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#### PART I - THE SCHEDULE

#### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

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

#### B.2 ESTIMATED COST, AWARD FEE AND FIXED FEE

The estimated cost of this contract, is  $\frac{10, 165, 364}{10, 165, 364}$  exclusive of the award fee of  $\frac{479, 392}{10, 644, 756}$ .

#### B.3 AWARD FEE AVAILABILITY SCHEDULE

The award fee available for each evaluation period will be determined based on the task orders performed during that period. If a task order is started and completed during a particular evaluation period, then the award fee for that particular task order will be included in the award fee available for that period only. If a task order is started in a particular evaluation period and extends beyond that period, then the award fee for that particular task will be distributed by the Government (with input from the Contractor) across the appropriate evaluation periods, considering the work to be performed in each impacted period. At the end of each evaluation period, the total available award fee pool will be added to the contract by modification. The sum of available award fee from two consecutive periods shall not exceed the award fee amount stated in Section B, B.2.

Period

Available Award Fee

November 1, 1996 - April 30, 1997 May 1, 1997 - October 31, 1997

B.4 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is 22,700.00. This amount is to cover the Government's obligation for performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount of  $\frac{1,200.00}{1,200.00}$  is obligated under this contract for payment of fee.

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

C.1 STATEMENT OF WORK--SYSTEMS ANALYSIS AND ENGINEERING RESEARCHSUPPORT CONTRACT (SAERS)

1.0 Purpose

This statement of work defines the NASA Langley Research Center requirement for engineering services to support research on aerospace physical phenomena. These requirements include, but are not limited to, technical tasks in the functional areas of systems analysis and integration studies; and engineering and operation support.

\*A fixed fee amount will be inserted if the Government exercises any of the six one-month options to extend the contract term as set forth in H.3, Options.

#### 2.0 Scope

The Contractor shall support Langley aeronautical and space research systems analysis and engineering activities. Specific requirements will be defined in task orders issued by the Contracting Officer. Some of these task orders may be classified (up to Top Secret). The scope and diversity of these task orders will encompass the broad scope of the mission responsibilities of the Langley's Aerospace research systems analysis and engineering activities and programs. The general categories of work to be performed under the task orders are outlined below.

3.0 Systems Analysis and Integration Studies

3.1 <u>Aeronautics Systems Analysis</u> - The Contractor shall perform systems analysis and conceptual studies for advanced military and civil aircraft designs. The output of these systems analysis and integration studies will be used by NASA to evaluate the technical content of ongoing and proposed vehicle research programs.

The Contractor shall perform conceptual design studies of future aircraft components and subsystems and shall investigate the impact and interaction of the key technologies on the survivability of the aircraft concept. Key technical issues shall be addressed through analysis and/or experimental testing. The Contractor shall perform other tasks that include analysis, design and testing of high temperature structures for supersonic vehicles as well as applied computational fluid dynamics (CFD) analyses for interpretation of supersonic experimental results.

The Contractor shall conduct evaluations and mission studies for advanced aircraft including large passenger transports, very large cargo transports, and general aviation aircraft concepts with the purpose of identifying and assessing critical and high payoff technology requirements that would need further research before final acceptance by NASA end-users. The Contractor shall also support future aeronautical requirements and the benefits associated with research programs to meet those requirements.

The Contractor shall conduct aerodynamic and sonic-boom research studies on candidate High-Speed Research Program (HSR) configurations. The Contractor shall perform computational fluid dynamics (CFD) optimization and analysis of High-Speed Civil Transport (HSCT) geometries in order to reduce the sonic-boom level while maintaining aerodynamic efficiency. Geometry of optimized HSCT configurations shall be developed in sufficient detail to allow for wind-tunnel model construction. Additionally, the Contractor shall validate standard and newly developed steady-state primary-carpet sonic-boom propagation codes and higher order analysis methods by utilizing flight test data from aircraft such as the SR-71, XB-70, as well as other flight experiments. Accuracy of the ground sonic-boom level in both psf and PLdB shall be verified along with the rate of shock coalescence through the atmosphere.

The Contractor shall complete tasks for Langley Aerospace Research programs by conducting aerodynamic integration, structural analysis, packaging, mission performance and acoustic studies of High-Speed Civil Transport (HSCT) aircraft concepts. These studies shall be performed to determine the optimum aerodynamic, weight and cost characteristics of these vehicles. Technology integration studies shall be performed by the Contractor to determine the relative merits and risks of emerging technologies applicable to a HSCT. Experimental data, as available, shall be incorporated into these studies. A suite of computer programs shall be utilized for these studies. The Contractor shall maintain these programs and make modifications necessary to reflect the state-of-the-art and to improve the study results.

The Contractor shall conduct multi-disciplinary systems studies that examine unique military aircraft configurations, evaluate the application of advanced research technologies to military aircraft, and develop or modify methodology necessary to analyze same. (Information regarding military aircraft will be provided with each task order when it is issued to the Contractor.) The Contractor shall be responsible for generating or analyzing the configuration layout, aerodynamics, weights, propulsion, performance, and sizing of advanced military configurations including both fighter/attack and military airlift transport aircraft.

3.2 <u>Hypersonic Vehicle Design, Systems Analysis and Computational Studies</u> - The Contractor shall perform airframe and engine design/performance tasks. These include engine/airframe integration, to explore, resolve, and establish the hypersonic airbreathing vehicle design/performance/technology matrix for advanced endoatmospheric and space-access concepts and assessing advanced transportation systems. These designs shall include Mach 4 to 8 cruise missiles, Mach 4 to 12 cruise airplanes, Mach 0 to 25 Single-Stage-to-Orbit (SSTO) vehicles, and Two-Stage-to-Orbit (TSTO) vehicles. Resolution of the vehicle design/ performance sensitivities is required to establish and prioritize NASA's research activities. A goal is to perform the vehicle design/performance tasks with enhanced fidelity, resolution and efficiency while evolving the design, performance and optimization methods.

The Contractor shall develop hypersonic vehicle conceptual/ preliminary designs and conduct systems studies which require numerous, detailed engineering analyses to adequately resolve performance for these vehicles. The Contractor shall perform multidisciplinary analysis in a synergistic manner in order to account for the numerous interactions and sensitivities among the design parameters of this vehicle class. Optimization of vehicle performance will be a major thrust of analytical efforts; this requires discipline methods enhancement and synthesis development. Each subtask shall be accomplished in sufficient detail to establish design and performance characteristics, meet specific subtask requirements, and deliver an appropriate level of accuracy.

The objective of the computational studies for Hypersonics is to provide applied analytical and numerical support of high speed and hypersonic vehicle studies and hypersonic propulsion technology experimental studies in support of the research programs at Langley. The Contractor may be required to conduct analyses associated with prediction of the complete aerodynamic and propulsive performance including thermal balance and their effect on high temperature structures for high-speed and hypersonic vehicles. The Contractor shall provide analyses to assist in interpretation of complex 3-D internal and external flow fields associated with hypersonic experimental programs.

The Contractor shall apply computational fluid dynamics (CFD) for predicting overall vehicle performance (powered and unpowered) at hypersonic speeds. Experimental, analytical, and CFD studies shall be used by the Contractor to advance methodologies for flight scaling at hypersonic speeds. Some of these studies are: parametric CFD studies of propulsion flowpaths including forebody, inlet, combustor, and nozzle; experimental, analytical, and/or CFD studies of basic fluid physics phenomena, including boundary-layer transition and their effect on structures. The Contractor shall provide, improve, and calibrate the tools and techniques necessary for analysis of hypersonic flight test vehicle designs and other hypersonic configurations. The Contractor shall perform other tasks that will include analysis, design and testing of high-temperature structures for hypersonic vehicles as well as applied CFD for interpretation of hypersonic experimental results.

3.3 <u>Spacecraft Mission and System Performance Analysis</u> - The Contractor shall apply state-of-the-art analysis techniques and tools to mathematically simulate six degrees of freedom dynamics and control of the international Space Station, future spacecraft, and in-space experiments in order to derive and/or verify mission and operations requirements and procedures. The Contractor shall assess the impacts of incorporating advanced guidance, navigation, and control technologies and/or operations on spacecraft mission requirements and performance and overall spacecraft systems designs.

The Contractor shall apply state-of-the-art scientific visualization techniques and tools to facilitate the understanding of complex engineering analysis. Methods of visual presentation shall be developed by the Contractor in order to derive and or verify mission and operations requirements and procedures for the international Space Station, future spacecraft, and in-space experiments. The Contractor shall visually demonstrate the impacts of differing guidance, navigation

and control techniques, mechanical operations and remote sensing technologies on spacecraft mission requirements, performance and overall spacecraft systems design.

The Contractor shall develop and maintain state-of-the-art satellite mission analysis techniques and tools to be used for both mathematically and visually simulating Earth-orbiting spacecraft. These techniques and tools should at a minimum provide the capability to fully address Earth-orbiting spacecraft trajectory design along with sensor and communications coverage.

The Contractor shall perform detailed design and systems analysis of remote sensing instrument concepts. The Contractor shall review concepts for ability to meet science research and development requirements, use of new technology, overall size, mass, power, data rates, data processing requirements, etc. The Contractor shall develop remote sensing instrument simulation models and provide assessments of technology design and analysis to meet performance in remote sensing instruments used for commercial applications.

The Contractor shall perform Communication and Tracking (C&T) system sizing and conceptual designs for pre-phase A/Phase A spacecraft studies. The Contractor shall support C&T software design and analysis tool development, maintenance, and utilization. The Contractor shall develop and maintain C&T component data bases. The Contractor shall identify necessary technologies for future C&T research and development programs.

The Contractor shall complete tasks in engineering, systems analysis and information management for the development of space experiments and for utilization and accommodation analyses. The Contractor shall complete tasks for NASA's Technology Experiment and Microgravity Experiment Programs to ensure that the technical and science objectives of the flight experiments are met.

The Contractor shall provide disciplinary expertise for analysis of specific configurations of spacecraft and space transportation vehicles. The primary disciplines include geometry, packaging, weights and sizing, aerodynamics, aeroheating, propulsion, performance, structures, costs, communications, command and data handling, power, thermal control, guidance, navigation and control, and operations.

The Contractor shall provide technical and logistics support for External Independent Readiness Reviews and assessments of major NASA space missions. The review technical areas include optics, science instruments (including detectors and electronics), science instrument accommodations, structures and dynamics, computers and software, spacecraft subsystems, propulsion, systems engineering, launch vehicle accommodations, and mission operations.

The Contractor shall provide improvements in the computer-aided design and engineering (CADE) techniques for conceptual modeling, design, optimization, and analysis of the systems/subsystems, environments, and physical hardware and phenomena relevant to advanced spacecraft and transportation vehicles.

#### 4.0 Engineering and Operations Support

4.1 <u>Flight Project Design. Engineering, and Development</u> - The Contractor shall provide the design, development, testing, integration, operation, and data retrieval for aeronautics and space flight programs, including the support of mechanical and electronic design of systems for both ground-based and flight (balloon, rctorcraft, aircraft, and spacecraft) use. The Contractor shall develop state-of-the-art measurement techniques, data retrieval and data processing systems required in current and future Langley projects. The Contractor shall complete technical design and analysis tasks such as mechanical design/engineering, electronic design/engineering, controls, thermal and structural analysis and design, electro-optics sensor and detector design/engineering for systems that may form a part of larger systems. The Contractor shall use electronic design and analysis tools that are consistent with those used by the government so that output can be consolidated with higher level processes. 4.2 <u>Project Planning</u> - The Contractor shall complete tasks involving focused technology projects, basic research projects, facilities test planning, flight operations and space projects, and construction of facility projects. The scheduling system provided by the Contractor shall be a component of the project performance measurement plans. The Contractor shall prepare standard analytical reports which include critical path analysis, contingency evaluation schedules, status impact assessments, problem analysis, and recommended solutions. The Contractor shall develop planning/scheduling software applications which include menus for user friendly access and data entry, standard tabular reports and graphics for data output. The Contractor shall develop routines for the exchange of data between different software packages. The Contractor shall prepare parametric cost estimates for comparison with grassroots bottoms-up estimates for various Langley technical projects.

#### 4.3 <u>Aircraft and Aircraft Systems Maintenance and Operations</u>

The Contractor shall perform tasks involving the maintenance and operation of the experimental systems of the Langley Transport Systems Research Vehicles (TSRV) and the Experimental Avionics Systems Integration Laboratory (EASILY). Specific tasks will address navigation, flight controls and software engineering, digital avionics systems interfaces, and experimental systems documentation. The Contractor shall maintain configuration control and documentation for all experimental systems.

The Contractor shall complete specific tasks involving flight operations by performing maintenance, modification, and repair for all support aircraft assigned to Langley. This maintenance will cover all activities associated with routine and unscheduled maintenance and servicing of all aircraft systems including avionics and electrical equipment. The Contractor shall conduct routine and unscheduled maintenance on assigned aircraft as well a ground support equipment. The Contractor shall supply and maintain an adequate inventory of spare parts and supplies for the assigned aircraft to achieve a high degree of aircraft operational readiness. The Contractor shall be responsible for the quality of the aircraft maintenance, products produced, or general services provided. Other task areas of aircraft operations include the operation, minor maintenance, and repair for the Langley Flight Control Center and meteorology office. The Contractor shall operate flight survival equipment, maintenance and issuance operations in support of Langley flight vehicles.

