to xlii, 1 to 14, 1.1-1 to 1.5-68, 116-184 (Clarifications and Additional Information), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated July 28, 1994 and Clarifications dated November 14, 1994, upon which this contract is based.

H.3 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.

Contract Manager
Real-Time Simulation Analysis and Programing Manager
Simulator Engineer, Operations and Maintenance Manager

H.4 PROCUREMENT AUTHORITY (201-39.5202-3) (OCT 90 FIRMR)

This acquisition is being conducted under a specific acquisition delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KMA-92-0354.

H.5 CONTRACTOR EMPLOYEE'S SECURITY CLEARANCE (LaRC 52.204-90) (OCT 1992)

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

H.6 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LaRC 52.204-91) (NOV 1991)

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

H.7 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.8 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (MAR 1989)

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated July 28, 1994 is hereby incorporated herein by reference.

H.9 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.10 WAGE DETERMINATIONS AND FRINGE BENEFITS (LaRC 52.237-90)
(NOV 1990)

The Register of Wage Determinations and Fringe Benefits, Number 94-2544, Exhibit B, dated August 8, 1994 lists the wage rate and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit B for a copy of this wage determination. This determination constitutes the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965."

H.11 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.12 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>
Senior Simulator Systems Specialist	\$15.15
Senior Computer Systems Specialist	\$15.15
Simulator Systems Specialist	\$13.76
Electronics Technician	\$13.76

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.13 ADVANCE APPROVAL FOR RELEASE OF TECHNICAL INFORMATION (LaRC 52.227-92) (OCT 1993)

The Contractor shall not release technical information based on or containing data first produced in the performance of this contract and describing the work performed under this contract unless prior written approval is given by NASA. The Contractor shall submit technical information regarding the contract effort, such as journal articles, meeting papers, and technical documents, to the Contracting Officer Technical Representative (COTR) for review and concurrence with subsequent approval by the cognizant NASA Headquarters Program Office prior to establishing claim to copyright, publication, presentation, or release to others. The Contractor may proceed upon receipt of written concurrence by the COTR as though approval also had been received from the cognizant NASA Headquarters Program Office, unless directed otherwise in the COTR concurrence letter.

H.14 RADIATION REQUIREMENTS

The Contractor shall ensure that the requirements set forth in Exhibit G, Warning-Radiation, are complied with at all times. The Contractor shall take all necessary measures to effect this compliance, including employee training and implementation of an appropriate radiation-monitoring program.

H.15 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The Contractor shall comply with the security requirements of the attached Contract Security Classification Specification, DD Form 254, as set forth in Exhibit C.

H.16 SUBCONTRACTING PLAN

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

H.17 ADVANCE AGREEMENT ON CERTAIN COSTS

H.18 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90)
(JUN 1988)

to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

H.19 ADVANCE AGREEMENT ON ESCALATION

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)
52.204-2	Security Requirements (APR 1984)
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)

52.222-26 Equal Opportunity (APR 1984)

52.222-28 Equal Opportunity Preaward Clearance of Subcontracts
(APR 1984)

52.222-35 Affirmative Action for Special Disabled and Vietnam Era
Veterans (APR 1984)

52.222-36 Affirmative Action for Handicapped Workers (APR 1984)

52.222-37 Employment Reports on Special Disabled Veterans and
Veterans of the Vietnam Era (JAN 1988)

52.223-2 Clean Air and Water (APR 1984)

52.223-3 Hazardous Material Identification and Material Safety
Data (NOV 1991) Alternate I (NOV 1991)

52.225-11 Restrictions on Certain Foreign Purchases (APR 1991)

52.227-1 Authorization and Consent (APR 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright
Infringement (APR 1984)

52.227-14 Rights in Data - General (JUN 1987) -- as modified by NASA
FAR Supplement 18-52.227-14

52.228-7 Insurance - Liability to Third Persons (APR 1984)

52.232-9 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 (DEC 1991) 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)
52.249-6	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)
18-52.204-71	NASA Contractor Financial Management Reporting (DEC 1988)
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)
18-52.223-70	Safety and Health (SEP 1993)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-72	Observance of Legal Holidays (AUG 1992)
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)

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)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.223-6	Drug-Free Workplace (JUL 1990)
52.225-3	Buy American Act - Supplies (JAN 1994)
52.232-25	Prompt Payment (SEP 1992)
52.242-13	Bankruptcy (APR 1991)
52.252-6	Authorized Deviations in Clauses (APR 1984)
18-52.204-75	Security Classification Requirements (SEP 1989)
18-52.204-78	Security Plan for Unclassified Federal Computer Systems (SEP 1993)
18-52.208-81	Restrictions on Printing and Duplicating (AUG 1993)
18-52.209-71	Limitation of Future Contracting (DEC 1988)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.242-70	Technical Direction (SEP 1993)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994)

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 NONE 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 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.8 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause,

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

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

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

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

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

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

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

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

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

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

- (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

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

I.14 SECURITY PLAN FOR UNCLASSIFIED FEDERAL COMPUTER SYSTEMS
(NASA 18-52.204-78) (SEP 1993)

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 comply with the Security Plan For Unclassified Federal Computer Systems submitted pursuant to provision 18-52.204-77, Submission of Security Plan For Unclassified Federal Computer Systems, as approved by the Contracting Officer.

