

**A. ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS**

**52.204-7 System for Award Management. (JUL 2013)**

**52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/index.html>  
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DEC1988)**

(a) A preproposal conference will be held as indicated below:

Date: December 4, 2014 (*Tentative*)  
Time: 10:30 a.m.  
Location: TBD

The following is a tentative agenda for the conference:

Opening Remarks  
LaRC Presentations  
Facility Tours  
Questions and Answers

The attendance is limited to no more than 2 attendees per company, both of which must be U.S. citizens. Please contact Krista Jensen via email at [Krista.Y.Jensen@nasa.gov](mailto:Krista.Y.Jensen@nasa.gov), to register for the conference no later than TBD. Provide a list of planned attendees and be sure to indicate that they are U.S. citizens. Prospective Quoters are requested to submit any written questions to [Krista.Y.Jensen@nasa.gov](mailto:Krista.Y.Jensen@nasa.gov) no later than close of business TBD.

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

**B. Quote Submission Instructions:**

Quoters shall submit the following with their Quote by the Date and Time indicated on the SF 1449 Cover Page Block 8. Quotes shall be submitted, with all required documentation, electronically via e-mail to the contracting officer at [Krista.Y.Jensen@Nasa.Gov](mailto:Krista.Y.Jensen@Nasa.Gov). Those quotes, including all required documentation, received by the contracting officer after the exact date and time indicated on the SF 1449 cover page, block 8 will not be considered. The following shall be submitted:

**1. Standard Form (SF) 1449:** Including completed Block 17a and signed and dated Blocks 30a-30c with attachments.

- Attachment 1 Statement of Work
- Attachment 2 Fee for Service Plan Template
- Attachment 3 Installation Accountable Government Property
- Attachment 4 Service Contract Act Wage Determination
- Attachment 5 Historical Data- Usage of NASA LaRC Clinic, Fitness Center, and EAP Services -

-Attachment 6 Pricing Instructions and Spreadsheet.

For the purposes of this procurement, a Significant Subcontractor/Teaming Partner is defined as a Subcontractor/Teaming Partner with an annual subcontract/teaming arrangement value over \$300,000, or any Subcontractor/Teaming Partner that will be performing an entire portion, except for prime contractor oversight, of either Sections 1.0, 2.0, or 4.0 of the Statement of Work.

**2. Technical**

- (a) **Staffing Plan:** The Quoter's written approach for staffing the NASA Langley Research Center (LaRC) Occupational Health Clinic, Employee Assistance Program, and the NASA LaRC Fitness Center. The Staffing Plan shall include Labor Category Positions and Descriptions, Qualifications, Licenses/Accreditations, and the Quoter's plan for scheduling of staff and any potential cross-utilization of staff, in order to meet the requirements outlined in Attachment 1 Statement of Work. Subcontractor/Teaming personnel, if any, shall be clearly identified in the Staffing Plan. (Maximum 5 Pages, Times New Roman 12 Point Font, 8.5 x 11" Paper Size)
- (b) **Phase-In Plan:** The Quoter's written Phase-In Plan that demonstrates the Quoter's ability to meet all performance requirements beginning on the first day of the contract. The Phase-In Plan shall include the Quoter's schedule for the 30 day period prior to contract start to enable a smooth transition from the incumbent contractor, in order to maintain efficient operations at NASA LaRC. (Maximum 2 Pages, Times New Roman 12 Point Font, 8.5 x 11" Paper Size)
- (c) **Fee-for-Service Plan:** The Quoter's written Fee for Service Plan that, in accordance with the Statement of Work, addresses the following and that shall be completed using the Attachment 2 Fee for Service Plan Template. (Except for Page 2 Section 2, the Quoter's completed Fee For Service Plan Submission for Page 1 Section 1, and Page 3 Sections 3,4, and 5 shall not exceed the Maximum 1 Page limitations in the template, Times New Roman 12 Point Font, 8.5 x 11" Paper Size).
  - (1) The rates the Quoter will charge for the services outlined in Attachment 1 Statement of Work which are required to be offered on a Fee-for-Service Basis.
  - (2) The additional services and rates the Quoter plans to provide at NASA LaRC
  - (3) A description of how the Quoter will advertise and promote the available services on its Fee for Service Plan to the NASA LaRC Workforce;
  - (4) The benefit the Fee for Service Plan will have to the NASA LaRC Workforce and how the Fee for Service Plan supports the NASA LaRC Occupational Health and Wellness Program and;
  - (5) The percentage of the monthly Fee for Services proceeds that will be applied as a credit to the invoiced amount on contract vouchers submitted to NASA for payment.

The proposed Fee for Service Plan will be incorporated into the resultant contract as Attachment 2.

**3. Past Performance:** The Quoter shall submit a list of up to three of its most relevant contracts performed within the past three years. The Quoter shall also include a list of up to three of its teaming partner's or significant subcontractor's most relevant contracts performed within the past three years (as applicable), along with written consent from subcontractors and teaming partner's to discuss past performance information with the Quoter. If the past performance information of a teaming partner or significant subcontractor is submitted with the Quotation, the Quoter's Technical (Staffing Plan) proposal shall clearly demonstrate how the proposed teaming partner/ significant subcontractor will actually perform that portion of the work that the partner/significant subcontractor is quoted to perform during contract performance.

Past Performance information should describe overall corporate or business entity performance rather than the past performance of individuals. However, for newly formed businesses having little or no experience as the new business entity, the Quoter may submit the past performance of a predecessor business entity or the past performance of the company's principal owners or corporate officers. Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such

information should be considered predictive of the Quoter's performance under a contract resulting from this solicitation. Quoters which are subsidiaries or affiliates of other business entities may submit the past performance of such other business entities for consideration but such past performance shall only be considered to the extent that the proposal clearly demonstrates that the resources of the other companies will affect the Quoter's performance on the proposed contract For each contract identified, the Quoter shall include (Maximum One Page, Times New Roman 12 Point Font per Past Performance Reference, 8.5 X 11" Paper Size):

- a) Description of the work performed and its relevance to the requirements outlined in Attachment 1 Statement of Work.
- b) Contract Number
- c) Contract Agency or Customer Name
- d) Points of Contact including accurate telephone numbers and e-mail addresses
- e) Contract type
- f) Contract Performance
- g) Contract Price (original and any revised pricing)

The information above will be used to contact the listed Points of Contact to obtain information on the extent to which contract objectives were met, including:

- A. Technical Capability to Operate an Occupational Health Clinic, an Employee Assistance Program (EAP); Occupational Health Program Promotion and Consultation, and Fitness Program and Fitness Center;
- B. Timeliness with which services were performed;
- C. Overall patient/client satisfaction with the services performed, and
- D. Management of the contract.

Independent Past Performance Information - NASA may contact other references, aside from those provided by Quoters, and may consider their comments during the quote evaluation process. While NASA may elect to consider data obtained from other sources, Quoters retain the burden of providing relevant references that NASA can readily contact.

**4. Pricing:** Complete Proposed Pricing in Contract Line Item Numbers (CLINs) 000 through 015 (SF 1449 Blocks 21-24, Pages 1-4) and the Attachment 6 Pricing Instructions and Spreadsheet.

**C. 52.212-2 Evaluation—Commercial Items (Jan 1999)**

(a) The Government will issue a purchase order resulting from this request from quotations to the responsible Quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Technical and past performance, when combined, are significantly more important than price. The following factors shall be used to evaluate quotes:

(i) **Technical:** The Government will evaluate the Quoter's proposed Staffing Plan, Phase-In Plan, and Fee-for-Service Plan as described in the Addendum to FAR 52.212-1 B. Quote Submission Instructions, to assess the Quoter's ability to successfully perform the Statement of Work requirements. The Technical Factor shall be evaluated for each Quoter using the following Adjectival Ratings:

<u>ADJECTIVAL RATING</u>	<u>DEFINITIONS</u>
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.

Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Quoter's response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

(ii) **Past Performance:** The Quoter's Past Performance will be assessed to determine the Government's confidence in the Quoter's ability to successfully perform the Statement of Work requirements. Past Performance will be evaluated for each Quoter using the following levels of confidence ratings:

Very High Level of Confidence

The Quoter's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the Quoter's performance record, there is a very high level of confidence that the Quoter will successfully perform the required effort.

High Level of Confidence

The Quoter's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Quoter's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the Quoter's performance record, there is a high level of confidence that the Quoter will successfully perform the required effort.

Moderate Level of Confidence

The Quoter's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the Quoter's performance record, there is a moderate level of confidence that the Quoter will successfully perform the required effort.

Low Level of Confidence

The Quoter's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Quoter achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Quoter's performance record, there is a low level of confidence that the Quoter will successfully perform the required effort. Changes to the Quoter's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Quoter's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the Quoter's performance record, there is a very low level of confidence that the Quoter will successfully perform the required effort.

Neutral

In the case of a Quoter without a record of relevant past performance or for whom information on past performance is not available, the Quoter may not be evaluated favorably or unfavorably on past performance

**(iii) Price:** The Government will evaluate the Quoter's proposed Firm-Fixed-Price, including the Other Direct Costs, Not-to-Exceed Amounts, and Options.

