

**OCCUPATIONAL HEALTH SERVICES
CONTRACT NNL10AA09C
(Contract and SOW)**

The below information has been determined to be exempt from disclosure under FOIA Exemption b(4) and has been deleted from the contract.

- Section B.2 - Contract Value, Items (a), (d), and (e)
- Section B.4 - Firm Fixed Price
- Section 5.2 - Fee for Service Program Percentages
- Section 5.2.1 – Drug & Alcohol Testing Percentages
- Section 5.2.2 – Non-Emergency Medical and Health Services and Programs Percentages under 5.2.2.1 and 5.2.2.2
- Exhibit C - Safety & Health Plan
- Exhibit D - Quality Control Plan
- Exhibit F - IT Security Plan

Exemption 4 of the FOIA protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. This exemption is intended to protect the interests of both the government and submitters of information.

It has been held that commercial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F. 2d 765 (D.C. Cir. 1974).

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 (CFR 700))	RATING	PAGE OF PAGE# 1 48
2. CONTRACT NUMBER NNL10AA09C		3. SOLICITATION NUMBER NNL09303972R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/15/2009
7. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	6. REQUISITION/PURCHASE NUMBER 4200303972	
8. ADDRESS OFFER TO (if other than item 7) NASA Langley Research Center Attn. M.T. Stubbs, M/S 126 9A Langley Blvd. Hampton, VA 23681-2199				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in NASA LeRC, Building 1195, Room 124, Mail Stop 144, Hampton, VA 23081 until 3:00 PM local time 11/18/2009

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Michael Stubbs	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 757 NUMBER: 864-2435 EXT.:	C. E-MAIL ADDRESS M.T.Stubbs@nasa.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

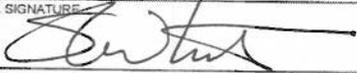
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)

<input type="checkbox"/>	10 CALENDAR DAYS (%)	<input type="checkbox"/>	20 CALENDAR DAYS (%)	<input type="checkbox"/>	30 CALENDAR DAYS (%)	<input type="checkbox"/>	CALENDAR DAYS (%)
							NET 30

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
000001	15 OCT 09		

15A. NAME AND ADDRESS OF OFFEROR MedTrust LLC 6655 First Park Ten Blvd Suite 222 San Antonio TX 78213-4304	CODE Cage Code 3CXW5	FACILITY DUNS 021605592	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Stephen L. White Director of Government Operations
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15B. TELEPHONE NUMBER AREA CODE: 210 NUMBER: 496-2323 EXT.:	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE 11/17/2009
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT
\$6,909,956.12

21. ACCOUNTING AND APPROPRIATION
PR 4200334748, CASX22010D, Obligate \$426,506

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (if other than item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)
Liliana J. Richwine

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE
3/19/2010

SECTION B - SUPPLIES OR SERVICES/PRICES

NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90) (Aug 2008)

There are various types of clauses contained in the contract. Most clauses will reference a numbered citation such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no designation. Those clauses were written specifically for this contract by LaRC or are generic Agency clauses specific for this contract type and no numbered citation exists.

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Exhibit A Statement of Work (SOW).

Contract Line Item Number (CLIN)	SOW Section	Type
0	Phase In (12 days)	FFP
1	Occupational Health Services	FFP
2	Special Services	CR
3	Reimbursable and Fee for Services	CR

Work will consist of a sustaining effort (CLINs 1, 2, 3) that is either firm fixed price (FFP) or cost reimbursement (CR). Therefore, this contract contains clauses applicable to cost reimbursement (CLINs 2, 3) and fixed price (CLIN 0, 1). Fixed Price clauses are annotated with an (*) unless indicated in the clause title; otherwise, the clause applies to cost type work or applies regardless of work type.

B.2 CONTRACT VALUE

- (a) The firm fixed-price for the phase-in (CLIN 0) period is [REDACTED] b(4)
- (b) The firm fixed-price for CLIN 1 is: \$6,082,317.58.
- (c) The estimated cost reimbursement value of CLIN 2 is: \$819,179.54.
- (d) The estimated cost reimbursement (credit) value for CLIN 3 is: [REDACTED] b(4)
- (e) The total estimated value of the contract is: [REDACTED] b(4) if all Reimbursement Service program and Fee for Service credit targets are met, or unless extended via Option to Extend Services Clause of this contract.

B.3 REIMBURSABLE SERVICES FEE SCHEDULE

The Contractor's most recent Reimbursable Services Fee Schedule shall be incorporated into the contract by reference.

B.4 Firm Fixed Price (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is b(4)

B.5 Estimated Cost (1852.216-81) (DEC 1988)

The total estimated cost for complete performance of this contract is \$819,179.54. The Government shall not pay the Contractor a fee for performing CLINs 002 or 003.

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) (CLIN 2 and 3)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$52,320. This allotment is for CLIN 2 and 3 covers the following estimated period of performance: July 31, 2010.

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

**B.7 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (1852.232-77) (MAR 1989)
(CLINs 0 and 1)**

(a) Of the total price of CLINs 0, and 1 the sum of \$365,727 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) 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 July 31, 2010.

(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.

End Of Section

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the services specified in Section B in accordance with Exhibit A.

End of Section

SECTION D - PACKAGING AND MARKING**D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D**

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE
N/A	N/A

End of Section

SECTION E - INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

End of Section

SECTION F - DELIVERIES OR PERFORMANCE**F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F**

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE
52.242-15*	STOP-WORK ORDER (AUG 1989)
52.242-15	STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be 5 years, commencing April 1, 2010 through March 31, 2015.

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): NASA Langley Research Center, Hampton, VA and other sites that may be designated by the Contracting Officer.

End of Section

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE
N/A	N/A

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) "If the contractor is authorized to submit interim cost vouchers to the NASA paying office, the original voucher should be sent via email to the NSSC:

NASA Shared Services Center
 Financial Mgmt Division / Accts Payable, Bldg 1111, C. Road
 Stennis Space Center, MS 39529
 Fax 866-209-5415
 Email: NSSC-AccountsPayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

Offerors: Insert Cognizant DCAA mailing address applicable for your firm

(2) One copy via email of the SF 1034, SF 1034A, or equivalent Contractor's attachment to the following: NASA LaRC Contracting Officer

(3) The Contracting Officer may designate other recipients as required.

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

G.3 INVOICE PAYMENTS

(a) The invoice for CLIN 0, Phase-In Period, shall be submitted after completion of the Phase-In Period.

(b) In accordance with the contract clause entitled Payments (FAR 52.232-1), payment will be made by the Government to the Contractor no more than twice monthly based on receipt of a proper invoice and satisfactory contract performance. The Contractor shall invoice for (CLIN 1) in 60 equal payments of the total Firm Fixed Price allocated in the Base Contract Value (B.2).

(c) A proper invoice is defined as containing the following information:

- (1) Contract Number,
- (2) Name and address of Contractor,
- (3) Invoice date,
- (4) Invoice number and Taxpayer Identification Number,
- (5) CLIN, quantity, unit of measure, unit price and extended price for services performed;
- (6) Total amount due, per CLIN
- (7) Name and title of signer, signature and date;

(d) The Original of all invoices, marked either "Interim" or "Final" as appropriate, shall be sent directly to the Payment Office at the following address:

NASA Shared Services Center
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529

Email: NSSC-AccountsPayable@nasa.gov

(e) All payments will be made by electronic funds transfer. Payment will be forwarded to the financial institution and account identified in the Standard Form 3881 executed by the

Contractor.

G.4 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), 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 Section C of this contract.

(b) The COTR 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 COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR 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 COTR shall be at the Contractor's risk.

G.5 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (1852.245-70) (SEP 2007) (DEVIATION)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (SEP 2007)
(DEVIATION)**

(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:

(1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

(2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

(3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Contract Managers shall ensure all Installation Accountable Government Property is reassigned before the current contractor equipment user resigns or is terminated.

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(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 of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require 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, 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:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture, if available.

(3) Property listed in Exhibit E.

(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) Safety and fire protection for Contractor personnel and facilities.

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

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

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

(8) 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.

(9) All necessary computers and related information technology services that will be connected to the LaRC network and performed on-site at Langley Research Center through the ODIN contract.

G.7 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (SEP 2007) (DEVIATION)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, "Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques", and NASA Standard (NASA-STD) 6002, "Applying Data Matrix Identification Symbols on Aerospace Parts". This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below: NASA Langley Research Center, 4 South Marvin Street (Bldg. 1206), Hampton, VA 23681-2199

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

G.8 PROPERTY MANAGEMENT CHANGES (1852.245-75) (SEP 2007) (DEVIATION)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change -

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at: NASA Langley Research Center, Attn: Susan Tillman, Mail Stop 377, Hampton, VA 23681-2199, (757) 864-2064, susan.c.tillman@nasa.gov.

G.9 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (SEP 2007) (DEVIATION)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(3) LAPD 8800.14, Real Property Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

End of Section

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSE NUMBER	CLAUSE TITLE
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000) Fill In: (b) NASA Langley Research Center

H.2 SAFETY AND HEALTH (1852.223-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate,

number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase

threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

H.3 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

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

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

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

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

H.4 RESERVED

H.5 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at [1852.237-72](#), Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS [1852.237-72](#), Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at [1852.237-72](#), Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive,

NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at [1852.237-72](#), Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at [1852.204-76](#), Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

H.6 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992) -- ALTERNATE II (OCT 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 cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

H.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.8 SPECIAL 8(A) CONTRACT CONDITIONS (52.219-11) (FEB 1990) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

US Small Business Administration
 Richmond District Office
 400 North 8th Street, STE 1150
 PO Box 10126
 Richmond, VA 23240-0126

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees --

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated November 17, 2009 are hereby incorporated by reference in this resulting contract.