I.15 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 18-52.208-81)
(AUG 1993)

(a) The Contractor shall reproduce any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) "Duplicating/copying" is not considered to be printing. It is material produced by duplicating equipment employing the lithographic process and automatic copy-processing or copier-duplicating machines employing electrostatic, thermal, or other copying processes not requiring the use of negatives or metal plates. The Contractor is authorized to duplicate production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such plates may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract,

or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing or duplicating/copying in excess of the limits set forth above are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating/copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations and NFS 18-8.802.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing and/or any duplicating/copying in excess of the limits specified in Paragraph (c) of this clause, a provision substantially the same as this clause, including this Paragraph (f).

I.16 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 the Contractor will be required to design new simulator systems and devices which could be incorporated into a hardware supply solicitation to upgrade existing simulator capabilities. Consequently, the Contractor may be prohibited from proposing/bidding on any hardware supply efforts where the designs were prepared by the Contractor. The Contractor shall advise the Contracting Officer of any perceived conflict prior to execution of the work. Upon being so informed, or if the Contracting Officer independently identifies a potential organizational conflict, the Contracting Officer shall determine which of the following is in the best interest of the Government and so advise the Contractor:

(1) the Contractor shall perform as directed; or

(2) the Contractor shall not perform the work and the work shall be obtained by the Government from another source.

(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.17 NASA SMALL DISADVANTAGED BUSINESS GOAL (NASA 18-52.219-76) (JUL 1991)

(a) Definitions.

"Historically Black Colleges and Universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2 and listed therein.

"Minority educational institutions," as used in this clause, means institutions meeting the criteria established in 34 CFR 607.2 by the Secretary of Education.

"Small disadvantaged business concern," as used in this clause, means a small business concern owned or controlled by individuals who are both socially and economically disadvantaged (within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 637 (a)(5) and (6)). For purposes of this clause, socially and economically disadvantaged individuals shall be deemed to include women.

(b) The NASA Administrator is required to ensure, to the fullest extent possible, that at least 8% of the total value of prime and subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained, is made available to small business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals (including women), Historically Black Colleges and Universities, and minority educational institutions.

(c) The Contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to small disadvantaged business concerns, Historically Black Colleges and Universities, and minority educational institutions, as defined in this clause, to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, and minority educational institutions.

I.18 MINIMUM INSURANCE COVERAGE (NASA,18-52.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide

coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

I.19 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.20 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY
(NASA 18-52.245-73) (JUL 1994)

- (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, of this contract, if applicable.
- (b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the NASA installation Financial Management Officer and three copies shall be sent concurrently through the DOD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the original of NASA Form 1018 shall be submitted to the installation Financial Management Officer and three copies shall be sent concurrently to the following NASA office:

ATTN INDUSTRIAL PROPERTY OFFICE
NASA LANGLEY RESEARCH CENTER
MAIL STOP 377
HAMPTON VA 23681-0001

- (c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.
- (d) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not to the Government. The Contractor shall require the subcontractors' reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.
- (e) The Contractor's report shall consist of a consolidation of the subcontractors' reports and the Contractor's own report.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- Exhibit A Contract Documentation Requirements, 6 pages
- Exhibit B Register of Wage Determination and Fringe Benefits, August 8,
 1994, 10 pages
- Exhibit C Contract Security Classification Specification, DD Form 254,
 2 pages
- Exhibit D Installation-Provided Government Property, 1 page
- Exhibit E Subcontracting Plan, November 21, 1994, 6 pages
- Exhibit F Procedures for the Preparation and Approval of Contractor
 Reports for Langley Research Center, Form PROC./P-72,
 May 1992, 4 pages
- Exhibit G Warning-Radiation Document, 1 page
- Exhibit H Security Plan for Unclassified Computer Systems, 7 pages

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Financial Management Reports--The Contractor shall comply with the Section I clause of this contract entitled "NASA 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. Minimum reporting categories:

5. Each 533M shall include a narrative explanation for variances exceeding 10% percent between planned hours and dollars and actual hours and dollars for each reporting category.

6. A separate breakout of cost and manhours for individual simulation studies shall be provided as required.

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 45 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 company policies for the recruitment, hiring, training, and career development of individuals with disabilities. Also, include programs 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.

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, should contain, as a minimum the following:

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

2. Employee Safety Training, Certification and Programs--Detailed information on type of training required, parties responsible for certification,

and outline of applicable regulations. Detail company programs which emphasize personal safety and motivate employees to be safety conscious.

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

✓4. Accident Investigation and Reporting--Procedures for investigating and reporting accidents/incidents.

⑤. Health--Plans for insuring the audiograms required for performance of effort under this contract are obtained and maintained.

⑥. People with Disabilities--In accordance with the Americans with Disabilities Act, the plans should specify that prior to assigning a person with disabilities to this contract, the Contractor shall contact the Disability Program manager at (804) 864-7718.

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

E. Monthly Progress Report--The Contractor shall submit a monthly progress report detailing work progress and simulator usage. This report shall be submitted within 10 calendar days following the end of the reporting period.

F. Weekly Maintenance Malfunction Report--The Contractor shall submit a weekly written summary of equipment failures by work area within three operating days following the end of the reporting period.

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

H. 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 B.

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

J. Documentation for Transferring Property to the Government

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

K. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, and NASA Form 667, Report on NASA Subcontracts, in accordance with the instructions on the reverse of the form. In addition to other instructions on the reverse of the SF 294, the Contractor is required to report awards to Women-Owned (W-0) 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-0 businesses this report period: \$

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

The total subcontract dollars to W-0 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. 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.