(b) *Options.* The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement (all CLINS). The Government may determine that a quote is unacceptable if the CLIN or option prices are unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) Before the quote's specified expiration time, the Government may issue a purchase order based on the quote which will be the basis for a resulting contract unless notice of withdrawal is received before issuance of the purchase order.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1   28					
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DRAFT>NNL15527797Q		6. SOLICITATION ISSUE DATE				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Krista Jensen			b. TELEPHONE NUMBER (No collect calls) 757-864-3346		8. OFFER DUE DATE/LOCAL TIME Questions/Comments due 11/14/14				
9. ISSUED BY NASA/Langley Research Center 5 Langley Blvd., Bldg. 2101 M/S 12 Hampton VA 23681-2199			CODE LARC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 621999 SIZE STANDARD: \$15.0							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING					
15. DELIVER TO NASA/ Langley Research Center Hampton VA 23681-2199			CODE	16. ADMINISTERED BY NASA/Langley Research Center 5 Langley Blvd., Bldg. 2101 M/S 12 Hampton VA 23681-2199		CODE LARC					
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY NASA/ Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg. 11, C Road NSSC- AccountsPayable@nasa.gov Stennis Space Center, MS 39529-6000		CODE NSSC						
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
000	INCO TERMS 2: Destination Phase-In: 30-Day Period Prior to the Period of Performance Start Date in accordance with Statement of Work Section 8.0 (Firm-Fixed-Price)					1	Lot	\$ _____		\$ _____	
001	Base Period: NASA LaRC Occupational Health Program Support Services in accordance with the Statement of Work Sections 1.0 through 5.0. Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					1	Lot	\$ _____		\$ _____	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Firm-Fixed- Price)				
002	Base Period: Other Direct Costs (Not-To-Exceed) per COR Approval in accordance with Statement of Work Section 6.0.	1	Lot	\$51,000.00	\$51,000.00 NTE
003	Base Period: Optional Fitness Center Hours Monday-Friday up to Four (4) Additional Hours per Day. (Firm-Fixed-Price per Hour) (Option Line Item)	1040	HR	\$ _____	\$ _____
004	Option Period 1: NASA LaRC Occupational Health Program Support Services in accordance with the Statement of Work Sections 1.0 through 5.0. (Firm-Fixed- Price) (Option Line Item)	1	Lot	\$ _____	\$ _____
005	Option Period 1: Other Direct Costs (Not-To-Exceed) per COR Approval in accordance with Statement of Work Section 6.0. (Option Line Item)	1	Lot	\$51,000.00	\$51,000 NTE
006	Option Period 1: Optional Fitness Center Hours Monday-Friday up to Four (4) Additional Hours per Continued ...	1040	HR	\$ _____	\$ _____

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 >NNL15527797Q

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Day. (Firm-Fixed-Price per Hour) (Option Line Item)				
007	Option Period 2: NASA LaRC Occupational Health Program Support Services in accordance with the Statement of Work Sections 1.0 through 5.0. (Firm-Fixed- Price) (Option Line Item)	1	Lot	\$ _____	\$ _____
008	Option Period 2: Other Direct Costs (Not-To-Exceed) per COR Approval in accordance with Statement of Work Section 6.0. (Option Line Item)	1	Lot	\$51,000.00	\$51,000.00 NTE
009	Option Period 2: Optional Fitness Center Hours Monday-Friday up to Four (4) Additional Hours per Day. (Firm-Fixed-Price per Hour) (Option Line Item)	1040	HR	\$ _____	\$ _____
010	Option Period 3: NASA LaRC Occupational Health Program Support Services in accordance with the Statement of Work Sections 1.0 through 5.0. (Firm-Fixed- Price) (Option Line Item)	1	Lot	\$ _____	\$ _____
011	Option Period 3: Other Direct Costs (Not-To-Exceed) per COR Approval in accordance with Statement of Work Section 6.0. (Option Line Item)	1	Lot	\$51,000.00	\$51,000.00 NTE
012	Option Period 3: Optional Fitness Center Hours Monday-Friday up to Four (4) Additional Hours per Day. (Firm-Fixed-Price per Hour) (Option Line Item)	1040	HR	\$ _____	\$ _____
013	Option Period 4: NASA LaRC Occupational Health Program Support Services in accordance with the Statement of Work Sections 1.0 through 5.0. (Firm-Fixed- Price) (Option Line Item)	1	Lot	\$ _____	\$ _____

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**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
014	Option Period 4: Other Direct Costs (Not-To-Exceed) per COR Approval in accordance with Statement of Work Section 6.0. (Option Line Item)	1	Lot	\$51,000.00	\$51,000.00 NTE
015	Option Period 4: Optional Fitness Center Hours Monday-Friday up to Four (4) Additional Hours per Day. (Firm-Fixed-Price per Hour) (Option Line Item)	1040	HR	\$	\$

## CONTINUATION OF SF 1449

**TOTAL CONTRACT VALUE**

CLIN	VALUE	CLIN Type
<b>PHASE-IN</b> Statement of Work (SOW) Section 8.0	\$ TBD	Firm-Fixed-Price
<b>BASE PERIOD</b> April 1, 2015 through March 31, 2016		
<b>CLIN 001</b>		
SOW Sections 1.0, 3.0, and 5.0	\$ TBD	Firm-Fixed-Price
SOW Section 2.0	\$ TBD	Firm-Fixed-Price
SOW Section 4.0	\$ TBD	Firm-Fixed-Price
<i>Total CLIN 001</i>	<i>\$ TBD</i>	<i>Firm-Fixed-Price</i>
CLIN 002: SOW Section 6.0	\$51,000.00	Not-To-Exceed
CLIN 003: SOW Section 4.1	\$ TBD	FFP Unit Price X 1040 Hours (Optional CLIN)
<b>TOTAL BASE PERIOD VALUE</b>	<b>\$ TBD</b>	
<b>OPTION PERIOD 1</b> April 1, 2016 through March 31, 2017		
<b>CLIN 004</b>		
SOW Sections 1.0, 3.0, and 5.0	\$ TBD	Firm-Fixed-Price
SOW Section 2.0	\$ TBD	Firm-Fixed-Price
SOW Section 4.0	\$ \$ TBD	Firm-Fixed-Price
<i>Total CLIN 004</i>	<i>\$ TBD</i>	<i>Firm-Fixed-Price</i>
CLIN 005: SOW Section 6.0	\$51,000.00	Not-To-Exceed
CLIN 006: SOW Section 4.1	\$ TBD	FFP Unit Price X 1040 Hours (Optional CLIN)
<b>TOTAL OPTION PERIOD 1 VALUE</b>	<b>\$ TBD</b>	
<b>OPTION PERIOD 2</b> April 1, 2017 through March 31, 2018		
<b>CLIN 007</b>		
SOW Sections 1.0, 3.0, and 5.0	\$ TBD	Firm-Fixed-Price
SOW Section 2.0	\$ TBD	Firm-Fixed-Price
SOW Section 4.0	\$ \$ TBD	Firm-Fixed-Price
<i>Total CLIN 007</i>	<i>\$ TBD</i>	<i>Firm-Fixed-Price</i>
CLIN 008: SOW Section 6.0	\$51,000.00	Not-To-Exceed
CLIN 009: SOW Section 4.1	\$ TBD	FFP Unit Price X 1040 Hours (Optional CLIN)
<b>TOTAL OPTION PERIOD 2 VALUE</b>	<b>\$ TBD</b>	
<b>OPTION PERIOD 3</b> April 1, 2018 through March 31, 2019		
<b>CLIN 010</b>		
SOW Sections 1.0, 3.0, and 5.0	\$ TBD	Firm-Fixed-Price
SOW Section 2.0	\$ TBD	Firm-Fixed-Price
SOW Section 4.0	\$ \$ TBD	Firm-Fixed-Price
<i>Total CLIN 010</i>	<i>\$ TBD</i>	<i>Firm-Fixed-Price</i>
CLIN 011: SOW Section 6.0	\$51,000.00	Not-To-Exceed
CLIN 012: SOW Section 4.1	\$ TBD	FFP Unit Price X 1040 Hours (Optional CLIN)
<b>TOTAL OPTION PERIOD 3 VALUE</b>	<b>\$ TBD</b>	

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<b>OPTION PERIOD 4</b>		
<b>April 1, 2019 through March 31, 2020</b>		
<b>CLIN 013</b>		
SOW Sections 1.0, 3.0, and 5.0	\$ TBD	Firm-Fixed-Price
SOW Section 2.0	\$ TBD	Firm-Fixed-Price
SOW Section 4.0	\$ TBD	Firm-Fixed-Price
<b>Total CLIN 013</b>	<b>\$ TBD</b>	<b>Firm-Fixed-Price</b>
<b>CLIN 014: SOW Section 6.0</b>	<b>\$51,000.00</b>	<b>Not-To-Exceed</b>
<b>CLIN 015: SOW Section 4.1</b>	<b>\$ TBD</b>	<b>FFP Unit Price X 1040 Hours (Optional CLIN)</b>
<b>TOTAL OPTION PERIOD 4 VALUE</b>	<b>\$TBD</b>	
<b>TOTAL CONTRACT VALUE</b>	<b>\$TBD</b>	

**A. 52.212-4 Contract Terms and Conditions - Commercial Items. (MAY 2014)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from

the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at 52.212-5; (4) Addenda to this solicitation or contract, including any license agreements for computer software; (5) Solicitation provisions if this is a solicitation; (6) Other paragraphs of this clause; (7) The Standard Form 1449; (8) Other documents, exhibits, and attachments; and (9) The specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

## **B. ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS**

**Place of Performance:** The Contractor shall perform on-site at the NASA Langley Research Center Hampton, VA 23681.

**52.203-6 Restrictions on Subcontractor Sales to the Government (Sept 2006) Alternate I (OCT 1995)**

**52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)**

**52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)**

**52.204-14 Service Contract Reporting Requirements (Jan 2014)**

**52.219-28 Post-Award Small Business Program Representation. (JUL 2013)**

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**

**52.223-1 Biobased Product Certification (May 2012)**

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)**

**52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-10 Waste Reduction Program. (MAY 2011)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.**

(MAY 2008)

**52.224-1 Privacy Act Notification (Apr 1984)**

**52.224-2 Privacy Act (Apr 1984)**

**52.228-5 Insurance—Work on a Government Installation (Jan 1997)**

**52.232-18 Availability of Funds (Apr 1984)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**

**52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)**

**52.236-13 Accident Prevention (Nov 1991) Alternate I (NOV 1991)**

**52.237-3 Continuity of Services (Jan 1991)**

**52.239-1 Privacy or Security Safeguards (Aug 1996)**

**52.242-13 Bankruptcy (July 1995)**

**52.242-15 Stop-Work Order (AUG 1989)**

**1852.219-76 NASA 8 Percent Goal. (JUL 1997)**

**1852.223-75 Major Breach of Safety or Security (FEB 2002) Alternate I (FEB 2006)**

**1852.225-70 Export Licenses (FEB 2000)**

**1852.228-75 Minimum Insurance Coverage (OCT 1988)**

**1852.237-70 Emergency Evacuation Procedures (DECEMBER 1988)**

**1852.237-73 Release of Sensitive Information (JUN 2005)**

**52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)**

The Government may require the delivery of the numbered line item (CLINs 003, 006, 009, 012, 015), identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days prior to the commencement of the Optional Fitness Center Hours. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**52.217-8 Option to Extend Services. (NOV 1999)**

The Government may require continued performance of any services up to six (6) months within the limits and at the rates specified in the contract under Option Period 4 CLINs 013, 014, and 015. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

**52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least forty-five (45) 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) Months.