The Contractor shall provide qualified and current pilots to function as the copilot (1st Officer) on for the Langley B-737/100 and the B-757/200 aircraft on an "on-call" basis when required to meet project commitments. Such pilots must meet FAA requirements for basic aircraft qualification and meet FAA currency requirements in the aircraft.

#### 4.4 <u>Ground Test Systems and Test Technique Development</u>

The Contractor shall design and implement data acquisition and reduction systems, instrumentation systems and test processes for research testing in wind tunnel and laboratory environments. The Contractor shall use knowledge of the state-of-the-art in instrumentation and measurement systems, data acquisition and reduction methodology, and processing systems to support new and on-going programs in acoustical, structural, and aerodynamic research programs.

The Contractor shall use the state-of-the-art in test technology to develop innovative test techniques, test hardware, and systems to support the ground facility testing at Langley. Test techniques/systems will be used in laboratory as well as wind tunnel test environments. The Contractor shall complete technical design, analysis, and fabrication tasks in mechanical, electrical and or electronic, thermal, chemical and optical measurement systems to support aerodynamic, structural and acoustical testing.

#### SECTION D - PACKAGING AND MARKING

#### D.1 PACKAGING AND MARKING (ALTERNATE I) (NASA 18-52.210-75) (SEP 1990)

(a) The Contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The Contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches. The Contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontracts.

#### SECTION E - INSPECTION AND ACCEPTANCE

### E.1 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 as specified in task orders.

#### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1 PERIOD OF PERFORMANCE - TASK ORDERS

A. The period of performance for issuance of task orders is 12 months from the effective date of this contract, which is the date of signature by the Contracting Officer of NASA Langley Research Center.

B. Any task orders issued prior to the expiration of the period of performance for issuance of task orders shall be completed, subject to the limitations specified in B.2; provided that the Contractor will not be required to perform any work beyond 12 months after the period of performance for issuing task orders.

F.2 PLACE OF DELIVERY (LaRC 52.212-92) (OCT 1992)

Delivery shall be f.o.b. destination as specified in task orders.

F.3 PLACE(S) OF PERFORMANCE (LaRC 52.212-98) (OCT 1992)

- The place(s) of performance shall be:

NASA, Langley Research Center, Hampton, Virginia.

#### SECTION G - CONTRACT ADMINISTRATION DATA

#### G.1 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 18-52.216-87) (DEC 1988)

(a) Public vouchers for payment of costs and fee shall include a reference to this contract NAS1-96013, your taxpayer identification number, and be forwarded to:

NASA Langley Research Center Attn: Financial Management Division, MS 175 Hampton, VA 23681-0001 This is the designated paying office for cost and fee vouchers for purposes of the Prompt Payment clause of this contract.

Cost vouchers shall be submitted through:

DCAA, Columbia Branch Office 10025 Governor Warfield Parkway One Mall North, Suite 200 Columbia, MD 21044-3507

Fee vouchers shall be submitted through:

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

(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 Project management office (when required by the NASA

Contracting Officer).

(c) 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.2 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, utilities and existing furniture. The Contractor shall use Government telephones for official purposes only.

(b) Existing general- and special-purpose equipment.

(1) Existing equipment to be made available to the Contractor for use in performance of this contract on-site is listed in Exhibit A. The Government retains accountability for this property under the Installation-Provided Government Property clause, regardless of its authorized location.

(2) The Contractor shall not acquire property as a direct cost under this contract, unless written authorization is granted by the Contracting Officer. When authorized, 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 advise the Contracting Officer, in writing, before it brings property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, on-site for use on this contract.

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

(d) Institutional fire and security protection necessary to protect NASA facilities.

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

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

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

(h) Moving and hauling of Government property.

(i) 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.3 TASK ORDERS

A. As part of the procedures for issuing a task order, the Contractor shall normally submit, within 15 calendar days after receipt of each draft task order, a written Contractor task plan. The Contractor's task plan shall contain the information discussed below, which will be used in preparation of the final task order.

1. Discussion of the technical approach for performing the work.

2. Estimated date of commencement of work and any changes proposed to the schedule of performance.

- 3. Direct Labor Estimate
- 4. The travel and material estimates.
- 5. An estimate for subcontractors and consultants.
- 6. Estimated computer use time required, if applicable.
- 7. Other pertinent information, such as indirect costs and inter-divisional transfers.

8. The total estimated cost and fee, where appropriate, for completion of the task order. If a particular task order extends beyond a particular award fee evaluation period then the Contractor shall propose the appropriate distribution of award fee that is applicable for each period. Appropriate justification shall support the distribution of award fee.

B. The Contracting Officer and the COTR will review the Contractor's task plan. The Contracting Officer will negotiate any necessary changes with the Contractor. Written task orders will be issued solely by the Contracting Officer, and will contain the following information:

- 1. Task order number and date
- 2. Description of work and/or deliverable items
- 3. Total cost limitation
- 4. Required completion date and/or delivery schedule
- 5. Appropriate special instructions or information
- 6. Evaluation metrics for deliverables
- C. The Contracting Officer may modify task orders in the same manner they are issued.

D. In the event that there is a conflict between the requirements of the task order and the Contractor's task plan, the task order shall prevail.

E. A copy of each task order shall be furnished to the Contractor. To acknowledge receipt, the Contractor shall sign the "Acknowledgment" enclosed and return it to the Contracting Officer.

F. The final task plan represents the baseline to be used for reporting in Columns 7b and 7d of NASA Form 533M (See Exhibit B, Paragraph I.A.1).

#### G.4 TASK ORDER LIMITATIONS

Each task order shall specify a total cost limitation. Notwithstanding the Limitation of Funds clause, the Contractor shall not exceed the authorized cost set forth in each task order. If it becomes necessary to increase the cost limitation, the Contracting Officer will do so in writing via a task order modification.

#### G.5 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) 864-7765.

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

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

### G.6 AWARD FEE EVALUATIONS (LaRC 52.216-92) (JUN 1990)

A. The Contractor's performance hereunder shall be evaluated each period by an Evaluation Board in accordance with an established evaluation plan. A copy of this plan shall be furnished to the Contractor within 30 days of the effective date of this contract. This plan may be modified by the Government and a copy of any modification will be provided to the Contractor. The Board shall review the Contractor's performance for each period in the following areas:

- 1. Technical Ferformance
- 2. Management
- 3. Cost
- 4. Safety

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

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

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

E. The Contractor may submit evaluation plan recommendations pertinent to evaluation criteria, methods of measurement, definitions, ground rules, relative importance, etc., to the Contracting Officer. Such recommendations may be for the initial evaluation period or for subsequent periods. Recommendations for the initial period should be received by the Contracting Officer no later than the effective date of the contract and for subsequent periods no later than thirty (30) days prior to the beginning of the period.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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 in the performance of task orders involves: the management of the evaluation of Announcements of Opportunity (AO) process; the management of External Readiness Reviews and assessment processes, the evaluation of the Contractor's own products; access to other companies proprietary data; and participation by the Contractor in the development of requirements and specifications for both software and hardware systems.

(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

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.

#### H.2 OPTIONS

#### A. Priced Options/Extended Services

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," and FAR 37.111, the Contractor hereby grants to the Government options to extend the term of the contract by four one-year periods and six one-month periods. The first through fourth option periods are to be exercisable by issuance of a unilateral modification no later than 30 calendar days prior to the expiration of the contract. The fifth through tenth option periods are to be exercisable by issuance of a unilateral modification periods 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 amounts specified below for each option period.

ltem	First Option <u>Item Period</u>		Second Option Period	Third Option Period		Fourth Option Period	
Period of Perfor ance (Ref. F.1)	12 Mon	ths	12 Months	12 1	Months	12 Months	
Estimated Cost (Ref. B.2)	<b>\$</b> 9,332,77	7 <b>\$</b>	8,869,255	\$ 8,037,	296	\$ 7,514,461	
*Award Fee (Ref. B.2)	\$	\$		\$		\$	
Overtime Premium (Ref. Section I Clause 52.222-2)	\$ -0-	\$	-0-	\$ -0-	-	\$ -0-	
B. <u>Fifth thro</u>	ugh Tenth Opti	<u>on Periods</u>					
	Fifth Option <u>Period</u>	Sixth Option <u>Period</u>	Seventh Option <u>Period</u>	Eighth Option <u>Period</u>	Ninth Option <sup>-</sup> <u>Period</u>	Tenth Option <u>Period</u>	
Period of Performance (Ref. F.1)	One Month	One Month	One Month	One Month	One Month	One Month	
Estimated Cost (Ref. B.2)	<b>\$</b> 655,399	\$655,047	\$654,695	<b>\$</b> 654,342	\$653,990	<b>\$</b> 653,638	
Fixed Fee (Ref. B.2)	\$ 14,981	\$ 14,972	\$ 14,964	<b>\$</b> 14,955	\$ 14,946	<b>\$</b> 14,937	

\*The award fee available for each evaluation period will be determined in accordance with Provision B.3, Award Fee Availability Schedule.

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

This acquisition is being conducted under the regulatory delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is not applicable.

#### H.4 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.5 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 IR). 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. If necessary, an escort request shall be submitted by the employer of the foreign national. The LaRC Chief of Security will review this request and determine if an escort is appropriate and applicable. If approved, the specific escort will be performed by an individual designated by the LaRC Security Officer that meets U.S. citizenship and other suitability standards.

# H.6 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.7 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS BY REFERENCE

Pursuant to FAR 15.406-1(b), the completed Representations, Certifications and Other Statements of Offerors dated <u>February 26</u>, <u>1996</u>\* is hereby incorporated by reference.

#### H.8 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, <u>Taxes</u>. 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.9 OPTION TO PURCHASE CONTRACTOR-PROVIDED VEHICLES AND EQUIPMENT

At the end of the contract period of performance, the Contractor grants the Government options for the following: (1) The Contractor agrees to sell any Contractor-owned property used in performance of this contract to a successor Contractor at its depreciated value based on the Contractor's depreciation schedule; or (2) The Contractor agrees to sell any Contractor-owned property used in performance of this contract to the Government at its depreciated value based on the Contractor's depreciation schedule; or (3) The Contractor agrees to utilize the depreciated property on a follow-on contract if the Contractor is the successor Contractor; or (4) The Contractor agrees to sell the property for fair market value within 120 days after the end of the period of performance and will credit the contract for the amount of any excess of the sale price minus the cepreciated value and selling expenses. The Government may exercise one of the above options by unilateral modification issued to the Contractor not later than 30 days after the end of the contract period of performance.

#### H.10 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 at contract award. In the event the Government exercises its options to extend the term of the contract, the Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under the extension.

#### H.11- STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

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

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

Employee Class	Monetary Wage
Computer Operator I	\$ 8.34/hr.
Computer Operator II	\$ 9.33/hr.
Programing Assistant	\$10.40/hr.
Technical Illustrator	\$11.56/hr.

\* For purposes of this solicitation, the Small Business Administration has determined that NYMA is not a Small Disadvantaged Business. Electronic Systems Development Technician I Electronic Systems Development Technician II \$11.56/hr. \$12.80/hr.

#### FRINGE BENEFITS

Annual Leave	- Receives 13 days paid leave for service up to 3 years; 20 ays for 3 to 15 years service; and 26 days for 15 years service or over.
<u>Sick Leave</u>	- 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.
<u>Retirement</u>	<ul> <li>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 11.4% 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.</li> </ul>

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.12 PROVIDING FACILITIES TO CONTRACTORS

In accordance with FAR 45.302-1, it is the policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Facilities" include real property and plant equipment. Plant equipment includes personal property such as general purpose off-the-shelf equipment, machine tools, test equipment, furniture and vehicles. "Facilities" do not include material, special test equipment, special tooling or agency-peculiar property.

In keeping with the policy set forth in FAR 45.302-1, the Government will not provide NEW "facilities."

However, the Government will provide EXISTING facilities as listed in Exhibit A for use on-site at Langley Research Center. Any of these existing facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, will not be replaced by the Government, nor will the Government provide funds for the purchase of new facilities (including equipment), to the Contractor. If the facilities are still needed for contract performance, they must be replaced by the Contractor. Such replacement shall be made with Contractor-owned facilities.

