



# CONTRACT LAW DIVISION

Office of Assistant General Counsel for Finance and Litigation



Biweekly Report—Period Ending June 02, 2001

## ***Numark Security Services, Inc. v. DOC, et al***

Participated in conference call with the AUSA regarding aspects of defective service of process on the Defendants (DOC, Howard Price and Stan Miller) as well as need for filing various Motions to Dismiss, including lack of subject matter jurisdiction, insufficient service, insufficient process, etc. (Russ Craig and Ed Weber)

## **Collective Bargaining Agreement**

We received a request for assistance with a landscape contract collective bargaining agreement (CBA) issue. The contractor asked to meet with the CO to discuss the DoL prevailing wage determination and how they affect the CBA negotiations. The CO was advised that we cannot provide legal advice to the contractor and can only refer the contractor to the relevant wage determinations and regulations. (Amy Kiger Crofts)

## **Data Collection System (DCS) Automated Processing System II (DAPS II) Procurement**

Fred Kopatich raveled to Wallops Island to attend meetings with NESDIS program staff and the Contracting Officer to discuss: (1) the pending engineering change proposal to add procurement of front-end processing equipment (demods) to the DAPS II contract; (2) issues surrounding dissemination of raw data from the GOES and POES satellites to the public, including limiting access to a selected group of users and release via the Internet; (3) use of an Intranet to inform users of platform owners and contact information to determine status of platforms.

## **Suffering Supercomputers**

Despite the best intentions of all, the outcome of a contract is never guaranteed. Perhaps this is best demonstrated by CLDer Mark Langstein's supercomputer clients. Performance of a vendor on any of these contracts is always somewhat of a gamble. Vendors take the risk that they can predict where rapidly-changing technology will be years down the road and hope, sometimes in vain, that chip and other device manufacturers will be able to keep up with "Moore's Law"—that microprocessor speed will double every two years. A blown prognostication can mean that promised power upgrades during these multi-year contracts may not perform up to snuff, or worse, will never materialize. To illustrate, the first upgrade of NOAA's Boulder

Forecast Storms Laboratory supercomputer appears to have fallen short of the performance guaranteed by the contractor—principally due to failure of the chip manufacturer to deliver its faster chip in Moore's Law time—and Mark is now helping the program office to construct a contractual remedy. The second supercomputer effort to have recently fallen short—NOAA's Princeton Geophysical Fluid Dynamics Laboratory—will require vendor Silicon Graphics to deliver an additional 256 processors at no cost to compensate GFDL for late delivery and acceptance of the base system. The moral—when Moore's Law fails, nobody wins.

## **Section 508**

Reviewed DOT and DOE materials re: Section 508; met with Nancy Barrere and Diana Hynek to discuss DOC implementation. (Fred Kopatich)

## **Collective Bargaining Agreements**

We received a request for assistance with a landscape contract collective bargaining agreement (CBA) issue. The contractor asked to meet with the CO to discuss the DoL prevailing wage determination and how they affect the CBA negotiations. The CO was advised that we cannot provide legal advice to the contractor and can only refer the contractor to the relevant wage determinations and regulations. (Amy Crofts)

## **CLD "Time to Complete"—2.7 Days**

### **Actions by Contract Law Division during Period from 05/19/2001 06/02/2001**

Bureau	Received	Completed
NIST	3	3
NOAA	8	6
OIG	1	0
<b>Totals</b>	<b>12</b>	<b>9</b>

Contract Law Division—Client Workload Period Ending 06/02/2001