**52.219-12 Special 8(a) Subcontract Conditions. (FEB 1990)** \*Note: See Far 52.212-1 Instructions to Offerors- Commercial Items Joint Venture Instructions

(a) The Small Business Administration (SBA) has entered into Contract No [insert number of contract] with the [insert name of contracting agency] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The [insert name of subcontractor], 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. [insert number of contract] 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 NASA Langley Research Center Office of Procurement 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 NASA Langley Research Center Office of Procurement.

(4) That it will notify the NASA LaRC 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 NASA Langley Research Center Office of Procurement.

**52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] 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.

#### **52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

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

*This Statement is for Information Only:  
It is not a Wage Determination*

Nurse Practitioner (Registered Nurse IV): \$82,642  
 Staff Nurse (LPN III): \$57,982  
 Lab X-Ray Technician (Medical Laboratory Tech): \$39,179  
 Medical Assistant: \$31,628  
 Administrative/ Clerical Secretary (Secretary I): \$31,628  
 Receptionist/Medical Records: \$25,181

#### **FRINGE BENEFITS**

Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.

Sick Leave - Receives 13 days paid leave per year.

Holidays - Receives 10 paid holidays per year.

Health Insurance - Government pays up to 72% of health insurance.

Group Life Insurance - Government pays one-third of the cost of the basic life insurance premium.

Retirement - The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.2% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the

Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

**1852.204-76 Security Requirements for Unclassified Information Technology Resources (JANUARY 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at:

<http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

**1852.215-84 Ombudsman. (NOV 2011)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at: [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

**1852.242-70 Technical Direction (SEPT 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Statement of Work of this contract.

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

- (1) Constitutes an assignment of additional work outside the statement of work;
  - (2) Constitutes a change as defined in the changes clause;
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COR.

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

- (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

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

**1852.242-72 Observance of Legal Holidays (AUGUST 1992) ALTERNATE II (OCTOBER 2000)**

(a) The on-site Government personnel observe the following holidays:

New Year's Day  
Labor Day  
Martin Luther King, Jr.'s Birthday  
Columbus Day  
President's Day  
Veterans Day  
Memorial Day  
Thanksgiving Day  
Independence Day  
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The salaries and wages to the Contractor for the period of any such excused absence shall be reimbursable under this contract for employees in accordance with the Contractor's established accounting policy.

**1852.245-71 Installation-Accountable Government Property (JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;  
NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;  
NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management

Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
  - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
  - (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (c) The following property and services are provided if checked:
- (1)  Office space, work area space, and utilities. Government telephones are available for official purposes only.
  - (2)  Office furniture.
  - (3)  Property listed in Attachment 3 "Installation-Accountable Government Property"
    - (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
    - (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
  - (4) Supplies from stores stock.
  - (5) Publications and blank forms stocked by the installation.
  - (6)  Safety and fire protection for Contractor personnel and facilities.
  - (7)  Installation service facilities: NASA LaRC Occupational Health Clinic and NASA LaRC Fitness Center.
  - (8)  Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
  - (9)  Cafeteria privileges for Contractor employees during normal operating hours.
  - (10)  Building maintenance for facilities occupied by Contractor personnel.
  - (11)  Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.
  - (12)  NASA-provided media resources, including printing services and materials for posters and pamphlets, and the NASA LaRC Center website and electronic newsletter.
  - (13)  NASA Electronic Health Records System and NASA Electronic Fitness Membership System.

#### 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

(a) Of the total price of items through CLINs 1,2, and 3, the sum of \$TBD 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 in accordance with the following schedule, until the total price of said items is allotted:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date <u>TBD</u>	Amounts <u>TBD</u>

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause 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 that point. The Government is not obligated in any event to pay or reimburse the Contractor more than 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 TBD.

(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 estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, 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 paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, 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) of this clause 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 timely 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 Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. 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.

1) Applicable Definitions:

Foreign National: Any person who is not a U.S. citizen and who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a) (20) or any person who is not a protected individual as defined by 8 U.S.C. 1324b(a) (3). This also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Lawful Permanent Resident (LPR): A non-U.S. citizen legally permitted to reside and work within the U.S. and issued a Resident Alien Identification (also known as a Green Card). LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled commodities, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term "Permanent Resident Alien" (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

2) Requirements for Center Access for Foreign Nationals who are not LPRs:

Access to the NASA Langley Research Center by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4, "Identity and Credential Management" and Interim Policy Regarding Foreign National Access Management, dated April 2, 2014. Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Foreign nationals who are not LPRs must be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved in writing by the International Visitors Coordinator (IVC).

3) Requirements for Center Access for LPRs:

- a) Visit requests should be submitted directly to the Badge and Pass Office (BPO) using an LF-103. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs are generally expected to be sponsored by the employing contractor.
- b) LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
- c) LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.
- d) Contractor management is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.
- e) No Security Transfer Technology Control Plan (STTCP) is required for LPRs.
- f) LPRs on a work related, "need-to-know" basis are allowed access to export controlled commodities. It is incumbent on the Branch Head or Program Manager to appropriately determine who should have access to export controlled information. The Security Services Branch and the Center Export Administrator are available for guidance.
- g) LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
- h) LPRs and non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times.

- 4) Violation of security policies by contractor personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor. Additionally, violations may be criminal in nature and are subject to criminal prosecution.

**LaRC 52.204-92 Requirements for Access to NASA Langley Research Center (AUG 2014)**

- (a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13, requirements can be found at: <http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at [LaRC-RealId@mail.nasa.gov](mailto:LaRC-RealId@mail.nasa.gov)
- (b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center. A list of non-compliant forms of state identification can be found in the PDF document titled "REAL ID Enforcement in Brief" located at: <http://www.dhs.gov/publication/real-id-enforcement-brief>
- (c) The following alternate forms of identification are accepted for NASA LaRC access:
- (1) Federal employee badges,
  - (2) Passports,
  - (3) Military identification cards,
  - (4) Enhanced Driver's Licenses,
  - (5) U.S. Coast Guard Merchant Mariner Card,
  - (6) Native American tribal document,
  - (7) School identification accompanied by an item from List C (Documents that Establish Employment Authorization) from the "List of the Acceptable Documents" on Form I-9, which can be found at: <http://www.uscis.gov/i-9-central/complete-correct-form-i-9>.
- (d) Visitors without acceptable identity documents require an escort at all times while on the NASA Langley Research Center.

**LaRC 52.211-99 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (FEBRUARY 2012)**

- (a) Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.
- (b) Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.
- (c) Identification of Contractor Personnel - All Contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all Contractor work spaces located on NASA LaRC shall be clearly identified.
- (d) Marking of Reports - The Contractor shall mark all documents or reports produced under this contract with the Contractor name, contract number, and task order number if applicable.

**LaRC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (JANUARY 2013)**

- a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.
- b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA Office of Security Services. Immediately upon employee termination or contract completion, the Contractor shall return NASA identification badges and facility keys to the NASA LaRC Badge and Pass Office. All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

**LaRC 52.223-92 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES (JAN 2013)**

The Langley Research Center (LaRC) Safety Awareness Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Awareness Event, the Contractor shall require all onsite and nearsite employees to participate in Safety Awareness activities at LaRC.

**LaRC 52.223-93 REPORTING OF INVOLUNTARY SEPARATIONS AND INCIDENTS INVOLVING WORKPLACE VIOLENCE (NOV 2013)**

- a) The Contractor and its employees shall comply with LAPD 1600.5, Workplace Violence and Threatening Behavior. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence as defined in LAPD 1600.5.
- b) In accordance with LAPD 1600.5, if the LaRC Workplace Violence and Prevention Program(WVPP)Threat Assessment Team determines it is appropriate for the Contractor to participate in a WVPP Threat Assessment Team meeting, the Contractor shall comply with the request. The Contractor shall report the disposition of any incidents to the LaRC WVPP Threat Assessment Team.
- c) In addition to the conditions set forth in paragraphs (a) and (b) above, the Contractor shall consider any personnel action resulting in the involuntary separation of a contractor employee as a "potential violent situation" and follow the reporting procedures in LAPD 1600.5.
- d) These requirements shall flow down to the subcontractors however, the subcontractors shall report up through the prime Contractor.

**LaRC 52.223-94 LARC ENVIRONMENTAL MANAGEMENT (MARCH 2012)**

- a) Located in the ecologically sensitive Chesapeake Bay watershed, Langley Research Center (LaRC) is committed to fulfilling its mission in a manner that promotes environmental stewardship, sustainability, and continual improvement, while mitigating environmentally driven mission risks. LaRC expects its contractors to support LaRC in fulfilling this commitment.
- b) The Contractor shall ensure that all onsite activities performed and equipment used to fulfill the requirements of the contract are in compliance with all local, state, and federal environmental laws and regulations; environmental Executive Orders; NASA Policy Directives (NPDs) and Procedural Requirements (NPRs), and LaRC environmental directives (LAPDs) and procedures (LPRs). The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:
  - NPD 8500.1, NASA Environmental Management
  - NPR 8553.1, NASA Environmental Management System

- NPR 8570.1, Energy Efficiency and Water Conservation
  - NPR 8530.1, Affirmative Procurement Program and Plan for Environmentally Preferable Products
  - LAPD 8500.1, LaRC Environmental and Energy Management
  - LPR 8500.1, Environmental and Energy Program Manual
- c) Contractor support of LaRC's Environmental Management System (EMS) pursuant to NPR 8553.1 and LPR 8500.1 includes conducting operations pursuant to these requirements, responding to information requests, and attendance at team meetings (up to 2 one-hour meetings a year)
- d) The Government remains the owner and operator of record for all environmental activities conducted on LaRC owned properties. LaRC's Environmental Management Branch (EMB) is the single point of contact with federal, state, or local regulatory agencies and their representatives unless otherwise directed by the Contracting Officer. All on-site Contractor activities and personnel are subject to environmental compliance reviews, investigations, inspections, or similar inquiries which may be conducted by federal, state, or local regulatory agencies or the LaRC EMB. The Contractor shall immediately notify the LaRC EMB when contacted by external regulatory agency representatives and shall cooperate fully with the LaRC EMB in responding to regulatory agency representatives. The Contractor shall complete, maintain, and make available to the Contracting Officer and LaRC EMB, all documentation relating to environmental compliance required by law or regulation. As directed by the Contracting Officer, the Contractor will make such documentation available to personnel of regulatory agencies. If a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar notice is received by the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative. The Contractor shall fully cooperate with NASA LaRC in correcting any problems giving rise to any such notices and shall fully cooperate with NASA LaRC personnel in their efforts to resolve any violations so that regulatory assessments of civil fines or penalties are minimized or avoided.