H.13 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is  $\frac{N/A}{N}$ . Any costs that are not reimbursed due to the ceilings shall be

deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

Indirect Cost Pool	Ceiling Percentage	Allocation Base
N/A	N/A	N/A

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on N/A. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed\_using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

PART II - CONTRACT CLAUSES

#### SECTION 1 - CONTRACT CLAUSES

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

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

## 1.2 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

## CLAUSE NUMBER TITLE AND DATE

52.202-1 52.203-3 52.203-5 52.203-6	Definitions (OCT 1995) Gratuities (APR 1984) Covenant Against Contingent Fees (APR 1984) Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.204-2	Security Requirements (APR 1984)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 1995)
52.207-3	Right of First Refusal of Employment (NOV 1991)
52.208-8	Helium Requirement Forecast and Required Sources for Helium (FEB 1995)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-5	New Material (MAY 1995)
52.211-7	Other Than New Material, Residual Inventory and Former Government Surplus Property (MAY 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records - Negotiation (OCT 1995)
52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1995)
52.215-25	Subcontractor Cost or Pricing Data - Modifications (OCT 1995)
52.215-27	Termination of Defined Benefit Pension Plans (MAR 1996)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (MAR 1996)
52.215-40	Notification of Ownership Changes (FEB 1995)
52.215-41	Data (OCT 1995)
52.216-7	Allowable Cost and Payment (JUL 1991)
52.216-8	Fixed Fee (APR 1984)
52.219-6	Notice of Total Small Business Set-Aside (APR 1984)
52.219-8	Utilization of Small, Small Disadvantaged and Women Owned Small Business Concerns (OCT 1995)
52.219-14	Limitations on Subcontracting (JAN 1991)
52.222-1	Notice to the Government of Labor Disputes (APR 1984)
52.222-3	Convict Labor (APR 1984)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
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)
52.223-6	Drug-Free Workplace (JUL 1990)
52.223-14	Toxic Chemical Release Reporting (OCT 1995)
52.225-11	Restrictions on Certain Foreign Purchases (MAY 1992)

European Union Sanction for Services (JAN 1996)
Authorization and Consent (JUL 1995)
Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
Rights in Data - General (JUN 1987) Alternate III (JUN 1987)as modified by NASA FAR Supplement 18-52.227-14
Insurance - Liability to Third Persons (MAR 1996)
Limitation on Withholding of Payments (APR 1984)
Interest (JUN 1996)
Limitation of Funds (APR 1984)
Assignment of Claims (JAN 1986)
Electronic Funds Transfer Payment Methods (APR 1989)as modified by NASA FAR Supplement 18-32.908
Disputes (OCT 1995) Alternate I (DEC 1991)
Protest After Award (OCT 1995) Alternate I (JUN 1985)
Protection of Government Buildings, Equipment and Vegetation (APR 1984)
Continuity of Services (JAN 1991)
Notice of Intent to Disallow Costs (APR 1984)
Penalties for Unallowable Costs (OCT 1995)
Stop-Work Order (AUG 1989) Alternate I (APR 1984)
Changes - Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
Subcontracts (Cost-Reimbursement and Letter Contracts) (MAR 1996) Alternate I (JUL 1995)
Competition in Subcontracting (JAN 1996)
Subcontracts for Commercial Items and Commercial Components (OCT 1995)
Property Records (APR 1984)
Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
Inspection of Services - Cost-Reimbursement (APR 1984)
Limitation of Liability - Services (APR 1984)
Value Engineering (MAR 1989)
Termination (Cost-Reimbursement) (MAY 1986)
Excusable Delays (APR 1984)
Government Supply Sources (APR 1984)
Computer Generated Forms (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

## TITLE AND DATE

CLAUSE NUMBER

18-52.204-77	Submission of Security Plan for Unclassified Federal Computer Systems (Sep 1993)
18-52.204-78	Security Plan for Unclassified Federal Computer Systems (SEP 1993)
18-52.208-81	Restrictions on Printing and Duplicating (AUG 1993)
18-52.212-70	Notice of Delay (DEC 1988)
18-52.216-75	Payment of Fixed Fee (DEC 1988)
18-52.216-89	Allowable Cost and Payment (APR 1994)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.219-77	NASA Mentor-Protege Program (JAN 1994)
18-52.223-70	Safety and Health (FEB 1996)
18-52.223-74	Drug and Alcohol Free Workforce (MAR 1996)
18-52.228-71	Aircraft - Flight Risks (DEC 1988)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-70	Technical Direction (SEP 1993)
18-52.242-71	Travel Outside of the United States (DEC 1988)

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18-52.242-72	Observance of Legal Holidays (AUG 1992) Alternate I (SEP 1989) Alternate (SEP 1989)
18-52.242-73	NASA Contractor Financial Management Reporting (APR 1994)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989)

#### I.3 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.203-9	Requirement for Certificate of Procurement Integrity - Modification (SEP 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.217-9	Option to Extend the Term of the Contract (MAR 1989)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.232-25	Prompt Payment (MAR 1994)
52.242-4	Certification of Indirect Costs (OCT 1995)
52.242-13	Bankruptcy (JUL 1995)
52.252-6	Authorized Deviations in Clauses (APR 1984)
18-52.204-75	Security Classification Requirements (SEP 1989)
18-52.204-76	Security Requirements for Unclassified Automated Information Resources (SEP 1993)
18-52.215-84	Ombudsman (OCT 1995)
18-52.216-76	Award Fee for Service Contracts (SEP 1993)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994)

I.4 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (SEP 1995)

(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. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (SEP 1995)

(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.

#### 1.5 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 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 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)

(ii)

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.

Professional and technical services.

(A) The prchibition 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

(v) Penalties.

clause.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 78 months which represents a maximum of 66 months for issuance of task orders plus an additional 12 months for task order completion.

#### 1.7 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Compensation.

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

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit

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

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

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

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

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

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

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

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

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

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

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.lb(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.

(I) **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 thereof 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 employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

(p) Contractor's Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### I.9 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994)

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.

(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, guality, 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., periodic 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.

(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 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.10 CERTIFICATION OF INDIRECT COSTS (FAR 52.242-4) (OCT 1995)

(a) The Contractor shall -

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates:

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief linancial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, shall result in payment of indirect costs at rates unilaterally established by the Government.

(c) The certificate of indirect costs shall read as follows:

#### CERTIFICATE OF INDIRECT COSTS

This is to certify that to the best of may knowledge and belief:

1. I have reviewed this indirect cost proposal;

2. All costs included in this proposal (identify proposal and data) to establish billing or final indirect costs rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR or its supplements, including, but not limited to: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and goodwill; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare under penalty of perjury that the foregoing is true and correct.

Firm:	NYMA, In	1 <u>C.</u>				
Signature: Camela John pron						
Name of Continuing Official Pamela J. Thompson						
Name U			Courses Administration			
Title:	vice Pre	esident,	corporate Administration			
Date of Execution: August 7, 1996						

I.11 BANKRUPTCY (FAR 52.242-13) (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, 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 filling. 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.

1.12 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

TOP SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Exhibit D.

#### I.14 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES (NASA 18-52.204-76) (SEP 1993)

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and the clauses of this contract, the Contractor shall initiate personnel screening checks and obtain user responsibility agreements, as required by this clause, for each Contractor employee requiring unescorted or unsupervised physical access or electronic access to all limited or controlled areas, systems, programs and data.

(1) The Contractor shall submit a personnel security questionnaire (NASA Form 531, Name Check Request, for National Agency Check (NAC) investigations and Standard Form 85P, Questionnaire for Public Trust Positions, for specified sensitive positions) and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the installation Security Officer for each Contractor employee who requires access. The required forms may be obtained from the installation security office. Employees may have finger-prints taken at the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228), only between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday, or at any police department.

(i) Several months may be required for completion of complex personnel screening investigations. Background screening may not be required for employees with recent or current Federal Government investigations.

(ii) When employee access is necessary prior to completion of personnel screening, each Contractor employee requiring access may be considered for escorted access. The installation Security Officer will establish the eligibility of proposed escorts.

(2) The Contractor shall ensure that each Contractor employee requiring access executes any user responsibility agreements required by the Government prior to access. The Contractor shall provide signed copies of the agreements to the installation Security Officer for inclusion in the employee's security file. Unauthorized access is a violation of law and punishable under the provisions of 18 U.S.C. 1029, 18 U.S.C. 1030 and other applicable statutes.

(3) The Contractor shall notify the installation AIS Manager no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than 10 days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within 30 days.

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

#### I.15 OMBUDSMAN (NASA 18-52.215-84) (OCT 1995)

An ombudsman has been appointed to hear concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. The purpose of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official, but to communicate concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel and to work to resolve them. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to call Sandra S. Ray at (757) 864-2428. The LaRC Ombudsman is

Belinda Adams. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, Thomas S. Luedtke at (202) 358-2090.

### I.16 AWARD FEE FOR SERVICE CONTRACTS (NASA 18-52.216-76) (SEP 1993)

(a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement Clause 18-52.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Contracting Officer will issue a unilateral modification to the contract that will recognize the award fee earned. The Contractor is not required to submit a separate voucher for earned award fee. The Contracting Officer will make payment based on the unilateral modification.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at B.3. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

I.17 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 Installation-Provided Government Property, 15 pages
- Exhibit B Contract Documentation Requirements, 5 pages
- Exhibit C Register of Wage Determination and Fringe Benefits, June 20, 1995, 9 pages
- Exhibit D Contract Security Classification Specification, DD Form 254, 2 pages
- Exhibit E Procedures for the Preparation and Approval of Contractor Reports for Langley Research Center, Form PROC./P-72, May 1992, 4 pages

EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	HOOH
1262435	COMPUTER, MICRO	GATEWAY 2000	NEW TOWER	1200	113B
1345267	TERMINAL	<b>AT AND T INFORMATION SYSTEMS</b>	DDM PLUS	1201	112
1257079	DISPLAY UNIT	GATEWAY 2000	CS1572FS	1202	114
1423573	CONVERTER, FREQUENCY	UNITRON INC F-AVTEL CORP	GFC2514	1202	116
19923	OSCILLOSCOPE, STORAGE, DIGITAL	NICOLET SCIENTIFIC F-FEDERAL	2090-3A	1202	117
143358	MULTIMETER, DIGITAL	BECKMAN INDUSTRIAL CORP	4410	1202	117
473048	MULTIMETER, DIGITAL	HEWLETT-PACKARD CO	3490A	1202	117
473070	<b>OSCILLOSCOPE, PORTABLE</b>	TEKTRONIX INC	465R465	1202	117
473925	OSCIITOGRAPH	CVC PROD'S F-CONSOLIDATED VAC	5 124P4 18	1202	117
530657	CONTROLLER, OSCILLOSCOPE	NICOLET SCIENTIFIC F-FEDERAL	204-2	1202	117
532310	MULTIMETER, DIGITAL	FLUKE JOHN MFG CO INC	8000A	1202	117
1088322	COMPUTER, MINI	SUN MICROSYSTEMS INC	147B4/75FGX16P40	1202	117
1088323	DISPLAY UNIT	SONY CORP	GDM1662B	1202	117
1088324	DISK DRIVE UNIT	SUN MICROSYSTEMS INC	411	1202	117
1090081	EXPANSION BOX, CHASSIS	ELMA ENGINEERING	32V68416T12H-P350T	1202	117
1242985	DISK DRIVE UNIT	SUN MICROSYSTEMS INC	811	1202	117
1255829	DISPLAY UNIT	VIEWSONICS INC	TX1713MV	1202	117
1422956	COMPUTER, MICRO	DELL COMPUTER CORP F-PC'S LTD	XPSP90MT	1202	117
G079661	DISK DRIVE UNIT	SUN MICROSYSTEMS INC	X558H	1202	117
1257918	EXHIBIT, DISPLAY	DOWNING DISPLAY INC	UP95306	1202	119
19926	ANALYZER, SPECTRUM, RF SECTION	HEWLETT-PACKARD CO	8554B	1202	122
19927	ANALYZER, SPECTRUM, IF SECTION	HEWLETT-PACKARD CO	8552B	1202	122
141619	PLOTTER, GRAPHICS	HEWLETT-PACKARD CO	7440A	1202	122
465184 (	<b>DSCILLOSCOPE, PORTABLE</b>	TEKTRONIX INC	465R465	1202	122
465258	METER, POWER, RF	HEWLETT-PACKARD CO	436A	1202	122
465259 (	COUNTER, FREQUENCY	HEWLETT-PACKARD CO	5342A	1202	122
465261	Meter, Power, RF	HEWLETT-PACKARD CO	436A	1202	122
465270	MULTIMETER, DIGITAL	FLUKE JOHN MFG CO INC	8024B	1202	122
465285	AMPLIFIER, SELECTIVE	PRINCETON APPLIED RESEARCH	189	1202.	122
465289 /	AMPLIFIER, LOCK-IN	PRINCETON APPLIED RESEARCH	186	1202	122
1  4465294 (	CALIBRATOR, VOLTAGE/CURRENT	FLUKE JOHN MFG CO INC	382A	1202	122
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EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	MOON
465308	ANALYZER, SPECTRUM	SCI ATLNTA F-SPECTFIAL DYNAMICS	SD330A	1202	122
465309	ANALYZER, SPECTRUM	HEWLETT-PACKARD CO	141T	1202	122
468988	COUNTER, FREQUENCY	HEWLETT-PACKARD CO	5245L	1202	122
532574	CONVEHIER, FREQUENCY	HEWLETT-PACKARD CO	5255A	1202	122
532863	COMPUTER, MICRO	HEWLETF-PACKARD CO	HP85A	1202	122
547864	<b>GENERATOR, FUNCTION</b>	WAVETEK SAN DIEGO INC	275	1202	122
849322	AMPLIFIER, LOCK IN	LITHACO INC	393-01MODIFIED	1202	122
1086427	COMPUTER, MICRO	NORTHGATE COMPUTER SYSTEMS	ELEQANCE325	1202	122
35559	GAS DRYER	PERIMA PURE PRODUCTS INC	PD1000-24SS	1202	123
35578	GAS DRYER	PERMA PURE PRODUCTS INC	PD1000-24SS	1202	123
35579	GAS DRYER	PERMA PURE PRODUCTS INC	PD1000-24SS	1202	123
35708	INTERFACE UNIT, ADP	IOTECH	DAQBOOK200	1202	123
37677	COMPUTER, MICRO	NEC TECHNOLOGIES INC DIV OF NE	PC6100-11402	1202	123
37678	COMPUTER, MICRO	NEC TECHNOLOGIES INC DIV OF NE	PC6100-11402	1202	123
53441	PRINTER, ADP	HEWLEIT-PACKARD CO	2225C	1202	123
53506	PLOTTER, GRAPHICS	HEWLETT-PACKARD CO	7440A	1202	123
55497	PRINTER, ADP	HEWLETT-PACKARD CO	2225C	1202	123
137547	PRINTER, ADP	SIEMENS CORP	PT88	1202	123
143054	COMPUTER, MICRO	COMPAQ COMPUTER CORP	286 (101710)	1202	123
221654	DEWAR, LIQUID NITROGEN	<b>QUANTUM ASSOCIATES INC</b>	LN2-1	1202	123
259488	AMPLIFIER, POWER, RF	SPECTRA-PHYSICS INC LASER ANAL	NONE	1202	123
280983	LIGHT CHOPPER, VARIABLE SPEED	LASER PRECISION CORP	CTX534	1202	123
404832	RECORDER, CHART, STRIP	SOLTEC CORP	33144	1202	123
429952	<b>VOLTMETER, DIFFERENTIAL</b>	FLUKE JOHN MFG CO INC	883AB	1202	123
461970	<b>VOLTMETER, DIFFERENTIAL</b>	FLUKE JOHN MFG CO INC	883AB	1202	123
464002	RECORDER, X-Y	HEWLETT-PACKARD CO	7046A	1202	123
464621	AMPLIFIER, LOCK-IN	ITHACO INC	393	1202	123
465183	AMPLIFIER, LOCK-IN	ITHACO INC	393-01MODIFIED	1202	123
465263	OSCILLOSCOPEMULTIMETER	TEKTRONIX INC	213	1202	123
465268	MICHOSCOPE	<b>BAUSCH AND LOMB INC</b>	SVB73	1202	123
465292		PRINCETON APPLIED RESEARCH	186	1202	123
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EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	MOOH
465312	COMPUTER, MICRO	HEWLETT-PACKARD CO	HP85A	1202	123
465333	AMPLIFIER, LOCK-IN	PRINCETON APPLIED RESEARCH	186	1202	123
467917	<b>VOLTMETER, DIFFERENTIAL</b>	FLUKE JOHN MFG CO INC	883AB	1202	123
468982	OSCILLOSCOPE, GENERAL PURPOSE	TEKTRONIX INC	535A/RM35A	1202	123
469546	OSCILLATOR, TRANSFER	HEWLETT-PACKARD CO	5257A	1202	123
528333	CURVE TRACER, TRANSISTOR	TEKTRONIX INC	577D1MODIFIED	1202	123
528866	MICHOSCOPE	FIEICI IERT C OPTISHE WERKE	ZETOPAN	1202	123
533297	<b>CAMERA, STILL PICTURE</b>	AMERICAN OPTICAL CO	679A	1202	123
548067	PLOTTER, GRAPHICS	HEWLETT-PACKARD CO	7475	1202	123
802228	CONTROLLER, INTERFACE	IOTECH	PERSONAL488NB	1202	123
802789	RECORDER, CASSETTE, VIDEO	SONY CORP	SLV400	1202	123
802790	CAMERA, RECORDING, VIDEO	SONY CORP	CCD-FX520	1202	1.23
803954	MODEM, COMMUNICATIONS	PRACTICAL PERIPHERALS INC	PM14400FX	1202	123
847459	PRINTER, ADP	HEWLETT-PACKARD CO	2277A	1202	123
1085261	COMPUTER, MICRO	GRID SYSTEMS CORP SUB OF TANDY	1535	1202	123
1085262	DISK DRIVE UNIT	GRID SYSTEMS CORP SUB OF TANDY	3401	1202	123
1088395	ANALYZER, SPECTRUM	STANFORD RESEARCH SYSTEMS INC	SR760	1202	123
1092603	TRANSPORT, MAGNETIC TAPE	IOMEGA	B144T	1202	123
1093021	DISPLAY UNIT	GATEWAY 2000	PMV1448	1202	123
1093022	COMPUTER, MICRO	GATEWAY 2000	486/33C	1202	123
1155904	PRINTER, ADP	HEWLETT-PACKARD CO	33481A	1202	123
1155977	DISK DRIVE UNIT	IOMEGA	B290X-UNI	1202	123
1158614	GENERATOR, FUNCTION	STANFORD RESEARCH SYSTEMS INC	DS345	1202	123
1158950	DISK DRIVE UNIT	NEC CORP	CDR74	1202	123
1159951	MULTIMETER, DIGITAL	FLUKE JOHN MFG CO INC	45	1202	123
1254732	DISPLAY UNIT	GATEWAY 2000	CS1572FS	1202	123
1254733	COMPUTER, MICRO	GATEWAY 2000	486DX2-50	1202	123
1255248	DETECTOR, INFRARED	ELECTRO-OPTICAL SYSTEMS INC	IS020E73LN6	1202	123
1255397	PRINTER, ADP	-IEWLETT-PACKARD CO	C2114A	1202	123
1, 1257925	MONITOR, TELEVISION	SONY CORP	KV27TS29	1202	123
1263226	BREADBOARD, OPTICAL	VEWPORT/KLINGER FRMLY NEWPORT	XA23	1202	123
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ECUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BILKS	HOOH
1263577	INTERFACE UNIT, ADP	IOTECH	DAQBOOK200	1202	123
1263595	OSCILLOSCOPE	<b>JENSEN TOOLS INC</b>	325A	1202	123
1263621	PHINTER, ADP	HEWLE IT-PACKARD CO	C2039A	1202	123
1425680	COMPLITER, MICRO	NEC TECHNOLOGIES INC DIV OF NE	PC490-7562	1202	123
1425995	CONFROLLER, PRESSURE	MKS INSTRUMENTS INC	250C1A	1202	123
1426924	VACUUM PUMP	ELNIK INSTRUMENTS INC.	MD4L	1202	123
1428576	VACUUM PUMP	ELNIK INSTRUMENTS INC.	MD4L	1202	123
G074251	<b>COMPUTER, MICRO</b>	DELL COMPUTER CORP F-PC'S LTD	316SX	1202	123
G075508	AMPLIFIER, LOCK IN	S LANFORD RESEARCH SYSTEMS INC	SR510	1202	123
G078421	DISPLAY UNIF	DELL COMPUTER CORP F-PC'S LTD	VC2	1202	123
G078796	PRINTER, ADP	HEWI.ETT-PACKARD CO	C2106A	1202	123
21345	OSCILLOSCOPE, PORTABLE	LEADER INSTRUMENTS CORP	LB0315	1202	124
53045	COMPUTER, MICRO	COMPAQ COMPUTER CORP	26601140	1202	124
53393	OSCILLOSCOPE, PORTABLE	LEADER INSTRUMENTS CORP	LBO315	1202	124
57994	COMPUTER, MICRO	COMPAQ COMPUTER CORP	PORTABLE III2660	1202	124
221924	COMPUTER, MICRO	MAY COMPUTERS CORP	MEGA AT	1202	124
258096	DISPLAY UNIT	INTERNATIONAL BUSINESS MACHINE	5154-001	1202	124
284882	<b>AMPLIFIER, SELECTIVE</b>	PRINCETON APPLIED RESEARCH	189	1202	124
463920	CAMERA, STILL PICTURE	POLAROID CORP	100LAND	1202	124
464622	POWER SUPPLY, SPECIAL PURPOSE	SPECTRA-PHYSICS INC LASER ANAL	LCM	1202	124
464745	AMPLIFIER, LOCK-IN	PRINCETON APPLIED RESEARCH	5101	1202	124
464746	AMPLIFIER, LOCK-IN	EG AND G INC	5101/98	1202	124
465186	AMPLIFIER, LOCK IN	PRINCETON APPLIED RESEARCH	5101	1202	124
465198	AMPLIFIER, SELECTIVE	PRINCETON APPLIED RESEARCH	189	1202	124
465335	OSCILLOSCOPE, DUAL BEAM	HEWLETT-PACKARD CO	1740A	1202	124
472741	STANDARD, CALIBRATION	FLUKE JOHN MFG COINC	335D	1202	124
527728	AMPUFIER, SELECTIVE	PRINCETON APPLIED RESEARCH	189	1202	124
527886	OSCILLOSCOPE, GENERAL PURPOSE	TEKTRONIX INC	7704A/R7704	1202	124
531867	MULTIMETER, DIGITAL	HEWLETT-PACKARD CO	3476B	1202	124
533674	PRINTER, ADP	HEWLETT-PACKARD CO	2225C	1202	124
801218	GENERATOR, FUNCTION	STANFORD RESEARCH SYSTEMS INC	DS345	1202	124
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Property
Installation-Provided

EQUIPMENT CONTROL NO	FOURPMENT DESCRIPTION	MANUIFACTURER	MODEL NUMBER	BLDG	ROOM
801219	GENERATOR, FUNCTION	STANFORD RESEARCH SYSTEMS INC	DS345	1202	124
1086924	RECORDER, CLIMER, STRIP	SOLTEC CONP	DS8404	1202	124
1090999	GENERATOR, FUNCTION	STANFORD RESEARCH SYSTEMS INC	DS345/1	1202	124
1093205	POWER SUPPLY, LASER	LASER PLIOTONICS INC	L5830	1202	124
1158083	POWER SUPPLY, LASER	LASER PLIOTONICS INC	L5830	1202	124
1160131	POWER SUPPLY	SAFE POWER SYSTEMS	1400	1202	124
473904	DEWAR, LIQUID NITROGEN	UNION CARBIDE COFP	LS160	1202	126
1427289	TRANSPORT, MAGNETIC TAPE	HEWLETT-PACKARD CO	C1552A	1202	146
426594	TESTER, AIRCRAFT SPEED	DORNIER GMBH ZWEIGWERK	218	1202	148
803559	DISK DRIVE UNIT	NEC CORP	CDR600	1202	148
1084559	COMPUTER, MICRO	MARKET WEST COMPUTER GROUP	GP486-25	1202	148
1255358	PRINTER, ADP	HEWLETT-PACKARD CO	C2001A	1202	148
1257080	COMPUTER, MICRO	GATEWAY 2000	4DX2-66E	1202	148
1257572	DISPLAY UNIT	NANAO-USA	MA2073	1202	148
1259473	DISPLAY UNIT	VIEWSONICS INC	2182	1202	148
1261348	SCANNER, COMPUTER	SHARP ELECTRONICS CORP	JX325	1202	148
1261517	PRINTER, ADP	TEKTRONIX INC	4684	1202	148
1262600	COMPUTER, MICRO	ZEOS INTL LTD	<b>PANTERA90PI</b>	1202	148
1422957	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	M1728U	1202	148
G074940	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1404HMA-I	1202	148
G077231	DISK STORAGE UNIT	ALPI-IATRONIX	INSPIRE	1202	148
G077383	COMPUTER, MICRO	MICROSERVE	386/33	1202	148
G077740	PRINTER, ADP	OKIDATA CORP	391	1202	148
G078641	PRINTER, ADP	HEWLETT-PACKARD CO	33471A11P	1202	148
20259	PRINTER, ADP	OKIDATA CORP	GE5253A	1202	150
20794	GENERATOR, FUNCTION	WAVETEK SAN DIEGO INC	21	1202	150
35605	<b>MULTIMETER, DIGITAL</b>	WAVETEK SAN DIEGO INC	850	1202	150
140286	THERMOMETER, DIGITAL	INSTRULAB INC	4202-13-14-6	1202	150
1 43357	MULTIMETER, DIGITAL 1	<b>BECKMAN INDUSTRIAL CORP</b>	4410	1202	150
🖌 533241	PRINTER, ADP	HEWLETT-PACKARD CO	2225A	1202	150
777892	CONTROLLER, OSCILLOSCOPE	NICOLET SCIENTIFIC F-FEDERAL	206-2	1202	150

