

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE OF PAGE(S) 1 51
2. CONTRACT NO. (Proc. Inst. Ident.) NO. NAS1-97024 / 0304-96-6-07352	3. EFFECTIVE DATE November 1, 1996	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADA.1512	
5. ISSUED BY: CODE	6. ADMINISTERED BY (If other than Item 5) CODE		
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Prime: U.S. Small Business Administration Richmond District Office 1504 Santa Rosa Road, Suite 200 Richmond, VA 23229 Sub: Zel Technology, Inc. 55 W. Queens Way, Suite 208 Hampton, VA 23669	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: <input type="checkbox"/> ITEM See Section G.

CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY: CODE
11. SHIP TO/MARK FOR CODE		
See Exhibit B.		Financial Management Division, M/S 175 NASA, Langley Research Center Hampton, VA 23681-0001

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA Ref. Page 1A.
---	--

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Occupational Medicine				Ref. Page 1A.

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

16. TABLE OF CONTENTS							
(N)	SEC.	DESCRIPTION	PAGE(S)	(N)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTIONS/SPECS./WORK STATEMENTS	3	X	J	LIST OF ATTACHMENTS	30
X	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	4		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	7				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	--

19A. NAME AND TITLE OF SIGNER (Type or print) SEE TRIPARTITE AGREEMENT	20A. NAME OF CONTRACTING OFFICER SEE TRIPARTITE AGREEMENT
---	--

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

TRIPARTITE AGREEMENT

RFP No. 1-39-ADA.1512

Prime Contract NAS1-97024

Subcontract 0304-97-6-07352

SIGNATURE PAGE

Subcontractor

Zel Technology, Inc.

By: 

96 Oct 30

Date

Name & Title Jack L. Ezzell, President

Small Business Administration
United States of America

By: 

10/31/96

Date

Name & Title JUDITH B. HAYES
CONTRACTING OFFICER

National Aeronautics and Space Administration

By: 

96 Oct 30

Date

Name & Title R. Todd Lacks, Contracting Officer

Block 14. ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>PY</u>	<u>RTR</u>	<u>JQ</u>	<u>Amount</u>	<u>Status</u>
ADA.1515	97	282100611	A5053	\$ 47,000	Complete
ADA.1516	97	282100611	A5053	<u>\$430,200</u>	Complete
			Total	\$477,200	

Block 15C through 15G.

	<u>Firm Fixed Price</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	\$ 425,100	\$ 52,100	\$0	\$ 477,200
First Option	\$ 442,600	\$ 52,100	\$0	\$ 494,700
Second Option	\$ 460,300	\$ 52,100	\$0	\$ 512,400
Third Option	\$ 490,300	\$ 52,100	\$0	\$ 542,400
Total 6 1-Month Options	<u>\$ 248,000</u>	<u>\$ 25,800</u>	<u>\$0</u>	<u>\$ 273,800</u>
Total Potential Contract	\$2,066,300	\$234,200	\$0	\$2,300,500

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES TO BE FURNISHED

A. The Contractor shall, except as otherwise specified herein, furnish all personnel, facilities, services, supplies, equipment and materials necessary for performance of Occupational Medicine as described in Exhibit A, Statement of Work (SOW).

B. The requirements set forth in SOW Section 2.O, Occupational Medicine Operations, shall be provided on a firm-fixed-price basis.

C. The requirements set forth in SOW Section 3.O, Special Services, shall be provided on a cost-plus-fixed-fee basis subject to the following limitations:

1.	Ophthalmology Services	\$ 4,000
2.	Optician Services	\$10,000
3.	Radiology Services	\$ 3,000
4.	Laboratory Services	\$30,000

These limitations represent unburdened costs. No other direct costs shall be applied toward these limitations. There shall be no adjustment in fee should the Contractor exceed any of the limitations listed above.

B.2 FIRM-FIXED-PRICE AND ESTIMATED COST AND FIXED FEE

A. The total firm-fixed-price for performing SOW Section 2.O, Occupational Medicine Operations is \$425,100.

B. The estimated cost for performing SOW Section 3.O, Special Services is \$52,100, exclusive of the fixed fee of \$0*. The total estimated cost and fixed fee is \$52,100.

C. The total firm-fixed-price and estimated cost and fixed fee shall not exceed \$477,200.

B.3 CONTRACT FUNDING

A. SOW Section 2.O, Occupational Medicine Operations - Limitation of Funds (Fixed-Price) (NASA 1852.232-77) (MAR 1989)

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NASA 1852.232-77) (MAR 1989)

(a) Of the total price for the services required by SOW Section 2.0, Occupational Medicine Operations, the sum of \$425,100 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract.

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond such point. The Government is not obligated in any event to pay or reimburse the Contractor more than

* No fixed fee was proposed by Zel Technology, Inc. for SOW Section 3.0, Special Services.

the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 1997. (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract. (3)(i) The notice shall state the estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it. (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties. (4) If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the time by performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitations of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

**B. SOW Section 3.O, Special Services - Contract Funding (NASA 1852.232-81)
(JUN 1990) (Cost Reimbursement)**

(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 \$52,100. This allotment is for SOW Section 3.O, Special Services, and covers the following estimated period of performance: November 1, 1996 through October 31, 1997.

(b) An additional amount of \$0^{*} is obligated under this contract for payment of fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK - OCCUPATIONAL MEDICINE

The Contractor shall perform the services specified in Exhibit A, Statement of Work.

*No fixed fee was proposed by Zel Technology, Inc. For SOW Section 3.0, Special Services.

SECTION D - PACKAGING AND MARKING

D.1 REPORTS AND DOCUMENTATION PACKAGING AND MARKING

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

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.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (NASA 1852.212-74) (DEC 1988)

The period of performance of this contract shall be 12 months, from November 1, 1996 through October 31, 1997.

F.2 PLACES OF PERFORMANCE

The principal place of performance shall be at NASA Langley Research Center, Hampton, Virginia (West Area) with work also to be performed at NASA Langley Research Center facilities located on Langley Air Force Base, Virginia (East Area).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENTS (FIRM-FIXED-PRICE)

A. In accordance with the Section I clause, Payments (FAR 52.232-1) (APR 1984), partial payments will be made by the Government to the Contractor based on receipt of a proper invoice and satisfactory contract performance. Invoices for the firm-fixed-price portion of the contract (SOW Section 2.0, Occupational Medicine Operations) shall be submitted in the amount of \$35,425 (the annual negotiated amount divided by 12), on a monthly basis.

B. Proper invoice is defined as containing the following items:

1. Name and address of Contractor;
2. Invoice Date;
3. Contract Number;
4. Name and address of Contractor official to whom payment is to be sent (or proper notice of assignment);

C. The original and three copies of all invoices shall be sent directly to the Contracting Officer for review, approval and transmission to the payment office.