**Addendum to FAR 52.212-4(g) Invoices:**

(1) **Fee for Service Plan Invoice Credit:** The Contractor's Fee for Service Plan is included as Attachment 2 to the subject contract. As stated in the Fee for Service Plan, a credit of \_\_\_% of the monthly Fee for Services proceeds shall be applied as a credit to the invoiced amount on contract vouchers submitted to NASA for payment.

(2) **Invoicing Instructions- Other Direct Costs (NTE) CLINs 002, 005, 008, 011, 014:** The Contractor shall invoice actual costs for the supplies/services purchased under these CLINs in accordance with Statement of Work Section 6.0. The Contractor shall include an itemized listing of the invoiced amount(s), and documentation such a commercial price quotes, invoices, and purchase orders to support the invoiced amount, shall accompany the invoice. The Contractor shall not apply any profit to the amounts invoiced under the ODC CLINs; only the cost and associated G&A should be invoiced.

**C. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—  
Commercial Items (Oct 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
Alternate 1 (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated with an [X] as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

[X] (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

[X] (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
  
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
  
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
  
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
  
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
  
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
  
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
  
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
  
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
  
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
  
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  
- (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
  
- (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  
- (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-13.
  
- (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-14.
  
- (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

[X] (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[X] (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[X] (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## OCCUPATIONAL HEALTH PROGRAM SUPPORT

The Contractor shall conduct a comprehensive Occupational Health Program for the NASA Langley Research Center (LaRC). The primary purpose of the Occupational Health Program is: (1.0) Operation of the LaRC Occupational Health Clinic; (2.0) Provision of an Employee Assistance Program (EAP); (3.0) Center Occupational Health and Wellness Program Promotion and Consultation Support and; (4.0) Operation of the NASA LaRC Physical Fitness Program and Fitness Center.

**1.0 Operation of the NASA Langley Research Center Occupational Health Clinic:** The emphasis of the NASA LaRC Occupational Health Clinic is on health promotion, illness prevention, and prompt treatment or referral of occupational and non-occupational illnesses and injuries. The Contractor shall provide all supplies and services required to operate the NASA LaRC Occupational Health Clinic during the Standard Operating Hours of 7:00 a.m. to 3:30 p.m. Monday through Friday, and provide emergency diagnosis and treatment, as outlined below.

**1.1 Medical Staffing:** The Contractor shall provide the services of medical professionals and administrative staff to operate the Clinic and Occupational Health Programs. This shall include, but is not limited to: physician, nurse-practitioner(s), staff nurse(s), x-ray technician(s), and the supporting administrative and/or clerical personnel necessary to operate the Clinic as required by this Statement of Work (SOW). The Contractor may obtain the services of consultant physicians and other health care professionals/specialists when specialized expertise is needed to supplement the Contractor's primary staff provided under this SOW.

**1.1.1 Licenses and Accreditations:** The Contractor staff and any other consultant health care Professionals/ Specialists shall be fully licensed/ accredited by the State of Virginia, meet the requirements of NPR 1850.1, and maintain in good standing the professional accreditation and credentials appropriate to their fields of medicine while performing the services under this Statement of Work. The Contractor shall ensure laboratory services are provided by certified American Society of Pathologists (ASCP) or equivalent organization.

**1.1.2. Physician and Nurse Practitioner:** The Contractor shall ensure that a Nurse Practitioner or Physician is available at the LaRC Occupational Health Clinic during the Standard Operating Hours. The Contractor shall accommodate the patient's gender preference for the Nurse Practitioner or Physician performing the physical examination. A Physician is not required to be on-site at the LaRC Clinic during the Standard Operating Hours. However, a Physician shall be available for oversight to the Nurse Practitioners as required by law. The Contractor shall assign a Nurse Practitioner or Physician certified in Occupational Medicine to serve as the Center Medical Officer

(CMO).

## 1.2 Medical Services to be Performed:

1.2.1 Injury and Illness: The Contractor shall provide no-cost **initial** diagnosis and treatment for work-related and non-work related injury and illness to LaRC Civil Service personnel, NASA LaRC Exchange personnel, on-site contractor personnel, and all other individuals at LaRC. The Contractor shall provide medical services in accordance with LMS-CP-4760 for all work-related injury or illness. The Contractor shall follow the guidance under SOW Section 1.3 or refer the patient to an outside physician if performing medical services beyond the initial diagnosis for non-work related injury or illness.

1.2.2 Health Maintenance Examinations: The Contractor shall offer no-cost Complete Health Maintenance Examinations to all LaRC Civil Service employees and LaRC Exchange personnel at three-year intervals during their birth month. The Contractor shall also offer no-cost Partial Health Maintenance Examinations to all LaRC Civil Service employees and LaRC Exchange Personnel each year in between the three-year Complete Physical Examination interval. The Contractor shall contact the employees and schedule appointments for Health Maintenance Examinations to allow for a two-week advanced notification. The Health Maintenance Examinations shall be conducted by properly qualified medical staff and the following services shall be offered:

- 1) Head-to-Toe Assessment by a Physician or Nurse Practitioner (**Complete Health Maintenance Examination Only**)
- 2) Height, weight, heart rate, body mass index, and blood pressure check
- 3) Comprehensive Metabolic Panel (12) in addition to 6 added chemistries (Phosphorous, GGT, Iron, Uric Acid, LDH, SGPT), Fasting lipoprotein profile, hematology, Urinalysis, and CBC with differential/platelets
- 4) Pelvic examination (including Papanicolau's stain) and breast examination (for women) and PSA chemistry (for men age 45 and older)
- 5) EKG test (baseline test offered at first physical regardless of age; tests offered as part of physical at age 40 and age 45; every other year from age 46 to age 50; and annually after age 50).
- 6) The Contractor shall provide a written report and discussion of the examination results summarizing the state of the employee's health with each employee examined. This report shall note any conditions which warrant further attention by the employee's personal physician. The Contractor shall provide a copy of this report to the patient in person, or mail a copy of this report per the employee's written request that discussion is not desired.

1.2.3 Occupation-Related Examinations: The Contractor shall provide no-cost occupation-related examinations for NASA LaRC Civil Servants and LaRC Exchange Personnel including, but not limited to: pre-placement; surveillance; job certification; special purpose; job

separation or retirement; Federal Aviation Administration (FAA) Class I, II, and III Flight Physical Examinations and; other examinations as medically necessary that meet the requirements of the NASA Occupational Health Program Procedures NPR 1800.1. The Contractor shall coordinate with the Safety/Industrial Hygiene Officer when a patient examination reveals exposure to recognized health hazards, or when information on new health hazards is identified by Organizations such as National Institute for Occupational Safety and Health (NIOSH). The Contractor shall utilize the NIOSH criteria documents as the guideline for medical surveillance of exposed personnel in the absence of a NASA standard.

**1.2.4 International Travel:** The Contractor shall provide NASA LaRC Civil Servant Employees engaged in international travel for NASA with no-cost pre-travel physical assessment, counseling, required immunizations, travel kits, and post-travel counseling as required by NPR 1800.1.

**1.2.5 Administration of Medications and Treatments:** The Contractor shall administer immunizations, treatments, and medications to LaRC Civil Service Employees and LaRC Exchange Personnel, at no cost. Personal medications and treatments must be prescribed by a private physician.

**1.2.6 Workers' Compensation Requirements:** The Contractor shall serve as the medical point of contact for LaRC Civil Servant and LaRC Exchange Personnel Workers' Compensation Cases. The Contractor shall coordinate with the NASA Compensation Claims Officer (CCO) on Workers' Compensation Cases and provide the employee with the information required to initiate a notice of work-related injury/illness. The Contractor shall assist the CCO with periodic reviews of long-term cases and advise management of the probability/potential for injured workers to return to work in a full or partial/limited duty. The Contractor shall complete return to work examinations and provide a written medical opinion in accordance with NPR 1800.1.

**1.3 Medicines and Medical Supplies:** The Contractor shall provide all medications and medical supplies necessary to operate the Occupational Health Clinic and Fitness Center and keep two month's supply in stock at all times for items including, but not limited to: syringes, bandages and adhesives, collection containers, test strips, and isopropyl alcohol. The Contractor shall also provide immunizations and inoculations including, but not limited to Hepatitis A and B, Tetanus, and TDAP, and maintain a stock considering the season, availability, and expiration timeframe for each immunization. The Contractor shall also provide the supplies required to operate the LaRC Occupational Health Clinic Diagnostic Equipment listed in Attachment 3 "Installation-Accountable Government Property".

**1.4 Medical Records:** The Contractor shall maintain an accurate and complete file of medical records, including, but not limited to, data for all physical examinations, diagnostic data, Department of Labor's occupational illness and injury forms, medical documentation provided by all patients and/or their private physicians, and laboratory results. The

Government will hold title to all medical records. The Contractor shall not release medical records without written consent from the patient. The Contractor shall transfer and store all records as required by NPR 1800.1 using the designated NASA EHRS (Electronic Health Records System).