**H.10 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LARC 52.204-91)
(FEB 2007)**

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, " Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

H.11 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LaRC 52.211-99) (APR 2007)

(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 NASA LaRC 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 Officers Technical Representative (COTR) 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 COTR 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 never 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 and contract number.

H.12 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LARC 52.211-104) (FEB 2007)

- (a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.
- (b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.
- (c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

H.13 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES (LARC 52.223-92) (MAY 2006)

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.

H.14 GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) SERVICES

A. Background: An agency Mission Focus Review (MFR) chartered by the NASA Administrative Assistant for the purpose of looking broadly across the Agency and identifying opportunities to redeploy resources to more directly support the NASA missions has resulted in an agency mandate (MFR 137) to:

- 1) provide contract required IT services as "Government Provided Services"; and
- 2) require all IT services to be acquired from the existing NASA Outsourcing Desktop Initiative (ODIN) Contractor or any successor ODIN Contractor.

B. The objective of the MFR 137 will allow consistency throughout the agency, improve agency IT security, achieve economies of scale, and improve NASA's ability to manage hardware and software desktop standards. This will result in agency IT that is better protected and allow the agency to readily identify and appropriately and quickly respond to vulnerabilities.

C. NASA Langley Research will furnish all necessary computers and related information technology services that will be connected to the LaRC network and performed on-site at Langley Research Center through the ODIN contract. The Contractor shall not connect any hardware to the LaRC network.

End of Section

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

CLAUSE NUMBER	CLAUSE TITLE
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) Fill In: NASA LaRC Office of Inspector General; (757) 864-3262
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (MAR 2009)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

CLAUSE NUMBER	CLAUSE TITLE
52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) Fill in: (3) The designated payment office will make interim payments for contract financing on the 30 th day after the designated office receives a proper payment request.
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Fill in: "zero" in paragraph (a)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-43*	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
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 (AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
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)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-3*	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-1*	PAYMENTS (APR 1984)
52.232-8*	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

CLAUSE NUMBER	CLAUSE TITLE
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008) ALTERNATE I (FEB 2002)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-3*	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
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1852.237-70	EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.243-71	SHARED SAVINGS (MAR 1997)

I.2 NOTIFICATION OF OWNERSHIP CHANGES (52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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 prior to the expiration of the contract.

I.4 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (FEB 2004)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of

this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (52.219-28) (APR 2009)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System

(NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code 621999 assigned to contract number NNL10AA09C.

I.6 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to

protect the interests of the United States.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage
Nurse Practitioner (Registered Nurse IV)	GS-13 \$38.53
Staff Nurse (Licensed Practical Nurse III)	GS-11 \$27.03
Lab X-Ray Technician (Medical Laboratory Tech)	GS-6 \$16.44
Administrative / Clerical Secretary (Secretary I)	GS-4 \$13.18

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.

I.8 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (52.223-9) (MAY 2008)

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

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

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

I.10 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES 1852.204-76 (MAY 2008) (Deviation)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or

subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, 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 IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing

on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) 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 and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

I.11 OMBUDSMAN (1852.215-84) (OCT 2003) – ALTERNATE I (JUN 2000)

(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, Cynthia C. Lee, direct inquiries to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2426; facsimile (757) 864-8541. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov.

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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

I.12 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the

Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

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

I.13 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (52.219-18) (JUNE 2003) (DEVIATION) (ALTERNATE I 2005)

(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.

(3) The offeror's approved business plan is on the file and serviced by _____ [*Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified 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 directly by the Contracting Officer 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 subparagraph does not apply in connection with construction or service contracts.

(2) The Offeror will notify the NASA Langley Research Center 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.

End of Section

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF EXHIBITS

The following documents are attached hereto and are made a part of this contract:

Exhibits

Exhibit A	Statement of Work
Exhibit B	Contract Documentation Reporting Requirements
Exhibit C	Safety and Health Plan
Exhibit D	Quality Plan
Exhibit E	Government Furnished Property
Exhibit F	Information Technology Security Plan
Exhibit G	Wage Determination

End of Section

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (FEB 2009)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **62199**.

(2) The small business size standard is **\$10.0M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-38](#), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

___ (ix) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

End of Section

STATEMENT OF WORK FOR THE OCCUPATIONAL HEALTH PROGRAM**1.0 Scope of Work:****1.1 Scope**

The Contractor shall conduct, on a five-day per week basis, a comprehensive Occupational Health Program for the NASA Langley Research Center (LaRC). This program shall be conducted in accordance with the most current version of NASA Policy Directives (NPD) 1800.2, 1810.2, 1820.1, and 1830.1, 1840.1, and NASA Procedural Requirements (NPR) 1800.1, 1810.1, 1840.1, 8900.3, or successor documents as modified by other controlling documents established by LaRC. Agency and LaRC policy is located on the Langley Management System (LMS) web site at <http://lms.larc.nasa.gov/index.cfm> <http://larc-exchange.larc.nasa.gov/exchange08/fitnessCenter/fitnessDocuments.html> and <http://ohp.nasa.gov/ochamo/index.html>. The Contractor shall utilize and assign only those personnel whose performance conforms to the acceptable standards and ethics of the medical profession.

1.2 Objectives

The primary objectives of the Occupational Health Program are: (a) the effective operation of the LaRC Occupational Health Clinic and Fitness Center, (b) the maintenance and improvement of the physical and mental health of LaRC employees with an emphasis on prevention, (c) assistance in the development of Center occupational medicine programs to assure compliance with agency programs and good medical practice, (d) diagnosis, treatment and care of illnesses and injuries caused or aggravated by the work environment, and (e) the provision of an Employee Assistance Program (EAP).

2.0 General Management:**2.1 Business Hours**

- 2.1.1 The Contractor shall operate the Clinic between 7:00 a.m. and 3:00 p.m. Monday through Friday, Federal holidays excluded.
- 2.1.2 The Contractor shall furnish emergency diagnosis and treatment during the same times as stated in section 2.1.1 (Reference subparagraph 4.7 (CLIN 2) for services outside of normal working hours).

2.2 Staffing

- 2.2.1 The Contractor shall furnish the services of a physician(s) and other medical professionals and administrative staff required to effectively operate the Clinic and Occupational Health Programs. This shall include, but is not limited to, a

nurse practitioner(s), staff nurse(s), x-ray technician(s), and the supporting administrative and/or clerical personnel necessary to effectively and efficiently operate the Clinic as required by this Statement of Work (SOW).

- 2.2.2 The Contractor shall provide a physician a minimum of 24 hours per week and designate the physician as the Center Medical Officer (CMO). The Contractor shall make a physician available during Center emergency and contingency operations as required by the Contractor Officer's Technical Representative (COTR).
- 2.2.3 The Contractor shall provide a physician/nurse practitioner of the opposite gender of the CMO for physicals during the hours specified in Section 2.1.1.
- 2.2.4 The Contractor shall provide a comparably qualified and licensed replacement for each professional Clinic, Employee Assistant Counselors and Fitness Center staff member who is absent due to illness, leave, or other causes beginning on the second day of absence.

2.3 Staff Qualifications and Requirements:

- 2.3.1 All Contractor professional employees providing health care shall be fully licensed by the State of Virginia and maintain in good standing the professional accreditation and credentials (e.g. ACLS/BLS) appropriate to their fields of medicine. The physician(s) shall also maintain a current certification as a Federal Aviation Administration (FAA) Examiner for Class I, II and III flight physical examinations.
- 2.3.2 All Contractor professional employees who conduct audiology exams and pulmonary function tests shall possess a current certificate of clinical competency from an appropriately recognized accreditation body (e.g. Council for Accreditation in Occupational Hearing Conservation or National Institute of Occupational Safety and Health).
- 2.3.3 The Contractor shall maintain the currency of all professional licenses and certifications necessary for the performance of this contract, exclusive of the Drug Enforcement Agency (DEA) certification. The NSSC and LaRC are responsible for maintaining DEA certification for civil servants. The CMO shall be responsible for reviewing Civil Servant drug tests and forwarding results to the NASA Shared Services Center (NSSC).

2.4 Indemnification and Medical Insurance

The Contractor shall procure, maintain, and provide evidence of Indemnification and Medical Liability Insurance in accordance with Clause 52.237-7 of this contract.

2.5 Medical Records and Statistics

- 2.5.1 The Contractor shall establish and 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 work. All medical records, whether Government furnished or Contractor developed, are subject to the Privacy Act of 1974, are considered confidential medical information, and shall not be discussed or provided to any party other than the patient without a written release from the patient. The Government shall hold title to all such records. The Contractor shall transfer and store all records as required by the Privacy Act and NASA's implementing regulations. The Contractor shall forward these confidential records (using Government postage) upon patient retirement or separation to the appropriate depository or to the gaining NASA Occupational Health Clinic when an employee transfers to another NASA Center.
- 2.5.2 Patients may direct that their medical results be sent to their private physician. The Contractor shall comply with patient directions regarding the release of their medical information and shall obtain any required consent forms prior to the release of the information.
- 2.5.3 The Contractor shall be responsible for assessing, planning, implementing and evaluating medical and health promotion programs based on the needs of the Center and customer feedback. At a minimum, Customer Feedback survey cards (**Attachment V**) shall be provided to customers for program and services provided. The contractor shall provide data on customer satisfaction for clinic, fitness and employee assistance programs on a monthly, quarterly and annual basis. Data shall be gathered, maintained and evaluated to include participation rates, abnormal findings and referrals, customer satisfaction, and changes in health status and health behaviors of all occupational health programs within this SOW. Corrective measures shall be implemented and documented within two working days.

