

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGE(S) 31
2. CONTRACT NUMBER NNL07AA45C	3. SOLICITATION NUMBER NNL07186436R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED April 13, 2007	6. REQUISITION/PURCHASE NO. See Block 21
7. ISSUED BY NASA Langley Research Center 9B Langley Blvd., Bldg. 1195B Hampton, VA 23681-2199			8. ADDRESS OFFER TO (If other than Item 7) NASA Langley Research Center Attn: Michael Kaszyca, MS 126 9B Langley Blvd., Bldg. 1195B Hampton, VA 23681-2199		

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

SOLICITATION

9. Sealed offers in original and See Sections L.7 and L.8 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 Bldg. 1195B, Room 124 until **4:30 PM** local time on **May 14, 2007**.

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 Kaszyca	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Michael.Kaszyca-1@nasa.gov
		AREA CODE 757	NUMBER 864-2436	EXT.

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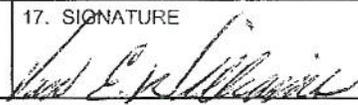
OFFER (Must be fully completed by offeror)

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 120 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 <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	4/26/2007		
	2	5/3/2007		

15A. NAME AND ADDRESS OF OFFEROR Grounds Maintenance Inc. 145 Liberty Hall Road Goose Creek, SC 29445	CODE 1WRD9	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Van E. Williams, President
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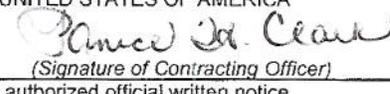
15B. TELEPHONE NUMBER AREA CODE 843 NUMBER 553-8788 EXT. 15	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE July 20, 2007
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT See Clause B.1	21. ACCOUNTING AND APPROPRIATION 4200210965: \$182,500.00 (Complete)
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM G.5
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE Financial Management Division, M/S 175 NASA Langley Research Center Hampton, VA 23681-2199
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26. NAME OF CONTRACTING OFFICER (Type or print) Panice H. Clark	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 7/31/07
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1852.216-78 FIRM FIXED PRICE (DEC 1988)

The total firm fixed price of this contract is:

A. CLIN 01: 30-Day Phase-In Period: \$31,903.00

B. Base and Indefinite Delivery Indefinite Quantity (IDIQ) Work:

Period	Firm Fixed-Price Base Work	Firm Fixed-Price Indefinite Delivery Indefinite Quantity Work (IDIQ)	Total Amount
Base Period	CLIN 02: \$554,936.00	CLIN 03: NTE \$150,000.00	\$704,936.00
Option Period 1	CLIN 04: \$599,580.00	CLIN 05: NTE \$150,000.00	\$749,580.00
Option Period 2	CLIN 06: \$612,492.00	CLIN 07: NTE \$150,000.00	\$762,492.00
Option Period 3	CLIN 08: \$636,093.00	CLIN 09: NTE \$150,000.00	\$786,093.00
Option Period 4	CLIN 10: \$655,176.00	CLIN 11: NTE \$150,000.00	\$805,176.00
Total	\$3,058,277.00	NTE \$750,000.00	\$3,808,277.00

C. Total contract, inclusive of the Phase-In Period (CLIN 01), the Base Period (CLIN'S 02 and 03) and all Option Periods (CLIN'S 04-11): \$3,840,180.00

(End of clause)

B.2 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of CLIN'S 01 and 02, the sum of \$182,500.00 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:

SCHEDULE FOR ALLOTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
TBD	\$TBD

(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 November 30, 2007.

(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 clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The contractor shall provide all resources (except as expressly stated in this contract as furnished by the Government) necessary to provide the services in accordance with Contract Exhibit A, Statement of Work (SOW), of this contract. The services to be performed under the terms and conditions of this contract will be acquired by either Base Services or Indefinite Delivery/Indefinite Quantity (IDIQ) as detailed below:

(a) Base Services: Routine, Firm-Fixed Priced (FFP) services, as described in Exhibit A, Statement of Work, which are routinely required and for which workload requirements are specified.