**1.5 LaRC Installation-Accountable Clinic Equipment and Facility Maintenance:** The Contractor shall ensure routine maintenance and upkeep of the medically related equipment included in Attachment 3 "Installation-Accountable Government Property". The Contractor shall ensure that routine maintenance of the LaRC Occupational Health Clinic equipment is performed by qualified technicians, as required by the Original Equipment Manufacturer recommendations. The Contractor shall also ensure annual inspection of the x-ray equipment by qualified Private Inspectors as required by NASA and the FDA (Food and Drug Administration). The Contractor shall also complete monthly inspection of the estimated 70 Automated External Defibrillators (AEDs) located throughout the NASA Langley Research Center. The Contractor shall notify the Contracting Officer's Representative (COR) if any of the equipment requires repair or replacement beyond standard maintenance and upkeep. The Contractor shall also continually assess the condition of the LaRC Occupational Health Clinic Facility, and notify the COR of any required or recommended changes that would contribute to the effectiveness of the Clinic.

**1.6 Medical Waste Management:** The Contractor shall ensure proper handling, storage, and labeling of all medical/bio-hazard waste for the LaRC Occupational Health Clinic, in accordance with OSHA policies and the Virginia Regulated Medical Waste Management Regulation Title 9 of the Virginia Administrative Code Chapter 20 (9VAC20). The Contractor shall appropriately handle the following types of bio-hazardous waste generated and/or handled within the LaRC Occupational Health Clinic including but not limited to: cultures and stocks of infectious agents and associated biological waste such as laboratory waste, biological production wastes, vaccines, and related devices; liquid human waste, including blood and blood products and body fluids; pathological waste including human organs, tissues, body parts other than teeth, and fluids removed by trauma or during emergency treatment or other medical procedures and; sharps including needles, syringes, scalpels, intravenous tubing with needles attached, and any item that is sharp enough to penetrate the skin and is contaminated with potentially infectious material.

**1.7 Emergency Services:** While the primary responder is the Fire Department Emergency Medical Service (EMS), the Contractor shall occasionally provide supplemental emergency medical services and EAP services as requested by the COR or EMS during and outside of normal working hours.

**2.0 Employee Assistance Program (EAP):** The Contractor shall provide and manage the Employee Assistance Program (EAP) in accordance with NPR 1800.1. The Contractor shall make EAP services available to all LaRC Civil Service employees and LaRC Exchange Personnel at no-cost. The Contractor shall make EAP services available to employee spouses and other family members living in the employee's household, and to all other legal dependents.

covered by the employee's health benefit plan. All persons providing EAP services shall be fully licensed by the State of Virginia to provide counseling and rehabilitative services.

2.1 Basic EAP functions shall include problem identification; assessment and short term counseling; referral to appropriate community or professional resources for long term treatment and rehabilitation; and follow-up services for effective readjustment after treatment. Assistance provided shall include, but is not limited to, mental health; personal or social adjustment; alcohol abuse; and drug abuse. The Contractor shall provide counseling as a result of management or self-referrals. The Contractor shall maintain the program with a goal of restoring the employee to an acceptable work performance level and assisting employees working through personal crisis.

2.2 The Contractor shall provide EAP Counseling Services on-site at NASA LaRC one day per work week during the NASA LaRC Occupational Health Clinic Standard Operating Hours of 7:00 a.m. to 3:30 p.m. The Contractor shall also provide an off-site location for employee consultations with daily working hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, and access to counseling services 24 hours per day, seven days per week. The Contractor shall make EAP services available to the employee through self-initiated referral, manager-referral, and mandatory referral.

2.3 The Contractor shall coordinate with appropriate community resources, such as hospitals and detoxification and care facilities, as required by each individual case.

2.4 Counseling for self-initiated referral cases shall not exceed 5 visits per problem, per employee or family member. The Contractor shall provide visits in excess of the maximum number in unusual self-initiated referral cases, when approved by the COR. The Contractor shall also coordinate with the COR for approval on the number of visits for manager-referral and mandatory-referral cases.

2.5 The Contractor shall participate on LaRC committees and in meetings at the request of the COR to clarify and promote the objectives of the EAP. Such committees and meetings typically occur once to twice per month for up to two hours per meeting.

2.6 The Contractor shall provide training and information seminars to management or employee groups on subjects related to the NASA EAP Program on a monthly, quarterly, and annual basis.

### **3.0 NASA LaRC Center Occupational Health and Wellness Program Promotion and Consultation Support:**

3.1 Program Coordination and Communication: The Contractor shall assess, plan, implement, and evaluate monthly, quarterly, and annual medical and health promotion programs based on the NASA Agency Occupational Health Program, NASA LaRC Center Needs, National

Emphasis Programs, and coordination with prominent Health-Related Programs and Organizations. The Contractor shall promote and educate the Center Workforce on topics such as Physical and Mental Health, Fitness, regular physical exercise and screenings for early detection of disease, through a variety of venues including but not limited to Center-Wide Health and Fitness Campaigns, pamphlets, newsletters, health screenings, lectures, and participation in the NASA LaRC Contractor Steering Council. NASA shall provide media resources, including printing services and materials for posters and pamphlets, and NASA will make the LaRC Center website and electronic newsletter available for the Contractor's use. The Contractor shall develop a method to obtain Customer Feedback on the LaRC Occupational Health Clinic, EAP Program, and Fitness Center, and provide this feedback data to the COR every six (6) months.

3.2 The Contractor shall appoint appropriate Medical Staff to serve on standing and special LARC committees including, but not limited to, the Institutional Review Board and the AED Automated External Defibrillator Control Committee, the Quarterly Executive Safety Council, and the Safety Mission Assurance Office (SMAO) Monthly Business Review. Other than the SMAO Monthly Business Review, such LaRC committees typically meet on a quarterly basis, with most meetings having a duration of up to two hours.

3.3 The Contractor shall review, assist in the development of, and update various LaRC and NASA policies and procedures relating to occupational medicine, upon written request of the COR. These include NASA policy documents, LaRC instructions and procedures, and related brochures and pamphlets.

**4.0 NASA Langley Research Center Physical Fitness Program and Fitness Center:** The Contractor shall develop and administer a comprehensive fitness assessment and maintenance program for optimal employee health and to encourage healthful work habits, as prescribed in Langley Policy Directive (LAPD) 1800.2. The Contractor shall provide and operate this program to contribute to the productivity of the Center by promoting programs geared to the preservation of general health and well-being of the LaRC workforce.

**4.1 Fitness Center:** The Contractor shall operate and staff the Fitness Center between 10:00 a.m. to 6:30 p.m. Monday through Friday (Federal holidays excluded) and for any additional hours from as exercised through Optional CLIN(s) to the Contract. The Fitness Center operating hours may be revised as directed by the COR. The Contractor shall designate a Fitness Center Director. The Fitness Center Director is required to be available at the LaRC Fitness Center for a minimum 40 hours each week during the Standard Operating Hours. The Fitness Center Director and all Contractor personnel responsible for the daily operation of the LaRC Fitness Center shall meet the education, training, certification, accreditation, and qualification requirements as outlined in NPR 1800.1.

**4.1.1 Fitness Center Membership:** The Contractor shall maintain LaRC Fitness Center membership records and cards utilizing the NASA-Provided Electronic System. The Contractor

shall grant fitness center membership to NASA Langley Civil Service Employees, LaRC Exchange Employees, and Military Personnel assigned to LaRC, and LaRC Contractor Personnel. Membership cost and payment shall be coordinated with the COR. The Contractor shall only permit current Fitness Center members to utilize the Fitness Center, and shall require Fitness Center members to present a current membership card upon entry. The contractor shall require new Fitness Center Members to complete an application. The Contractor shall require written evidence of medical clearance to participate in a physical exercise program, either from the LaRC Occupational Health Clinic and/or from a private physician that specifies limitations, in accordance with NPR 1800.1, if an individual applicant has an increased health risk factor present. The Contractor shall require members to update their medical clearances every three years.

**4.1.2 Fitness Services:** The Contractor shall provide fitness services to NASA Langley Fitness Center Members. Fitness services shall be compatible with the standards promulgated by the American College of Sports Medicine. The Contractor shall staff the fitness facility with trained and certified professionals and shall monitor the facility during the required hours of operation to ensure that exercise is performed safely. These services include, but are not limited to: member orientation on the proper use of all exercise equipment; fitness screenings to monitor members' progress toward fitness goals; weight training; group fitness classes and; personal training services. The Contractor shall offer a minimum of three (3) fitness classes per week with a duration up to one hour, and may offer additional fitness classes on a Fee-for-Service basis.

**4.1.3 Installation-Accountable Fitness Center Equipment and Facility Maintenance:** The Contractor shall ensure routine maintenance and upkeep of the Fitness Center exercise equipment included in Attachment 3 "Installation-Accountable Government Property" Government Furnished Equipment" in accordance with the Original Equipment Manufacturer recommendations. The Contractor shall perform minor maintenance of the Fitness Center exercise equipment, which includes but is not limited to, lubrication, tightening loose bolts and screws, and repairing upholstery tears with patches. The Contractor shall maintain the general cleanliness of the Fitness Center and the equipment, and shall sanitize the Fitness equipment throughout the day. The Contractor shall notify the COR if any of the equipment requires repair or replacement beyond minor maintenance and upkeep, and recommend new equipment purchases after researching safety and effectiveness. The Contractor shall also assess the condition of the LaRC Fitness Center, and notify the COR of any required or recommended changes that would contribute to the effectiveness of the Fitness Center.

**5.0 Operating Procedures:** The Contractor shall develop and maintain Standard Operating Procedures for the operation of the LaRC Occupational Health Clinic, Employee Assistance Program, and the LaRC Fitness Center, to include a Waste Management Plan, as approved by the COR. The Contractor shall develop and maintain Emergency Operating Procedures within the LaRC Occupational Health Clinic, Employee Assistance Program, and the LaRC Fitness Center, as approved by the COR.

**6.0 Other Direct Costs:** The Contractor shall provide Optician Services for Occupationally-Required Prescription Safety Glasses; Influenza Vaccination Serums; Rare and Unusual Supplies Above and Beyond the Medicines and Medicals Supplies required in Statement of Work Section 2.4 and; other supplies, services, and items as directed by the COR on an actual as-needed basis. The Optician Services for LaRC Civil Servant and LaRC Exchange Personnel Prescription Safety Glasses shall include minor repairs and fitting using a current prescription from a private physician. The Optician services shall be provided at the LaRC Occupational Health Clinic once every two weeks.