2.6 Program Coordination and Communication

- 2.6.1 The Center Medical Officer (CMO) and members of the professional staff shall maintain communication with other health-related offices, such as those involving safety, workers' compensation, industrial hygiene and environmental programs at LaRC, as well as within the surrounding communities, to effectively and efficiently coordinate occupational health programs (e.g. Automated External Defibrillator (AED) Program, Continuity of Operations Plan, first responders). Such interaction can be in the form of day-to-day coordination of activities which impact and overlap the operations of the medical services, as

well as serving on a variety of panels and working groups having the common goal of maintaining and improving the health of Center employees.

- 2.6.2 The CMO shall serve on such standing and special committees and meetings upon the written request of the COTR, and shall provide relevant and accurate advice, information, and guidance to those groups (e.g. Installation Review Board, AED Control Committee, Workers Compensation Working Group).
- 2.6.3 Upon the written request of the COTR, the Contractor shall review, assist in the development of, and update various LaRC and NASA policies and procedures relating to occupational medicine. These include NASA policy documents, LaRC instructions and procedures, and related brochures and pamphlets.
- 2.6.4 Workers' Compensation Requirements:
- (1) The Contractor shall coordinate with the Center's Compensation Claims Officer (CCO) on workers' compensation cases and assist employees in initiating appropriate notice of work-related injury/illness;
 - (2) The Contractor shall evaluate and/or treat injured workers, as needed/requested, and provide fitness for duty determinations;
 - (3) The Contractor shall provide fitness for duty or return to work determinations/assistance based on medical documentation from private physicians of injured employees; and
 - (4) The Contractor shall serve as the medical point of contact for workers' compensation cases. The Contractor shall assist the CCO in periodic visits to the Department of Labor, Office of Workers' Compensation regional office to review long-term cases and advise management of the probability/potential for injured workers to return to work in a full or partial/limited duty status as directed by the COTR.
- 2.6.5 Standard Operating Procedures
- 2.6.5.1 The Contractor shall develop written Standard Operating Procedures (SOPs) for the Clinic, Fitness Center, and EAP.
 - 2.6.5.2 The Contractor shall manage the establishment and periodic review of these SOPs, and update as necessary.

3.0. CLIN 1 - Occupational Medical and Health Services

3.1 Occupational and Non-Occupational Injury and Illness:

- 3.1.1 The Contractor shall provide emergency diagnosis and treatment for injury and illness to LaRC Civil Service personnel, on-site contractor personnel, NASA LaRC Exchange personnel, and all other individuals who are injured or who require emergency treatment at LaRC.
- 3.1.2 The Contractor shall provide medical treatment to LaRC Civil Service personnel having an occupational injury or illness, inclusive of applicable diagnostic tests, within the capabilities of the LaRC medical facility. The Contractor shall refer patients to an appropriate local medical facility or physician for additional or supplemental treatment. The Contractor shall make initial follow up on LaRC personnel who have returned from a lost time illness or injury.
- 3.1.3 The Contractor shall provide primary diagnosis and treatment to on-site contractor and LaRC Exchange personnel who have an occupational injury or illness. Primary is defined as initial injury assessment and treatment within the immediate capabilities of the Clinic staff. Treatment beyond that is the responsibility of the individual.
- 3.1.4 The Contractor shall provide primary diagnosis and treatment to LaRC Civil Service personnel and NASA LaRC Exchange personnel who suffer a non-occupational injury or illness. Treatment shall be sufficient to enable completion of the current work shift or scheduled activities if medically appropriate. Treatment beyond the initial care for non-occupational illness or injury is the responsibility of the individual.
- 3.1.5 The Contractor shall notify the COTR when employees are referred for immediate treatment to private care facilities or physicians. The COTR shall be notified immediately if possible, but no later than the end of the day on which the patient was referred.
- 3.1.6 The Contractor shall occasionally provide emergency medical services and oversight at LaRC sites and facilities other than the Clinic. However, the primary responder is the Fire Department Emergency Medical Service (EMS) personnel. The contractor shall develop an Occupational Health Emergency Operation Plan and Continuity of Operations sub plans for Medical, Employee Assistant Program, and/or arrangement for triage services in the event of a catastrophic event (including but not limited to Pandemics, Hurricanes, Floods, Tornados and Airplane crashes). Plans are required to be coordinated and communicated with LaRC Office of Safety and Mission Assurance and other LaRC organizations as required by the COTR as well as local health department, state, defense and federal officials as required by the COTR.

3.2 Health Maintenance Examinations:

- 3.2.1 The Contractor shall provide health maintenance examinations for all NASA Langley Civil Service Employees and LaRC Exchange Employees.
- 3.2.2 The Contractor shall schedule appointments for physicals with employees to provide a 30-day advance notice of their scheduled appointment date to assure flexibility in rescheduling if circumstances dictate. The Contractor shall make every reasonable attempt to reschedule patients and shall document any issues that develop as a result of rescheduling in the monthly progress report.

3.2.3 Complete Physicals

The Contractor shall offer a complete physical examination to all LaRC Civil Service employees, LaRC Exchange personnel (note: exams for cafeteria workers are addressed in section 3.3) at three-year intervals during their birth month. The actual physical examination shall be conducted by the Contractor physician or nurse practitioner, and the Contractor shall provide or obtain and report on:

- a) Height, weight and blood pressure statistics
- b) Chemistry, hematology, urinalysis results
- c) Pelvic examination (including Papanicolau's stain) and breast examination (for women) and PSA chemistry (for men age 45 and older)
- d) Discussion of findings with the patient
- e) A narrative of the examination results summarizing the state of the employee's health. This narrative shall note any conditions which warrant further attention by employee's physician. The Contractor shall provide a copy of this report to the patient.
- f) A sigmoidoscopy (for patients age 50 and above) and treadmill evaluation (for patients age 40 and above) at the request of the patient
- g) EKG test at the request of the patient (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).
- h) The Contractor shall perform physicals in accordance with NPR 1800.1C, Any other routine tests and procedures warranted by medical circumstances given the employee's age, gender, and/or risk factors, the frequency of which may be shortened based upon these factors.

3.2.4 Limited or Partial Physicals

3.2.4.1 The Contractor shall offer a partial physical examination to all LaRC Civil Service employees (approximately 1950) and LaRC Exchange Personnel (note: exams for cafeteria workers are addressed in section 3.3). The Contractor shall

offer limited or partial physicals in the interim years that consist of the following components:

- a. Partial physical, including examination and interim history
- b. Vital signs
- c. Fasting blood chemistry profiles
- d. Urinalysis
- e. Hemocult test
- f. Testicular examination annually for males over age 40
- g. Pelvic and Pap tests and breast exams for females
- h. Prostate examinations annually for males over age 50
- i. Follow-up and monitoring of abnormal findings detected as a result of NASA health maintenance examinations within the scope and schedule that follows:
 1. Hypertension: Offer blood pressure evaluation and referral, as well as consultation with their private physician until adequate therapeutic control has been established.
 2. Hyperlipidemia: Offer quarterly review with referral to and consultation with their private physician until adequate therapeutic control has been established.
 3. Substance Abuse Problems: Provide counseling and/or referral to EAP for employees where possible substance abuse is suspected through medical observation, interview or supervisor recommendation.
 4. Other Conditions: Conduct follow-up and interim medical histories of employees having conditions requiring treatment by their private medical provider.
- j. Additional tests and procedures, including, but are not limited to, EKG, x-rays, blood test, hypertension, hyperlipidemia, prostate, Pelvic and Pap tests, and testicular tests may be performed based upon the employee's age, gender, general physical condition and/or risk factors consistent with standard medical practice.

3.2.5 Physical Exam Distribution

3.2.5.1 A copy of the examination and test results shall be provided to the employee. Employees shall be given the option of discussing their test results in person or having the test results mailed to them on Center. The results shall be mailed only at the patient's written request and acknowledgement they do not wish to discuss the examination and test results with a physician/nurse practitioner.

3.3 Occupation Related Examinations

The Contractor shall provide other examinations for NASA LaRC Civil Servants and Exchange employees as listed below:

3.3.1 Occupation related examinations including, but not limited to, pre-placement, surveillance, job certification, special purpose and other examinations as medically necessary, that meet the requirements of the NASA Occupational Health Program Procedures, NPR 1800.1, Occupational Safety and Health Administration (OSHA), Federal Aviation Administration (FAA), Department of Transportation (DOT), American National Standards Institute (ANSI), Nuclear Regulatory Commission (NRC), NASA standards and other regulatory agencies.

3.3.2 Safety, eye, and hearing examinations in accordance with NPR 1800.1C imposed surveillance protocols.

3.3.3 Eye test, hearing test, and physical examination as appropriate upon civil servant medical disability retirement or separation (upon written direction of the COTR)

The Contractor shall utilize the National Institute for Occupational Safety and Health NIOSH criteria documents as guidelines for medical surveillance of exposed personnel, in the absence of a regulatory or a NASA standard. The Contractor shall coordinate with the Safety/Industrial Hygiene Officer to take appropriate corrective action following the receipt of alerts relative to newly recognized health hazards, carcinogens, mutagens, etc.

3.4 Foreign Travel:

The Contractor shall provide employees engaged in international travel for the Agency with a pre-travel physical assessment and counseling, required immunizations, and an appropriate travel kit as provided by NASA Occupational Health policy, guidance, and procedures. Although not a travel requirement, the Contractor shall provide post-travel counseling at the request of civil servant employees, as well as other immunization shots within the capabilities of the Clinic.

3.5 Administration of Medications

The Contractor shall administer treatments and medications, the latter supplied by the employee, within the capabilities of the Clinic and upon written request of the personal physician. Provisions in this section shall apply to LaRC Civil Service personnel and LaRC Exchange personnel only.

3.6 Employee Assistance Program (EAP)

The Contractor shall provide and manage the Employee Assistance Program (EAP). The EAP shall assist all LaRC Civil Service employees and LaRC Exchange Personnel. 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 supervisor or self-referrals. The Contractor shall provide program services to employee's family members who have alcohol or drug abuse problems. 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.