	Property
EXHIBIT A	Installation-Provided

	EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	ROOM
	801571	MULTIMETER, DIGITAL	FLUKE JOHN MFG COINC	87	1202	150
	1255216	OSCILLOSCOPE	TEKTRONIX INC	2232	1202	150
	1428516	GENERATOR, WAVEFORM	WAVETEK CORP	395	1202	150
	1428638	<b>GENERATOR, WAVEFORM</b>	WAVETEK CORP	395	1202	150
	G076139	MULTIMETER, DIGITAL	FLUKE JOI IN MFG CO INC	8842A	1202	150
	G078700	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1403HMA	1202	152
	G079398	COMPUTER, MICRO	COMPAG COMPUTER CORP	2585(386/33L)	1202	152
	20014	AMMETER	EXOTECHINC	A82-222	1202	209
	55338	MULTIMETER, DIGITAL	EXOTECHINC	380972	1202	209
	846337	PRINTER, ADP	EPSON AMERICA INC	LQ2550P24MA	1202	209
	846898	COMPUTER, MICRO	COMPAQ COMPUTER CORP	2572	1202	209
	846899	DISPLAY UNIT	COMPAQ COMPUTER CORP	420	1202	209
	57273	PRINTER, ADP	EPSON AMERICA INC	P78PA(LQ500)	1202	227
	60916	COMPUTER, MICRO	JOIN DATA TECHNOLOGY	386	1202	227
	60917	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1402HMA	1202	227
	846886	PRINTER, ADP	EPSON AMERICA INC	LQ510	1202	227
	846953	DISPLAY UNIT	COMPAQ COMPUTER CORP	420	1202	227
	1262554	COMPUTER, MINI	SUN MICROSYSTEMS INC	447	1202	227
	1262555	DISPLAY UNIT	SUN MICROSYSTEMS INC	GDM20D10	1202	227
	1255396	PRINTER, ADP	HEWLETT-PACKARD CO	C2114A	1202	251
	1256270	POWER SUPPLY, LASER	LASER PHOTONICS INC	L5830	1202	259
	1424918	<b>DETECTOR, INFRARED</b>	ELECTRO-OPTICAL SYSTEMS INC	IS020LN6STS	1202	259
	53049	PRINTER, ADP	HEWLETT-PACKARD CO	2225C	1202	266
	138890	COMPUTER, MICRO	HEWLETT-PACKARD CO	45940A	1202	266
	138892	DISPLAY UNIT	HEWLETT-PACKARD CO	35743A	1202	266
	1256662	<b>GENERATOR, FUNCTION</b>	STANFORD RESEARCH SYSTEMS INC	DS345/1	1202	266
	848766	COMPUTER, MICRO	COMPUADD	A000	1202	2271
	55316	OSCILLOSCOPE 1	TEKTRONIX INC	2230	1202	117C
- 2	1092704	DISK DRIVE UNIT	CONTEMPORARY CYBERNETICS GROUP	CY2000SO	1202	117C
	1260937	COMPUTER, MICRO	GATEWAY 2000	NEW TOWER	1202	117C
	1260938	COMPUTER, MICRO	GATEWAY 2000	NEWTOWER	1202	117C

EXI IIBIT A Installation-Provided Property

EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	MOOH
1260939	DISPLAY UNIT	GATEWAY 2000	CS1776LE	1202	117C
1261018	DISPLAY UNIT	GATEWAY 2000	CS1776LE	1202	117C
1262335	PFINTER, ADP	HEWLETT-PACKARD CO	C2001A	1202	1170
1424363	DISPLAY UNIT	NEC TECHNOLOGIES INC DIV OF NE	JC2131VMA	1202	117C
282405	POWER METER	LOGITEK INC	YMA3412D	1202	LOFT
472793	OSCILLOSCOPE, STORAGE	HEWLETT-PACKARD CO	1741A	1202	N1846
21287	DETECTOR, INFRARED	ELECTRO OPTICAL SYSTEMS INC	MCT311S020	1202	82
21312	DEFECTOR, INFRAMED	ELECTRO OPTICAL SYSTEMS INC	MCT1S020	1202	82
533213	RECORDER, CHART, STRIP	SOLIEC CORP	3314MF	1202	WLE
138128	PLOTTER, GRAPHICS	HEWLETT-PACKARD CO	7550A	1209	18
1087031	DISPLAY UNIT	GATEWAY 2000	0070U	1209	18
1262410	PHINTER, ADP	HEWLETT-PACKARD CO	C2007A	1209	18
1254804	PRINTER, ADP	TEXAS INSTRUMENT DIGITAL SYS	MICROLASER PLUS	1209	127
1424016	<b>COMPUTER, MICRO</b>	DELL COMPUTER CORP F-PC'S LTD	433S/LN	1209	127
1424018	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VCBBN	1209	127
1262987	<b>COMPUTER, MICRO</b>	DELL COMPUTER CORP F-PC'S LTD	433L	1209	235
1263418	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VC8BN	1209	235
848665	SCANNER, COMPUTER	APPLE COMPUTER INC	A9M0337	1209	106C
1087516	PRINTER, ADP	TEKI RONIX INC	4694	1209	106C
1089855	COMPUTER, MICRO	APPLE COMPUTER INC	MACINTOSHIIFX	1209	106C
1089856	DISPLAY UNIT	SONY CORP	GDM1950	1209	106C
1090606	PRINTER, ADP	APPLE COMPUTER INC	M6000	1209	106C
1256114	COMPUTER, MICRO	APPLE COMPUTER INC	M4440	1209	106C
1257313	SCANNER, COMPLITER	APPLE COMPUTER INC	M5813	1209	106C
1264454	DISPLAY UNIT	SONY CORP	461	1209	106C
1422517	COMPUTER, MICRO	APPLE COMPUTER INC	M1688	1209	106C
846230	PRINTER, ADP	<b>BROTHER INTERNATIONAL CORP</b>	FIL8E	1209	16C
1083711	DISK DRIVE UNIT	MASS MICROSYSTEMS INC	DATAPAKI	1209	16C
	COMPUTER, MICRO	GATEWAY 2000	38625 <b>D</b> X	1209	16C
1255964	COMPUTER, MICRO	DELL COMPUTER CORP F-PC'S LTD	450L <sup>8</sup> ,	1209	16C
1255967	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VCBN -	1209	16C

EXHIBIT A Installation-Provided Property

	EQUIPMENT CONTROL No.	EQUIPMENT DESCHIPTION	MANUFACTURER	MODEL NUMBER	BLDG	MOOH
	1158065	PRINTER, ADP	HEWLETT-PACKARD CO	33449A	1209	16D
	1255965	COMPUTER, MICRO	DELL COMPUTER CORP F-PC'S LTD	450L	1209	16D
	1255970	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VCBN	1209	16D
	1262438	COMPUTER, MICRO	GATEWAY 2000	NEW TOWER	1209	17A
	1262439	DISPLAY UNIT	NANAO-USA	MA1760	1209	17A
	1086634	<b>COMPUTER, MICRO</b>	GATEWAY 2000	386/33DXC	1209	178
	1086635	DISPLAY UNIT	MITSUBISHI ELECTRIC CORP	HL6935ATK	1209	178
	60472	PRINTER, ADP	HEWLETT-PACKARD CO	33447A	1209	202
	1159324	TRAILER	LIDDELL-BIRMINGHAM TRAILER CO	202WD	1209	200
	1083985	DISPLAY UNIT	INALIUS INC	GDM1950	1219	227
	1156715	PRINTER, ADP	HEWLETT-PACKARD CO	C2106A	1229	102
	1255963	COMPUTER, MICRO	DELL COMPUTER CORP F-PC'S LTD	450L	1229	102
	1255969	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VCBN	1229	102
	1262986	COMPUTER, MICRO	DELL. COMPUTER CORP F-PC'S L'ID	433L	1229	212B
	1262988	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VCBBN	1229	212B
	1084612	COMPUTER, MICRO	APPLE COMPUTER INC	M5525(11FX)	1232	123
	60533	SCANNER, COMPUTER	MICROTEK LAB INC MICROTEK GOVE	MSF300GS	1232	HALL
	60872	INTERFACE, SCANNER	MICROTEK LAB INC MICROTEK GOVE	MS-SCSI/G	1232	HALL
	404801	PRINTER, ADP	GENERAL ELECTRIC-DATEL DIV OF	DPP-Q7A2	1244	114
	57202	COMPUTER, MICRO	LOOP	286	1244	132
	57204	DISPLAY UNIT	SAMSUNG ELECTRONICS	CM4531	1244	132
	139829	COMPUTER, MICRO	PC'S LIMITED SEE DEL COMPUTERS	AT114(286)	1244	132
	1345270	TERMINAL	AT AND T INFORMATION SYSTEMS	DDM-PLUS	1244	132
	1426973	COMPUTER, MICRO	MICHOMAX DISTRIBUTION	NONE (VERIFIED)	1244	132
	1426974	COMPUTER, MICRO	MICROMAX DISTRIBUTION	NONE (VERIFIED)	1244	132
	1426975	COMPUTER, MICRO	MICROMAX DISTRIBUTION	NONE (VERIFIED)	1244	132
نى بەر	1426976	DISPLAY UNIT	TECHMEDIA	TCM1448G	1244	132
	1426977	DISPLAY UNIT	TECHMEDIA	TCM1448G	1244	132
-	1426978	DISPLAY UNIT	TECHMEDIA	TCM1448G	1244	132
	1524074	DISPLAY UNIT	NEC ELECTRONICS USA INC	XE15	1244	132
	404836	DISPLAY UNIT	INTERNATIONAL BUSINESS MACHINE	5151-001	1244	142

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Installation-Provided Property

CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	ROOM
60470	PRINTER, ADP	HEWLETT-PACKARD CO	33447A	1244	153
1085769	COMPUTER, MICRO	GATEWAY 2000	386/33DXC	1244	153
1091043	DISPLAY UNIT	MITSUBISHI ELECTRIC CORP	HIL6945ATK	1244	153
G074358	PRINTER, ADP	NEC INFORMATION SYSTEMS INC	LC08LC890	1244	213
848055	DISPLAY UNIT	SONY CORP	GDM1604-15	1244	214
1262623	PFINTER, ADP	HEWLETT-PACKARD CO	C2001A	1244	235
61147	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1402HMA	1244	240
283193	COMPUTER, MICRO	INTERNATIONAL BUSINESS MACHINE	5170-099	1244	240
547764	DISPLAY, THRUST VECTOR FIGHTER	CHIRIS DOMACK	THRUST VECTOR	1244	110A
58869	COMPUTER, MICRO	TELEVIDEO CORP	FS386	1244	121A
139660	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1401P3A	1244	121A
530717	MULTIMETER, DIGITAL	<b>BECKMAN INDUSTRIAL CORP</b>	310	1244	121A
548787	MULTIMETER, DIGITAL	BECKMAN INDUSTRIAL CORP	3020B	1244	121A
549619	PRINTER, ADP	INTERNATIONAL BUSINESS MACHINE	5152-002	1244	121A
550060	PRINTER, ADP	OKIDATA CORP	<b>MICROLINE82A</b>	1244	121A
846963	DISPLAY UNIT	MITSUBISHI ELECTRIC CORP	XC-1429C	1244	1218
846964	COMPUTER, MICRO	AUSTIN SCIENCE ASSOCIATES INC	386/20	1244	121B
140404	PRINTER, ADP	OKIDATA CORP	192	1244	121C
138487	SENSOR, AIRSPEED	LANGLEY RESEARCH CENTER	JO R2701	1244	144B
281747	MULTIMETER, DIGITAL	FLUKE JOHN MFG CO INC	8060A	1244	N524
1084562	DISPLAY UNIT	SAMSUNG ELECTRONICS	CVB4581	1244	T 2
802807	MULTIMETER, DIGITAL	FLUKE JOHIN MFG CO INC	FLUKE87	1250	180
59069	PRINTER, ADP	APPLE COMPUTER INC	M6000	1251	10
61076	CABINET, FILE, SECURITY	MOSLER SAFE CO	7110 00 919 9193	1251	10
803221	DISK DRIVE UNIT	MEGA DRIVE SYSTEMS INC	NONE (VERIFIED)	1251	10
61573	FACSIMILE SET	RICOHI CORP F-RAPIFAX CORP	R2112T	1251	230
548213	CABINET, FILE, SECURITY	MOSLER SAFE CO	SFC5GRYKC	1251	230
846725	DISK DRIVE UNIT	OMEGA	B220X-APLS	1251	230
1256073	DISK DRIVE UNIT	OMEGA	B2150A-UNI	1251	010A
56707	SAFE	AOSLER SAFE CO	NONE	1251	10A
56710	CABINET, FILE, SECURITY	AOSLER SAFE CO	NONE "	1251	10A