The Contractor shall mark invoice Copies 1, 2, and 3 by insertion in the memorandum block the name and address for the following parties:

Copy (1) NASA Contracting Officer
 Copy (2) Contractor
 Copy (3) NASA COTR

G.2 SUBMISSION OF COST VOUCHERS FOR PAYMENT (COST REIMBURSEMENT)

A. Public vouchers for payment of costs shall include a reference to this contract NAS1-97024 and your Taxpayer Identification Number and shall 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 vouchers for purposes of the Prompt Payment clause of this contract.

Monthly cost vouchers shall be submitted for approval through:

NASA Langley Research Center
 Attn: Contracting Officer, M/S 126
 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. Two copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.
3. The Contractor shall mark copies of the SF 1034A by insertion in the memorandum block the names and addresses as follows:
 - (i) Copy 1 NASA Contracting Officer
 - (ii) Copy 2 Accounting Files

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.3 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES

A. 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.

1. Approximately 3,200 square feet of health clinic office and working space and approximately 4,000 square feet of physical fitness center space including utilities, telephone equipment and services, building maintenance, institutional fire and security protection necessary to protect NASA facilities, and custodial services. The Contractor shall use Government telephones for official business only.
2. All necessary medical equipment as listed in Exhibit C, List of Installation-Provided Government Property.

3. All necessary physical fitness equipment as listed in Exhibit C, List of Installation-Provided Government Property.

4. All necessary medical supplies.

5. Existing office equipment.

6. Publications and blank forms stocked by the installation.

7. LaRC Cafeteria privileges.

8. Medical treatment of a first-aid nature for personnel injuries or illnesses sustained during on-site duty.

B. The Contractor shall not acquire property as a direct cost under this contract, unless expressly authorized 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.

C. 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 under this contract. The Government retains accountability for this property under the Installation-Provided Government Property clause, regardless of its authorized location.

D. 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.4 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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 unilateral written notice to the Contractor within the current contract period of performance; provided, that the Government shall give the Contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

H.2 OPTIONS

Priced Options/Extended Services

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract by three additional periods of 12 months each and six additional periods of 1 month each. The first through third option periods are to be exercisable by issuance of a unilateral modification no later than 30 calendar days prior to the expiration of the contract. The fourth through ninth option periods are not subject to the time period specified in Paragraph (a) of FAR Clause 52.217-9, but may be exercised by the issuance of a unilateral modification prior to the expiration of the contract. Upon exercise of such option(s) by the Government, the following items will be increased by the amounts specified below for each option period.

A. First through Third Option Periods

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>
Period of Performance (Ref. F.1)	12 months	12 months	12 months
Firm-Fixed-Price (Ref. B.2.A)	\$442,600	\$460,300	\$490,300
Monthly Fixed Price Invoice (Ref. B.3.A)	\$ 36,883.33	\$ 38,358.33	\$ 40,858.33
Special Services Limitations (Ref. B.1.C):			
Ophthalmology Services	\$ 4,000	\$ 4,000	\$ 4,000
Optician Services	\$10,000	\$10,000	\$10,000
Radiology Services	\$ 3,000	\$ 3,000	\$ 3,000

Laboratory Services	\$30,000	\$30,000	\$30,000
Estimated Cost (Ref. B.2.B)	\$52,100	\$52,100	\$52,100
Fixed Fee (Ref. B.2.B)	\$ 0	\$ 0	\$ 0

B. Fourth through Ninth Option Periods

<u>Item</u>	<u>Fourth Option Period</u>	<u>Fifth Option Period</u>	<u>Sixth Option Period</u>	<u>Seventh Option Period</u>	<u>Eighth Option Period</u>	<u>Ninth Option Period</u>
Period of Performance (Ref. F.1)	1 month	1 month	1 month	1 month	1 month	1 month
Firm-Fixed-Price (Ref. B.2.A)	\$40,000	\$40,000	\$42,000	\$42,000	\$42,000	\$42,000
Monthly Fixed Price Invoice (Ref. B.3.A)	\$40,000	\$40,000	\$42,000	\$42,000	\$42,000	\$42,000
Special Services Limitations (Ref. B.1.C):						
Ophthalmology Services	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330
Optician Services	\$ 830	\$ 830	\$ 830	\$ 830	\$ 830	\$ 830
Radiology Services	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Laboratory Services	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Estimated Cost (Ref. B.2.B)	\$4,300	\$4,300	\$4,300	\$4,300	\$4,300	\$4,300
Fixed Fee (Ref. B.2.B)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

H.3 **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.4 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR BY REFERENCE

Pursuant to FAR 15.406-1(b), the completed Representations, Certifications and Other Statements of Offeror dated October 11, 1996 hereby incorporated herein by reference.

H.5 VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)

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

H.6 CONSENT TO SUBCONTRACT

Notwithstanding the provisions of FAR 52.244-2, Subcontracts (Cost Reimbursement and Letter Contracts) (JUL 1985) Alternate 1 (APR 1985) and FAR 52.244-1, Subcontracts (Fixed-Price Contracts) (FEB 1995) Alternate I (APR 1994), the Contractor shall obtain the Contracting Officer's consent before award of a subcontract exceeding \$25,000.

H.7 INSURANCE EVIDENCE

A. The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228-75 in Section I entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Office 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.

B. In addition, the Contractor shall furnish evidence of malpractice liability insurance coverage in the amount(s) specified in FAR 52.237-7.

H.8 MANAGEMENT AND PROTECTION OF PRIVACY ACT INFORMATION

In performance of the contract effort, the Contractor will have access to information subject to the Privacy Act; therefore, the Contractor shall comply with the requirements of NASA Management Instruction (NMI) 1382.17B, "PROTECTION OF PERSONAL PRIVACY - NASA PRIVACY ACT REGULATIONS," dated September 24, 1979. In order to insure protection of such information, the Contractor shall (1) use and disclose such information only to the extent necessary to perform the work required under the contract, with particular emphasis on restricting the information to those "need to know" employees, and (2) establish the necessary procedures to preclude disclosure of such information outside the Contractor's organization, except in accordance with the written instructions of the Contracting Officer or his representative. The Government will perform periodic inspections of the Contractor's on-site facilities and operations for the purpose of ensuring continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

H.9 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS (LaRC 52.204-91) (NOV 1991)