(b) IDIQ Services: Non-routine services described in Exhibit A, Statement of Work, Section 14, that allow the Government to acquire additional services within the general scope of the SOW that either are not routine in nature or for which an accurate workload estimate does not exist at the time of contract award.

B.4 CONTRACT RATE SCHEDULES

The rates to be utilized in the performance of both the Base and IDIQ Firm-Fixed Price work, in accordance with the SOW and terms and conditions of this contract, are listed in Contract Exhibit B, Contract Rate Schedules. These rate schedules contain the rates for both the Base and Option Periods.

(End of clause)

B.5 DEDUCTION SCHEDULE

A. The Contractor shall be held to the full performance of the contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of non-conforming services as specified below.

Timeliness: The contractor shall perform in accordance with Exhibit A, Statement of Work, and the time constraints contained therein. If the contractor fails to perform to the timeliness requirements of the Statement of Work two (2) or more times per month (unless otherwise approved by the COTR), a deduction in the amount of two percent (2%) shall be applied to the total monthly invoice.

Quality of Work: The contractor shall perform in accordance with Exhibit A, Statement of Work, and the quality performance requirements contained therein. Where the COTR determines that the contractor, on two separate occasions within one month, has failed to meet the quality requirements set forth in the Statement of Work, there shall be a deduction to represent the reduced value of the work. This deduction shall not exceed three percent (3%) of the total monthly invoice.

B. The Government will provide the Contractor with written notice of deficiencies prior to deducting for untimely or unsatisfactory work.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Statement of Work (SOW) is incorporated in Section J, Exhibit A, of this contract.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The clauses in 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. The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The clauses in 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. The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES - FIXED-PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The clauses in 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. The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

F.2 PERIOD OF PERFORMANCE

The effective date of this contract is August 1, 2007. The period of performance of this contract shall be 11 months from the effective date of this contract, exclusive of the phase-in period of 30 days.

(End of clause)

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, Virginia 23681.

(End of clause)

F.4 OPTION TO EXTEND

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Pursuant to the clause entitled "Option to Extend the Term of the Contract" (FAR 52.217-9), the

NNL07AA45C – Section F

Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such options are to be exercisable by issuance of a unilateral contract modification by the Government. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period:

Period	Item		
	Total Firm Fixed-Price Base Work	Total Firm Fixed-Price Indefinite Delivery Indefinite Quantity Work (IDIQ)	Period of Performance
Option Period 1	CLIN 04: \$599,580.00	CLIN 05: NTE \$150,000.00	12 Months
Option Period 2	CLIN 06: \$612,492.00	CLIN 07: NTE \$150,000.00	12 Months
Option Period 3	CLIN 08: \$636,093.00	CLIN 09: NTE \$150,000.00	12 Months
Option Period 4	CLIN 10: \$655,176.00	CLIN 11: NTE \$150,000.00	12 Months

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The clauses in 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. The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

G.2 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NOV 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

User responsibilities in accordance with NPR 4200.2B, Equipment Management Manual for Property Custodians

The contractor shall establish and adhere to a system of written procedures for 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, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished 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 45.5 and NFS 1845.5 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 SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(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) 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.

(End of clause)

G.3 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Exhibit C, Installation-Accountable Government Property. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) 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 as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) 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.

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

- (d) Installation service facilities: Buildings 1285 and 1286 at NASA LaRC
- (e) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (f) Cafeteria privileges for Contractor employees during normal operating hours.
- (g) Building maintenance for facilities occupied by Contractor personnel.
- (h) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (i) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.4 LaRC 52.245-90 PROVIDING FACILITIES TO CONTRACTORS (OCT 2004)

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

B. In keeping with the policy set forth in FAR 45.302-1, the Government will not provide NEW "facilities," except as provided for in the Statement of Work.

C. However, the Government will provide EXISTING facilities as listed in G.3, above. Any of these existing facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be replaced by the Contractor, if the facilities are still needed for contract performance. Contractor acquisitions of facility items for the Government is prohibited, unless specifically authorized by the contract or consent has been obtained in writing from the Contracting Officer pursuant to FAR 45.302-1(a).