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

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

M. Technical Reports--When directed, the Contractor shall prepare formal technical reports conforming to the standards set forth in NASA Langley Form

PROC./P-72, Procedures for the Preparation and Approval of Contractor Reports for Langley Research Center, Exhibit F.

NOTE: Approval copies shall be submitted to the COTR and notice of acceptance will be from the COTR in lieu of the Contracting Officer as specified in the PROC./P-72.

N. 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.

O. 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.

P. Virginia and Local Sales Taxes--In accordance with Section H.9, 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

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: Staten R. Spruill, Mail Stop 126
Contract NAS1-20454
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 157D

C--New Technology Representative, Mail Stop 200

D--Cost Accounting, Mail Stop 135

E--Safety Manager, Mail Stop 429

F--Programs and Resources Division, Mail Stop 104

G--Patent Counsel, Mail Stop 143

H--Industrial Property Office, Mail Stop 377

I--Industry Assistance Office, Mail Stop 144

J--According to instructions on form

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

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-2, D-2, F-1
Management and Operations Plan and Revisions	A-2, B-5
Safety and Health Plan and Revisions	A-1, B-1, E-1
Monthly Progress Report	A-1, B-3
Weekly Maintenance Malfunction Report	B-3
Quarterly Accident/Injury Report	A-1, B-1, E-1
Conformable Wage Rate Agreement	A-1, B-1
Technical Report (Approval Copies)	B-5
Technical Report (Approved)	B-1
Report of Government-Owned/Contractor Held Property (NASA Form 1018)	A-1, B-1, H-4
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, I-1
Summary Subcontractor Report (Standard Form 295)	A-1, J
Skill Mix and Wage Report	A-1
Federal Contractor Veterans Employment Report (VETS-100)	J-1
Evidence of Insurance	A-1
Virginia and Local Sales Tax Correspondence	A-1
Monthly Progress Report for Socio-Economic Goals	A-1, I-1

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

EXHIBIT B
REGISTER OF WAGE DETERMINATION AND FRINGE BENEFITS

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

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

Alan L. Moss Director Division of Wage Determinations

Wage Determination No.: 94-2544 Revision No.: 1 Date of Last Revision: 08/08/1994

State(s): North Carolina, Virginia

Area: NORTH CAROLINA COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, GATES, PASQUOTANK, PERQUIMANS. VIRGINIA COUNTIES OF CHESAPEAKE, GLOUCESTER, HAMPTON, ISLE OF WIGHT, JAMES CITY, MATHEWS, NEWPORT NEWS, NORFOLK, POQUOSON, PORTSMOUTH, SOUTHAMPTON, SUFFOLK, SURRY, VIRGINIA BEACH, WILLIAMSBURG, YORK.

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

Table with 2 columns: OCCUPATION CODE AND TITLE, MINIMUM HOURLY WAGE. Lists various clerical and support roles with their corresponding hourly rates.

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01342	Stenographer II	\$ 9.86
01400	Supply Technician	\$ 10.00
01420	Survey Worker(Interviewer)	\$ 9.81
01460	Switchboard Operator- Receptionist	\$ 8.08
01531	Travel Clerk I	\$ 6.31
01532	Travel Clerk II	\$ 6.69
01533	Travel Clerk III	\$ 7.06
01551	Typist I	\$ 7.42
01552	Typist II	\$ 8.92
01611	Word Processor I	\$ 8.73
01612	Word Processor II	\$ 9.80
01613	Word Processor III	\$ 10.97

AUTOMATIC DATA PROCESSING:

03010	Computer Data Librarian	\$ 8.26
03041	Computer Operator I	\$ 8.26
03042	Computer Operator II	\$ 9.58
03043	Computer Operator III	\$ 11.83
03044	Computer Operator IV	\$ 13.70
03045	Computer Operator V	\$ 14.56
03071	Computer Programmer I 1/	\$ 11.02
03072	Computer Programmer II 1/	\$ 13.62
03073	Computer Programmer III 1/	\$ 16.20
03074	Computer Programmer IV 1/	\$ 19.39
03101	Computer Systems Analyst I 1/	\$ 17.62
03102	Computer Systems Analyst II 1/	\$ 20.28
03103	Computer Systems Analyst III 1/	\$ 23.23
03160	Peripheral Equipment Operator	\$ 8.26

AUTOMOTIVE SERVICE:

05005	Automobile Body Repairer, Fiberglass	\$ 14.05
05010	Automotive Glass Installer	\$ 12.82
05040	Automotive Worker	\$ 12.82
05070	Electrician, Automotive	\$ 13.42
05100	Mobile Equipment Servicer	\$ 11.59
05130	Motor Equipment Metal Mechanic	\$ 14.05
05160	Motor Equipment Metal Worker	\$ 12.82
05190	Motor Vehicle Mechanic	\$ 14.05
05220	Motor Vehicle Mechanic Helper	\$ 10.95
05250	Motor Vehicle Upholstery Worker	\$ 12.82
05280	Motor Vehicle Wrecker	\$ 12.82
05310	Painter, Automotive	\$ 13.42
05340	Radiator Repair Specialist	\$ 12.82
05370	Tire Repairer	\$ 11.59
05400	Transmission Repair Specialist	\$ 14.05

FOOD PREPARATION AND SERVICE:

07010	Baker	\$ 8.68
07041	Cook I	\$ 7.85
07042	Cook II	\$ 8.68
07070	Dishwasher	\$ 6.05
07100	Food Service Worker	\$ 6.05
07130	Meat Cutter	\$ 8.68
07250	Waiter/Waitress	\$ 6.58

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FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 13.42
09040 Furniture Handler	\$ 10.85
09070 Furniture Refinisher	\$ 13.42
09100 Furniture Refinisher Helper	\$ 10.95
09110 Furniture Repairer, Minor	\$ 12.19
09130 Upholsterer	\$ 13.42

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.05
11060 Elevator Operator	\$ 6.05
11090 Gardener	\$ 7.75
11121 Housekeeping Aide I	\$ 5.93
11122 Housekeeping Aide II	\$ 6.49
11150 Janitor	\$ 6.05
11180 Laborer	\$ 9.68
11210 Laborer, Grounds Maintenance	\$ 6.58
11240 Maid or Houseman	\$ 5.52
11270 Pest Controller	\$ 8.25
11300 Refuse Collector	\$ 6.05
11360 Window Cleaner	\$ 6.58

HEALTH:

12010 Ambulance Driver	\$ 8.75
12040 Emergency Medical Technician	\$ 9.13
12070 Licensed Practical Nurse	\$ 8.82
12100 Medical Assistant	\$ 7.88
12130 Medical Laboratory Technician	\$ 7.88
12160 Medical Record Clerk	\$ 7.88
12190 Medical Record Technician	\$ 10.92
12220 Nursing Assistant	\$ 7.02
12250 Pharmacy Technician	\$ 9.83
12280 Phlebotomist	\$ 7.88
12311 Registered Nurse I	\$ 10.92
12312 Registered Nurse II	\$ 13.36
12313 Registered Nurse II, Specialist	\$ 13.36
12314 Registered Nurse III	\$ 16.16
12315 Registered Nurse III, Anesthetist	\$ 16.16
12316 Registered Nurse IV	\$ 19.37

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 14.56
13011 Exhibits Specialist I	\$ 13.06
13012 Exhibits Specialist II	\$ 15.87
13013 Exhibits Specialist III	\$ 17.63
13041 Illustrator I	\$ 13.06
13042 Illustrator II	\$ 15.87
13043 Illustrator III	\$ 17.63
13050 Library Technician	\$ 11.02
13071 Photographer I	\$ 10.40
13072 Photographer II	\$ 13.06
13073 Photographer III	\$ 15.87
13074 Photographer IV	\$ 17.63
13075 Photographer V	\$ 21.32

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LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.18
15030 Counter Attendant	\$ 5.18
15040 Dry Cleaner	\$ 6.30
15070 Finisher, Flatwork, Machine	\$ 5.18
15090 Presser, Hand	\$ 5.18
15100 Presser, Machine, Dry Cleaning	\$ 5.18
15130 Presser, Machine, Shirts	\$ 5.18
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.71
15190 Sewing Machine Operator	\$ 7.11
15220 Tailor	\$ 5.57
15250 Washer, Machine	

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 14.05
19040 Tool and Die Maker	\$ 15.57

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.82
21020 Material Coordinator	\$ 12.19
21030 Material Expediter	\$ 12.19
21040 Material Handling Laborer	\$ 7.44
21071 Forklift Operator	\$ 9.05
21100 Shipping/Receiving Clerk	\$ 8.85
21130 Shipping Packer	\$ 8.85
21150 Stock Clerk	\$ 8.85
21210 Tools and Parts Attendant	\$ 10.95
21400 Warehouse Specialist	\$ 10.54

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 14.05
23040 Aircraft Mechanic Helper	\$ 10.95
23060 Aircraft Servicer	\$ 12.19
23070 Aircraft Worker	\$ 12.82
23100 Appliance Mechanic	\$ 13.42
23120 Bicycle Repairer	\$ 11.59
23125 Cable Splicer	\$ 14.05
23130 Carpenter, Maintenance	\$ 13.42
23140 Carpet Layer	\$ 13.42
23160 Electrician, Maintenance	\$ 15.57
23181 Electronics Technician, Maintenance I	\$ 13.99
23182 Electronics Technician, Maintenance II	\$ 14.31
23183 Electronics Technician, Maintenance III	\$ 15.33
23260 Fabric Worker	\$ 12.19
23290 Fire Alarm System Mechanic	\$ 14.05
23310 Fire Extinguisher Repairer	\$ 11.59
23340 Fuel Distribution System Mechanic	\$ 14.05
23370 General Maintenance Worker	\$ 8.75
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 14.05

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23430 Heavy Equipment Mechanic	\$ 14.05
23460 Instrument Mechanic	\$ 14.05
23500 Locksmith	\$ 13.42
23530 Machinery Maintenance Mechanic	\$ 14.05
23550 Machinist, Maintenance	\$ 14.05
23580 Maintenance Trades Helper	\$ 10.95
23640 Millwright	\$ 14.05
23700 Office Appliance Repairer	\$ 13.42
23740 Painter, Aircraft	\$ 13.42
23760 Painter, Maintenance	\$ 14.05
23790 Pipefitter, Maintenance	\$ 13.42
23800 Plumber, Maintenance	\$ 14.05
23820 Pneudraulic Systems Mechanic	\$ 14.05
23850 Rigger	\$ 12.82
23870 Scale Mechanic	\$ 14.05
23890 Sheet-metal Worker, Maintenance	\$ 12.82
23910 Small Engine Mechanic	\$ 14.05
23930 Telecommunications Mechanic I	\$ 15.22
23940 Telecommunications Mechanic II	\$ 14.05
23950 Telephone Lineman	\$ 14.05
23960 Welder, Combination, Maintenance	\$ 14.05
23965 Well Driller	\$ 14.05
23970 Woodcraft Worker	\$ 12.22
23980 Woodworker	