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

H.10 AUTOMATED INFORMATION SECURITY (AIS) PROGRAM/EMPLOYEE NATIONAL AGENCY CHECK (NAC) AND USER AGREEMENT EXECUTION

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

B. The Contractor shall ensure that all Contractor personnel execute a user agreement, Form No. MISB N-554, REQUEST/CHANGE FOR MISB COMPUTER ACCESS and any other forms that may be required by the Government prior to having access to NASA ADP resources. Unauthorized access to and/or use of LaRC computing systems is a violation of law and punishable under the provisions of 18 USC 1029, 18 USC 1030 and other applicable statutes. For compliance with Center Computer security policy, the Contractor shall promptly notify the Contracting Officer Technical Representative (COTR) when an authorized user employee no longer requires computer access.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference. **BOLD CLAUSES ARE APPLICABLE ONLY TO THE FIRM-FIXED- PRICE PORTION OF THIS CONTRACT (SOW SECTION 2.0, OCCUPATIONAL MEDICINE OPERATIONS).** **ASTERISK CLAUSES ARE APPLICABLE ONLY TO THE COST REIMBURSEMENT PORTION OF THIS CONTRACT (SOW SECTION 3.0, SPECIAL SERVICES).**

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.207-3	Right of First Refusal of Employment (NOV 1991)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records - Negotiation (AUG 1996)
52.215-22	Price Reduction for Defective Cost or Pricing Data (OCT 1995)
52.215-24	Subcontractor Cost or Pricing Data (OCT 1995)
52.215-26	Integrity of Unit Prices (OCT 1995)--Alternate I (APR 1991)
52.215-27	Termination of Defined Benefit Pension Plans (MAR 1996)
52.211-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (MAR 1996)
52.215-40	Notification of Ownership Changes (FEB 1995)
*52.216-7	Allowable Cost and Payment (AUG 1996)
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 (AUG 1996)
52.222-26	Equal Opportunity (APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.223-2	Clean Air and Water (APR 1984)
52.223-3	Hazardous Material Identification and Material Safety Data (NOV 1991) Alternate I (JUL 1995)
52.223-6	Drug-Free Workplace (JUL 1990)
52.224-2	Privacy Act (APR 1984)
52.225-11	Restrictions on Certain Foreign Purchases (OCT 1996)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General (JUN 1987) -- as modified by NASA FAR Supplement 1852.227-14
52.228-5	Insurance - Work on a Government Installation (SEP 1989)
*52.228-7	Insurance - Liability to Third Persons (MAR 1996)
52.229-3	Federal, State and Local Taxes (JAN 1991)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (APR 1989)

52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
*52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (MAR 1994)
52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
52.233-1	Disputes (OCT 1995) Alternate I (DEC 1991)
52.233-3	Protest After Award (OCT 1995)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUN 1985)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 1996)
*52.242-1	Notice of Intent to Disallow Costs (APR 1984)
*52.242-3	Penalties for Unallowable Costs (OCT 1995)
*52.242-4	Certification of Indirect Costs (OCT 1995)
52.242-15	Stop-Work Order (AUG 1989)
*52.242-15	Stop-Work Order (AUG 1989) Alternate I (APR 1984)
52.243-1	Changes--Fixed-Price (AUG 1987)
*52.243-2	Changes - Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
52.244-1	Subcontracts (Fixed-Price Contracts) (FEB 1995)-- Alternate I (APR 1984)
*52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (MAR 1996) Alternate I (AUG 1996) ¹
52.244-5	Competition in Subcontracting (JAN 1996)
52.245-1	Property Records (APR 1984)
52.245-2	Government Property (Fixed-Price Contracts) (DEC 1989) Alternate I (APR 1984)
*52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-4	Inspection of Services--Fixed-Price (FEB 1992)
*52.246-5	Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)
*52.246-25	Limitation of Liability - Services (APR 1984)
52.248-1	Value Engineering (MAR 1989)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 1984)
*52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
*52.249-14	Excusable Delays (APR 1984)
*52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
1852.212-70	Notice of Delay (DEC 1988)
*1852.216-89	Allowable Cost and Payment (APR 1994)
1852.219-74	Use of Rural Area Small Businesses (SEP 1990)
1852.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
1852.223-70	Safety and Health (FEB 1996)

¹ None

1852.228-75	Minimum Insurance Coverage (OCT 1988)
1852.237-70	Emergency Evacuation Procedures (DEC 1988)
1852.237-71	Pension Portability (NOV 1994)
1852.242-70	Technical Direction (SEP 1993)
1852.242-72	Observance of Legal Holidays (AUG 1992)--Alternate I (SEP 1989)
1852.242-72	Observance of Legal Holidays (AUG 1992)--Alternate II (SEP 1989)
1852.242-73	NASA Contractor Financial Management Reporting (APR 1994)
1852.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
1852.245-71	Installation-Provided Government Property (MAR 1989)

I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.252-2	Clauses Incorporated by Reference (JUN 1988)
52.203-9	Requirement for Certificate of Procurement Integrity - Modification (SEP 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.215-42	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1995)
52.219-11	Section 8(a) Contract Conditions (FEB 1990)
52.219-12	Section 8(a) Subcontract Conditions (FEB 1990)
52.219-17	Section 8(a) Award (FEB 1990)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.232-25	Prompt Payment (MAR 1994)
52.237-7	Indemnification and Medical Liability Insurance (SEP 1989)
52.242-13	Bankruptcy (JUL 1995)
52.252-6	Authorized Deviations in Clauses (APR 1984)
1852.215-84	Ombudsman (OCT 1995)
1852.223-72	Potentially Hazardous Items (DEC 1988)

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

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

I.4 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (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, _____, am the officer or employee responsible for the
[Name of certifier]

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 _____ who has participated personally and substantially in the preparation

[Name of Offeror]

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)
None

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

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

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

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

(End of certification)

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or

instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

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

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

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

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

(iii) Disclosure.

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

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

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

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

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

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

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

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

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this

clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

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

I.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (FAR 52.215-42) (OCT 1995)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) Information relative to an exception granted for prior or repetitive acquisitions.

(ii) Catalog price information as follows:

(A) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(C) Additionally, for each catalog item that exceeds ___ (extended value not unit price), provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(iii) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

(iv) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(v) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(3) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

I.7 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the National Aeronautics and Space Administration, the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the National Aeronautics and Space Administration shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract award under this contract will be made directly to the subcontractor by the National Aeronautics and Space Administration.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the National Aeronautics and Space Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I.8 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FAR 52.219-12) (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NAS1-97024 with the National Aeronautics and Space Administration to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Zel Technology, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NAS1-97024 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the National Aeronautics and Space Administration with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the National Aeronautics and Space Administration.

(4) That it will notify the National Aeronautics and Space Administration Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the National Aeronautics and Space Administration.