D. Notwithstanding the FAR clause 52.216-7 "Allowable Cost and Payment", cost of facilities are not an allowable cost except when charged to this contract in accordance with the Contractor's approved accounting system.

(End of Clause)

G.5 INVOICE PAYMENTS

(a) The invoice for CLIN 01, Phase-In Period, shall be submitted at the end 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 (See Clause B.5, Deduction Schedule). The Contractor shall invoice for Base Work in accordance with the percentages of the total Base Contract Value in paragraph (c) below, and shall also invoice for all IDIQ work performed during the billing period.

(c) Base Work Billing Percentages by month:

Month	Percentage of Base Contract Value	Month	Percentage of Base Contract Value
January	2.0%	July	12.0%
February	2.0%	August	12.0%
March	8.5%	September	11.0%
April	11.0%	October	8.5%
May	13.5%	November	4.5%
June	12.0%	December	3.0%

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

- (1) Contract/Task 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,
- (7) Name and title of signer, signature and date;

(e) The Original plus 3 copies of all invoices, marked either “Interim” or “Final” as appropriate, shall be sent directly to the Payment Office at the following address:

NASA Langley Research Center
 Attn: MS 175/Financial Management Division
 Hampton, VA 23681-2199

(f) 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.

(End of clause)

G.6 1852.242-70 TECHNICAL DIRECTION (SEP 1993) (IDIQ WORK ONLY)

(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.

(End of clause)

G.7 LaRC 52.211-99 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (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, contract number, and task order number if applicable.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The clauses in 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. The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.204-76	MAY 2007	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES [NOTE: Paragraph’s (b)(1) and (b)(2) of this clause do not apply to this contract. Additionally, the contractor shall comply with Exhibit H - IT Security: Additional Instructions]
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (Insert “NASA LaRC” in Paragraph B)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS – ALTERNATE I (SEP 1989) ALTERNATE II (OCT 2000)

H.2 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 July 20, 2007 are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.3 LaRC 52.204-91 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (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).

(End of clause)

H.4 LaRC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (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.

(End of clause)

H.5 LARC 52.223-92 OBSERVATION OF SAFETY STAND DOWN EVENT BY CONTRACTOR EMPLOYEES (MAY 2006)

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

(End of clause)

H.6 METHOD OF PLACING TASK ORDERS (IDIQ WORK)

Task Orders may be placed only by the Contracting Officer and shall authorize all IDIQ work. Task Orders will be in writing on an Optional Form 347 or, if dictated by urgency, an oral Task Order may be issued, followed by written confirmation within 3 working days. Each Task Order placed against this contract will consist of the following information: (A) task order number and contract number; (B) place of delivery or performance; (C) type of item/items ordered, including unit price; (D) date of order, and required delivery date; (E) name of person placing order; (F) funding and appropriation data; (G) total Not to Exceed (NTE) amount; (H) signature of the contracting officer.

NOTE: The Government intends to place one task order at the start of the contractual period of performance. This task order will include all applicable IDIQ Sub-CLINS and rates (As stated in Contract Exhibit B). Funding will be obligated against the task order to establish the Not to Exceed (NTE) amount of the order. Additional funding will be obligated as required during the performance of the contractual effort. The COTR for this effort will detail and issue specific work and quantities, as needed, under this task per the Technical Direction Clause (NFS 1852.242-70) of this contract. Additional orders may be issued as necessary during the performance of this contract.

Modifications to orders may be issued in the same manner as original orders. Each order or modified order shall contain a citation of funds from which payment for the supplies or services ordered shall be made.