	Property
EXHIBIT A	Installation-Provided

EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUI: ACTURER	MODEL NUMBER	BLDG	ROOM
59435	CABINET, FILE, SECURITY	MOSLER SAFE CO	NONE	1251	1 0 A
61079	CABINET, FILE, SECURITY	MOSLER SAFE CO	7110 00 919 9193	1251	10A
61340	CABINET, FILE, SECURITY	MOSI.ER SAFE CO	7110 01 029 8059	1251	1 0 A
61341	CABINET, FILE, SECURITY	MOSLER SAFE CO	7110 01 029 8059	1251	1 0 A
61342	CABINET, FILE, SECURITY	MOSLER SAFE CO	7110 01 029 8059	1251	1 0 A
61479	FACSIMILE SET	HICOH CORP F-RAPIFAX CORP	R2112T	1251	10A
61837	COMPUTER, MICRO	APPLE COMPUTER INC	M5000	1251	10A
141382	SAFE	MOSLER SAFE CO	NONE	1251	10A
428968	TYPEWRITER	INTERNATIONAL BUSINESS MACHINE	895	1251	10A
548210	CABINET, FILE, SECURITY	MOSLER SAFE CO	NONE	1251	10A
548211	CABINET, FILE, SECURITY	MOSLER SAFE CO	NONE	1251	10A
548214	CABINET, FILE, SECURITY	MOSLER SAFE CO	SFC5GRYKC	1251	10A
849538	<b>COPIER, TRANSPARENT</b>	MINN MINING & MFG	4550	1251	10A
1084188	COMPUTER, MICRO	APPLE COMPUTER INC	M5525IIFX	1251	10A
1084189	DISPLAY UNIT	SONY CORP	GDM1601	1251	10A
1086287	PAPER DISPOSAL MACHINE	SECURITY ENGINEERED MACHINERY	1212CC	1251	1 0 A
1087447	COMPUTER, MICRO	APPLE COMPUTER INC	M5840	1251	10A
1158428	SAFE	MOSLER SAFE CO	NONE	1251	10A
1158525	DISK DRIVE UNIT	IOMEGA	B190T	1251	10A
1423037	PRINTER, ADP	APPLE COMPUTER INC	M2008	1251	10A
G079446	<b>TRANSPORT, MAGNETIC TAPE</b>	TECMAR INC	QT150ES	1251	10A
1423038	PRINTER, ADP	APPLE COMPUTER INC	M2008	1251	10B
1423039	COMPUTER, MICRO	APPLE COMPUTER INC	M1596	1251	10B
848037	COMPUTER, MICRO	SUN MICROSYSTEMS INC	147(4/60FC8)	1251	HALL
53656	CABINET, FILE, SECURITY	MOSLER SAFE CO	NONE	1251	ОВВУ
1088117	COMPUTER, MICRO	<b>CLUB AMERICAN TECHNOLOGIES INC</b>	F1433T616	1299	216
1088407	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1601VMA2	1299	216
 143334	DISK DRIVE UNIT	SUPERMAC TECHNOLOGY	XP60	1300	
 1088890	DISK DRIVE UNIT	ANDATACO	ADT702D	1300	-
1091639	COMPUTER, MICRO	SUN MICROSYSTEMS INC	47B(4/40CN8)	1300	<del></del>
1091640	DISPLAY UNIT	SUN MICROSYSTEMS INC	GDM1662B	1300	<del></del>
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ECUIPMENT CONTROL No.	EQUIPMENT DESCRIPTIC	X	MANU JEACTURER	MODEL NUMBER	BLDG	NOON
1091638	COMPUTER, MICHO	-	SUN MICHOSYSTEMS INC	47B(4/40CNB)	1300	ო
1091641	DISPLAY UNIT		SUN MICROSYSTEMS INC	GDM1662B	1300	က
847286	DISK/TAPE DRIVE		SUN MICROSYSTEMS INC	EXP2	1300	4
138286	DISPLAY UNIT		AMDEK CORP	COLOR722	1300	5
284093	COMPUTER, MICRO		INTERNATIONAL BUSINESS MACHINE	5170-099	1300	5
847345	COMPUTER, MICHO		SUN MICROSYSTEMS INC	147(4/60M1-8P4	1300	5
847347	DISPLAY UNIT		SUN MICROSYSTEMS INC	X	1300	5
1158930	DISPLAY UNIT		SUN MICROSYSTEMS INC	GDM1962B	1300	5
1158932	COMPUTER, MICRO		SUN MICHOSYSTEMS INC	47B	1300	5
1424689	DISPLAY UNIT		SUN MICROSYSTEMS INC	M19P114	1300	5
G077560	COMPUTER, MICRO		SUN MICROSYSTEMS INC	147B4/60MI8	1300	S
847344	COMPUTER, MICRO		SUN MICHOSYSTEMS INC	147(4/60M1-8P4	1300	9
1158117	<b>DISK DRIVE UNIT</b>		SEAGATE	ST42400N	1300	9
1158929	DISPLAY UNIT		SUN MICHOSYSTEMS INC	GDM1962B	1300	9
1158931	COMPUTER, MICRO		SUN MICHOSYSTEMS INC	47B	1300	9
1428580	DISPLAY UNIT		PHILIPS	M19P114	1300	9
G074393	COMPUTER, MICRO		APPLE COMPUTER INC	M5780	1300	9
G074394	DISK DRIVE UNIT		MASS MICROSYSTEMS INC	DATAPAK	1300	9
G074400	DISPLAY UNIT		SONY CORP	GDM1950	1300	9
G076196	COMPUTER, MICRO		SUN MICROSYSTEMS INC	147B4/65M2-8	1300	9
G076198	DISPLAY UNIT		SUN MICROSYSTEMS INC	M19P114PHILIPS	1300	9
57198	COMPUTER, MICRO		APPLE COMPUTER INC	M5000	1300	10
57199	DISPLAY UNIT		APPLE COMPUTER INC	M0401	1300	10
57995	COMPUTER, MICRO		APPLE COMPUTER INC	M5000	1300	10
58080	PRINTER, ADP		APPLE COMPUTER INC	M6000	1300	10
282194	PRINTER, ADP		APPLE COMPUTER INC	1100	1300	10
1088446	COMPUTER, MICRO		APPLE COMPUTER INC	M5780	1300	10
1088447	DISPLAY UNIT		SONY CORP	GDM1950	1300	10
1257883	DISPLAY UNIT		APPLE COMPUTER INC	M1212	1300	10
G075945	COMPUTER, MICRO	-	APPLE COMPUTER INC	M5650IICX	1300	10
G075948	DISPLAY UNIT		APPLE COMPUTER INC	M0401	1300	10

EXHIBIT A Installation-Provided Property

	EQUIPMENT CONTROL No	FOI IIPMENT DESCRIPTION	MANUJEACTURER	MODEL NUMBER	BLDG	MOOH
	143333	DISK DRIVE UNIT	SUPERMAC TECHNOLOGY	XP60	1300	11
	283311	PRINTER, ADP	INTEFINATIONAL BUSINESS MACHINE	4201	1300	11
	848230	COMPUTER, MICHO	APPLE COMPUTER INC	M5840	1300	11
	848231	DISPLAY UNIT	APPLE COMPUTER INC	M0401	1300	11
	1083631	PRINTER, ADP	HEWLETT-PACKARD CO	33449A	1300	11
	1089318	PRINTER, ADP	APPLE COMPUTER INC	M6000	1300	11
	1261486	DISPLAY UNIT	DELL. COMPUTER CORP F-PC'S LTD	VC8BN	1300	11
	55113	DISK DRIVE UNIT	SUPERIMAC TECHNOLOGY	XP60	1300	12
	55238	PRINTER, ADP	APPLE COMPUTER INC	M0320	1300	12
	142543	COMPUTER, MICRO	APPLE COMPUTER INC	M5000	1300	-12
	142547	DISPLAY UNIT	APPLE COMPUTER INC	M0400	1300	12
	1085519	COMPUTER, MICRO	GATEWAY 2000	38625DX	1300	12
	1086998	DISPLAY UNIT	NANAO-USA	9070U	1300	12
	1093491	DISPLAY UNIT	RADIUS INC	TPD	1300	12
	53526	<b>COMPUTER, MICRO</b>	APPLE COMPUTER INC	M5000	1300	216
	60196	PRINTER, ADP	APPLE COMPUTER INC	M6000	1300	216
	1157807	CONVERTER	BLACK BOX CORP THE SOURCE FOR	IC481A	1300	216
	1157808	CONVERTER	BLACK BOX CORP THE SOURCE FOR	IC481A	1300	216
	G073723	CALCULATOR, ELECTRONIC	HEWLETT-PACKARD CO	HP41CV	1300	216
	G074399	DISK DRIVE UNIT	MASS MICROSYSTEMS INC	DATAPAK	1300	216
	G079033	COMPUTER, MICRO	APPLE COMPUTER INC	M5119SE30	1300	216
	G075871	DISPLAY UNIT	APPLE COMPUTER INC	M0401	1300	218
	848877	DISPLAY UNIT	PHILIPS CONSUMER ELECTRONICS C	9CM0800741	1300	220
	G074541	COMPUTER, MICRO	APPLE COMPUTER INC	M5650ICX	1300	220
	137945	PRINTER, ADP	NEC INFORMATION SYSTEMS INC	PINWRITER P6	1300	221
	1084086	DISK DRIVE UNIT	PLUS CORP	PASSPORT	1300	221
	1257075	DISPLAY UNIT	GATEWAY 2000	CS1572FS	1300	221
	1257077	COMPUTER, MICRO	GATEWAY 2000	DESKTOP	1300	221
	1263879	COMPUTER, MICRO	APPLE COMPUTER INC	M1476	1300	222
-	1263885	DISPLAY UNIT	RASTEROPS CORP	1776	1300	222
	58775	COMPUTER, MICHO	NEWPORTALINGER FRMLY NEWPORT	286	1300	223

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	EQUIPMENT CONTROL No.	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL NUMBER	BLDG	HOOM
	58777	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1402HMA	1300	223
	G074540	COMPUTER, MICRO	APPLE COMPUTER INC	M5650IICX	1300	223
	G074545	DISPLAY UNIT	PHILIPS CONSUMER ELECTRONICS C	9CM0800741	1300	223
	G079030	COMPUTER, MICRO	APPLE COMPUTER INC	M565011CX	1300	224
	G079032	DISPLAY UNIT	PHILIPS CONSUMER ELECTRONICS C	9CM0800741	1300	224
	53528	DISK DRIVE UNIT	APPLE COMPUTER INC	A9M0110	1300	225
	848874	COMPUTER, MICRO	APPLE COMPUTER INC	M5650	1300	225
	G074546	DISPLAY UNIT	PHILIPS CONSUMER ELECTRONICS C	9CM0800741	1300	225
	848876	COMPUTER, MICRO	APPLE COMPUTER INC	M5650	1300	226
	048879	DISPLAY UNIT	PI III JPS CONSUMER ELECTRONICS C	9CM0800741	1300	226
	141847	PRINTER, ADP	HEWLETT-PACKARD CO	82143A	1300	227
	426320	TYPEWRITER	INTERINATIONAL BUSINESS MACHINE	6705	1300	227
	847440	SCANNER, COMPUTER	APPLE COMPUTER INC	A9M0337	1300	227
	G074396	DISK DRIVE UNIT	MASS MICROSYSTEMS INC	DATAPAK	1300	227
	G074548	DISPLAY UNIT	APPLE COMPUTER INC	M1030	1300	227
	G074543	COMPUTER, MICRO	APPLE COMPUTER INC	M5650IICX	1300	230
	57996	DISPLAY UNIT	RADIUS INC	2PAGE DISPLAY	1300	1108
	1262234	DISPLAY UNIT	NANAO-USA	MA1760	1300	1138
	55111	DISK DRIVE UNIT	SUPERMAC TECHNOLOGY	XP60	1300	114A
	62486	DISK DRIVE UNIT	JASMINE TECHNOLOGIES INC	90MB	1300	114A
	282414	COMPUTER, MICRO	APPLE COMPUTER INC	M0001	1300	114A
	398537	DISK DRIVE UNIT	APPLE COMPUTER INC	X0135	1300	114A
	1087196	DISK DRIVE UNIT	MASS MICROSYSTEMS INC	DATAPAKI	1300	114A
	1087886	COMPUTER, MICRO	APPLE COMPUTER INC	M5525	1300	114A
	1087887	PRINTER, ADP	APPLE COMPUTER INC	M6000	1300	114A
	1087889	DISK DRIVE UNIT	DYNAFILE	DF2	1300	114A
	1089366	DISPLAY UNIT	SONY CORP	GDM1950	1300	114A
	1089857	DISK DRIVE UNIT	DAYNA COMMUNICATIONS INC	DAYNAFILEI	1300	1148
مر :	848872	COMPUTER, MICRO	APPLE COMPUTER INC	M5650	1300	228B
<b>ہ</b> 	848881	DISPLAY UNIT	PHILIPS CONSUMER ELECTRONICS C	9CM0800741	1300	228B
	1263881	COMPUTER, MICRO	APPLE COMPUTER INC	M1476 <sup>10</sup>	1300	229A
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Property
Installation-Provided