I.9 SECTION 8(a) AWARD (FAR 52.219-17) (FEB 1990)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the National Aeronautics and Space Administration, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the National Aeronautics and Space Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

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

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

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

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

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

(c) **Compensation.**

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

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees'

authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

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

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

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

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

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

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

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

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

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

Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

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

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of Section 2(a)(4) of the Act and of this contract.

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

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

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

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the

Administrator or authorized representative, under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

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

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

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

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

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

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

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

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

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

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

(p) Contractor's Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.11 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, quality, or Contractor compliance with contract requirements.

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

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

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

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

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

(v) If the contract does not require submission of an invoice for payment (e.g., 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 within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5

days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

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

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

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

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

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

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) *Contract Financing Payments.*

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

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

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

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

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

I.12 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (FAR 52.237-7) (SEP 1989)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent Contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its

employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) A certificate of insurance evidencing the required coverage shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

I.13 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 filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.15 OMBUDSMAN (NASA 1852.215-84) (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 POTENTIALLY HAZARDOUS ITEMS (NASA 1852.223-72) (DEC 1988)

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

- | | |
|-----------|---|
| Exhibit A | Statement of Work, with appendix, 7 pages |
| Exhibit B | Contract Documentation Requirements, 4 pages |
| Exhibit C | List of Installation-Provided Government Property, 10 pages |

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A
STATEMENT OF WORK

1.0 Introduction

The Contractor shall conduct, on a five-day per week basis, a comprehensive Program Occupational Medicine for NASA, Langley Research Center (LaRC). The responsibility and standards of performance (professional, ethical, and technical) deemed necessary for the conduct of such a medical program shall require the assignment and utilization of only those personnel whose performance will conform to the acceptable standards and ethics of the medical profession. The primary objectives of the Occupational Medicine Program are: the operation of the LaRC Occupational Health Clinic; the maintenance and improvement of the health of employees with emphasis on the prevention, diagnosis, treatment, and care of illnesses and injuries caused or aggravated by the work environment; operation of the LaRC Fitness Center; and the provision of an Employee Assistance Program.

2.0 Occupational Medicine

The Contractor shall be responsible for operating the LaRC Occupational Health Clinic and conducting a comprehensive Occupational Medicine Program at LaRC, in accordance with NMI 1800.4. Services include:

2.1 Hours of Operation

2.1.1 The regular hours of operation for the Clinic shall be between 7:00 a.m. and 3:30 p.m., Monday through Friday, holidays excluded. At least one physician or nurse practitioner shall be available at the clinic, during the regular hours of operation.

2.1.2 Emergency diagnosis and treatment shall be furnished from 7:00 a.m. to 3:30 p.m. daily, exclusive of holidays. In the case of emergencies, the Contractor shall provide support outside of the normal operating hours.

2.1.3 The regular hours of operation for the Fitness Center shall be between 6:00 a.m. and 7:00 p.m., Monday through Friday, holidays excluded.

2.2 Special Qualifications

2.2.1 Physician(s) shall be licensed to practice medicine in the state of Virginia and have a current designation as FAA Examiner for Class I, II, and III flight physical examinations. All physician(s) shall be ACLS certified.

2.2.2 Nurse Practitioner(s), Staff Nurse(s), and Lab X-Ray Technician shall be licensed in the state of Virginia. All nurses shall be BLS certified

2.2.3 The Nurse Practitioner shall be certified by an accredited nursing school and be ACLS certified.

2.2.4 All Contractor employees who conduct audiology exams and pulmonary function tests shall possess a certificate of clinical competence.

2.2.5 The Lead Physical Fitness Instructor shall be a graduate of an accredited college with a Masters Degree in Exercise Physiology or related field (i.e., sports medicine, physical therapy, or physical education).

2.2.6 **Staff Absences** - For absences of Contractor staff personnel, excluding Medical Assistant, RN, and strictly clerical positions, the Contractor shall provide a qualified substitute. The Contractor shall get COTR approval of all planned uses of substitutes.

2.3 **Emergency Diagnosis and Treatment** -- Provide emergency diagnosis and treatment for injury and illness, to the following: LaRC Civil Service personnel; on-site Contractor personnel; visitors to LaRC and NASA LaRC Exchange personnel.

2.3.1 LaRC Civil Service personnel having an occupational injury or illness, will receive medical treatment, inclusive of applicable diagnostic tests, within the capabilities of the LaRC medical facility. If the patient requires treatment beyond the capabilities of the LaRC medical facility, the patient will be referred to an appropriate local medical facility or physician.

2.3.2 On-site Contractor personnel and LaRC Exchange personnel who have an occupational injury or illness will receive primary diagnosis and treatment. Treatment beyond the capabilities of the LaRC medical facility is the responsibility of the patient's private physician.

2.3.3 LaRC Civil Service personnel, on-site Contractor personnel, LaRC Exchange personnel and visitors to LaRC who suffer a non-occupational injury or illness shall receive initial diagnosis and treatment to enable the patient to complete their current work shift or scheduled activities. Treatment beyond initial care for non-occupational injury or illness shall be the responsibility of the patient's private physician.

2.3.4 In all cases of referral, the Office of Occupational Health Services shall be notified (if possible, prior to transport). If notification is not possible prior to transport, notification shall be effected the same day as transport. All LaRC personnel who are hospitalized will be followed-up on a daily basis by the contractor and a daily status report shall be provided to the COTR. (Privacy Act may not allow hospitals to release patient data, but attempts to determine patient condition shall be made by the Contractor.)

2.3.5 The Contractor may, on occasion, be required to provide emergency medical services at LaRC sites and facilities other than the clinic. The primary responder is the Fire Department EMS personnel and the Contractor shall augment the primary responder in emergencies.

2.4 **Physical Examinations**--The Contractor shall provide health maintenance examinations for all LaRC Civil Service personnel in accordance with provisions of NASA Management Instruction (NMI) 1800.4.

2.4.1 **Scheduling**--The Contractor shall use a computerized system of employee notification and appointment scheduling that provides for effective management of physical examinations and offers flexibility for rescheduling or for missed appointments. The Contractor shall attempt to contact all patients the day prior to the scheduled appointment to remind the patient of the appointment. Physicals shall be scheduled during the employee's birth month plus or minus one month (excluding Government-imposed work stoppages). The Contractor shall report any scheduling delays to the COTR via the monthly progress report along with the Contractor's planned corrective action.

2.4.2 **Complete Physicals**--All LaRC Civil Service personnel (approximately 2,500) and NASA Langley Exchange personnel shall be offered a complete physical examination at three-year intervals. This examination shall consist of:

- a. Height, weight, blood pressure
- b. Chemistry, hematology, urinalysis
- c. Pelvic examination (including Papanicolaou's stain) and breast examination
- d. Actual physical by a health care provider
- e. Discussion of findings with the employee

f. Preparation of a narrative of the examination results summarizing the state of the employee's health; pointing out those conditions which warrant further attention by the employee's physician. Examinees shall be provided with copies of the narrative report.