(End of clause)

H.7 LaRC 52.215-116 ENABLING CLAUSE BETWEEN GROUNDSKEEPING SUPPORT SERVICE CONTRACTOR AND OTHER NASA LANGLEY CONTRACTORS (FEB 2003)

A. NASA has entered into contracts with the firms listed below for other support services at Langley Research Center:

Contractor	Services
Jacobs Technology Inc	Research, Operations, Maintenance, and Engineering (ROME)
Accent Service Company, Inc.	Custodial Support Services
Tessada Associates, Inc.	Consolidated, Logistics Administrative, and Scientific Information Support Services

B. In the performance of this contract, the Groundskeeping Support Service Contractor agrees to cooperate with the above listed Contractors by: responding to invitations from authorized personnel to attend meetings; providing schedule data; providing limited financial data including estimates, all in original form or reproduced; discussing/coordinating matters related to projects; providing access to Contractor facilities utilized in the performance of this contract; scheduling trash pick-up; scheduling burn box and privacy-act material pick-up; assisting in snow removal and hurricane preparedness and clean-up; and allowing observation of technical activities by appropriate support Contractor technical personnel.

C. The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (b) above, subject to

coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

D. Contractor personnel are not authorized to direct another Contractor in any manner.

E. To the extent that the work under this contract requires access to proprietary information, and as long as these data remain proprietary, the Contractor shall protect the data from unauthorized use and disclosure.

F. Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

(End of Clause)

[End of Section]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The clauses in 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. The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS – ALTERNATE IV (OCT 1997)
52.216-22	OCT 1995	INDEFINITE QUANTITY [Applicable to IDIQ work only.] (Insert “the completion date of the contract” in Paragraph (d))
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Insert “15 days of the expiration of the contract”)
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert “15 days” and “30 days”, respectively, in Paragraph A.

		Insert “60 months” in Paragraph C.)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - ALTERNATE I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION - ALTERNATE I (AUG 2003) ALTERNATE II (AUG 2003)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	JUN 2003	BUY AMERICAN ACT - SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (Insert: “No later than 15 days prior to the submission of the first request for payment” in Paragraph (b)(1).)
52.233-1	JUL 2002	DISPUTES - ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD

52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE - ALTERNATE II (APR 1984)
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY – ALTERNATE I (JUN 2007)
52.245-2	JUN 2007	GOVERNMENT PROPERTY (INSTALLATION OPERATION SERVICES) (Insert: “Exhibit C: Installation-Accountable Government Property” in Paragraph (e).)
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

I.2 52.216-18 ORDERING (OCT 1995) (IDIQ WORK)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the end of the contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.3 52.216-19 ORDER LIMITATION (OCT 1995) (IDIQ WORK)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$150,000.00;

(2) Any order for a combination of items in excess of \$750,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.4 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)(DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding 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:

Richmond District Office
400 North 8th Street
Federal Bldg., Suite 1150
P.O. 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.

(End of clause)

I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003) (DEVIATION)

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

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

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

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

(c) Any award resulting from this solicitation will be made 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 contractor shall 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 clause)

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

(End of clause)

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

<u>Employee Class</u>	<u>Monetary Wage</u>
Laborer, Grounds Maintenance	\$10.09
Tractor Operator	\$12.36
Gardener	\$12.36
Pest Controller	\$13.83
Secretary	\$13.83
Chief Groundskeeper	\$17.13

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.

(End of clause)

I.8 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(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 used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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>

(End of clause)

I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

I.11 1852.215-84 OMBUDSMAN (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 inquires 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.

(End of clause)

I.12 1852.219-76 NASA 8 PERCENT GOAL (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

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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.

(End of clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF EXHIBITS

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

Exhibit A: Statement of Work

Exhibit B: Contract Rate Schedules

Exhibit C: Installation-Accountable Government Property

Exhibit D: Wage Determination No. 05-2544, Revision 4

Exhibit E: Contract Documentation Requirements

Exhibit F: Approved Safety and Health Plan*

Exhibit G: PIV Card Issuance Procedures in Accordance with FAR Clause 52.204-9

Exhibit H: IT Security: Additional Instructions

*To be provided by the contractor.