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 6.01
24600 Chore Aide	\$ 4.91
24630 Homemaker	\$ 8.33

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 14.05
25040 Sewage Plant Operator	\$ 13.42
25070 Stationary Engineer	\$ 14.05
25190 Ventilation Equipment Tender	\$ 10.95
25210 Water Treatment Plant Operator	\$ 13.42

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 7.21
27010 Court Security Officer	\$ 9.68
27040 Detention Officer	\$ 9.68
27070 Firefighter	\$ 10.50
27101 Guard I	\$ 6.03
27102 Guard II	\$ 7.21
27130 Police Officer	\$ 12.28

TECHNICAL:

29010 Air Traffic Control 2/ Specialist, Center	\$ 21.67
29011 Air Traffic Control 2/ Specialist, Station	\$ 14.94
29012 Air Traffic Control 2/ Specialist, Terminal	\$ 16.46
29020 Archeological Technician	\$ 15.87
29030 Cartographic Technician	\$ 15.87
29040 Civil Engineering Technician	\$ 15.87

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29061 Drafter I	\$ 9.26
29062 Drafter II	\$ 10.40
29063 Drafter III	\$ 13.06
29064 Drafter IV	\$ 15.87
29070 Embalmer	\$ 17.63
29081 Engineering Technician I	\$ 10.36
29082 Engineering Technician II	\$ 11.63
29083 Engineering Technician III	\$ 13.02
29084 Engineering Technician IV	\$ 16.12
29085 Engineering Technician V	\$ 19.72
29086 Engineering Technician VI	\$ 23.86
29090 Environmental Technician	\$ 15.87
29210 Laboratory Technician	\$ 11.83
29240 Mathematical Technician	\$ 15.87
29330 Mortician	\$ 17.63
29390 Photooptics Technician	\$ 15.87
29480 Technical Writer	\$ 19.39
29620 Weather Observer, Senior 3/	\$ 12.80
29621 Weather Observer, Combined 3/ Upper Air and Surface Programs	\$ 11.83
29622 Weather Observer, Upper Air 3/	\$ 11.83
TRANSPORTATION/MOBILE EQUIPMENT OPERATION:	
31030 Bus Driver	\$ 9.15
31100 Driver Messenger	\$ 8.70
31200 Heavy Equipment Operator	\$ 14.05
31290 Shuttle Bus Driver	\$ 8.75
31300 Taxi Driver	\$ 7.29
31361 Truckdriver, Light Truck	\$ 8.75
31362 Truckdriver, Medium Truck	\$ 9.15
31363 Truckdriver, Heavy Truck	\$ 9.65
36364 Truckdriver, Tractor-Trailer	\$ 10.15
MISCELLANEOUS:	
99005 Aircraft Quality Control Inspector	\$ 15.22
99020 Animal Caretaker	\$ 7.00
99030 Cashier	\$ 5.93
99040 Child Care Center Clerk	\$ 7.50
99050 Desk Clerk	\$ 7.00
99260 Instructor	\$ 17.63
99300 Lifeguard	\$ 5.36
99350 Park Attendant (Aide)	\$ 6.73
99400 Photofinishing Worker	\$ 6.01
99500 Recreation Specialist	\$ 13.04
99510 Recycling Worker	\$ 7.41
99610 Sales Clerk	\$ 5.36
99630 Sports Official	\$ 5.36
99658 Survey Party Chief	\$ 7.85
99659 Surveying Technician	\$ 7.50
99660 Surveying Aide	\$ 4.91
99690 Swimming Pool Operator	\$ 8.68
99720 Vending Machine Attendant	\$ 7.41
99730 Vending Machine Repairer	\$ 8.68
99740 Vending Machine Repairer Helper	\$ 7.41

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**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract. May include such benefits as severance pay.

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 contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten 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.) (See 29 CFR 4.174)

- 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/ **NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3/ **NIGHT PAY & SUNDAY PAY:** If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** 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

WAGE DETERMINATION NO.: 94-2544 (Rev. 1) ISSUE DATE: 08/08/1994 Page 8 of 9

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 \$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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by First Supplement December 1993, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and 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 Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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

EXHIBIT C
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED SECRET	
		b. LEVEL OF SAFEGUARDING REQUIRED NONE	
2. THIS SPECIFICATION IS FOR: <small>(X and complete as applicable)</small>		3. THIS SPECIFICATION IS: <small>(X and complete as applicable)</small>	
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER NAS1-20454	<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i> 95-02-01 Date (YYMMDD)
	b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i> Revision No. Date (YYMMDD)
	c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)		c. FINAL <i>(Complete item 3 in all cases)</i> Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to the follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____			
6. CONTRACTOR <small>(Include Commercial and Government Entity (CAGE) Code)</small>			
a. NAME, ADDRESS, AND ZIP CODE UNISYS CORPORATION 8008 WESTPARK DRIVE MCLLEAN, Va 22102		b. CAGE CODE 4W798	c. COGNIZANT SECURITY OFFICE <small>(Name, Address, and Zip Code)</small> DEFENSE INVESTIGATIVE SERVICES DIRECTOR OF INDUSTRIAL SECURITY 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1211
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <small>(Name, Address, and Zip Code)</small>
8. ACTUAL PERFORMANCE			
a. LOCATION NASA LANGLEY RESEARCH CENTER HAMPTON Va. 23681-0001		b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE <small>(Name, Address, and Zip Code)</small> DEFENSE INVESTIGATIVE SERVICES DIRECTOR OF INDUSTRIAL SECURITY 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1211
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR LABORATORY
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S.
(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER, JMWL, OR OTHER SECONDARY DISTRIBUTION CENTER
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>
k. OTHER <i>(Specify)</i>			SEE ATTACHMENT