The physical may include other tests and procedures, and the frequency may be shortened based on health risk factors, age, and gender considerations (Ref. Appendix 1).

2.4.3 Partial Physicals--All LaRC Civil Services personnel shall be offered a partial physical examination each intervening year. This examination shall consist of:

- a. Height, weight, blood pressure
- b. Chemistry, hematology, urinalysis
- c. Pelvic examination (including Papanicolaou's stain) and breast examination
- d. Providing a copy of the exam results to the Civil Service employee for delivery to their private physician.

The partial physical may include additional tests based on health risk factors, age, and gender considerations (Ref. Appendix 1).

2.4.4 Provide other examinations of selected LaRC Civil Service personnel, LaRC Exchange personnel, and Contractor employees. These examinations include, but are not limited to, the following:

- a. Preemployment, preplacement, fitness for duty, and return to work
- b. Disability and compensation evaluation
- c. Food handlers
- d. FAA flight physicals
- e. Mental health examinations
- f. Fitness Center screening for NASA Civil Service personnel
- g. Respiratory equipment users
- h. Monitoring occupations which involve potential exposure to:
 - 1. Chemical, solvent, paint, or fuel
 - 2. Benzene
 - 3. Insulation (fiberglass, asbestos)
 - 4. Radiation (X-ray and materials)
 - 5. Welding
 - 6. Heavy/critical equipment
 - 7. Lasers
 - 8. Pesticides/herbicides
 - 9. Mercury/lead/heavy metals
 - 10. Heights
 - 11. Respiratory hazards
 - 12. Noise
- i. Retirement and separation
- j. Foreign travel exams
- k. Medical disability retirement

Physicals provided under this task may include, as applicable, the items covered in Section 2.4.2 as well as any additional special tests and examinations which are appropriate for the type of examination being given. Examples of special tests/examinations are retinal photography and tests to determine the presence or amount of toxic materials or abnormal metabolic products in the body fluids or tissues.

2.4.5 Workload Requirements -- The Contractor shall ensure the availability of 3,000 (30 minute) blocks of time (appointments) per year for eligible patients to seek non-emergency health care services. The Contractor shall provide, as part of the 3,000 above, the following:

1,500 appointments/blocks of time per year for scheduling "hands on physicals"

1,500 appointments/blocks of time per year for scheduling partial physicals (partial physical appointments may be used for preliminary exams, foreign travel exams, repeat lab tests, etc.)

2.5 Physical Fitness Program

The Contractor shall operate the LaRC Fitness Center and administer a physical exercise program available to all LaRC Civil Service personnel. Functions include, as a minimum, assuring that each individual is medically cleared to participate in the program; prescribing an exercising regimen for each individual; providing qualified supervision of the program; monitoring and observation of participants while exercising to avoid stress and injuries; and providing a cardiac rehabilitation program. The Contractor shall perform minor maintenance and repairs of the fitness equipment located in the LaRC Fitness Center. The Contractor shall maintain the LaRC Fitness Center free of trash (i.e., beverage and food containers, food items, paper, etc.); shall sanitize the fitness equipment on a daily basis; and collect, wash, dry, and distribute clean Government-provided wipe-down towels for each piece of fitness equipment.

2.6 Employee Assistance Program--The Contractor shall provide all phases of the LaRC Employee Assistance Program as specified in NMI 3792.1E and NMI 3792.3, NASA Plan for a Drug-Free Workplace. Confidentiality requirements for this program are specified in NMI 3792.1E, paragraph 5.f.

2.7 Other Services to be Provided:

2.7.1 The Contractor shall review and update various LaRC and NASA medical and related procedures as required. These include manuals, management instructions, and circulars.

2.7.2 The Contractor shall participate in the planning and execution of various emergency exercises, which may involve agencies external to LaRC such as local, State, and Federal disaster planning agencies.

2.7.3 The Contractor shall support LaRC elements whose mission involve the use of human test subjects. Functions include medical advice, counseling, monitoring, and special physical examinations of personnel engaged in such activities. The Contractor shall apply specific medical standards for simulation/actual operations under a variety of environmental conditions.

2.7.4 The Contractor shall clean up and remove blood and body fluid spills at LaRC. This task includes travel to and from any LaRC property and the use of a bleach and water mixture to cleanse the area and the "Red Bagging" of waste.

2.7.5 The Contractor shall continuously evaluate programs provided under this contract and shall aggressively take steps to improve participation in programs such as the physical program, fitness center, Employee Assistance Program, health education programs, and special medical programs (i.e., flu shots, hypertension screening, etc.). The Contractor shall document progress in the Monthly Progress Report required by Exhibit B, Contract Documentation Requirements.

2.7.6 The Contractor shall update a computer generated list monthly of all protocols at LaRC. The list shall be generated by building and shall at a minimum list the: building number, employee's name, and protocols for the employee.

2.7.7 The Contractor Medical Director shall serve as the Medical Director for the LaRC. The Medical Director shall serve as the Medical Review Official (MRO) under the terms established by the Federal Drug-Free Workplace Program (Ref. NMI 3792.3, NASA Plan for a Drug-Free Workplace).

2.7.8 The Contractor shall conduct special health awareness screenings on LaRC Civil Service personnel (contractor employees may be included on occasion) to determine the presence of specific diseases such as diabetes, glaucoma, and hypertension. Tests may be conducted at the clinic and/or at other LaRC locations.

2.7.9 The Contractor shall conduct epidemiological studies and assure controls are provided, as necessary, for all LaRC areas to determine and control the presence of communicable diseases. The Clinic Director shall be responsible for communication and coordination with the appropriate public health agencies and the Contracting Officer's Technical Representative (COTR).

2.7.10 The Contractor shall provide health education training. Provide quarterly lectures or seminars at the H.J.E. Reid Conference Center on health matters of a general interest to LaRC Civil Service and Contractor personnel and their families as appropriate. The written publicity of the events for the Researcher News and LaRC This Week is the responsibility of the Contractor. All written publicity shall be approved by the COTR prior to submission to either the Researcher News or LaRC This Week. Articles shall be submitted at least 30 days prior to the scheduled activity.

2.7.11 The Contractor shall provide support to the Hearing Conservation Officer for the LaRC Noise Control and Hearing Conservation Program per LHB 2710.1, Chapter 2, Occupational Health Services Office Subsection.

2.7.12 The Contractor shall provide consultative services for environmental hazards or conditions arising from LaRC operations as required.