3.6.1 The Contractor shall provide services which meet the provisions of NPD 1830.1B and NPR 3792.1B located on the LaRC LMS web site at <http://lms.larc.nasa.gov/index.cfm>. All persons providing EAP services shall be fully licensed by the State of Virginia to provide counseling and rehabilitative services consistent with the NASA Occupational Health program goals.

3.6.2 As a minimum the Contractor shall provide the following:

3.6.2.1 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-referral, supervisory referral, Health Unit referral or EAP Program Manager referral. 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.

3.6.2.2 The Contractor shall have an association with, and access to, a hospital, detoxification/care unit, and other appropriate community resources.

3.6.2.3 Counseling shall not exceed 5 visits per problem, per employee or family member, for short-term counseling. The number of visits shall be determined on a case-by-case basis by the counselor. While visits may exceed the maximum number in unusual cases, approval must be obtained from the COTR as recommended by the Office of Human Capital Management, Management Employee Relations Program Manager, and the counselor's recommendation.

3.6.2.4 The Contractor shall participate on committees and in meetings at the request of the COTR to clarify and promote the objectives of the EAP.

3.6.2.5 The Contractor shall provide training and information seminars to management or employee groups on subjects related to the goals of the EAP upon prior approval of the COTR.

3.7 Physical Fitness Program

The Contractor shall develop and administer a comprehensive fitness assessment and maintenance program as prescribed in Langley Policy Directive (LAPD) 1800.2 located on the LaRC web site at <http://lms.larc.nasa.gov/index.cfm>. 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, their family members, and NASA retirees.

3.7.1 Fitness Center Membership:

The Contractor shall establish and maintain LaRC Fitness Center membership records, cards and programs as required by this Section of the SOW. The Contractor shall only permit current Fitness Center members to utilize the Fitness Center. The Contractor shall require Fitness Center members to present a current membership card upon entry. The Contractor shall grant Fitness Center membership as follows:

3.7.1.1 LaRC Civil Servants: LaRC Civil Servants, Exchange Employees, and military personnel assigned to work at LaRC shall be granted membership to the Fitness Center. The COTR shall determine if such membership is to be granted free of charge. The contractor shall require applicants to complete an application and if an individual has an increased health risk factor present, evidence of medical clearance to participate in a physical exercise program, either from the health clinic and / or from their private physician that specifies limitations, must be provided. The Contractor shall require members to update their medical clearance every three years. The Contractor shall issue membership cards and maintain records for all members of the Fitness Center.

3.7.1.2 Other Users: The Contractor shall ensure membership and fees are up to date and shall enforce the rules of the Fitness Center. The rules are located at:

<http://larc-xchange.larc.nasa.gov/exchange08/fitnessCenter/index.html>

LaRC contractor personnel, Civil Service retirees, their approved (by the COTR) family members and guests, individuals serving under a LaRC Intergovernmental Personnel Act (IPA), Memorandum of Agreements, grant personnel, LARSS Students, and individuals serving under formal programs administered by the LaRC Office of Education may use the Fitness Center. Fees will be set and collected by the LaRC Exchange Council. The Contractor shall ensure applicants under Section 3.7.1.2 complete an application and present evidence of medical clearance to participate in a physical exercise program from their private physician. The Contractor shall obtain all forms from the LaRC Exchange Store. Any

required medical examinations must be obtained outside LaRC at the individual's expense or provided as a fee-for-service under section 5.0 of this contract. The Contractor shall ensure all participants update their medical release every three years. Membership cards for the groups listed in Section 3.7.1.2 will be issued by the LaRC Exchange Store upon receipt of all required paperwork and clearances. The Exchange will provide the original medical release form to the Contractor.

3.7.2 Operation:

The Contractor shall perform the following functions in support of the program:

3.7.2.1 The Contractor shall monitor and report on usage of the Fitness Center facility and ensure that access is granted only to those individuals with valid and current LaRC Fitness Center membership cards in accordance with the provisions of Section 3.7.1.

3.7.2.2 The Contractor shall provide members orientation on the proper use of all exercise equipment, advice on proper exercise attire, and supervision to ensure that exercise is performed properly and safely.

3.7.2.3 The Contractor shall establish a health fitness screening program for members and monitor members' progress toward their desired goals.

3.7.3 Hours of Operation:

The Contractor shall operate the Fitness Center between 6:00 a.m. to 7:00 p.m. Monday through Friday, Federal holidays excluded. On the day before the Christmas and New Year's holidays, the hours of operation shall be between 6:00 a.m. to 3:30 p.m.

3.7.4 **Program Goal**

3.7.4.1 A well-established Physical Fitness Program will help maintain optimal employee health on and off the job, as well as encourage healthful work habits. NASA's goal towards achieving a workforce that is healthy and productive will be met through the following objectives:

3.7.4.1.1 Information sharing and education through a variety of venues including pamphlets, newsletters, health screenings, lectures and personal training, with the underlying message that optimal health and fitness are achievable, in part, through regular physical exercise and screenings for early detection of disease.

3.7.4.1.2 Collaboration and integration of the Fitness Center’s program with all other aspects of NASA’s Occupational Health Program such as, environmental health, medicine, nutrition and rehabilitation services.

3.7.4.1.3 The Contractor shall provide aerobics, weight training, pilates, yoga, and other fitness related classes as determined by a needs assessment survey and health risk factors of Center personnel during the operating hours of the Fitness Center. Programs shall allow for maximum participation and be consistent with health and wellness programs that promote individual health and wellness as defined in NPR 1800.1. Group classes will be free of charge for LaRC civil servants and LaRC Exchange personnel. A fee schedule for individuals in Section 5 will be provided by the COTR.

3.7.4.2 Fitness services shall be compatible with the standards promulgated by the American College of Sports Medicine. The fitness facility shall be supervised by trained and certified professionals and monitored during all hours of operation. These services include, but are not limited to:

3.7.4.2.1 Development of individual and group programs based on emerging national level trends, as well as Center driven data.

3.7.4.2.2 Implementation of exercise prescriptions as ordered by the Occupational Medicine Program Clinic.

3.8 Maintenance of Facilities and Equipment

The Contractor shall ensure all medical related, Fitness Center, and emergency equipment on Center and all facilities are maintained in good working order as follows:

3.8.1. The Contractor shall ensure routine upkeep and management of the medical facilities, as well as maintenance and upkeep of medically related equipment (e.g. AEDs, x-ray machines, and other equipment included in list of equipment within this contract) on Center in accordance with applicable NASA occupation health and medicine laws, directives, policies and procedures.

3.8.2. The Contractor shall conduct, upon the direction of the COTR, periodic assessments of the condition of the facilities and equipment associated with the Clinic and the Fitness Center and recommend changes that would contribute to the effectiveness of operations.

- 3.8.3 The Contractor shall incorporate information concerning the above in the monthly progress report in accordance with contract Exhibit B, Contract Documentation Requirements.
- 3.8.4 The Contractor shall be responsible for maintenance of the physical fitness facility in a safe and aesthetic manner, including all exercise and emergency equipment.
 - 3.8.4.1 The Contractor shall perform minor maintenance of the Fitness Center exercise equipment, which includes, but is not limited to, lubricating chains on exercise bicycles, tightening loose bolts and screws, repairing upholstery tears with patches.
 - 3.8.4.2 The Contractor shall recommend new equipment purchases after researching safety and effectiveness.
 - 3.8.4.3 The Contractor shall maintain the general cleanliness of the Fitness Center and the equipment, and shall sanitize the Fitness equipment throughout the day.
- 3.8.5 The Contractor shall provide a Medical Waste Management Plan to insure proper handling of all medical/bio-hazard waste for the Clinic and other Fitness facilities.
 - 3.8.5.1 Types of bio-hazardous waste generated and/or handled on Center include, but are not limited to:
 - 3.8.5.1.1 Cultures and stocks of infectious agents and associated biological waste, including laboratory waste, biological production wastes, vaccines, and related devices.
 - 3.8.5.1.2 Liquid human waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids.
 - 3.8.5.1.3 Pathological waste including human organs, tissues, body parts other than teeth, and fluids removed by trauma or during emergency treatment or other medical procedure.
 - 3.8.5.1.4 Sharps, which means needles, syringes, scalpels, intravenous tubing with needles attached; any item that is sharp enough to penetrate the skin and is contaminated with potentially infectious material.

3.8.5.2 The management and disposal of biohazardous waste is the responsibility of the Contractor and shall comply with NASA and OSHA policies, and the Virginia regulated Medical Waste Management regulations 9VAC20-120. All management and disposal procedures are to be included in the Medical Waste Management Plan to show compliance.

3.8.5.2.1 The Contractor shall package, contain, and store all biohazard waste in a manner that prevents and protects the medical waste from release at the producing facility at any time before ultimate disposal.

3.8.5.2.2 The Contractor shall label all primary containers (other than approved biohazard bags) used for medical waste collection, storage and disposal with a biohazard symbol, or the words "Medical Waste", or "Pathological Waste" in letters not less than one inch high. The preferable background color of all primary containers is red or fluorescent orange (e.g., biohazard bags).

3.8.5.3.3 The Contractor shall plan, schedule, and arrange for all approved bio-medical waste containers and all waste removal by a certified bio-hazard waste management firm.

4.0 CLIN 2- Special Services:

In support of Occupational Health Programs, the Contractor shall provide the services as described below on a cost-reimbursement basis. All providers shall be fully licensed and possess appropriate and current certifications.

4.1 Optician Services

The Contractor shall provide an optician on-site at LaRC bi-weekly for a block of four hours. The optician shall assist Civil Service employees with minor repairs to glasses to include proper fitting of safety glasses. The optician shall provide prescription safety glasses to eligible civil service employees and other authorized patrons on a reimbursable basis.