EQUIPMENT CONTROL No	. EQUIPMENT DESCRIPTION	MANUJFACTUJRER	MODEL NUMBER	BLDG	ROOM
1263882	DISPLAY UNIT	PASTEROPS CORP	1776	1300	229A
1424017	COMPUTER, MICRO	DELL. COMPUTER CORP F-PC'S L'ID	433S/LN	12097	Ĭ 6
1424019	DISPLAY UNIT	DELL COMPUTER CORP F-PC'S LTD	VCBBN	12097	T6
259689	<b>TERMINAL, DATA PROCESSING</b>	TEKTRONIX INC	4107A	1232T	6
1160152	<b>COMPUTER, MICRO</b>	NETWORK COMPUTING DEVICES INC	NCD88K	1237T	TR2
1160154	COMPUTER, MICRO	NETWORK COMPUTING DEVICES INC	NCD88K	1237T	TR2
1160163	COMPLITER, MICRO	NETWORK COMPUTING DEVICES INC	NCD88K	1237T	TR2
1160164	COMPUTER, MICHO	NETWORK COMPUTING DEVICES INC	NCD88K	12377	TR2
1160169	DISPLAY UNIT	NETWORK COMPUTING DEVICES INC	NCD19C	1237T	TR2
1160176	DISPLAY UNIT	NETWORK COMPUTING DEVICES INC	NCD19C	1237T	TR2
1160180	DISPLAY UNIT	NETWORK COMPUTING DEVICES INC	NCD19C	1237T	TR2
1160185	DISPLAY UNIT	NETWORK COMPUTING DEVICES INC	NCD19C	1237T	TR2
140474	COMPUTER, MICRO	INTERNATIONAL BUSINESS MACHINE	5170-339	1244T	4
140476	DISPLAY UNIT	INTERNATIONAL BUSINESS MACHINE	5154-001	1244T	4
846487	DISPLAY UNIT	GATEWAY 2000	CM1495	1244 <sup>T</sup>	4
1084503	PRINTER, ADP	OKIDATA CORP	391GE8290P	1244T	4
1255332	PRINTER, ADP	HEWLETT-PACKARD CO	C2001A	1244T	207
143009	DISPLAY, GENERAL AVIATION	MARTIN MARIETTA CORP	AVIATION	1244T	400
547763	DISPLAY, EMERGING TECH FIGHTER	CHRIS DOMACK	EMERGING	1244T	400
550841	DISPLAY, SS BUSINESS JET	MARTIN MARIETTA CORP	BUSINESS-JET	1244T	400
848027	COMPUTER, MICRO	SUN MICROSYSTEMS INC	147(4/60FC8)	1244T	400
848035	COMPUTER, MICRO	SUN MICROSYSTEMS INC	147(4/60FC8)	1244T	400
848036	COMPUTER, MICRO	SUN MICROSYSTEMS INC	147(4/60FC8)	1244T	400
848041	DISPLAY UNIT	SONY CORP	GDM1604-15	1244T	400
848043	DISPLAY UNIT	SONY CORP	GDM1604-15	1244T	400
848061	DISPLAY UNIT	SONY CORP	GDM1604-15	1244T	400
1257032	PRINTER, ADP	APPLE COMPUTER INC	M6000	1244T	400
G075763	COMPUTER, MICRO	SUN MICROSYSTEMS INC	147B4/65FC8	1244T	400
G075766	COMPUTER, MICRO	SUN MICROSYSTEMS INC	147B4/65FC8	1244T	400
<sup>5</sup> G075769	DISPLAY UNIT	SONY CORP	GDM1604A15	1244T	400
G075772	DISPLAY UNIT	SONY CORP	GDM1604A15	1244T	400

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EQUIPMENT					
CONTHOL NO.	ECULIAMENT DESCRIPTION	MANUI-ACTURER	MODEL NUMBER	BLIX3	MOCH
G078932	DISPLAY UNIT	SONY CORP	GDM1604B15	1244 <sup>°</sup> [	400
550978	PRINTER, ADP	INTERNATIONAL BUSINESS MACHINE	5152-002	1244T	TR 2
53093	PRINTER, ADP	EPSON AMERICA INC	P82AA(FX86E)	1244T	TR.2
140947	PLOTTER, GRAPHICS	HEWLETT-PACKARD CO	7475A	1244T	<b>TR.2</b>
284096	PRINTER, ADP	OKIDATA CORP	192	1244T	<b>TR.2</b>
404097	PRINTER, ADP	INTERNATIONAL BUSINESS MACHINE	5152-002	1244T	<b>TR.2</b>
847560	COMPUTER, MICRO	MICROGEN QUANTA CORP	286	1244 <sup>°</sup>	<b>TR.2</b>
847561	DISPLAY UNIT	CTX INTL	2431P	1244T	TR.2
849080	PRINTER, ADP	PI HUPS INFORMATION SYSTEMS	P5040	1244T	<b>TR.2</b>
849165	COMPUTER, MICRO	GATEWAY 2000	386	1244T	<b>TR.2</b>
1083655	PRINTER, ADP	HEWLETT-PACKARD CO	33449H	1244T	<b>TR.2</b>
1089767	DISPLAY UNIT	NANAO-USA	90801	1244T	<b>TR.2</b>
1158115	COMPUTER, MICRO	GATEWAY 2000	486DX2/50	1244T	<b>TR.2</b>
1158116	DISPLAY UNIT	GATEWAY 2000	CS1572FS	1244T	<b>TR.2</b>
G075968	TRANSPORT, MAGNETIC TAPE	<b>TRIMM INDUSTRIES INC</b>	SP1	1268A	2101
57141	COMPUTER, MICRO	NEWPORT MICRO, INC.	286	HOME	
58776	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1402HMA	FOME	
138684	COMPUTER, MICRO	<b>HITECH INTERNATIONAL</b>	SAM3001AT	HOME	
138685	COMPUTER, MICRO	<b>HITECH INTERNATIONAL</b>	SAM3001AT	HOME	
138918	PRINTER, ADP	NEC INFORMATION SYSTEMS INC	PINWRITER P6	HOME	
138938	MODEM, COMMUNICATIONS	ROBOTICS INC	2400	HOME	
141998	PRINTER, ADP	NEC INFORMATION SYSTEMS INC	PINWRITER P6	HOME	
142320	COMPUTER, MICRO	COMPUADD	286	FOME	
142324	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1401P3A	HOME	
143066 1	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1401P3A	FOME	
143067 [	DISPLAY UNIT	NEC INFORMATION SYSTEMS INC	JC1401P3A	HOME	
848746	MODEM, ĊOMMUNICATIOŅŠ	HAYES MICROCOMPUTER PRODUCTS	231AA	FOME	
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#### EXHIBIT B - CONTRACT DOCUMENTATION REQUIREMENTS

#### I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

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

1. A 533M report shall be completed for each task order along with a summary report which includes a summation of the task orders.

2. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.

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

4. Minimum reporting categories:

#### <u>Costs</u>

Labor: Direct Labor Overtime Subtotal Direct Labor Management and Administration Total Labor Costs Overhead(s) ODCs: Bonuses Relocation Education Reimbursement and Training Depreciation Subcontracts Other and Taxes Total ODCs Subtotal · · · G&A Total Cost Award Fee Cost-Plus-Award-Fee (CPAF)

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

B. Safety and Health Plan--Within 30 days after contract award, 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 Red Tag System.

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

5. Hazardous Operations--

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

exposed.

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

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

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.

C. Monthly Technical Progress Report--The Contractor shall submit a monthly progress report summarizing technical progress for each task order. This report shall include an analysis of the actual work performed versus the planned effort. This report shall be submitted within 10 operating days following the end of the reporting period.

D. Electronic Task Order Status Data Base--The Contractor shall provide a data base containing monthly submissions of the reports listed in Paragraphs I.A and I.D of Exhibit B. The software used shall be compatible with Macintosh and/or DOS.

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

F. Conformable Wage Rate Agreement--Within 15 operating 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 C.

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

H. 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.

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I. 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.

J. Virginia and Local Sales Taxes--In accordance with Section H.8, you are required to submit a copy of the letter sent to the Virginia Tax Commission and a copy of the subsequent response.

K. Conflict of Interest Plan--Within 15 operating days after the effective date of contract, the Contractor shall submit a Conflict of Interest Plan in accordance with the guidelines contained in Section H.2, Limitation of Future Contracting (NASA 18-52.209-71).

L. Security Plan for Unclassified Federal Computer Systems--The Contractor shall submit the Security Plan for Unclassified Federal Computer Systems in accordance with NASA FAR Supplement Clause 18-52.204-77 30 days after contract award.

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: C. Tom Weih, Mail Stop 126 Contract NAS1-96013 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 105

C--Cost Accounting, Mail Stop 135

D--Safety Manager, Mail Stop 429

E--Industry Relations Office, Mail Stop 144

F--Programs and Resources Division, Mail Stop 104

G--Industrial Property Office, Mail Stop 377

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:

DOCUMENT	LETTER CODE AND DISTRIBUTION
Financial Management Report (NASA Form 533M)	A-1, B-2, C-2, F-1
Safety and Health Plan	A-1, B-1, D-1



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Monthly Technical Progress Report	A-1, B-2
Electronic Task Order Status Data Base	A-1, B-1
Quarterly Accident/Injury Report	A-1, B-1, D-1
Conformable Wage Rate Agreement	A-1, B-1, E-1
Collective Bargaining Agreement	A-1, B-1, E-1
Requisition and Invoice/Shipping Document (DD Form 1149)	G-1
Federal Contractor Veterans Employment Report (VETS-100)	E-1
Conflict of Interest Plan	A-1
Virginia and Local Sales Tax Correspondence	A-1
Security Plan for Unclassified Federal Computer Systems	A-2

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.





'55 EXHIBIT C Page 1 of REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRAC THE SERVICE CONTRACT ACT. By direction of the Secretary of Labor WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No .: 94-2544 م را را چی ۵ Alan L. Moss Revision No.: 6 Director Wage Determinations Date of Last Revision: 06/20/19 State(s): North Carolina, Virginia ATER: NORTH CAROLINA COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, GATES, PASQUOTANK, PERQUIMANS. VIRGINIA COUNTIES OF CHESAPEAKE, GLOUCESTER, HAMPTON, ISLE OF WIGH JAMES CITY, MATHEWS, NEWPORT NEWS, NORFOLK, POQUOSON, PORTSMOUTH, SOUTHAMPTON, SUFFOLK, SURRY, VIRGINIA BEACH, WILLIAMSBURG, YORX.

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

OCCUPATION CODE AND TITLE

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MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01013 01013 010140 010050 011050 01115 011115	Accounting Clerk I Accounting Clerk II Accounting Clerk III Accounting Clerk IV Court Reporter Dispatcher, Motor Vehicle Document Preparation Clerk Duplicating Machine Operator Film/Tape Librarian General Clerk I General Clerk II					5.757 8.997 9.035 8.0986 8.0866 8.0866 8.0866 8.0966 8.00666 8.00666 8.00666 8.00666 8.00666 8.006666 8.006666 8.0
01117	General Clerk III				2	1.42
01113	General Clerk IV				2 C	- 0.54
01120	Housing Referral Assistant					3.30
01131	Key Entry Operator I			-	د د	
01132	Key Entry Operator II			• -	्रेट	7.34
01191	Order Clerk I				<u>ح</u> ک	
01192	Order Clerk II				2	7.34
01220	Order Filler					3.35
01261	Personnel Assistant				2	2.73
	(Employment) I				Ļ	0.37
01252	Personnel Assistant				<	70 07
	(Employment) II			,	Ŷ	20.03
31263	Personnel Assistant				5	10 75
	(Employment) III				-	-0./j
01254	Personnel Assistant				5	12 06
	(Employment) IV				. "	12.00
01270	Production Control Clerk				S	10 47
01290	Rental Clerk	•			Š	2 46
01300	Scheduler, Maintenance				š	2 46
	Secretary I				š	8.46
01312	Secretary II				š	9.21
	Secretary III				Š	10.42
01314	Secretary IV				Š	11.27
	Secretary V				Ś	11-92
01320	Service Order Dispatcher				Ś	3 46
01341	Stendorapher I					

WAGE DETERMINATION NO.:94-2544 (Rev. 6) ISSUE DATE:06/20/1995 Page 2 o 01342 Stenographer II 01400 Supply Technician 01420 Survey Worker(Interviewer) \$ 9.86 •••• \$ 10.00 \$ 9.31 \$ 8.08 01460 Switchboard Operator-Receptionist 01531 Travel Clerk I 01532 Travel Clerk II 01533 Travel Clerk III S 6.31 \$ 6.69 S 7.06 01553 Traver Clerk II 01551 Typist I 01552 Typist II 01611 Word Processor I 01612 Word Processor II 01613 Word Processor III S 7.42 \$ 8.92 5 8.73 . S 9.30 \$ 10.97 AUTOMATIC DATA PROCESSING: -----S 8.26 S 3.26 S 9.58 S 11.83 S 13.70 S 14.56 S 11.02 03010 Computer Data Librarian 🚽 • 03041 Computer Operator I 03042 Computer Operator II 03042 Computer Operator III 03044 Computer Operator IV 03045 Computer Operator V 03045 Computer Operator V 03071 Computer Programmer I 1/ 03072 Computer Programmer III 1/ 03073 Computer Programmer IV 1/ 03101 Computer Systems Analyst I 1/ 03102 Computer Systems Analyst II 1/ 03103 Computer Systems Analyst III 1/ 03104 Computer Systems Analyst III 1/ 03105 Computer Systems Analyst III 1/ S 15.20 S 19.39 \$ 17.62 \$ 20.28 \$ 23.23 03160 Peripheral Equipment Operator \$ 8.26 AUTOMOTIVE SERVICE: 05005 Automobile Body Repairer, \$ 14.05 Fiberglass 05010 Automotive Glass Installer S 12.82 05040 Automotive Worker \$ 12.82 05070 Electrician, Automotive \$ 13.42 05100 Mobile Equipment Servicer S 11.59 05130 Motor Equipment Metal Mechanic 05130 Motor Equipment Metal Worker 05150 Motor Vehicle Mechanic 05220 Motor Vehicle Mechanic Helper 05250 Motor Vehicle Upholstery \$ 14.05 \$ 12.82 \$ 14.05 \$ 14.05 \$ 10.95 \$ 14.05 S 12.82 Worker 05280 Motor Vehicle Wrecker 5 12.82 05310 Painter, Automotive 05340 Radiator Repair Specialist 5 13.42 \$ 12.82 05370 Tire Repairer \$ 11.59 05400 Transmission Repair Specialist \$ 14.05 FOOD PREPARATION AND SERVICE: 07010 Baker 'S 3.52 07041 Cock I \$ 7.85 07042 Cock II \$ 3.53 07070 Dishwasher \$ 6.05 07100 Food Service Worker \$ 6.05 07130 Meat Cutter 5 8.68 07250 Waiter/Waitress S \_5,58