**7.0 Fee-for-Service:** The Contractor shall offer the Medical Services outlined in Section 1.0; the Employee Assistance Program Services outlined in Section 2.0; Personal Training Services and additional fitness classes as outlined in Section 4.0; Optician Services as outlined in Section 6.0 and; any other services included in the Contractor's Fee-for-Service Plan, on a Fee-for-Service basis to NASA LaRC Contractor Personnel. The Contractor shall also offer any of the services that are not free-of charge to NASA LaRC Civil Servant and LaRC Exchange Personnel, on a Fee-for-Service Basis. The Contractor may also offer Drug and Alcohol testing to On-Site LaRC Contractor Personnel on a Fee-for-Service Basis.

**8.0 Phase-In:**

The Contractor shall perform Phase-In Activities during the thirty-day period prior to the Contract Period of Performance Start Date in accordance with the Contractor's Phase-In Plan. The Government will arrange a contract kick-off meeting, the NASA COR will be available for meetings, and the Government will provide the Contractor with training to include: Orientation, Information Technology Security, NASA Electronic Health Records System, NASA Electronic Fitness Membership System, Chemical Material Tracking System Training and; any other training required to perform on-site at NASA LaRC.

**9.0 Statement of Work References and Standards:**

NPR 1800.1 NASA Occupational Health Program Procedures  
NPR 1850.1 Quality Assurance of the NASA Medical Care  
LMS-CP-4760 Reporting Injuries, Illnesses, and Compensation Claims  
Langley Policy Directive 1800.2  
Virginia Regulated Medical Waste Management Regulation Title 9 of the Virginia  
Administrative Code Chapter 20 (9VAC20)

**10.0 Attachments**

Attachment 1: Statement of Work  
Attachment 2: Fee for Service Plan Template  
Attachment 3: Installation Accountable Government Property

Attachment 4: Service Contract Act Wage Determination  
Attachment 5: Historical Data- Usage of NASA LaRC Clinic, Fitness Center, and EAP Services, and  
Attachment 6: Pricing Instructions and Spreadsheet

**NNL15527797Q**  
**Attachment 2**  
**Fee-for-Service Plan Template**

1) The rates the Offeror will charge for the Services Outlined in Attachment 1 Statement of Work.

<b>SERVICE</b>	<b>RATE</b>
Non-Work Related Injury/Illness Office Visit (SOW Section 1.2.1)	\$
Head-to-Toe Complete Health Maintenance Examination (SOW Section 1.2.2.1)	\$
Partial Health Maintenance Examination (SOW Section 1.2.2.1)	\$
Occupation-Related Examination: Pre-Placement (SOW Section 1.2.3)	\$
Occupation-Related Examination: Surveillance (SOW Section 1.2.3)	\$
Occupation-Related Examination: Job Certification/ Special Purpose (SOW Section 1.2.3)	\$
Occupation-Related Examination: Job Separation/ Retirement (SOW Section 1.2.3)	\$
Occupation-Related Examination: FAA Class I Flight Physical Examination (SOW Section 1.2.3)	\$
International Travel: Pre-travel physical assessment, counseling, required immunizations, travel kits (SOW Section 1.2.4)	\$
International Travel: Post-travel Counseling (SOW Section 1.2.4)	\$
Hepatitis A and B Vaccination (SOW Section 1.2.5)	\$
Tetanus Vaccination (SOW Section 1.2.5)	\$
TDAP Vaccination (SOW Section 1.2.5)	\$
Administration of personal treatment/medication prescribed by Private Physician: Allergy Injection (SOW Section 1.2.5)	\$
Administration of personal treatment/medication prescribed by Private Physician: Medication Injection (SOW Section 1.2.5)	\$
EAP Counseling Session per Hour (SOW Section 2.0)	\$
One-Hour Fitness Class (SOW Section 4.1.2)	\$
30-Minute Personal Training Session (SOW Section 4.1.2)	\$
Optician Services (SOW Section 6.0)	\$
Drug and Alcohol Testing ( <i>if service is provided by Contractor</i> ) (SOW Section 7.0)	\$



**NNL15527797Q**  
**Attachment 2**  
**Fee-for-Service Plan Template**

- 3) A description of how the Offeror will advertise and promote the available services on its Fee for Service Plan to the NASA LaRC Workforce.

- 4) The benefit the Fee for Service Plan will have to the NASA LaRC Workforce and how the Fee for Service Plan supports the NASA LaRC Occupational Health and Wellness Program.

- 5) The percentage of the monthly Fee for Services proceeds that will be applied as a credit to the invoiced amount on contract vouchers submitted to NASA for payment.

\_\_\_\_ %

## Installation Accountable Government Property: NASA LaRC Occupational Health Clinic

Item Name	Manufacturer	ECN	Model	Serial No.	Location	Date Added/Removed
Multifunction Printer	Xerox	2267006	WorkCenter 4260	MAE503968	B1216	Added Nov 2010
<b>VISION &amp; SPIROMETRY</b>						
Tonometer	Reichert	2266926	7CR	42131-0910	B1216	Added Oct 2010
Spirometer	ndd Medical Instruments					
Calibration syringe (3L)	Hans Randolph, Inc.		5530	553-25819	B1216	
<b>AUDIO TESTING EQUIPMENT</b>						
Audio Testing Booth	TreMetrics		AR902T3	BE-270, 257	B1216	Added Oct 2010
Bio-Acoustic Simulator	TreMetrics		Oscar6	73079	B1216	Added Oct 2010
Audiometer	TreMetrics		RA500	54350	B1216	Added Oct 2010
<b>EKG EQUIPMENT</b>						
EKG Machine	Burdick		Atria 6100	E13806-00239	B1216	Added Oct 2010
EKG Machine	Burdick	3048011	Atria 3000	A6100-5929	B1216	
<b>VITAL SIGNS AND SCALES</b>						
Balance Scale	Continental Scale Corp.	C00645	HealthOMeter	A227595	B1216	
Vitals Monitor	Welch Allyn Spot w/pulse oximeter and Temp		5200-101A	200102292	B1216	
Vitals Monitor	Welch Allyn Spot BP only		5200-101A	200103113	B1216	
Electric Scales	Cardinal Detecto		758C	E133806-0039	B1216	
Aneroid BP Gauge (2)	Moore Medical			17893/19845	B1216	
Temp Plus II	VAC Corporation		2080A		B1216	
<b>LAB EQUIPMENT</b>						
Clinitek Urine Analyzer	Siemens		Clinitek Status		B1216	
<b>EMERGENCY EQUIPMENT</b>						
Automated External Defibrillator (AED): Quantity 70	Medtronic LifePak 12	1613354	LifePak12	40239	B1216	
Suction Unit	Laederal Medical Corp.		88 00 20	PL1003202	B1216	
Oxygen Flow Meter	Mada			70301471	B1216	
Oxygen Flow Meter	Puritan			6526100	B1216	
<b>MISC.</b>						
Hydrocollator	Chattanooga Grop, Inc.		E-1	128568	B1216	
Ultrasonic Cleaner	L&R Ultrasonics		Quantrax140		B1216	
<b>RADIOLOGY</b>						
Colimator	Summit Industries	2267000	LX125	NM485-0910	B1216	Added Oct 2010
Xray Tube	Summit Industries		E7239X	10211	B1216	Added Oct 2010
Wall Bucky	Summit Industries		B067	100602	B1216	Added Oct 2010
Reciprocating Bucky	Summit Industries		J500	BE597-0910	B1216	Added Oct 2010
Generator	CPI		VZW2556RE3-18	CPD07418H10	B1216	Added Oct 2010
Console	CPI		CMP200	J0102504H10	B1216	Added Oct 2010
Digitizer	Konica Minolta Medical		110	90203421	B1216	Added Oct 2010
Titmus V2	Sperian		TitmusV2	V0398	B1216	Added Feb 2014
Vitals Monitor	Welch Allyn		Spot/Vitals	201409916	B1216	Added Sept. 2014
Pulse Osimeter	Pulse OX		5500	801037540	B1216	Added June 2014
Optic/Opth Wall Unit	Welch Allyn		767	74227	B1216	Added Oct 2010
Optic Wall Unit	Welch Allyn		777	408282	B1216	Added Sept. 2014