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

Direct Through (Specify):

NO PUBLIC RELEASE AUTHORIZED

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

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

ALL WORK ON THIS CONTRACT WILL BE PERFORMED AT GOVERNMENT FACILITIES WHERE CLASSIFICATION GUIDANCE WILL BE PROVIDED AS NECESSARY.

THE CONTRACTOR HAS NO PERFORMANCE REQUIREMENTS INVOLVING ACTUAL GENERATION OR PRODUCTION OF CLASSIFIED MATERIAL FOR LANGLEY RESEARCH CENTER, HOWEVER THERE IS A NEED FOR ACCESS TO CLASSIFIED INFORMATION TO WORK ON ASSIGNED TASK UNDER THE CONTRACT.

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL

SAM A. HARVEY

b. TITLE

**PROGRAM SECURITY
TEAM LEADER**

c. TELEPHONE (Include Area Code)

804-864-6507

d. ADDRESS (Include Zip Code)

**NASA LANGLEY RESEARCH CENTER
M/S 182
HAMPTON VA. 23681-0001**

e. SIGNATURE



17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U. S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

EXHIBIT D
INSTALLATION-PROVIDED GOVERNMENT PROPERTY

EXHIBIT D

INSTALLATION PROVIDED GOVERNMENT PROPERTY

1 ANALYZER, SERVO
1 CALCULATOR, ELECTRONIC
1 CAMERA, OSCILLOSCOPE
61 COMPUTER, MICRO
2 CONVERTER, FREQUENCY
1 DIGITIZER
2 DISK DRIVE UNIT
63 DISPLAY UNIT
1 GENERATOR, PULSE
1 GENERATOR, FUNCTION
4 MICROPROCESSOR
8 MONITOR, TELEVISION
1 MONITOR, DISPLAY, VIDEO
18 MULTIMETER, DIGITAL
1 OSCILLOGRAPH
4 OSCILLOSCOPE, GENERAL PURPOSE
9 OSCILLOSCOPE, PORTABLE
1 OSCILLOSCOPE/MULTIMETER, DIGITAL
1 OSCILLOSCOPE, DUAL TRACE
1 PLOTTER, DIGITAL, INPUT
2 PLOTTER, ANALOG INPUT
1 PLOTTER, GRAPHICS
2 PLUG-IN, AMPLIFIER, OSCILLOSCOPE
1 PLUG-IN, INTERFACE, REFLECTOMETER
2 PLUG-IN, TIME BASE, OSCILLOSCOPE
1 POWER SUPPLY, SPECIAL PURPOSE
48 PRINTER, ADP
1 PROGRAMMER, PROM
2 RECEIVER, RADIO
1 RECORDER, TAPE, AUDIO
1 RECORDER, HARD COPY
1 RECORDER-REPRODUCER SET, SOUND
1 REFLECTOMETER
1 SCANNER, COMPUTER
1 SYSTEM, MICROPROCESSOR DEVELOPMENT
12 TERMINAL, DATA PROCESSING
1 TESTER, LOGIC MODULE
10 TOOL SET, ASSORTED
2 VOLTMETER, DIFFERENTIAL
1 VOLTMETER, DIGITAL

EXHIBIT E
SUBCONTRACTING PLAN

3.3 SUBFACTOR 3 - SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

Date: January 23, 1995
 Contractor: UNISYS
 Address: 8008 Westpark Drive
 City: McLean State: VA Zip Code: 22102
 Contract Number: NASA 1-120-1150.3058
 Total Estimated Contract Value (including priced options): \$23,321,000
 Total Estimated Contract Cost (including priced options): \$22,448,000
 Period of Performance (including priced options): 1 February 1995 to 31 July 2000

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, Attachment A is a detailed description of how Unisys will use Small and Small Disadvantaged businesses on this contract. Attachment B is the Unisys Corporation Subcontracting Plan for Small and Small Disadvantaged Business Concerns.

1. (a) We have set the following goals for subcontracting to small and small disadvantaged businesses:

Initial	1st Opt.	2nd Opt.	3rd Opt.	4th Opt.	6 1-mo. Opt.	Total
Total Subcontracting From All Sources						
1,413,980	1,433,579	1,453,669	1,474,260	1,495,367	503,418	7,714,273

1,193,480	1,213,079	1,233,169	1,253,760	1,274,867	488,298	6,656,563
84.4%	84.6%	84.8%	85.0%	85.2%	96.9%	85.6%

Dollars and Total percent of total subcontracting dollars which will go to Sbs:

1,193,480	1,213,079	1,233,169	1,253,760	1,274,867	488,298	6,656,563
84.4%	84.6%	84.8%	85.0%	85.2%	96.9%	85.6%

Percent of Contract total costs which will go to SBs:

29.5%	29.4%	29.4%	29.4%	29.6%	31.8%	29.6%
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Dollars and Total percent of total subcontracting dollars which will go to Sbs owned and controlled by socially and economically disadvantaged businesses (SDBs):

824,930	844,529	864,619	885,210	906,317	463,026	4,788,631
58.3%	58.9%	59.4%	60.0%	60.6%	86.6%	61.84%

SMALL/DISADVANTAGED BUSINESS PLAN

3.3-1

Negotiations January 23, 1995

EXHIBIT F

PROCEDURES FOR PREPARATION AND APPROVAL OF CONTRACTOR REPORTS FOR
LANGLEY RESEARCH CENTER

PROCEDURES FOR THE PREPARATION AND APPROVAL OF CONTRACTOR
REPORTS FOR LANGLEY RESEARCH CENTER

GUIDELINES. - The following documents or subsequent editions in effect on date of contract shall serve as the basis for preparation of Contractor Reports:

NASA SP-7047 NASA Publications Guide
DoD 5220.22-M Industrial Security Manual for Safeguarding Classified
Information, January 1991

NOTE: Copies of NASA SP-7047 will be furnished by the Contracting Officer upon request.

FORMAT AND ORGANIZATION. - The format and organization of a Contractor Report should be consistent and follow the practices recommended in the NASA Publications Guide (NASA SP-7047). For questions concerning format, contact Langley Technical Editing Branch at (804) 864-2518. An original Report Documentation Page (Standard Form 298) shall be included as the last page in the report. (The instructions on the back of the form shall not appear in the printed report.) A reproducible copy of this form will be furnished to you with your copy of the executed contract.

TRADEMARKS. - U.S. Government policy prohibits endorsing or criticizing commercial products in its publications. Use of trademarks is discouraged. If a trademark must be used, its owner must be credited and the trademark must be used as an adjective modifying the generic name.

REFERENCES. - Material that is not obtainable or available must not be listed in the references. Documents of NASA contracts published as in-house documents must be referenced as NASA CR's, not as NASA Contract Numbers.

SECURITY. - Security markings, when necessary, shall be consistent with DD Form 254, the directive issued by the Security Classification Officer, and shall conform to requirements established in the DoD Industrial Security Manual. For questions concerning security classification, contact LaRC Security Classification Officer at (804) 864-3415.

APPROVAL COPIES.

1. Upon completion of a report, the Contractor shall submit five (5) approval copies to the Contracting Officer for review and approval by NASA. These copies may be reproduced and assembled by an economical means by the Contractor.

2. The Contractor will be notified of acceptance of the approval copy of the report by the Contracting Officer within sixty (60) days. Approval will be contingent upon changes required by NASA. An original master copy in agreement with the approval copy shall be prepared and submitted by the Contractor.

ORIGINAL MANUSCRIPT. - The original manuscript of a Contractor Report shall consist of a one-sided master copy of the text, cleanly typed on opaque white paper, from which negatives and printing plates can be made, unscreened glossy prints of photographs, and original artwork of a quality suitable for reproduction

by offset printing. Suggestions for preparing acceptable copy are given in NASA SP-7047. The original manuscript should not be bound and should have consecutive page numbers added in proper sequence. Odd numbered pages are numbered at the bottom of the page on the right; even, on the left. To avoid damage in handling and shipping, the original manuscript should be carefully packaged.

DISTRIBUTION AND DUPLICATION. - From the review made at the Langley Research Center, the Contracting Officer will make a determination concerning publication and distribution, which the Contractor shall complete within thirty (30) days after receipt of approval copies.

1. If NASA Langley Research Center considers that the report should be distributed only in limited quantities, the Contractor shall be requested to prepare duplicates of the original manuscript and distribute the original manuscript and copies (not to exceed 100¹) in accordance with a distribution list supplied by the Contracting Officer. In this case, the report will be assigned a number in the NASA CR high-numbered series (CR number above 50,000) by the Contracting Officer. When necessary, the Contractor will be provided with any notices to be added to the cover concerning distribution limitations.

2. If the NASA Langley Research Center considers the report of such quality or interest that it warrants wide distribution, it will be recommended to NASA Headquarters for publication in the NASA CR low-numbered series, and the Contractor will be requested to forward the original manuscript, together with up to 25¹ duplicate copies to Langley Research Center addresses furnished by the Contracting Officer. At the direction of the Contracting Officer, advance distribution by the Center may be made to those having a need to know. Printing from the original manuscript for final distribution will be provided by NASA. NASA will include the CR number on the cover and provide the author(s) with 10 copies each of the final printed report. (Author(s) will not receive 10 copies each of restricted distribution reports.)

PRINTING STANDARDS. - To comply with NASA printing requirements and cost considerations, reports submitted should conform to the following standards. Any questions regarding implementation of these standards should be directed to the Langley Printing Management Officer (LPMO) at (804) 864-3284.

1. Multiple-copy production shall be by the offset duplicating method, except as described in subparagraphs 1a and 1b below.

a. Production may be on office copying machines or on diazo equipment when the number of copies is so small that such production is more economical than offset duplicating. However, the images will be clearly legible and permanent.

¹See Clause 18-52.208-81, Printing and Duplicating, for more detailed guidance.