[END OF SECTION]

1. INTRODUCTION

This Statement of Work (SOW) reflects the requirements associated with providing Groundskeeping and Pest Control Support Services for NASA Langley Research Center (LaRC).

2. SCOPE

The Contractor shall furnish the necessary management, labor, supplies, materials, transportation and equipment (Other than the Installation-Provided Government Property as described in Section 5, below.) necessary to provide grounds maintenance and pest control services for the west area and portions of the east area of NASA LaRC. This service shall include, but not be limited to, mowing grass; edging; tree and shrub pruning; tree and stump removal; ditch, catch basin, skimming basins, septic tank and grease trap cleaning; weeding; mulching; leaf gathering; fertilization; collection and disposal of trash; vegetation cutting and removal; under brushing; excavation; street sweeping; animal control; sandbagging; and the collection and delivery of Privacy Act material. The work required shall be performed to ensure safe work conditions. The contractor shall be required to perform pest control services outside normal work schedules, as required.

3. GENERAL REQUIREMENTS

- 3.1 Management: The Contractor shall manage the total work effort associated with the Groundskeeping and Pest Control Support Services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling and quality control.
- 3.2 Records and Reports: The Contractor shall create and maintain records and reports necessary to substantiate that services have been accomplished, as specified, and provide documentation to the COTR per Contract Exhibit E, Contract Documentation Requirements. The Contractor shall submit proposed changes to required records and reports for consideration and approval by the COTR. Report requirements are contained in Contract Exhibit E, Contract Documentation Requirements, to the contract. Due dates and distribution requirements are specified for each separate report in this Exhibit. The Contractor is required to obtain COTR concurrence for all report formats.
- 3.3 Contractor Quality Control: The Contractor's Project Manager shall attend meetings with the COTR, Contracting Officer and other Government personnel to resolve quality considerations and problems that may arise in the course of the work.
- 3.4 Government Quality Assurance: The Government reserves the right to establish and maintain a Contract Quality Assurance Surveillance Plan (QASP).
- 3.5 Annual Grounds Maintenance Plan: The plan identified in Exhibit 1 to this SOW identifies the frequencies for accomplishing the annual requirements for the Base Firm-Fixed Price portion of this contract. This plan has been developed by the Government to fit the requirements of local conditions, types of vegetation and climatic factors. This plan shall be adhered to in its entirety unless the Contracting Officer approves a requested change. This plan shall serve as the basis for preparing the Work Schedule, which shall be furnished by the Contractor (See Contract Exhibit E, Contract Documentation Requirements).
- 3.6 Monthly Service Plan: The contractor shall submit a monthly service plan in accordance with Contract Exhibit E, Contract Documentation Requirements. (Note: Grass mowing shall be performed on or about the same day of the week, and shall be evenly spaced over the month in order to accomplish the number of mowings specified per month in SOW Exhibit 1, Annual Grounds Maintenance Plan. Edging, trimming and raking shall be performed on or about the same day each month. If frequencies are more

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than once a month, then the occurrences shall be evenly spaced over the month to accomplish the number specified per month in SOW Exhibit 1, Annual Grounds Maintenance Plan. The Contractor shall also be responsible for adjusting its work schedule to meet special requirements of ceremonies.)