## Installation Accountable Government Property: NASA LaRC FITNESS CENTER

Item Name	Manufacturer	ECN	Model	Serial No.	Location	Date Added/ Removed
Pectorial Fly/Rear Delloolci	Life Fitness		PSFLYSE	PSFLYSE003712	B1222B, R104	
Arm Curl	Eagle By Cybex		4040	4040M02E047	B1222B, R104	
Prone Leg Curl	Nautilus		85LCP	S5ICPX070085	B1222B, R104	
Seated Leg Curl	Life Fitness		PSSLC	P8SLC000S18	B1222B, R104	
Seated Leg Curl	Life Fitness		PSSLP	PSSLP	B1222B, R104	
Smith Press	Cybex		5341	5341K028011	B1222B, R104	Over 12 years old
Rotary Torso	Nautilus		S5RT	S5RTXX070063	B1222B, R104	
Nitro Abdominal	Nautilus		S3AB	S3ABXX060080	B1222B, R104	
Chin/dip Assist	Hoist		HD2100	06-02-003752	B1222B, R104	
Personal Pulley	Hoist		HD1900	06-02-002563	B1222B, R104	
Forearm Conditioner	Hydra Gym		I-109	21576	B1222B, R104	
Peek Pilates Reformer	Life Fitness		PPS01000002	PPS01050S0800018B	B1222B, R104	
Access Trainer	Hoist		460	06-01-00-0051591	B1222B, R104	
True Stretch	TRUE		800SSCLUB	06-SS0740A	B1222B, R104	
Dumbbell Rack	Hoist			06-04-014020	B1222B, R104	
Dumbbell Rack	Body Solid			GDR363/WC-105	B1222B, R104	
Leg Raise w/BOSU Back	Life Fitness		SLR-0101-102	2.80907E+11	B1222B, R104	
Bench Press Apparatus	Hammer Strength		B03	12603	B1222B, R104	
Preacher Curl Bench	Paramount			11	B1222B, R104	
Incline Bench	Unknown				B1222B, R104	
Incline Bench	Tuff Stuff			C16-14909	B1222B, R104	
Shoulder Press Bench	Icarian			7800	B1222B, R104	
Large Olympic Flat Bench	Hammer Strength		A00	9942	B1222B, R104	
Incline Bench	Uni		99948	129544	B1222B, R104	
Dip Station	Cybex		5510	5510007602	B1222B, R104	
Rowing Ergometer	Concept II		C	100193	B1222B, R104	
Rowing Ergometer	Concept II		D	0907060-300058357-01	B1222B, R104	
Recumbent Bike	TRUE		Z8	04-R80Z02811	B1222B, R104	
Recumbent Bike	TRUE		Z8	04-R80Z02821	B1222B, R104	
Recumbent Bike	TRUE		Z8	04-R80Z02831	B1222B, R104	
Stairmaster	Stairmaster		4600 CL	18000050119001	B1222B, R104	
Stairmaster	Stairmaster		4600 CL	18000050117008	B1222B, R104	
Stairmaster	Stairmaster		4600 CL	18000050113003	B1222B, R104	
Stairmaster	Precor		C764	DQF20P0001	B1222B, R104	
Airdyne	Schwinn		AD-3	EU600360	B1222B, R104	
Airdyne	Schwinn		AD-3	1780G00098	B1222B, R104	
Climber	Life Fitness		OCMY5/961.1	LXX 103226	B1222B, R104	
Elliptical	Stairmaster		NSL	51000041201009	B1222B, R104	
Elliptical	Stairmaster		NSL	51000041201007	B1222B, R104	
Elliptical	Stairmaster		NSL	51000041222010	B1222B, R104	
Elliptical Cross Trainer	Precor		EFX546	9KE09N0002	B1222B, R104	
Treadmill	Star Trac		7731-SUSAPO	AE41101051	B1222B, R104	
Treadmill	Star Trac		7731SUSAPO	AE41101064	B1222B, R104	
Treadmill	Star Trac		7731SUSAPO	AE41101039	B1222B, R104	
Treadmill	Star Trac		7731SUSAPO	AE41001050	B1222B, R104	

## Installation Accountable Government Property

<i>Item Name</i>	<i>Manufacturer</i>	<i>ECN</i>	<i>Model</i>	<i>Serial No.</i>	<i>Location</i>	<i>Date Added/ Removed</i>
Treadmill	Star Trac		7731SUSAPO	AE41001048	B1222B, R104	
Treadmill	Star Trac		7731SUSAPO	AE1101040	B1222B, R104	
Upright Bike	Life Fitness		95CI	CCP113105	B1222B, R104	
Upright Bike	Life Fitness		95CI	CCP 113102	B1222B, R104	
Upright Bike	Life Fitness		95CI	CCP 113106	B1222B, R104	
Back Extension	Eagle By Cybex		4206	4206M12F136	B1222B, R104	
Kettle Bell Rack					B1222B, R104	Added Sept. 2014
Elliptical	Life Fitness		95xi		B1222B, R104	Added Sept. 2014
Spinning Bike	StarTrac		Spinner Pro	SBPN1405-L01475	B1222B, R104	Added Sept. 2014
Spinning Bike	StarTrac		Spinner Pro	SBPN1405-L01476	B1222B, R104	Added Sept. 2014
Spinning Bike	StarTrac		Spinner Pro	SBPN1405-L01477	B1222B, R104	Added Sept. 2014

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WD 05-2543 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2543

Diane C. Koplewski | Division of | Revision No.: 16  
 Director | Wage Determinations | Date Of Revision: 07/25/2014

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
 Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.03	
01012 - Accounting Clerk II	15.74	
01013 - Accounting Clerk III	17.61	
01020 - Administrative Assistant	22.28	
01040 - Court Reporter	17.11	
01051 - Data Entry Operator I	11.94	
01052 - Data Entry Operator II	13.90	
01060 - Dispatcher, Motor Vehicle	16.01	
01070 - Document Preparation Clerk	13.21	
01090 - Duplicating Machine Operator	13.21	
01111 - General Clerk I	12.08	
01112 - General Clerk II	13.78	
01113 - General Clerk III	15.47	
01120 - Housing Referral Assistant	19.08	
01141 - Messenger Courier	12.22	
01191 - Order Clerk I	13.46	
01192 - Order Clerk II	17.61	
01261 - Personnel Assistant (Employment) I		16.22

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01262 - Personnel Assistant (Employment) II	13.14
01263 - Personnel Assistant (Employment) III	20.23
01270 - Production Control Clerk	23.57
01280 - Receptionist	12.28
01290 - Rental Clerk	14.15
01300 - Scheduler, Maintenance	15.30
01311 - Secretary I	15.30
01312 - Secretary II	17.11
01313 - Secretary III	19.08
01320 - Service Order Dispatcher	15.37
01410 - Supply Technician	22.28
01420 - Survey Worker	13.82
01531 - Travel Clerk I	11.49
01532 - Travel Clerk II	12.26
01533 - Travel Clerk III	13.09
01611 - Word Processor I	13.38
01612 - Word Processor II	15.02
01613 - Word Processor III	16.80
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.47
05010 - Automotive Electrician	21.03
05040 - Automotive Glass Installer	20.09
05070 - Automotive Worker	20.09
05110 - Mobile Equipment Servicer	18.15
05130 - Motor Equipment Metal Mechanic	22.02
05160 - Motor Equipment Metal Worker	20.09
05190 - Motor Vehicle Mechanic	22.02
05220 - Motor Vehicle Mechanic Helper	17.13
05250 - Motor Vehicle Upholstery Worker	19.10
05280 - Motor Vehicle Wrecker	20.09
05310 - Painter, Automotive	21.03
05340 - Radiator Repair Specialist	19.10
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	22.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.48
07041 - Cook I	10.11
07042 - Cook II	11.21
07070 - Dishwasher	8.12
07130 - Food Service Worker	9.74
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67

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09080 - Furniture Refinisher	17.63
09090 - Furniture Refinisher Helper	14.36
09110 - Furniture Repairer, Minor	16.02
09130 - Upholsterer	18.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.41
11060 - Elevator Operator	11.41
11090 - Gardener	13.67
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.93
11260 - Pruner	11.53
11270 - Tractor Operator	12.88
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	16.09
12012 - Certified Occupational Therapist Assistant	24.34
12015 - Certified Physical Therapist Assistant	24.89
12020 - Dental Assistant	15.56
12025 - Dental Hygienist	33.25
12030 - EKG Technician	23.73
12035 - Electroneurodiagnostic Technologist	23.73
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	14.39
12072 - Licensed Practical Nurse II	16.09
12073 - Licensed Practical Nurse III	17.95
12100 - Medical Assistant	13.48
12130 - Medical Laboratory Technician	17.16
12160 - Medical Record Clerk	13.96
12190 - Medical Record Technician	15.61
12195 - Medical Transcriptionist	14.13
12210 - Nuclear Medicine Technologist	30.53
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.27
12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.58
12235 - Optical Dispenser	18.17
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	12.58
12305 - Radiologic Technologist	25.40
12311 - Registered Nurse I	24.37

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12312 - Registered Nurse II		29.81
12313 - Registered Nurse II, Specialist		29.81
12314 - Registered Nurse III		36.07
12315 - Registered Nurse III, Anesthetist		36.07
12316 - Registered Nurse IV		43.23
12317 - Scheduler (Drug and Alcohol Testing)		19.54
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.46
13012 - Exhibits Specialist II		25.36
13013 - Exhibits Specialist III		29.19
13041 - Illustrator I		20.00
13042 - Illustrator II		24.56
13043 - Illustrator III		29.80
13047 - Librarian		32.67
13050 - Library Aide/Clerk		10.41
13054 - Library Information Technology Systems Administrator		23.82
13058 - Library Technician		16.78
13061 - Media Specialist I		16.68
13062 - Media Specialist II		18.66
13063 - Media Specialist III		20.80
13071 - Photographer I		13.93
13072 - Photographer II		18.46
13073 - Photographer III		22.43
13074 - Photographer IV		24.90
13075 - Photographer V		30.14
13110 - Video Teleconference Technician		15.93
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.56
14042 - Computer Operator II		17.40
14043 - Computer Operator III		19.41
14044 - Computer Operator IV		21.57
14045 - Computer Operator V		23.88
14071 - Computer Programmer I	(see 1)	20.07
14072 - Computer Programmer II	(see 1)	24.57
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.56
14160 - Personal Computer Support Technician		21.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.24
15020 - Aircrew Training Devices Instructor (Rated)		40.21

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15030 - Air Crew Training Devices Instructor (Pilot)	48.04
15050 - Computer Based Training Specialist / Instructor	32.44
15060 - Educational Technologist	29.72
15070 - Flight Instructor (Pilot)	48.04
15080 - Graphic Artist	24.28
15090 - Technical Instructor	20.94
15095 - Technical Instructor/Course Developer	25.61
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.54
16030 - Counter Attendant	8.54
16040 - Dry Cleaner	10.70
16070 - Finisher, Flatwork, Machine	8.54
16090 - Presser, Hand	8.54
16110 - Presser, Machine, Drycleaning	8.54
16130 - Presser, Machine, Shirts	8.54
16160 - Presser, Machine, Wearing Apparel, Laundry	8.54
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.22
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.51
19040 - Tool And Die Maker	24.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.55
21030 - Material Coordinator	23.57
21040 - Material Expediter	23.57
21050 - Material Handling Laborer	11.27
21071 - Order Filler	11.49
21080 - Production Line Worker (Food Processing)	15.55
21110 - Shipping Packer	13.83
21130 - Shipping/Receiving Clerk	13.83
21140 - Store Worker I	12.41
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	15.55
21410 - Warehouse Specialist	15.55
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.37
23040 - Aircraft Mechanic Helper	16.35
23050 - Aircraft, Painter	20.20
23060 - Aircraft Servicer	18.22