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WAGE DETERMINATION NO.:94-2544 (Rev. 6) ISSUE DATE:06/20/1995 Page 3 c • . FURNITURE MAINTENANCE AND REPAIR: •••• 09010 Electrostatic Spray Painter \$ 13.42 09040 Furniture Handler 09070 Furniture Refinisher 09100 Furniture Refinisher Helper \$ 10.95 \$ 13.42 09110 Furniture Repairer, Minor 09130 Upholsterer S 10.95 \$ 12.19 \$ 13.42 GENERAL SERVICES AND SUPPORT: 11030 Cleaner, Vehicles 11060 Elevator Operator S 5.05 11090 Gardener 11121 Housekeeping Aide I 11122 Housekeeping Aide II 11150 Janitor 11130 Laborer \$ 6.05 \$ 7.75 \$ 5.93 \$ 6.49 \$ 6.05 · : 11210 Laborer, Grounds Maintenance 11240 Maid or Houseman 11270 Pest Controller 11300 Refuse Collector 11360 Window Cleaner \$ 9.58 \$ 5.58 S 5.52 S 8.25 S 6.05 \$ 5.58 EEALTE: 12010 Ambulance Driver 12010 Albulance Uriver 12040 Emergency Medical Technician 12070 Licensed Practical Nurse 12100 Medical Assistant 12130 Medical Laboratory Technician 12160 Medical Record Clerk 12190 Medical Record Technician S 8.75 S 9.13 S 8.82 S 7.38 S 7.38 12190 Medical Record Technician 12220 Nursing Assistant 12250 Pharmacy Technician 12230 Phlebotomist 12311 Registered Nurse I 12312 Registered Nurse II 12313 Registered Nurse II, Spacialist S 7.38 \$ 10.92 S 7.02 \$ 9.83 S 7.88 \$ 10.92 \$ 13.36 Specialist \$ 13.36 12314 Registered Nurse III 12315 Registered Nurse III, \$ 16.16 Anēsthetist \$-15-15 12315 Registered Nurse IV \$ 19.37 INFORMATION AND ARTS: 13002 Audiovisual Librarian 13011 Exhibits Specialist I 13012 Exhibits Specialist II 13013 Exhibits Specialist III 13041 Illustrator I 13042 Illustrator II 13043 Illustrator III 13050 Library Technician 13071 Photographer I 13072 Photographer II 13073 Photographer III 13074 Photographer IV \$ 14.56 \$ 13.06 \$ 15.87 \$ 17.63 \$ 13.06 \$ 15.37 \$ 17.53 \$ 11.02 \$ 10.40 \$ 13.06 13074 Photographer IV \$ 15.87 13075 Photographer V \$ 17.63 5 21.32

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WAGE DETERMINATION NO.: 94-2544 (Rev. 6) ISSUE DATE: 06/20/1995 Page 4 of 9

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LAUNDRY, DRY CLEANING, PRESSING:	
15010 Assembler	S 5.13
15030 Counter Attendant	S 5.18
15040 Dry Cleaner	S 6.30
15070 Finisher, Flatwork, Machine	S 5.13
15090 Presser, Hand	S 5.13
15100 Presser, Machine, Dry Cleaning	S 5.13
15130 Presser, Machine, Shirts	\$ 5.13
15160 Presser, Machine, Wearing	\$ 5.13
Apparel, Laundry	
15190 Sewing Machine Operator	5 6.71
15220 Tailor	5 7.11
15250 Washer, Machine	\$ 5.5
MACHINE TOOL OPERATION AND REPAIR:	
19010 Machine-tool Operator	S 14.05
(Teelreem)	
19040 Tool and Die Maker.	S 15.57
ATERIALS HANDLING AND PACKING:	
21010 Fuel Distribution System	\$ 12.82
Operator	
21020 Material Coordinator	\$ 12.19
21030 Material Expeditor	5 12.19
21040 Material Handling Laborer	\$ 7.44
21071 Forklift Operator	\$ 9.05
21100 Shipping/Receiving Clerk	S 8.35
21130 Shipping Packer	\$ 8.35
21150 Stock Clerk	S 8.85
21210 Tools and Parts Attendant	S 10.95
21400 Warencuse Specialist	S 10.54
ECEANICS AND MAINTENANCE AND REPAIR:	
23010 Aircraft Mechanic	S 14.05
23040 Aircraft Mechanic Helper	\$ 10.95
23060 Aircraft Servicer	S 12.19
23070 Aircraft Worker	· - S 12.82
23100 Appliance Mechanic	S 13.42
23120 Bicycle Repairer	5 11 59
23125 Cable Splicer	\$ 14.05
23130 Carpenter, Maintenance	\$ 33.42
23140 Carpet Laver	\$ 13.42
23150 Electrician. Mainrenance	5 75 57
23137 Electronics Mechanician.	5 13,99
Maintenance T	. + 20.00
23132 Electronics Technician.	\$ 74.37
Maintenance II	
23133 Electronics Technician.	\$ 15.33
Maintenance III	•
23260 Fabric Worker	\$ 12.19
20290 Fire Alarm System Mechanic	\$ 14.05
2000 Fire Extinguisher Repairer	S 11.59
13340 Fuel Distribution System	\$ 14.05
Mechanic	
13370 General Maintenance Worker	\$ 3.75
13430 Heating, Refrigeration and Air	\$ 14.05-2
Conditioning Mechanic	

WAGE DETERMINATION NO.:94-2544 (Rev.	6) ISSUE DATE:	06/20/1995 Page 5 of
23430 Heavy Equipment Mechanic 23460 Instrument Mechanic 23500 Locksmith 23530 Machinery Maintenance Mechanic 23550 Machinist, Maintenance 23530 Maintenance Trades Helper 23640 Millwright 23700 Office Appliance Repairer 23740 Painter, Maintenance 23790 Pipefitter, Maintenance 23800 Plumber, Maintenance 23800 Plumber, Maintenance 23820 Pneudraulic Systems Mechanic 23830 Rigger 23870 Scale Mechanic 23890 Sheet-metal Worker, Maintenance	••••	\$ 14.05 \$ 14.05 \$ 13.42 \$ 14.05 \$ 14.05 \$ 14.05 \$ 14.05 \$ 10.95 \$ 14.05 \$ 13.42 \$ 13.42 \$ 13.42 \$ 13.42 \$ 14.05 \$ 1
23910 Small Engine Mechanic 23930 Telecommunications Mechanic I 23940 Telecommunications Mechanic II 23950 Telephone Lineman 23950 Welder, Combination, Maintenance	<sup>ъ</sup> .	S 12.82 S 14.05 S 15.22 S 14.05 S 14.05 S 14.05
23965 Well Driller 23970 Woodcraft Worker 23980 Woodworker PERSONAL NEEDS:		S 14.05 S 14.05 S 12.22
24570 Child Care Attendant 24500 Chore Aide 24630 Homemaker PLANT AND SYSTEM OPERATION:		S 6.01 \$ 4.91 \$ 6.33
25010 Boiler Tender 25040 Sawage Plant Operator 25070 Stationary Engineer 25190 Ventilation Equipment Tender 25210 Water Treatment Plant Operator	 _	S 14.05 S 13.42 S 14.05 S 10.95 \$ 13.42
PROTECTIVE SERVICE:		· · ·
27004 Alarm Monitor 27010 Court Security Officer 27040 Detention Officer 27070 Firefighter 27101 Guard I 27132 Guard II 27130 Police Officer		\$ 7.21 \$ 9.63 \$ 9.63 \$ 10.50 \$ 5.03 \$ 7.21 \$ 12.23
TECENICAL:		
29010 Air Traffic Control 2/ Specialist, Center 29011 Air Traffic Control 2/ Specialist, Station 29012 Air Traffic Control 2/ Specialist Terricol		\$ 21.57 \$ 14.94 \$ 15.46
29020 Archeological Technician 29030 Cartographic Technician 29040 Civil Engineering Technician		S 15.37 S 15.37 S 15.37

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ISSUE DATE: 06/20/1995 Page 6 of c

29061 Drafter I 29062 Drafter II 29063 Drafter III 29064 Drafter IV 29070 Embalmer \$ 9.24 •• .. •• \$ 10.40 S 13.05 S 15.87 \$ 17.63 29081 Engineering Technician I 29082 Engineering Technician II 29083 Engineering Technician III 29084 Engineering Technician IV 29085 Engineering Technician V \$ 10.35 S 11.63 S 13.02 S 15.12 S 19.72 29086 Engineering Technician VI \$ 23.85 29090 Environmental Technician \$ 15.87 \$ 11.83 29210 Laboratory Technician 29240 Mathematical Technician S 15.87 S 17.63 29330 Mortician S 15.87 29390 Photocutics Technician 29480 Technical Writer \$ 15.02 29620 Weather Observer, Senior 3/ S 12.30 29621 Weather Observer, Combined 3/ \$ 11.33 Upper Air and Surface Programs 29622 Weather Observer, Upper Air 3/ \$ 11.83 TRANSPORTATION/MOBILE EQUIPMENT OFERATION: 31030 Bus Driver \$ 9.15 31100 Driver Messenger S 3.70 31200 Heavy Equipment Operator 31290 Shuttle Bus Driver \$ 14.05 S 3.75 31300 Taxi Driver S 7.29 31361 Truckdriver, Light Truck S 8.75 31362 Truckdriver, Medium Truck S 9.15 31363 Truckdriver, Heavy Truck 36364 Truckdriver, Tractor-Trailer \$ 9.65 \$ 10.15 MISCELLANEOUS: 39005 Aircraft Quality Control \$ 15.22 Inspector 99020 Animal Caretaker 7,00 \$ 99030 Cashier \$ 5.93 99040 Child Care Center Clerk 99050 Desk Clerk . \$ 7.50 -- \$ 7.00 99250 Instructor 99300 Lifeguard S 17.63 S 5.36 99350 Park Attendant (Aide) Ś 6.73 99400 Photofinishing Worker S 6.01 99500 Recreation Specialist S 13.04 99310 Recycling Worker 99610 Sales Clerk \$ 7.41 \$ 5.36 99630 Sports Official \$ 5.36 99658 Survey Party Chief 99659 Surveying Technician 99660 Surveying Aide 7.35 S S 7.50 \$ 4.91 99590 Swinning Pool Operator 99720 Vending Machine Attendant 99730 Vending Machine Repairer 99740 Vending Machine Repairer \$ 3.53 \$ 7.41 \$ 8.53 S 7.41 Helper

WAGE DETERMINATION NO.:94-2544 (Rev. 6) ISSUE DATE:06/20/1995 Page 7 of

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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 thrist 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)

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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)

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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 plu a night pay differential amounting to 10 percent of the rate of basic pay

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APPLICABLE TO WEATHER OBSERVERS ONLY - 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

WAGE DETERMINATION NO.:94-2544 (Rev. 6) ISSUE DATE:06/20/1995 Page 8 of 5

employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.35 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.

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\*\* NOTES APPLYING TO TELS 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 202-783-3233, 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:

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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 conformance 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)-

WAGE DETERMINATION NO.: 94-2544 (Rev. 6) ISSUE DATE: 06/20/1995 Page 9 of

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 Tabor, 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.

5) 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

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## EXHIBIT D

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EXHIBIT D



# EXHIBIT D

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#### EXHIBIT E

#### 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 (50) 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

NASA-Langley (Rev. May 1992) (Previous Editions are Obsolete) 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 100<sup>-</sup>) 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 25<sup>-</sup> 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 la and lb 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.

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

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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

2. The page image size of cover and text pages including headings will not exceed 7  $1/8 \ge 9 1/8$  inches. Page image including page number will not exceed 7  $1/8 \ge 9 1/8$  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  $14 \ge 9 1/2$  inches.

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

size dictated by legibility requirements.

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  $1/2 \times 30$  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.

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<ol> <li>TITLE AND SUBTITLE Science Needs for Real-Tim From the Earth Observing</li> <li>AUTHOR(S) Paul D. Try, Paul F. Twitch</li> </ol>	e Adaptable Data Product: System hell, and Christopher R. Re	s wider	5. FUNDING NUMBERS C NAS1-18670
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13. ABSTRACT (Maximum 200 words)

Advancing the understanding of the Earth system requires improved knowledge of the time-variant govern processes, and the knowledge of these processes often comes only from real-time observations of the chang 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 d during the next 10- to 25-year timeframe. Consequently, to ensure the needed advances in the understand of the Earth system, real-time onboard processing is concluded to be a critical need for EOS.

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