4. DEFINITIONS

4.1 As used throughout this contract, the following terms shall have the meaning set forth below:

- 4.1.1 Bruising of Lawn: An injury to grass areas resulting in discolored blades of grass; usually caused by mowing with a dull blade.
- 4.1.2 Clipping: Any vegetation that is left after being cut off by means of shears, mowers, or other cutting devices.
- 4.1.3 Contracting Officer: The Contracting Officer is the individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- 4.1.4 Contracting Officer Technical Representative (COTR): The COTR is an authorized person delegated by the Contracting Officer to administer certain areas of the contract.
- 4.1.5 Contractor: The term Contractor as used herein refers to both the Prime Contractor and any Subcontractors. The Prime Contractor shall ensure that its Subcontractors comply with the provisions of this contract.
- 4.1.6 Debris: Undesirable or discarded material. Debris includes, but is not limited to, trimmed vegetation, paper, cans, bottles, fallen tree limbs, pine straw and pinecones, leaves, rocks, and other similar items.
- 4.1.7 Diameter: The widest point of a plant's trunk diameter, measured 6" up from the ground. Multi-stem plants are measured at the widest point of all trunks, measured 6" up from the ground.
- 4.1.8 Diameter at Breast Height (DBH): Diameter at Breast Height is the measurement of the diameter of a tree, plant or shrub 4.5 feet above ground level.
- 4.1.9 Emergency Service Work: Any unscheduled work ordered under the Indefinite Delivery Indefinite Quantity (IDIQ) portion of the contract by the Contracting Officer that has been considered to pose a potential threat to health, safety, or Government property. Such work shall be so identified in a Task Order.
- 4.1.10 Facility: An establishment, structure, or assembly of units of equipment designated for a specific function.
- 4.1.11 Fertilization: Fertilization is the process of applying nutrient elements to the soil where the soil has become deficient in nutrients essential for proper plant growth.
- 4.1.12 Grade: To bring soil to a level or to a regular inclination using appropriate tools and equipment.
- 4.1.13 Grass Mowing: Grass mowing shall include mowing and trimming, within the

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designated area, all grasses, weeds, and other vegetation that is one inch or less in diameter (at ground level).

- 4.1.14 Ground Cover: A plant that creeps, clumps, mats, and vines to cover, conceal and protect the bare soil. Ground cover ranges from 1 to 15 inches in height. Some varieties are, but not limited to, Vinca, Hosta, Ivies, Alyssum, Ajuga, and Liriope.
- 4.1.15 Herbicide: A chemical agent used to destroy or inhibit vegetative growth.
- 4.1.16 Indefinite Delivery/Indefinite Quantity (IDIQ): Contractual mechanism in which unscheduled, nonrecurring work may be authorized through issuance of a Task Order.
- 4.1.17 Lawn Area: Any grass area that is to be maintained under this contract.
- 4.1.18 Maintenance Level: A designation used to specify the frequency of services and types of grounds maintenance required on a land parcel.
- 4.1.19 Parcel: A given area of land, where each area shown on maps accompanying this specification is divided into various numbered plots.
- 4.1.20 Pruning: Pruning is selectively removing unwanted growth to make a plant or tree grow or respond in a desired manner. Pruning differs from "shearing". Pruning involves selection and judgment. "Shearing" means clipping all growth on a plant at a uniform distance and shape.
- 4.1.21 Quality Assurance Surveillance Plan (QASP): A plan implemented by the Government to provide some measure and control over the quality of services received.
- 4.1.22 Quality Assurance Evaluator (QAE). The Government employee responsible for the daily monitoring of Contractor performance. For performance under this contract, the COTR will be the QAE.
- 4.1.23 Quality Control (QC): A method used by the Contractor to control the quality of goods and services produced.
- 4.1.24 Response Time: Response time is defined as the time allowed the contractor, after initial notification of a work requirement, to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the work required.
- 4.1.25 Rough Mowing of Lawns: An uneven or scalping of grass areas. Improper operation of equipment in a manner that cuts tracks in the ground, or damages trees or shrubs from nicking with equipment.
- 4.1.26 Routine Unscheduled Work: Any unscheduled work ordered under the IDIQ portion of this contract by the Contracting Officer, and not identified specifically as "Emergency Service Work". All routine unscheduled work shall be completed within the allowed times specified in SOW Exhibit 2, IDIQ Completion Time Requirements.
- 4.1.27 Shrub: A woody perennial plant generally smaller than a tree, usually having permanent stems branching from or near the ground. For purposes of this contract a shrub shall be defined to be an individual plant that has been trimmed on a regular schedule to maintain its shape. Many shrubs, as defined above, may be very large in height and width, but due

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to being trimmed on a regular schedule, shall still be considered a shrub.