REPORT DOCUMENTATION PAGE

Form Approved
OMB No. 0704-0188

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. AGENCY USE ONLY (Leave blank)		2. REPORT DATE May 1991	3. REPORT TYPE AND DATES COVERED Contractor Report	
4. TITLE AND SUBTITLE Science Needs for Real-Time Adaptable Data Products From the Earth Observing System			5. FUNDING NUMBERS C NAS1-18676	
6. AUTHOR(S) Paul D. Try, Paul F. Twitchell, and Christopher R. Redder				
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) Science and Technology Corporation 101 Research Drive Hampton, VA 23666-1340			8. PERFORMING ORGANIZATION REPORT NUMBER STC-42518	
9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES) National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225			10. SPONSORING/MONITORING AGENCY REPORT NUMBER NASA CR-0000	
11. SUPPLEMENTARY NOTES Langley Technical Monitor: David E. Bowker Final Report				
12a. DISTRIBUTION/AVAILABILITY STATEMENT Unclassified Unlimited Subject Category 43			12b. DISTRIBUTION CODE <i>(If contract specifies restricted distribution, state restriction instead of Unclassified-Unlimited.)</i>	
13. ABSTRACT (Maximum 200 words) Advancing the understanding of the Earth system requires improved knowledge of the time-variant governing processes, and the knowledge of these processes often comes only from real-time observations of the changing variables as seen from space. The unpredictability of what is to be measured and at what rate requires flexibility in the observational capability. The Earth Observing System (EOS) will be a major source of observational data during the next 10- to 25-year timeframe. Consequently, to ensure the needed advances in the understanding of the Earth system, real-time onboard processing is concluded to be a critical need for EOS. <i>(Provide an unclassified abstract not to exceed 200 words)</i>				
14. SUBJECT TERMS Real-time data needs; Onboard data processing; Real-time processing for EOS; EOS communication needs			15. NUMBER OF PAGES 76	
			16. PRICE CODE	
17. SECURITY CLASSIFICATION OF REPORT Unclassified	18. SECURITY CLASSIFICATION OF THIS PAGE Unclassified	19. SECURITY CLASSIFICATION OF ABSTRACT	20. LIMITATION OF ABSTRACT	

b. Any image that cannot be accommodated by a foldout (as described in paragraph 2 herein) will be produced by the diazo or electrostatic method in a size dictated by legibility requirements.

2. The page image size of cover and text pages including headings will not exceed 7 1/8 x 9 1/8 inches. Page image including page number will not exceed 7 1/8 x 10 inches. Diagrams, charts, drawings, etc., shall be reduced and, if necessary, run broadside to eliminate oversized pages. If such reduction is too great for legibility, the subject will be split and run on two facing pages or run as a foldout with an image not larger than 14 x 9 1/2 inches.

3. Text and foldout pages will be on either of two paper stocks:

a. Offset book paper, white, substance 50 lbs. (basis 25 x 38/1000 sheets, Joint Committee on Printing (JCP) A60).

b. Chemical wood writing paper, white or colored, substance 20 lbs. (basis 17 x 22/1000 sheets, JCP G30).

4. Covers, if necessary, will be on either of two paper stocks:

a. Vellum finish (or antique finish) cover paper, white or colored, substance 50 lbs. (basis 20 x 26/1000 sheets, JCP L20).

b. Chemical wood index paper, white or colored, substance 110 lbs. (basis 25 1/2 x 30 1/2/1000 sheets, JCP K20).

5. Use of tabs is expensive and rarely necessary. First consideration should be given to the use of a contents page. Second choice should be bleed-edge index markers. If tabs must be used, they will be duplicated on one side only, on chemical wood index paper, white or colored, substance 110 lbs. (basis 25 1/2 x 30 1/2/1000 sheets); they will be angle cut and not die cut.

6. All duplicating will be in black ink. If other or additional color is required for a functional purpose, approval in writing must be obtained from the Langley Printing Management Officer (LPMO) through the Contracting Officer before preparation of final reproduction copy.

7. Text pages of all documents produced will be reproduced on both sides of sheet where feasible.

8. Binding will be by fastening with wire staples or stitches, either one in a corner or two in the binding margin. Documents too thick to staple or stitch will be produced in two or more volumes. Prong fasteners, binding screws, plastic combs, and spiral and similar wire fasteners add to production time and costs, and generally their use should be avoided.

9. Plastic protective sheets will not be used.

10. When hard-cover protection of a document is needed, the document will be drilled with three round 1/4 inch or 3/8 inch holes, 4 1/4 inches center-to-center, for insertion into standard 3-ring binders. Special stamped, printed or silk-screened binders shall not be used. A single corner staple or stitch or a band will be used to hold the document together until it is put into a binder.

EXHIBIT 6

WARNING-RADIATION DOCUMENT

EXHIBIT G

WARNING-RADIATION DOCUMENT

High intensity TV projection systems present a potential hazard due to X-ray radiation. Two systems are currently used that operated at 35 kilovolts. These systems are so shielded that during normal operation the area in which they are used may be classified as an unrestricted area (less than 2.0 millirem per hour). The possibility does exist, however, that during maintenance and/or modification a worker may bypass the shielding and thereby risk exposure to potentially harmful levels.

The Contractor shall be fully aware of the nature of this hazard and shall institute whatever practices are necessary to acquaint his workers with the hazard and to provide for their safety. The Contractor shall be thoroughly familiar with applicable contents of Title 19, Code of Federal Regulations, Part 20, entitled "Standards for Protection Against Radiation." This document is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

The Contractor shall provide all administrative effort required for educating and monitoring of his personnel.

EXHIBIT H
SECURITY PLAN FOR UNCLASSIFIED COMPUTER SYSTEMS