2.8 Administration of Treatment and Medications

2.8.1 Upon written request of the personal physician of LaRC Civil Service personnel, LaRC Exchange personnel, and on-site Contractor personnel treatments and medications, the latter supplied by the employee, shall be administered within the capabilities of the clinic. No allergy injections will be given except with a physician present in the clinic. The person receiving an allergy injection shall be required to remain in the clinic for a suitable period of time for observation.

2.8.2 The Contractor shall provide to LaRC Civil Service personnel all recommended immunization required for official overseas travel and shall assemble and issue appropriately stocked overseas supply kits as necessary. Other immunizations as deemed appropriate for good public health and preventive medicine measures shall be offered at the clinic and other LaRC locations.

2.9 Administration

2.9.1 Medical Supplies--The Contractor shall recommend minimums, maximums, and reorder levels for Government-furnished materials and supplies required in support of the occupational medicine program and shall maintain these stocks. The Contractor shall order and pick up medical supplies from the Langley Air Force Base (LAFB) Medical Supply Activity. The Contractor shall provide advance notice to the Government for needed supplies which are not available through LAFB. Consideration shall be given to lead time required and usage levels, available storage space, and shelf life of supplies. The Contractor shall be responsible for the safeguarding, accountability, and issuance of all medicines necessary to the operation of the clinic.

2.9.2 Medical Records and Statistics--The Contractor shall prepare, update, and maintain accurate, complete, and signed medical records. These records are confidential information and shall be safeguarded in accordance with the Privacy Act of 1974 and NMI 1800.4. Medical records

shall be the property of U.S. Government and shall be disposed of in accordance with Occupational Safety and Health Administration Regulations, 29 CFR 1910.20. Medical records shall include as a minimum:

- a. All required Department of Labor Illness and Injury Forms
- b. Supervisor's Report of Injury/Illness
- c. All patient referral or transfer documentation
- d. Reports required for private physicians on occupational injuries and/or illnesses
- e. Daily Patient Status Report on all occupational injuries and illnesses where the patient is hospitalized.
- f. All required medical forms for all patient encounters.
- g. Written consent of parents or legal guardians obtained prior to treatment of persons under the age of 18.

2.9.3 Patient Satisfaction Survey --The Contractor shall provide a Patient Satisfaction Survey Form to each patient who presents for service on Wednesdays.

3.0 Special Services

In support of Occupational Medicine Operations, the Contractor shall provide the following special services: ophthalmology, optician, radiology, and laboratory services as required. These special services shall be provided on a cost-reimbursable basis subject to the limitations set forth in B.1.C. If subcontracted, copies of the subcontractors' invoices shall be furnished to the COTR not later than 20 calendar days after the billing cycle has ended. Special services are defined as follows:

Optician Services - The provision of an optician on site at LaRC every Tuesday morning from 8 a.m. to 12 noon. The optician shall assist employees (contractor and civil service) with minor repairs to glasses, issuing of safety glasses, and providing prescription safety glasses to eligible employees.

Ophthalmology Services - The provision of complete ophthalmic exams for all eligible employees entering or leaving the laser programs.

Radiology Services - The provision of the reading of films, supplying a typewritten or stamped report and pickup and delivery of films.

Laboratory Services - The provision of a clinical laboratory, provide a staff (at the laboratory) composed of experienced American Society of Clinical Pathologists (ASCP) or equivalent technologists to effectively operate a clinical laboratory in support of the Occupational Medicine Program. The specimens shall be picked up at LaRC daily and the printed results returned to LaRC electronically. The laboratory shall establish two separate accounts. One account will be used to bill the Contractor for various chemistry panels, CBC, PAP, etc. The second account will be used to collect fees from LaRC Civil Service and Contractor Personnel for desired tests not considered part of the Occupational Medicine Program.

Appendix 1

PROCEDURE	FREQUENCY			
	Annual	Triannual	Protocol	Fee Basis
Hands On	start @ age 35	<age 35	#	
Vital Signs	*	*		
Audiogram			*	
Vision			*	
Tonometry	start @ age 50			
EKG	Baseline	start @ age 45		
PFT			*	
Treadmill		start @ age 50		
Procto		start @ age 45		
PAP	*			
Prostate				
LABS				
SMAC	*	*		\$
CBC	*	*		\$
PSA				\$
LEAD			*	
FEP			*	
Pregnancy			*	
HIV				\$
Serum Cholinesterase			*	
Carboxy HBG			*	
Sickle Cell			*	
24 Hr Inorganic Mercury			*	
UA	*	*	*	
FAA Physicals		Frequency		
FAA 1		Q6mon		
FAA 2		Annual		
FAA 3 or Equivalent		Q2yrs		

*All procedures done at the health care provider's request

\$ Fee Basis Only

Per Specific Protocol

EXHIBIT B

CONTRACT DOCUMENTATION REQUIREMENTS

EXHIBIT B - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

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

1. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.
2. Columns 7.b. and d. shall be completed using the time-phased financial baseline plan.
3. Columns 8.a. and b. shall be completed using estimates (forecasts) for the succeeding two months.
4. **Minimum reporting categories:**
 - Ophthalmology Services
 - Optician Services
 - Radiology Services
 - Laboratory Services
 - Subtotal
 - G&A
 - Total Cost
5. Each 533M shall include a narrative explanation for variances exceeding 10 percent between planned hours and dollars and actual hours and dollars for each reporting category.

B. **Quarterly Financial Management Report**--The Contractor shall submit a quarterly financial report detailed by categories specified in A.4 above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form. The initial 533Q shall be submitted within 10 operating days after award of the contract.

C. **Disabled Employee Hiring Policies and Procedures**--Within 15 operating days after the effective date of the contract, the Contractor shall submit for the Contracting Officer's approval his/her company's policies and procedures for recruiting, hiring, training and career development of disabled persons.

D. **Timekeeping Policies and Procedures**--Within 15 operating days after the effective date of the contract, the Contractor shall submit company timekeeping policies and practices, including policies and procedures for notifying employees and for reporting time and attendance during Center closings (e.g., inclement weather and executive orders).

E. **Safety and Health Plan**--Within 25 operating days, 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.

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

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

6. 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.

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

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.

I. Evidence of Insurance--The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228-75 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 H.6, you are required to submit a copy of the letter sent to the Virginia Tax Commission and a copy of the subsequent response.

K. Monthly Progress Report - This report shall be delivered within five operating days following the end of the month and shall include the following data:

1. Contract Progress Summary - The Contractor shall submit a general discussion of the following: contract progress, educational initiatives for Contractor staff, and special initiatives during the month, i.e., hypertension screening.