- 4.1.28 Sweeping: The process of removing unwanted clippings, dirt, and other debris by means of a broom or mechanically operated equipment.
- 4.1.29 Task Order: A Task Order is a document prepared by the Contracting Officer that is issued to the Contractor and unilaterally orders work to be performed under the IDIQ portion of the contract. Task Orders will be issued as necessary and may be modified by the Contracting Officer.
- 4.1.30 Task Verification Document: A form designated by the Contractor for its use in planning and scheduling work items in the basic firm-fixed price portion of the contract. The Contractor shall use the task verification document to provide verification and accountability of accomplished basic firm-fixed price work. The format of all task verification documents shall be approved by the COTR.
- 4.1.31 Thatch: Thatch is a layer of slowly decomposing grass stems, dead roots, and debris that accumulates above the soil and below grass blades.
- 4.1.32 Tree: A perennial plant having a permanent, woody, self-supporting multiple stems or a single trunk, ordinarily growing to a considerable height, and usually developing branches at some distance from the ground.
- 4.1.33 Trimming: The process of returning a shrub to its original shape by removing the new growth.
- 4.1.34 Unscheduled Services: A requirement to perform services under the contract at times other than the times that are otherwise provided for.
- 4.1.35 Unightly: Unattractive, distasteful or unpleasant to the eye as determined by the Contracting Officer or authorized representative.
- 4.1.36 Urgent Service Work: Any unscheduled work ordered under the IDIQ portion of the contract by the Contracting Officer that is not considered as an emergency, but needs to be accomplished before the normal time frame for routine service work. Such work shall be identified in a Task Order.
- 4.1.37 Where "as shown", "as indicated", "as detailed" or words of similar import are used: It shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.
- 4.1.38 Where "as directed" "as required", "as permitted", "approval", " acceptance" or words of similar import are used: It shall be understood that direction, requirement, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise.
- 4.1.39 Work Schedule: A written document submitted to the Contracting Officer and COTR, which indicates how and when the Contractor intends to accomplish a particular portion of the work that will require coordination with the Contracting Officer for facility use, access, and task verification.

5. GOVERNMENT FURNISHED PROPERTY/FACILITIES AND SERVICES

5.1 Government Furnished Facilities: The Government will furnish or make available to the Contractor the facilities and lay down areas described in contract clause G.3 NFS 1852.245-77, List of Installation-Accountable Property and Services. The Contractor shall assume responsibility and accountability of such facilities provided for its use and shall take adequate precautions to prevent fire hazards, odors and vermin. Janitorial services for Buildings 1285 and 1286 will be provided by the Government. The Contractor shall obtain written approval from the Contracting Officer prior to making any modification or alterations to the facilities. The facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on its part, or on the part of its employees.

5.2 Installation-Accountable Government Property:

5.2.1 The Government will provide the Contractor the use of existing and available Government owned tools and equipment, as listed in Contract Exhibit C, Installation-Accountable Government Property, in the performance of this contract.

5.2.1.1 The Contractor shall provide periodic servicing, maintenance, and repair of the equipment listed at no additional cost to the Government. The total or partial breakdown or failure of the Government furnished equipment shall not relieve the Contractor of the requirement to fully perform the work of the contract. Upon completion or termination of the contract, all Government owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment that becomes worn out due to normal wear and tear shall be returned to the Government, and its replacement shall be the responsibility of the Contractor at no direct cost to the Government. Equipment so acquired shall remain the property of the Contractor. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or its employees.

5.2.1.2 The Contractor, the COTR, and the Government Industrial Property Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Government Representatives. Government furnished equipment shall not be removed from the Center unless approved by the Contracting Officer in writing.

5.2.2 Availability of Utilities: The Government will furnish the following utility services at existing outlets for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: Telephone service, electricity, steam, fresh water, and sewage service. Information concerning the location of existing outlets may be obtained from the COTR. The Contractor shall provide and maintain, at its expense, the necessary service lines from existing Government outlets to the site of work. Utilities specified above will be furnished at no cost to the Contractor.