4.2 Ophthalmology Services

The Contractor shall provide for complete ophthalmic examinations for all eligible Civil Service employees entering and leaving the laser programs and such other employees as requested by the COTR.

4.3 Radiology Services

The Contractor shall provide services by currently licensed technologists for the reading of films, and pickup and delivery of films. In addition, the Contractor shall ensure that monthly maintenance of the X-Ray equipment is performed by qualified technicians.

4.4 Clinical Laboratory Services

The Contractor shall provide for clinical laboratory services, in order to effectively support of the Occupational Medicine Program. The Contractor shall ensure laboratory services are provided by experienced American Society of Pathologists (ASCP) or equivalent technologists. The Contractor shall ensure Laboratory specimens are picked up at the LaRC Clinic daily and the printed results returned to LaRC electronically.

4.5 Medicines and Medical Supplies

4.5.1 The Contractor shall provide all medications and medical supplies necessary to operate the Occupational Medicine Program as described in this SOW. This shall include, but is not limited to, serums for influenza, tuberculosis and other covered immunizations and inoculations, syringes, bandages and adhesives, collection containers, test strips, isopropyl alcohol and the like. The Contractor shall also provide audiometer tapes and other recording media required to operate Clinic diagnostic equipment and chemicals and films required by the X-ray machine. The Contractor may purchase medicines and medical supplies using General Services Administration (GSA) schedules whenever it is in the best interest of the Government. The Contractor shall purchase only those medicines and medical supplies necessary for effective operation of the Clinic.

4.5.2 The Contractor shall maintain sufficient stock of medications and supplies to effectively operate the Clinic and the Fitness Center.

4.6 Medical Specialists and Experts

4.6.1 Upon the request of the COTR, and with the prior written approval of the Contracting Officer, the Contractor shall 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. Types of Occupational Health Specialists include, but are not limited to: Toxicologists, Cardiologists, Radiologists, Ophthalmologists, Psychiatrists, Pathologists, Dentists, Otolaryngologists, Internists, Audiologists, Dieticians, Laboratory Technicians, and Sports Physiologists.

4.6.2 The Contractor shall, upon request of the COTR, provide for training and other services from community (e.g. AED/CPR training) or other organizational entities

that do not exist within the expertise and/or capability of the current staff as provided under this SOW.

4.7 Emergency Services Outside Normal Working Hours

- 4.7.1 The Contractor shall provide diagnosis and treatment outside of normal Clinic operating hours when requested by the COTR in cases of emergencies, such as significant facility accidents or other major events where injuries are present.
- 4.7.2 As part of their Occupational Health Emergency Operation Plan and Continuity of Operations sub plans for Medical and Employee Assistance, the Contractor shall develop a plan to manage initial triage of multiple patients. The primary purpose of the plan shall be to handle multiple patients at the health unit but the plan shall be capable of handling field situations. The Contractor shall develop plans for handling potentially contaminated patients who walk into the Health unit and for the treatment of these patients.
- 4.7.3 The Contractor shall conduct quarterly emergency drills and mock codes at the health unit and Fitness Center.

5.0 CLIN 3 - Additional Medical and Health Services:

CLIN 3 will consist of two programs: the Reimbursable Services Program and the Fee for Service Program.

5.1 Reimbursable Services Program

All occupational protocol related examinations and health services for other authorized patrons (defined as NASA contractors, grant personnel who are non-civil servants having a permanent NASA identification badge) shall be provided on a reimbursable basis to recoup costs to the Government.

5.1.1 Occupational Related Examinations

The Contractor shall provide other reimbursable examinations for authorized patrons as specified in 5.1 on a reimbursable basis to meet NASA protocol requirements as specified in NPR 1800.1. Examinations include safety, eye, and hearing examinations based on NASA imposed protocols as identified in NPR 1800.1. The Contractor shall establish and provide a fee structure to the COTR on an annual basis, which will be incorporated by reference into the contract in Section B.3.

- 5.1.1.1 The Contractor shall provide on a reimbursable basis to other authorized patrons pre-travel physical assessment and counseling, required

immunization shots, and appropriate travel kit, with a dollar for dollar credit to the cost of this contract.

5.1.1.2 The Contractor shall provide and manage the Employee Assistance Program (EAP) for other authorized patrons on a reimbursable basis. 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 supervisor or self-referrals. The Contractor shall provide program services to employee's family members who have alcohol or drug abuse problems. The Contractor shall maintain the program with a goal of restoring the employee to an acceptable work performance level and assisting employees work through personal crisis.

5.1.1.3 The Contractor shall collect funds for reimbursable services for all authorized patrons as specified in 5.1 for expenses incurred providing protocol physicals, eye examinations, hearing examinations, and shall provide copies of all invoices with monthly reports for the base year as required by Exhibit B, Contract Documentation Requirements. The Contractor shall maintain a separate cost/expense report as defined in Exhibit B, to account for funds on a monthly basis, for all other authorized patrons examinations. Reimbursement for the base year shall be based upon a dollar for dollar credit to the cost of this contract for all contractor examinations performed to off-set labor, materials, lab test, and supplies. In subsequent contract years, reimbursement to the cost of the contract shall be made monthly based on the previous year's historical monthly average of physicals provided to other authorized patrons. The Contractor shall provide an annual report of actual proceeds from reimbursable physicals provided to other authorized patrons for each contract year as defined in Exhibit B.

5.2 Fee for Service Program

Drug and Alcohol testing and additional medical and health examinations, tests, and services as described in the below paragraphs for civil servants and other authorized patrons (defined as NASA contractors, grant personnel who are non-civil servants having a permanent NASA identification badge) shall be provided on a 50% share ratio between the Government and the Contractor. The government's b(4) share shall consist of all CLIN 1 and CLIN 2 costs that are expended in the performance of the program, and b(4) of the Contractor's mark-up.

5.2.1 Drug & Alcohol Testing

The Contractor shall provide to other authorized patrons, as specified in 5.1, Drug and Alcohol (D&A) testing on a reimbursable basis with concurrence from their employer. The Contractor shall provide credits to the contract with a 50% share ratio between the Government and the Contractor. The government's b(4) share shall consist of all CLIN 1 and CLIN 2 costs that are expended in the performance of the program, and b(4) of the Contractor's mark-up.

5.2.2 Non-Emergency Medical and Health Services & Programs:

5.2.2.1 The Contractor shall provide initial diagnosis and treatment to other authorized patrons, as specified in 5.1, who suffer a non-occupational injury or illness with concurrence of their employer. Treatment shall be sufficient to enable completion of the current work shift or scheduled activities if medically appropriate. Treatment of the initial and follow on care for non-occupational illness or injury is the responsibility of the individual. The contractor shall establish a fee structure for all such services. The payment shall be arranged between the contractor and the individual with credit to the contract with a 50% share ratio between the Government and the Contractor. The government's b(4) share shall consist of all CLIN 1 and CLIN 2 costs that are expended in the performance of the program, and b(4) of the Contractor's mark-up.

5.2.2.2 Depending upon need and non-availability of services, the Contractor may arrange for additional medical or physical tests with off-site certified and licensed service providers (i.e. laboratories, mammogram, eye, hearing, massage therapy, fitness instruction) or as approved in writing by the COTR. Such services shall be offered at an additional charge to NASA civil servant employees and other authorized patrons based on fee for service. The Contractor shall provide and maintain a current list with prices of optional medical services to be offered on a reimbursable basis. The Contractor shall provide credit to the contract with a 50% share ratio between the Government and the Contractor. The government's b(4) share shall consist of all CLIN 1 and CLIN 2 costs that are expended in the performance of the program, and b(4) of the Contractor's mark-up.

6.0 Metrics

NASA LaRC shall use the following criteria to assess the effectiveness of the Contractor's performance of this contract.

- 6.1 The Contractor contacts employees to schedule their physicals 30 days in advance of their birth date.
- 6.2 The Contractor notifies the COTR within two working days of any facility or equipment issue, which could impact the delivery of services, and gives alternatives when practical.
- 6.3 The Contractor returns all policies, operating instructions and other guidance material that the COTR sends to the Contractor staff for comment by the date specified in the COTR's request.
- 6.4 The Contractor provides advice and/or recommendations to the COTR related to medical issues affecting the health and well being of the LaRC staff that is consistent with good medical practice and is received in sufficient time for the COTR to initiate corrective action if necessary.
- 6.5 The Contractor maintains adequate and qualified staff as required by the SOW.
- 6.6 The Contractor shall disseminate an Employee Satisfaction Survey Card (**Attachment V**) to every service recipient. The Contractor shall report negative feedback to the COTR immediately **and develop** a corrective action plan for COTR review and approval within 2 working days.

SOW Glossary

1. American Society of Pathologists (ASCP)
2. Automated External Defibrillator (AED)
3. Center Medical Officer (CMO)
4. Compensation Claims Officer (CCO)
5. Certificate of Interpretation (CI)
6. Certificate of Transliteration (CT)
7. Contract Line Item Number (CLIN)
8. Contracting Officer's Technical Representative (COTR)
9. Drug Enforcement Agency (DEA)
10. Drug and Alcohol (D&A)
11. Emergency Medical Service (EMS)
12. Employee Assistance Program (EAP)
13. Federal Aviation Administration (FAA)
14. General Services Administration (GSA)
15. Langle Management System (LMS)
16. Langle Policy Directive (LAPD)
17. Langle Research Center (LaRC)
18. Masters Comprehensive Skills Certificate (MCSC)
19. NASA Policy Directive (NPD)
20. NASA Procedural Requirements (NPR)
21. Occupational Health Manager (OHM)

Exhibit B – CONTRACT DOCUMENTATION REQUIREMENTS

1. Monthly/Annual Progress Report: The Contractor shall submit a monthly progress report summarizing work progress. The following specific information shall be included:

A. Occupational Health

The Contractor shall provide a statistical summary of the activities of the clinic and Fitness Center each month and a year-to-date status. The report will also identify significant and Key issues with the operation of the clinic and Fitness Center and summaries of the progress made on previous issues raised if appropriate.