2. **Patient Statistical Data** - The Contractor shall submit the following statistical data listed by: current month, year to date, and cumulative comparison of the previous years data. The data entries are as follows: partial physicals, complete physicals, contractor physicals, civil service physicals, LAA physicals, venipunctures, PSA, laser eye exams, x-ray films exposed, occupational injury/illness, return occupational injury/illness, non-occupational injury/illness, CA-1/CA-2, allergy injections, flu shots, treadmill, proctoscopic exams, and total clinic visits.

3. **Fitness Center Statistical Data** - The Contractor shall submit the following statistical data: number of Fitness Center members, number of new members added during the month, and the number of Fitness Center visits during the month by members.

4. **Optical Services Statistical Data** - The Contractor shall submit the following statistical data: number of safety glasses issued, names of patients receiving safety glasses, vendor prices for each pair issued, and a copy of each authorization from the LaRC Safety Office.

L. **Annual Health Lecture Report**--The Contractor shall submit a schedule for all quarterly health seminars. This report shall also include the date, time, subject, speaker's name, and location of the presentation. This report shall be delivered not later than the tenth working day of January each year.

M. **Weekly OSHA Form 100 Log**--The Contractor shall submit an OSHA Form 100 no later than 11:00 a.m., Monday mornings, which includes all of the information required by the form.

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: _____, Mail Stop __
Contract NAS1-97024
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 293

C--Acquisition Support Branch, Mail Stop 144

D--Cost Accounting, Mail Stop 135

E--Safety Manager, Mail Stop 429

F--Programs and Resources Division, Mail Stop 104

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

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-1, D-1, F-1
Disabled Employee Hiring Policies and Procedures	A-1, C-1
Timekeeping Policies and Procedures	A-1, B-1
Safety and Health Plan	A-1, B-1, E-1
Quarterly Accident/Injury Report	A-1, B-1, E-1
Collective Bargaining Agreement	A-1, B-1, C-1
Federal Contractor Veterans Employment Report (VETS-100)	C-1
Evidence of Insurance	A-1, B-1
Virginia and Local Sales Tax Correspondence	A-1
Technical Progress Report	A-1, B-1
Annual Health Lecture Report	A-1, B-1
Weekly OSHA Form 100 Log	A-1, B-1

D. When the Contract Specialist (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 Specialist.

EXHIBIT C

**LIST OF INSTALLATION-PROVIDED
GOVERNMENT PROPERTY**

Exhibit C

CLINIC EQUIPMENT

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Computer, Micro Dynamic Decision Inc	1092502	20180 Dy nex386	3,070	Room 100
Display Unit Matsushita Elec Indus Co	1266191	KH21450563 C13811	460	Room 100
Printer, ADP Hewlett-Packard Co	G079150	3036A16430 C2106A	499	Room 115
Terminal, Data Processing International Business Machines	0142215	63699 6457150 (3192)	947	Room 115
Display Unit Matsushita Elec Indus Co	1216930	KH2142000 C13811	460	Room 134
Computer, Micro Dynamic Decision Inc	1216938	20229 386/33	2,760	Room 134
Cabinet, Medicine, Comb Unitron Engineering Co	1261091	None	1,290	Room 106
Cabinet, Medicine, Comb Unitron Engineering Co	1261092	None	1,290	Room 106
Cabinet Medicine Comb Unitron Engineering Co	1261093	None	1,290	Room 122

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Printer, ADP Hewlett-Packard Co	1262738 C2168A	US46515015	566	Room 109
Display Unit Bell Computer Corp F-PC's	0848274	96K01052 VC3	562	Room 115
Computer, Micro Dynamic Decision Inc	1266225	35017 386-33	2,584	Room 115
Treadmill Quinton Instrument Co	1157864	00301-001-510 4500	9,600	Room 108
Monitor, Electrocardiogram Quinton Instrument Co	1157865	None 4500	1,500	Room 108
Monitor, Blood Pressure Quinton Instrument Co	1157879	200689 412	2,714	Room 108
Modem, Communications Hewlett-Packard Co	G077402	2949U08186 37212B	1,050	Room 124
Meter, Impedance, Vector Hewlett-Packard Co	G078146	2913A52082 4765A	7,870	Room 124
Monitor, Television Matsushita Elec Indus Co	G078258	UG2243149 CT1920M	500	Room 100
Recorder, Cassette, Video Sharp Electronics Corp	0059566	311827 XA205	433	Room 100
Typewriter, Electronic International Business Machines	0061130	11-0076011 Wheelwriter 6	676	Room 100

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Transmitter, Data EKG Data Med	0142765	131 351A	2,900	Room 108
Printer, ADP Hewlett-Packard Co	0282455	2424J42401 2686A	2,499	Room 134
Meter, Impedance, Vector Hewlett-Packard Co	0284297	2529A12224 4700A	5,018	Room 108
Audiometer Grason-Stadler Inc	0398644	1022 1716	4,495	Room 100
Analyzer, Audio Grason-Stadler Inc	0398645	2929 1723	5,950	Room 100
X-Ray System, Medical Picker International Inc	0430974	117906FG PX0352 MODIFIED	20,460	Room 105
Processor, Film Eastman Kodak Co	0430975	6026 M7A	5,029	Room 105
Microscope, Stero American Optical Co	0430977	131088 A/O N150BGA-QW	942	Room 129
Audiometer Tracor Aerospace of Traco	0430990	5835 RA4105	3,995	Room115
Table, Medical Examination United Metal Fabricators	0431008	28197-241282 UMF2024	3,684	Room 122
Cardio/Defibrillator Physic-Control Corp	0530463	2085/1930 283/285	4,872	Room 108

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Audiometer Tracor Instruments Inc	05478476	841700 RA400	3,250	Room 115
Computer, Micro Compuadd	1085140	368056 A000	2,578	Room 106
Display Unit NEC Information Systems I	1085143	11N05430C JC1403HMA	499	Room 106
Seat, Ortho Biotic Lumex Inc	1086217	1180 575454	1,371	Room 106
Typewriter International Business Machines	1087697	11-11Z0363 Wheelwriter 15	577	Room 135
Computer, Micro Treasure Chest Computers	1091903	KG830444 86-33	1,900	Room 109
Transcribing Machine Matsushita Elec Indus Co	1092028	E2AB78320 RR930	190	Room 135
Transcribing Machine Matsushita Elec Indus Co	1092029	E2AB78309 RR930	190	Room 109
Display Unit Matsushita Elec Indus Co	1092735	1814022541 SP922512M	299	Room 109
Disk Drive Unit Hitachi Mfg Co	1093439	7013800L CDR15035	676	Room 133
Camera, Television Elmo MFG Co	1157429	891928 MN401E	3,868	Room 122