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23080 - Aircraft Worker	19.17
23110 - Appliance Mechanic	19.24
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	21.90
23181 - Electronics Technician Maintenance I	22.38
23182 - Electronics Technician Maintenance II	23.53
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	20.20
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	20.48
23312 - Fuel Distribution System Operator	16.73
23370 - General Maintenance Worker	18.30
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	18.22
23382 - Ground Support Equipment Worker	19.17
23391 - Gunsmith I	16.50
23392 - Gunsmith II	18.33
23393 - Gunsmith III	20.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.20
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.31
23430 - Heavy Equipment Mechanic	20.03
23440 - Heavy Equipment Operator	20.20
23460 - Instrument Mechanic	19.24
23465 - Laboratory/Shelter Mechanic	11.27
23470 - Laborer	11.27
23510 - Locksmith	19.31
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	21.03
23592 - Metrology Technician II	22.04
23593 - Metrology Technician III	22.96
23640 - Millwright	25.71
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	20.20
23850 - Rigger	20.52

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23870 - Scale Mechanic	18.30	
23890 - Sheet-Metal Worker, Maintenance		20.20
23910 - Small Engine Mechanic	19.24	
23931 - Telecommunications Mechanic I		23.97
23932 - Telecommunications Mechanic II		25.18
23950 - Telephone Lineman	22.88	
23960 - Welder, Combination, Maintenance		19.47
23965 - Weld Driller	19.93	
23970 - Woodcraft Worker		20.20
23980 - Woodworker		16.50
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		9.58
24580 - Child Care Center Clerk		13.48
24610 - Chore Aide	7.66	
24620 - Family Readiness And Support Services Coordinator		13.31
24630 - Homemaker		14.24
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	20.80	
25040 - Sewage Plant Operator		20.01
25070 - Stationary Engineer		20.80
25190 - Ventilation Equipment Tender		15.80
25210 - Water Treatment Plant Operator		20.01
27000 - Protective Service Occupations		
27004 - Alarm Monitor		16.96
27007 - Baggage Inspector		12.01
27008 - Corrections Officer		18.71
27010 - Court Security Officer		20.29
27030 - Detection Dog Handler		15.31
27040 - Detention Officer		18.71
27070 - Firefighter	19.65	
27101 - Guard I	12.01	
27102 - Guard II	15.31	
27131 - Police Officer I		22.07
27132 - Police Officer II		24.52
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.47
28042 - Carnival Equipment Repairer		10.99
28043 - Carnival Equipment Worker		8.21
28210 - Gate Attendant/Gate Tender		14.30
28310 - Lifeguard	12.22	
28350 - Park Attendant (Aide)		15.60
28510 - Recreation Aide/Health Facility Attendant		11.68
28515 - Recreation Specialist		19.83
28630 - Sports Official		12.75

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28690 - Swimming Pool Operator		15.63
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	20.73	
29020 - Hatch Tender	20.73	
29030 - Line Handler	20.73	
29041 - Stevedore I	19.71	
29042 - Stevedore II	21.80	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		27.16
30021 - Archeological Technician I	18.28	
30022 - Archeological Technician II	19.03	
30023 - Archeological Technician III	25.14	
30030 - Cartographic Technician	26.68	
30040 - Civil Engineering Technician	25.15	
30061 - Drafter/CAD Operator I	18.85	
30062 - Drafter/CAD Operator II	21.09	
30063 - Drafter/CAD Operator III	23.52	
30064 - Drafter/CAD Operator IV	28.93	
30081 - Engineering Technician I	17.82	
30082 - Engineering Technician II	19.79	
30083 - Engineering Technician III	22.59	
30084 - Engineering Technician IV	27.42	
30085 - Engineering Technician V	33.54	
30086 - Engineering Technician VI	40.58	
30090 - Environmental Technician	21.87	
30210 - Laboratory Technician	20.41	
30240 - Mathematical Technician	26.68	
30361 - Paralegal/Legal Assistant I	16.04	
30362 - Paralegal/Legal Assistant II	19.88	
30363 - Paralegal/Legal Assistant III	24.32	
30364 - Paralegal/Legal Assistant IV	29.42	
30390 - Photo-Optics Technician	26.68	
30461 - Technical Writer I	23.10	
30462 - Technical Writer II	28.24	
30463 - Technical Writer III	34.17	
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort	22.74	
30495 - Unexploded (UXO) Sweep Personnel	22.74	
30620 - Weather Observer, Combined Upper Air Or (see 2)		23.52
Surface Programs		
30621 - Weather Observer, Senior (see 2)		25.48

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31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.61
31030 - Bus Driver	14.66
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	9.25
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	11.32
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	17.75
31364 - Truckdriver, Tractor-Trailer	17.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.95
99050 - Desk Clerk	9.12
99095 - Embalmer	23.61
99251 - Laboratory Animal Caretaker I	9.86
99252 - Laboratory Animal Caretaker II	10.47
99310 - Mortician	30.76
99410 - Pest Controller	15.66
99510 - Photofinishing Worker	11.61
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.17
99810 - Sales Clerk	11.04
99820 - School Crossing Guard	11.64
99830 - Survey Party Chief	18.10
99831 - Surveying Aide	11.30
99832 - Surveying Technician	15.46
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

NNL15527797Q Attachment 4 Service Contract Act Wage Determination performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

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cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

NNL15527797Q Attachment 5 Historical Data- Usage of NASA LaRC Occupational Health Clinic and Fitness Center

	2010	2011	2012	2013	2014
<b>GENERAL DATA</b>					
Total Civil Servants/Exchange Employees	1943	1921	1887	1896	1385
Total Permanent Contractor Employees	1545	1964	2218	1728	
<b>CLINIC</b>					
Total # of Patients (Non-Occupational Injuries/Illness)			2014		
Civil Servant/Exchange	113	60	50		
Contractor Employees	65	58	37		
Total # of Patients (Occupational Injuries/Illness)					
Civil Servant/Exchange	64	67	52		
Contractor Employees	46	71			
Total # Health Maintenance Examinations (3yrs or yearly)					
Civil Servant/Exchange	1461	840	1012		
Contractor Employees	144	127	71		
Option Services for Safety Glasses					
Civil Servant/Exchange	56	74	34		
Contractor Employees	190	155	82		
Personal Physician Medications and Treatments					
Total # of Vaccinations					
Civil Servant/Exchange	338	193	123		
Contractor Employees	145	159	26		
Total # X-Ray Interpretations					
Civil Servant/Exchange	60	50	14		
Contractor Employees	123	50	37		
Total Laser Eye Exams					
Civil Servant/Exchange	37	25	22		
Contractor Employees	22	38	11		
Total Occupational Related Exams + (Civil Service Only -Annual Health Maintenance (3 years or annuals))					
Civil Servant/Exchange	684	635	496		
Contractor Employees	1054	1003	348		
Total # Flu Vaccinations * (Authorized by Flu Vaccination has been offered by NASA LaRC to Civil Servant/Exchange and Contractor Personnel at no charge.	1369	1215	1200		

NNL15527797Q Attachment 5 Historical Data- Usage of NASA LaRC Occupational Health Clinic and Fitness Center

EAP PROGRAM		2010	2011	2012	2013	2014
Total # of Cases	TBD	15772	15216	12488	12115	7142
Civil Servant/Exchange Contractor Employees		157	448	192	483	457
Services performed broken down by general type of service and # of Patients in accordance with Statement of Work Section 3.2*As allowable per Privacy Act .		765	1235	459	514	321
short-term counseling Sessions/ types referrals to community/professional resources drug and alcohol abuse cases patients requiring more than 5 annual visits		TBD				
Total # of new cases		TBD				
Total #of services performed	TBD					
On-site during regular hours	TBD					
Off-site	TBD					
FITNESS CENTER						
Total # of Members						
Total # Visits						
Total # of Fee-for-Service Personal Training Sessions						
Total Class Attendance						

NNL-1552797Q Attachment 6 Pricing Instructions and Spreadsheet

Price Form A

Summary of Total Proposed Price by CLIN by Period:

	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Total
(1) Phase-In (Firm-Fixed Price - Statement of Work (SOW) Section 8.0)	CLIN 000					\$XXXX
(2) Firm Fixed Price:	CLIN 001	CLIN 004	CLIN 007	CLIN 010	CLIN 013	
a) Occupational Health Clinic (SOW Section 1.0) Occupational Health and Wellness Program Promotion and Consultation (SOW Section 3.0) and Operating Procedures (SOW Section 5.0)	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
b) Employee Assistance Program (EAP) (SOW Section 2.0)	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
c) Physical Fitness Program and Fitness Center (SOW Section 4.0)	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
Total Firm Fixed Price - (2) a, b, and c	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
(3) Other Direct Costs (Not-to-Exceed Cost only, no Profit) (SOW Section 6.0)	CLIN 002	CLIN 005	CLIN 008	CLIN 011	CLIN 014	
Total Other Direct Costs	\$51,000	\$51,000	\$51,000	\$51,000	\$51,000	\$255,000
(4) Total (1), (2) and (3)	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
(5) Optional Fitness Center Hours (Firm Fixed Unit Price per Hour X 1,040 Hours) (SOW Section 4.1)	CLIN 003	CLIN 006	CLIN 009	CLIN 012	CLIN 015	
Hourly Rate (Provide Hourly Rate)	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XXXX
Total Optional CLINs Amounts	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
(6) Total (4) and (5)	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX	\$XXXX
NOTES:						
(1) CLIN 000 (if proposed) - Offerors shall include all costs related to the 30 day phase-in as a firm-fixed price.						
(2) CLINs 001, 004, 007, 010 and 013 are for the fixed price effort for the three areas identified. Offerors shall propose a price for the Occupational Health Clinic that includes all fully burdened labor and profit and Other Direct Costs with applicable indirect costs (i.e. G&A), but no profit; the EAP includes all fully burdened labor and profit; and the Physical Fitness Program and Fitness Center includes all fully burdened labor and profit.						
(3) CLINs 002, 005, 008, 011, and 014 are Cost Reimbursable for the Other Direct Costs. Only the costs and related indirect costs (i.e. G&A) will be reimbursed, no profit will be paid on these CLINs. The not-to exceed amount for each contract period is \$51,000.						
(4) Sum items (1), (2) and (3) above.						
(5) CLINs 003, 006, 009, 012, and 015 are for optional increased hours at the fitness center. The Optional CLINs shall be priced based on a firm fixed unit price per hour X 1,040 Hours.						
(6) Sum items (4) and (5) above.						