B. Employee Assistance Program (EAP)

The Contractor shall provide a monthly statistical status report of activities associated with the EAP program. The statistics shall include but are not limited to: counseling sessions, type of problem identified, referrals to other providers, average length of time of the cases, number of new cases, number of office visits, occupational categories of referrals, number of training sessions and workshops conducted and any other statistical information requested by the COTR. This report will be categorized by employee or family; be provided for the current month and year-to-date.

C. Facility and Equipment Maintenance

The Contractor shall provide a summary of the work performed in the area of facility and equipment maintenance and repair.

D. Reimbursable and Fees for Services

1. The contractor shall provide a monthly and annual report detailing reimbursable services for all protocol physicals provided for the previous month detailing fees for services rendered to NASA contractors and other authorized reimbursable individuals. The report shall detail total funds collected for each service along with the amount and percentage of credit to the contract for the period.
2. The contractor shall provide a monthly and annual fee for service report for financial income, expenses and profit/loss report for all other non-protocol physical services, including, but not limited to health maintenance examinations, Drug and Alcohol testing, Fitness instruction, exercise classes, and/or other medical services (all exams, lavatory work, etc.) provided to authorized reimbursable users of the clinic. Expenses include but are not limited to training and license cost, medical expenses, labor cost, and depreciation as well the amount retained by the contractor as an incentive for providing such services.

E. Metrics

The report shall include how the Contractor performed in relation to the metrics set forth in the Statement of work. This report shall be submitted **within 10 calendar days following the end of the reporting period.**

1. Occupational Health Emergency Operation Plan: The contractor shall submit an Occupational Health Emergency Operation Plan with Continuity of Operations sub plans for Medical and Employee Assistance to be activated and utilized in the event of emergency operations. The plan shall include, but not be limited to operational preparation, deployment, continuity operations and recovery, procedures to maintain communication with major points of contacts, emergency notification procedures for medical clinic, fitness and employee assistances, and limited staffing emergency operations in the event the center is closed for events that include, but are not limited to unforeseen events, accidents, natural disasters and pandemic. **Plan shall be submitted within 30 days of award, and updated as necessary.**

3. Safety and Health Plan and Safety Reports: The Contractor shall submit a Safety and Health Plan and Safety reports to the LaRC Safety and Facility Assurance Office. The Safety and Health Plan shall be updated and submitted annually. The safety reports **shall be submitted on a quarterly basis.** The Safety Report shall include the hours worked on the contract and the number of fatalities, lost time cases, OSHA recordable incidents and first aid cases which have occurred during the past quarter (if less than ninety days, during the contract's period of performance). NOTE: The NASA LaRC Safety and Facility Assurance Branch (SFAB) has developed a web-based system entitled Contractor Monthly Accident Reporting (CMAR) located at <http://cmar.larc.nasa.gov/login.cfm> If you choose to submit your information electronically via CMAR, no additional hard-copy reports are required. Please contact the responsible NASA official identified at the site for additional information regarding access to the system.

4. Notice of Violation Response: The Contractor shall respond to any Notice of Violation (NOV) issued for safety violations to the prime itself or its Subcontractors within three working days of issuance. The response should include cause for violation; mitigation of impact, if applicable; planned prevention of recurrence. Response shall be submitted to the issuer of the NOV.

5. Information Technology (IT) Security Plan: The Contractor **shall submit within 30 days of award, and updated annually thereafter,** their IT Security Plan, Risk Assessment and FIPS 199 required by contract clause NFS 1852.204-76, "Security Requirements for Unclassified Information Technology Resources for Contracting Officer Approval".

6. Annual IT Security Training Report: The purpose of this report is to obtain confirmation that IT security training for contractor employees required under paragraph b(4) of NFS clause 1852.204-76, "Security Requirements for Unclassified Information Technology Resources", has

been completed by all individuals required to do so. NASA requires that this annual training be completed by 100% of the appropriate employees **no later than June 30 each year**. Accordingly, a report that includes the information listed below shall be submitted to the Contracting Officer no later than June 30 of each calendar year, so long as the period of performance of the contract has not expired prior to June 30th.

Report Content: (1) the number of employees requiring IT security training in accordance with the contract clause (i.e., in accordance with NPR 2081.1 "Nondiscrimination in Federally Assisted and Conducted Programs", which requires such training for all "employees who have access to NASA computer systems and networks that process, store, or transmit information"); (2) the number of those employees in item (1) that have completed the annual training as of June 30th; (3) whether the NASA on-line training system was used (use of the NASA on-line system is optional); and (4) a plan of action with milestones to reach 100% in item (2) if that level has not been achieved by June 30th.

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

8. Reimbursable Services Fee Structure: The contractor shall submit an annual updated fee structure to the Contracting Officer, IAW SOW 5.2 Occupational Related Examinations, **no later than 15 days after date of contract award**.

9. Conformable Wage Rate Agreement: **Within 15 days after the effective date of the contract**, the Contractor shall submit a report confirming conformable rate agreement as this subject is addressed in the clause entitled "Service Contract Act of 1965," for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not list in Exhibit B.

10. Quality Plan: The Contractor shall **submit within 30 days of contract award** a quality plan that addresses how the contract quality requirements will be met. The plan and subsequent revisions, as necessary due to changed conditions, will be reviewed and approved by the Contracting Officer or his designated representative.

11. Medical Waste Management Plan: The Contractor shall submit their plan to the Environmental Office for review and approval by the Environmental Manager, **within 2 weeks from date of award**.

12. Federal Contractor Veterans Employment Report: In compliance with Clause 52.222-37, "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans", the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

13. Evidence of Insurance: The Contractor shall submit evidence of the insurance coverage, required by the Section I, NFS Clause 1852.228-75, "Minimum Insurance Coverage", (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer **prior to performing under this contract**. The Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under any options exercised, if applicable.

14. Staffing Plan: The Contractor shall submit updated staffing plans to the Contracting Officer **as necessary**.

15. On and Near-Site Staffing Report: The contractor shall submit a report which includes the number of on-site and near-site Work Year Equivalent (WYE's) performing work on the contract, broken down by skill category. An initial report shall be submitted within **30 days** from the effective date of the contract. Subsequent updated reports **are due quarterly, on the first day of January, April, July and October**.

These reports shall be e-mailed to the following: contractorwye@larc.nasa.gov . The subject line for the e-mail should be "Contractor WYE".

"On-site" WYE's include the time worked by prime contractor and Subcontractor employees on this contract whose primary duty station is on-site at Langley Research Center, whether such employees charge direct or indirect in the contractor's or Subcontractor's accounting systems (e.g., management and administrative staff may charge their time to an "indirect" account, but the time worked by such individuals shall still be counted in the on-site WYE).

"Near-site" WYE's include the time worked by prime contractor and Subcontractor employees on this contract whose primary duty station is within 50 miles of LaRC, whether such employees charge direct or indirect in the contractor's or Subcontractor's accounting systems. Work performed on local college campuses shall not be considered "near site" WYE's.

The contractor shall use the number of hours in its productive work year to compute the number of WYE's to be reported.

The contractor shall break out the On-site and Near-site WYE by skill category using the following categories: Scientist, engineer, technician, administrative professional, and clerical.

16. Estimate of Percentage of Recovered Material Content for EPA Designated Products: In compliance with Clause I.8, Estimate of Percentage of Recovered Material Content for EPA Designated Products (FAR 52.223-9), the Contractor shall provide an report to the Environmental Management Office (EMO) in response to the EMO annual data call, detailing the percentage of the total recovered material used in contract performance including, and if applicable, the percentage of postconsumer material content.

17. Virginia and Local Sales Taxes: In accordance with Section I.4, **within 30 calendar days** after the effective date of the contract, the Contractor shall submit a copy of the letter sent to the Virginia State Tax Commission and a copy of the subsequent response.

DOCUMENT DISTRIBUTION REQUIREMENTS

(a) Unless otherwise specified elsewhere in this contract, reports and other documentation may be submitted via electronic distribution (e-mail). Hardcopy documents shall be submitted by F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration Langley Research Center
Attn: **See Below** Mail Stop: **See Below**, Contract:NNL10AA09C, Hampton, VA 23681-2199

(b) The following letter codes designate the recipients of reports and other documentation which are required to be delivered via e-mail or prepaid to Langley Research Center by the Contractor:

- A. Michael T. Stubbs, Contracting Officer, Mail Stop 126
- B. Randy B. Cone, Contracting Officer's Technical Representative, Mail Stop 174
- C. Mission Assurance Branch, Mail Stop 305
- D. Contractor Labor Relations Officer, Mail Stop 144
- E. On and Near-Site Staffing Report, contractorwye@larc.nasa.gov
- F. Langley Management System (LMS) Project Office, Mail Stop 218
- G. Environmental Management Team, Mail Stop 213
- H. Center Information Technology Security Manager (CITSM), Mail Stop 164
- I. According to instructions on form

(c) The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

LETTER CODE AND DOCUMENT: DISTRIBUTION

DISTRIBUTION REQUIREMENTS		
Document Letter	Document	Distribution Code and Quantity
1	Monthly and Annual Technical Letter Progress Report	A-1, B-1
2	Occupational Health Emergency Operation Plan	A-1, B-1
3	Safety and Health Plan (Annual); Safety Reports (Quarterly)	C-1
4	Notice of Violation Responses	C-1
5	Information Technology (IT) Security Plan	A-1, B-1, H-1
6	Annual IT Security Training Report	H-1
7	Collective Bargaining Agreements	A-1, B-1, D-1
8	Reimbursable Services Fee Structure	A-1
9	Conformable Wage Rate Agreement	A-1, B-1, D-1
10	Quality Plan	A-1, B-1, F-1
11	Medical Waste Management Plan	G-1
12	Federal Contractor Veterans Employment Report (VETS-100)	I
13	Evidence of Insurance	A-1
14	Staffing Plan	A-1, B-1
15	On and Near-Site Staffing Report	E-1
16	Estimate of Percentage of Recovered Material Content for EPA Designated Products	G-1
17	Virginia State and Local Taxes	A-1

- (d) When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.
- (e) The Contractor shall submit (2 copies) to the Contracting Officer a complete rollup of all documentation submitted during the previous contract year, in accordance with this Exhibit, on a Microsoft Windows XP professional compatible CD or DVD.