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Monitor, Television JVC Nivico Video Co	1157430	17609445 TM9U (A)	400	Room 122
Sigmoidoscope Flexible Olympus CP Scientific Pro	1157431	None 0SF2	4,258	Room 122
Computer, Micro CPU Inc	1255528	None 486CHOICE7	4,411	Room 133
Display Unit KFC	1255529	K0KKU2C02966 CK1420	400	Room 133
Printer, ADP Matsushita Elec Indus Co	1255530	3BMBMGF48152 KX-P2180	189	Room 133
Tonometer, Non Contact Reichert-Jung Inc	1257819	125003 12430	5,645	Room 116
Treadmill Quinton Instrument Co	1258348	00309-001-0527 Q55XT	7,038	Room 108
Printer, ADP Hewlett-Packard	G078795	3030A29698 C2106A	667	Room 134

FITNESS CENTER EQUIPMENT

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Monitor, Television Matsushita Elec Indus Co	G078259	UG2243146 CT1920M	500	Room 105
Exerciser, Moving Stairs Tri-Tech Inc DBA Stairmaster	0058342	019181 4000PT	2,195	Room 105
Exerciser, Moving Stairs Tri-Tech Inc DBA Stairmaster	0059127	L-202-44-8F 4000PT	1,995	Room 105
Exercise Machine, Lower B Eagle Fitness Systems	0059307	4208M12F136 4208	2,605	Room 105
Recorder, Cassette, Video Sharp Electronics Corp	0059567	311998 XA205	433	Room 105
Camera, Still Picture Polaroid Corp	0062103	K861P73EVA Spectra	124	Room 105
Exerciser, Moving Stairs Tri-Tech Inc DBA Stairmaster	0140006	L-202-43-8F 4000PT	1,995	Room 105
Exerciser, Leg Extension Cybex Div Lumex Inc	0140026	4107-M-02E-056 4107	2,155	Room 105
Exerciser, Shoulder Press Cybex Div Lumex Inc	0140027	4025-M-01E-033 4025	1,975	Room 105
Exerciser, Lateral Raise Cybex Div Lumex Inc	0140028	4030-M-02E-019 4030	2,155	Room 105

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Exerciser, Leg Curl Cybex Div Lumex Inc	0140032	4112-M-02E-040 4112	2,065	Room 105
Exerciser, Arm, Fly Cybex Div Lumex Inc	0140033	4020-M-02E-038 4020	2,560	Room 105
Exerciser, Chest Press Cybex Div Lumex Inc	0140034	4015-M-09D-157 4015	2,110	Room 105
Exerciser, Pullover Cybex Div Lumex Inc	0140035	4000-M-01E-012 4000	2,695	Room 105
Exerciser, Leg-Press Cybex Div Lumex Inc	0140036	4100-M-01E-028 4100	3,865	Room 105
Exerciser, Lateral-Pull Down Cybex Div Lumex Inc	0140038	4005-M-02E-040 4005	1,750	Room 105
Exerciser, Arm Curl Cybex Div Lumex Inc	0140039	4040-M-02E-046 4040	1,705	Room 105
Exerciser, Tricep Extension Cybex Div Lumex Inc	0140040	4035-M-01E-026 4035	1,705	Room 105
Computer, Micro International Business Machines	0140332	7283122 5170-339	3,933	Room 105
Exercise Bicycle, Compute Paramount Fitness Equipment	0143181	0000092157 291234	1,737	Room 105
Monitor, Television Panasonic	0143307	FA6620477 BT-S1900N	678	Room 105

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Recorder, Cassette, Mini Racal Communications Inc	0258332	61V150463 PMD221	211	Room 105
Display Unit International Business Machines	0281780	0340463 5153-001	476	Room 105
Treadmill Quinton Instrument Co	0284003	0208-001-2504 Q55	10,000	Room 105
Computer, Micro International Business Machines	0533576	0037427 5170-099	6,270	Room 105
Display Unit International Business Machines	0533577	0666344 5153-001	544	Room 105
Printer, ADP Hewlett-Packard	0848246	2930A15037 3630A	945	Room 1005
Computer, Micro Compuadd	1085136	368040 A000	2,578	Room 105
Display Unit NEC Information Systems	1085141	11N04372F JC1403HMA	499	Room 105
Exerciser, Moving Stairs Stairmaster Exercise System	1086200	461170 4000PT	2,254	Room 105
Player, Cassette Matsushita Elec Indus Co	1087645	CX1GA28086 RX-CT840	102	Room 105
Display Unit International Business Machines	1088733	23DCKC1 8513	463	Room 105

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Computer, Micro International Business Machines	1088734	92058458570 70-386	2,796	Room 105
Computer, Micro Gateway 2000	1256519	1478493 Desktop	1,555	Room 105
Display Unit Gateway 2000	1256527	TB9F37583 PMV1448NI	400	Room 105
Treadmill Quinton Instru ment Co	1247968	00333-001-5073 Clubtrack	5,869	Room 105
Exerciser, Moving Stairs Stairmaster Exercise System	1257985	98447 4000PT	2,074	Room 105
Exerciser, Total Body Nordic Track	1258022	6962 900	1,614	Room 105
Exerciser, Aerobic Trainer Life Fitness	1258065	176002 LC9500HR	1,635	Room 105
Exerciser, Aerobic Trainer Life Fitness	1258066	176003 LC9500OHR	1,635	Room 105
Exerciser, Aerobic Trainer Life Fitness	1258349	176956 LC9500HR	1,635	Room 105
Exerciser, Aerobic Trainer Life Fitness	1258350	176942 LC9500HR	1,635	Room 105
Exerciser, Aerobic Trainer Life Fitness	1258436	499295	2,074	Room 105

Name of Item Manufacturer	ECN	Serial No. Model No.	Cost	Location
Treadmill Quinton Instrument Co	1258438	5771 Clubtrack 3.0	5,869	Room 105
Exerciser, Biceps/Triceps Hydra-Gym Athletics Inc	1258771	21576 None	906	Room 105
Exerciser, Moving Stairs Stairmaster Sports Medica	1259004	U2255 1650LE	2,985	Room 105
Exerciser, Multi-HIP Cybex Div Lumex Inc	1259382	4121K180511 4121	2,072	Room 105
Exerciser, Rowing Cybex Div Lumex Inc	1259383	4010K152911 4010	1,912	Room 105
Exerciser, Smith Press Cybex Div Lumex Inc	1259384	5341K028011 5341	1,832	Room 105
Printer, ADP Hewlett-Packard Co	1262737	USCB151214 C2005A	953	Room 105
Treadmill Quinton Instrument Co	1263486	0333-001-7462 Clubtrack 3.0+	5,604	Room 105
Treadmill Pacer Industries Inc	1423459	10062 Optimill M	3,666	Room 105