MEDICAL ITEM	MANUFACTURER	ECN	MODEL	SERIAL	LOCATION Bldg 1149, in rooms below
VISION & SPIROMETRY					
Titmus II-S Vision Tester	Titmus Optical, Inc.		2-S	CS57989	122
Spirometer	ndd Medical Technologies		EasyOne201		116
Calibration syringe (3L)	Hans Rudolph, Inc.		5530	553-25819	116
AUDIO TESTING EQUIPMEN					
Audio testing booth			IAC Inc		115
Bio-Acoustic Simulator	Benson Medical Instruments		BAS-200	2324	115
Audiometer	MAICO	1883740	MA800	38670	115
EKG EQUIPMENT					
Pagewriter 300pi EKG	Agilent	2009067	M1770A	CND4749540	124
EKG Machine	Burdick	3048011	Atria 3000	E13806-00239	124
VITAL SIGNS & SCALES					
Temp Plus II	IVAC Corporation		2080A		108
Balance Scale	Health-O-Meter	C00645			115
Vitals Monitor (2)	Welch Allyn Spot w pulse oxim		5200-101A		107 & 124
Vitals Monitor	Welch Allyn Spot BP only		5200-101A		108
Electronic Scales	Detecto		758C		124&108
Aneroid BP gauge (2)	Moore Medical			17893 19845	128
LAB EQUIPMENT					
Clinitek urine analyzer	Bayer Corporation			6510A150816	129

STRESS TESTING SYSTEM					
Treadmill	Quinton	2107236	Qstress		108
Printer	Printrex		MP200-115	115-11356	108
BP Monitor	Quinton		412	202278	108
TM Monitor	Quinton	2107237	QStressTM55		108
EMERGENCY EQUIPMENT					
Defibrillator	Medtronic LifePak 12	1613354	LifePak12	40239	106
Suction Unit	Laederal Medical Corporation		88 00 20	PL1003202	108
Oxygen Flow Meter	Veriflo			2438411	106
Oxygen Flow Meter	Puritan			6526100	108
MISC.					
Hydrocollator	Chattanooga Group, Inc.		E-1	128568	106
Ultrasonic Cleaner	L&R Ultrasonics		Quantrex140		106
RADIOLOGY					
X-Ray Machine	Picker		GX300R		105
Collimaster-A	Picker			117906FG	105
X-Ray film processor	Kodak RP X-Omat				105

Fitness Item	Manufacturer	ECN	Model #	Serial #	Location Bldg. 1222B Room #
Back Extension	Eagle by Cybex		4208	4208M12F136	104
Fly Machine	Life Fitness		PSFLYSE	PSFLYSE003712	104
Chest Press	Eagle By Cybex	Nasa A027099	4015	4015M09D157	104
Pullover Machine	Eagle By Cybex		No Information	No information	104
Arm Curl	Eagle By Cybex		4040	4040M02E047	104
Tricep Extension	Eagle By Cybex		4035	4035M01E026	104
Shoulder Press	Eagle By Cybex		4025	4025M01E033	104
Lateral Raise	Eagle By Cybex		No information	No information	104
Lat Pulldown	Eagle By Cybex		4005	4005M02E040	104
Rowing	Eagle By Cybex		4010	4010K152911	

Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
Leg Extension	Eagle By Cybex		4107	4107M02E056	104
Prone Leg Curl	Nautilus		No Information	No Information	104
Seated Leg Curl	Life Fitness		PSSLC	PSSLC000318	104
Seated Leg Press	Life Fitness		No Information	No Information	104
Multi Hip	Eagle By Cybex		4121	4121K180511	104
Smith Press	Eagle By Cybex		No Information	No Information	104
Rotary Torso	Nautilus		No Information	No Information	104
Nitro Abdominal	Nautilus		No Information	No Information	104
Chin/Dip Assist	Hoist		HD2100	06-02-003752	104
Personal Pulley	Hoist		HD1900	06-02-002563	104

Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
Peak Pilates Reformer	Life Fitness		PPS01000002	PPS01050506000188	104
Access Trainer	Hoist		480	06-01-001591	104
Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
True Stretch	True		800SSCLUB*	06-SS0740A*	104
Dumbell Rack	Hoist		No information	No information	104
Dumbell Rack	Universal		301089	0000085117	104
Small Rack	Stamina		10-0025	050CT00578	104
Dumberll Rack	Body Solid		No Information	No Information	104
Hyperextension	Universal		992672	0000128796	104
Leg Raise	Universal		099850	000127756	104
Adjustable AB Bench	Hydra Gym Athletics		No Information	21582	104

Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
Adjustable AB Bench	Hydra Gym Athletics		No Information	21583	104
Decline Bench	Nautilus		F2AD	F2ADXXC30165	104
Preacher Curl Bench	Body Solid		No Information	No Information	104
Preacher Curl Bench	Unknown		No Information	No information	104
Incline Bench	Unknown		No Information	No Information	104
Incline Bench	Tuff Stuff		No Information	No Information	104
Shoulder Press Bench	Icarian		No Information	007800	104
Small Flat Bench	Unknown		No Information	No Information	104
Large Olympic Flat Bench	Unknown		No Information	No Information	104
Incline Bench	Universal		No Information	No Information	104
Dip Station	Cybex		5510	55101007602	104

Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
Rowing Ergometer	Concept II		No Information	No Information	104
Rowing Ergometer	Concept II		No Information	No Information	104
Rowing Ergometer	Concept II		No Information	No Information	104
Incumbent Bike	True		Z8	No Information	104
Incumbent Bike	True		Z8	No Information	104
Incumbent Bike	True		Z8	No Information	104
Stairmaster	Stairmaster		4600 CL	18000050119001	104
Stairmaster	Stairmaster		4600 CL	18000050117006	104
Stairmaster	Stairmaster		4600 CL	18000050113003	104
Stairmaster	Precor		C764	DQF20P0001	104
Airdyne	Schwinn		No Information	No Information	104

Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
Airdyne	Schwinn	NASA A02788	No Information	No Information	104
Airdyne	Schwinn		No Information	No Information	104
Elliptical	Stairmaster		NSL	51000041204009	104
Elliptical	Stairmaster		NSL	51000041201007	104
Elliptical	Stairmaster		NSL	5100004122010	104
Cross Robic	Stairmaster		1650LE	U2255	104
Elliptical Cross Trainer	Precor		EFX546	9KE09N002	104
Treadmill	Star Trac		7731-SUSAPO	AE41101051	104
Treadmill	Star Trac		7731-SUSAPO	AE41101064	104
Treadmill	Star Trac		7731-SUSAPO	AE41101039	104
Treadmill	Star Trac		7731-SUSAPO	AE41101050	104

Fitness Item	Manufacturer	ECN	Model#	Serial#	Location Bldg 1222B Room#
Treadmill	Star Trac		7731-SUSAPO	AE41101048	104
Treadmill	Precor		C9641	BJG09N0001	104
Upright Bike	Life Fitness		95Ci	No Information	104
Upright Bike	Life Fitness		95Ci	No Information	104
Upright Bike	Life Fitness		95Ci	No Information	104

WD 05-2544 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009

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.: 2005-2544

Shirley F. Ebbesen | Division of | Revision No.: 10
Director | Wage Determinations | Date Of Revision: 05/26/2009

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	13.35	
01012 - Accounting Clerk II	15.60	
01013 - Accounting Clerk III	17.45	
01020 - Administrative Assistant	22.28	
01040 - Court Reporter	17.11	
01051 - Data Entry Operator I	11.04	
01052 - Data Entry Operator II	13.90	
01060 - Dispatcher, Motor Vehicle	16.01	
01070 - Document Preparation Clerk	12.01	
01090 - Duplicating Machine Operator	12.01	
01111 - General Clerk I	10.98	
01112 - General Clerk II	13.37	
01113 - General Clerk III	14.95	
01120 - Housing Referral Assistant	19.08	
01141 - Messenger Courier	11.45	
01191 - Order Clerk I	13.46	
01192 - Order Clerk II	17.61	
01261 - Personnel Assistant (Employment) I		15.58

01262 - Personnel Assistant (Employment) II	17.42
01263 - Personnel Assistant (Employment) III	19.43
01270 - Production Control Clerk	21.96
01280 - Receptionist	11.77
01290 - Rental Clerk	12.86
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	11.04
01532 - Travel Clerk II	11.78
01533 - Travel Clerk III	12.57
01611 - Word Processor I	13.03
01612 - Word Processor II	14.63
01613 - Word Processor III	16.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.34
05010 - Automotive Electrician	19.12
05040 - Automotive Glass Installer	18.26
05070 - Automotive Worker	18.26
05110 - Mobile Equipment Servicer	16.50
05130 - Motor Equipment Metal Mechanic	20.02
05160 - Motor Equipment Metal Worker	18.26
05190 - Motor Vehicle Mechanic	20.02
05220 - Motor Vehicle Mechanic Helper	15.57
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.26
05310 - Painter, Automotive	19.12
05340 - Radiator Repair Specialist	17.36
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	20.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.67
07042 - Cook II	10.68
07070 - Dishwasher	7.85
07130 - Food Service Worker	9.13
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
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	10.98
11060 - Elevator Operator	10.98
11090 - Gardener	12.92
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	10.78
11240 - Maid or Houseman	8.39
11260 - Pruner	11.63
11270 - Tractor Operator	12.60
11330 - Trail Maintenance Worker	10.78
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	15.31
12012 - Certified Occupational Therapist Assistant	22.62
12015 - Certified Physical Therapist Assistant	22.63
12020 - Dental Assistant	14.16
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.36
12035 - Electroneurodiagnostic Technologist	23.36
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	13.68
12072 - Licensed Practical Nurse II	15.29
12073 - Licensed Practical Nurse III	17.06
12100 - Medical Assistant	12.25
12130 - Medical Laboratory Technician	15.93
12160 - Medical Record Clerk	12.96
12190 - Medical Record Technician	14.50
12195 - Medical Transcriptionist	14.08
12210 - Nuclear Medicine Technologist	28.82
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.14
12223 - Nursing Assistant III	11.06
12224 - Nursing Assistant IV	12.29
12235 - Optical Dispenser	17.47
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	12.32
12305 - Radiologic Technologist	23.79
12311 - Registered Nurse I	22.15
12312 - Registered Nurse II	27.10
12313 - Registered Nurse II, Specialist	27.10

12314 - Registered Nurse III	32.79	
12315 - Registered Nurse III, Anesthetist	32.79	
12316 - Registered Nurse IV	39.30	
12317 - Scheduler (Drug and Alcohol Testing)		18.26
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	29.67	
13047 - Librarian	32.67	
13050 - Library Aide/Clerk	10.41	
13054 - Library Information Technology Systems Administrator		22.91
13058 - Library Technician	15.25	
13061 - Media Specialist I	16.68	
13062 - Media Specialist II	18.66	
13063 - Media Specialist III	20.80	
13071 - Photographer I	12.66	
13072 - Photographer II	16.78	
13073 - Photographer III	20.39	
13074 - Photographer IV	22.64	
13075 - Photographer V	27.40	
13110 - Video Teleconference Technician		15.72
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.19	
14042 - Computer Operator II	16.99	
14043 - Computer Operator III	18.95	
14044 - Computer Operator IV	21.05	
14045 - Computer Operator V	23.31	
14071 - Computer Programmer I	(see 1)	19.54
14072 - Computer Programmer II	(see 1)	22.34
14073 - Computer Programmer III	(see 1)	27.33
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		15.19
14160 - Personal Computer Support Technician		21.05
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.86
15020 - Aircrew Training Devices Instructor (Rated)		39.76
15030 - Air Crew Training Devices Instructor (Pilot)		43.67
15050 - Computer Based Training Specialist / Instructor		32.44
15060 - Educational Technologist	27.73	

15070 - Flight Instructor (Pilot)	43.67	
15080 - Graphic Artist	22.07	
15090 - Technical Instructor	20.89	
15095 - Technical Instructor/Course Developer		25.56
15110 - Test Proctor	17.61	
15120 - Tutor	17.61	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.24	
16030 - Counter Attendant	8.24	
16040 - Dry Cleaner	10.31	
16070 - Finisher, Flatwork, Machine		8.24
16090 - Presser, Hand	8.24	
16110 - Presser, Machine, Drycleaning		8.24
16130 - Presser, Machine, Shirts	8.24	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.24
16190 - Sewing Machine Operator	11.01	
16220 - Tailor	11.77	
16250 - Washer, Machine	8.95	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.55
19040 - Tool And Die Maker	23.87	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	14.97	
21030 - Material Coordinator	21.96	
21040 - Material Expediter	21.96	
21050 - Material Handling Laborer	10.63	
21071 - Order Filler	10.64	
21080 - Production Line Worker (Food Processing)		14.97
21110 - Shipping Packer	13.20	
21130 - Shipping/Receiving Clerk	13.20	
21140 - Store Worker I	11.98	
21150 - Stock Clerk	14.99	
21210 - Tools And Parts Attendant	14.97	
21410 - Warehouse Specialist	14.97	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	22.99	
23021 - Aircraft Mechanic I	22.03	
23022 - Aircraft Mechanic II	22.99	
23023 - Aircraft Mechanic III	23.93	
23040 - Aircraft Mechanic Helper	16.24	
23050 - Aircraft, Painter	20.06	
23060 - Aircraft Servicer	18.10	
23080 - Aircraft Worker	19.04	
23110 - Appliance Mechanic	18.33	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	22.76	

23130 - Carpenter, Maintenance	18.33
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	21.82
23182 - Electronics Technician Maintenance II	22.95
23183 - Electronics Technician Maintenance III	24.11
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	19.21
23310 - Fire Extinguisher Repairer	16.18
23311 - Fuel Distribution System Mechanic	20.24
23312 - Fuel Distribution System Operator	16.35
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	16.18
23392 - Gunsmith II	18.33
23393 - Gunsmith III	19.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.05
23430 - Heavy Equipment Mechanic	19.39
23440 - Heavy Equipment Operator	19.21
23460 - Instrument Mechanic	19.12
23465 - Laboratory/Shelter Mechanic	18.86
23470 - Laborer	10.39
23510 - Locksmith	19.08
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.21
23580 - Maintenance Trades Helper	14.81
23591 - Metrology Technician I	19.12
23592 - Metrology Technician II	20.04
23593 - Metrology Technician III	20.87
23640 - Millwright	25.36
23710 - Office Appliance Repairer	17.89
23760 - Painter, Maintenance	18.33
23790 - Pipefitter, Maintenance	19.54
23810 - Plumber, Maintenance	18.65
23820 - Pneudraulic Systems Mechanic	19.81
23850 - Rigger	19.93
23870 - Scale Mechanic	17.94
23890 - Sheet-Metal Worker, Maintenance	19.21
23910 - Small Engine Mechanic	17.94
23931 - Telecommunications Mechanic I	22.72
23932 - Telecommunications Mechanic II	24.91

23950 - Telephone Lineman	22.88	
23960 - Welder, Combination, Maintenance		18.92
23965 - Well Driller	19.93	
23970 - Woodcraft Worker	19.81	
23980 - Woodworker	15.72	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.71	
24580 - Child Care Center Clerk	13.48	
24610 - Chore Aide	7.60	
24620 - Family Readiness And Support Services Coordinator		12.72
24630 - Homemaker	14.24	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	20.80	
25040 - Sewage Plant Operator	19.08	
25070 - Stationary Engineer	20.80	
25190 - Ventilation Equipment Tender	15.80	
25210 - Water Treatment Plant Operator	19.08	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	16.63	
27007 - Baggage Inspector	11.07	
27008 - Corrections Officer	17.93	
27010 - Court Security Officer	19.60	
27030 - Detection Dog Handler	15.31	
27040 - Detention Officer	17.93	
27070 - Firefighter	17.86	
27101 - Guard I	11.07	
27102 - Guard II	15.31	
27131 - Police Officer I	21.25	
27132 - Police Officer II	23.60	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.47	
28042 - Carnival Equipment Repairer	10.99	
28043 - Carnival Equipment Worker	7.46	
28210 - Gate Attendant/Gate Tender	13.72	
28310 - Lifeguard	12.22	
28350 - Park Attendant (Aide)	15.34	
28510 - Recreation Aide/Health Facility Attendant		11.20
28515 - Recreation Specialist	19.01	
28630 - Sports Official	12.22	
28690 - Swimming Pool Operator	15.63	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.76	
29020 - Hatch Tender	19.76	
29030 - Line Handler	19.76	
29041 - Stevedore I	18.79	

29042 - Stevedore II	20.78	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.13
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		26.69
30021 - Archeological Technician I	16.62	
30022 - Archeological Technician II	17.30	
30023 - Archeological Technician III	22.85	
30030 - Cartographic Technician	24.93	
30040 - Civil Engineering Technician	22.86	
30061 - Drafter/CAD Operator I	17.14	
30062 - Drafter/CAD Operator II	19.17	
30063 - Drafter/CAD Operator III	21.38	
30064 - Drafter/CAD Operator IV	26.30	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.99	
30083 - Engineering Technician III	20.54	
30084 - Engineering Technician IV	24.93	
30085 - Engineering Technician V	30.49	
30086 - Engineering Technician VI	36.89	
30090 - Environmental Technician	19.88	
30210 - Laboratory Technician	18.55	
30240 - Mathematical Technician	24.93	
30361 - Paralegal/Legal Assistant I	15.19	
30362 - Paralegal/Legal Assistant II	18.82	
30363 - Paralegal/Legal Assistant III	23.02	
30364 - Paralegal/Legal Assistant IV	27.86	
30390 - Photo-Optics Technician	24.93	
30461 - Technical Writer I	21.00	
30462 - Technical Writer II	25.67	
30463 - Technical Writer III	31.06	
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)		21.38
Surface Programs		
30621 - Weather Observer, Senior (see 2)		23.16
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	11.35	
31030 - Bus Driver	14.34	
31043 - Driver Courier	13.40	
31260 - Parking and Lot Attendant		8.48
31290 - Shuttle Bus Driver	14.22	
31310 - Taxi Driver	10.29	

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	8.48
99050 - Desk Clerk	9.00
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	9.86
99252 - Laboratory Animal Caretaker II	10.47
99310 - Mortician	27.96
99410 - Pest Controller	15.08
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	14.96
99711 - Recycling Specialist	16.88
99730 - Refuse Collector	13.79
99810 - Sales Clerk	10.73
99820 - School Crossing Guard	11.64
99830 - Survey Party Chief	16.64
99831 - Surveying Aide	10.39
99832 - Surveying Technician	15.13
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 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).

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, dying, 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 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).
- 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.