6. CONTRACTOR FURNISHED ITEMS

6.1 The Contractor shall furnish all facilities, equipment, materials, parts, supplies and tools necessary for the performance of this contract unless otherwise specified by the Government.

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- 6.2 Items of equipment necessary to perform work as required or ordered under this contract shall be furnished, maintained and operated by the Contractor. The items of equipment include, but are not limited to, tractors, mowers, hydro mulchers, street sweeper, dump trucks, fertilizer distributors, rollers, rakes, hoses, sprinklers, water containers and hand operated power driven equipment.
- 6.3 Materials and supplies procured by the Contractor shall meet the specifications, standards, and manuals listed in the specifications, as described in Section 7, Detailed Specifications, below. The Contracting Officer may require test data showing that any materials or supplies procured by the Contractor meets the specifications. The Contracting Officer may at any time require samples of materials to be used in work performed under this contract.
- 6.4 If the quality of an item is not specified, it shall be of acceptable industrial grade quality, equal to or better than manufacturer's original and will be compatible with existing systems.
- 6.5 If the contractor elects to have on-site (at NASA LaRC) fuel storage tanks, the contractor shall comply with the Environmental and Fire Chief requirements of NASA LaRC at the expense of the contractor.

7. DETAILED SPECIFICATIONS

- 7.1 Work performed under this contract shall be performed in accordance with the specifications and the estimated quantities shown herein.
- 7.2 Applicable Publications: The publications listed below form a part of this specification. The publications are referred to by the basic designation only.
- 7.3 Federal Specifications:
- 7.3.1 O-F-241D Fertilizer, Mixed; Commercial
 - 7.3.2 Q-P-166E Peat, Moss; Peat Humus; and Peat, Reed-Sedge
- 7.4 American National Standards Institute (ANSI) Publications:
- 7.4.1 ANSI 260.1-80 Nursery Stock
 - 7.4.2 ANSI 288.2-79 Practices for Respiratory Protection
 - 7.4.3 ANSI 2133.1-79 Safety Requirements for Pruning, Trimming Repairing, Maintaining, and Removing Trees, and for Cutting Brush
- 7.5 Associated Landscaping Contractors of American (ALCA) Publications:
- 7.5.1 Hortus Third, L.H. Bailey 1976
- 7.6 U.S. Department of Commerce (NBS) Voluntary Product Standard:
- 7.6.1 PS-23-70 Horticultural Grade Perlite
- 7.7 Products:
- 7.7.1 Topsoil to be furnished: The Contractor shall furnish sufficient topsoil to properly install all work as specified herein. Topsoil furnished shall be obtained from the top 6" of the soil profile. It shall be natural, fertile, friable soil possessing the characteristics of

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representative productive soils in the vicinity. It shall be obtained from natural well-drained areas. It shall not be excessively acid or alkaline nor contain toxic substances that may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be clean and reasonably free of clay, lumps, stones, stumps, roots or similar substances, one inch or more in diameter, debris, or other objects that might be a hindrance to planting operations. Topsoil shall contain at least six percent organic matter. The acidity range shall be between 5.0 and 7.0 pH inclusive. The mechanical analysis of the soil shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-inch mesh	99-100 percent
1/4-inch mesh	97-99 percent
No. 100 mesh	40-60 percent
No. 200 mesh	20-40 percent

- 7.7.2 Peat: Peat shall be what is known in the trade as "Peat Moss" and shall be delivered to the site in unopened original containers. Peat shall be shredded or granulated having an acid reaction of 4-5 pH, inclusive, shall be low in content of woody material, free of mineral matter harmful to plant life, and shall have a natural moisture content of 30 percent with a water absorption capacity of 1100-2000 percent.
- 7.7.3 Water: Water, where available, shall be supplied by the Government from existing outlets. The Contractor shall make, at its own expense, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this contract. The Contractor shall furnish all necessary hose equipment, backflow prevention devices, attachments and accessories for the adequate irrigation of planted areas as may be required to complete the work as specified. The Contractor shall provide and use a backflow prevention device on any water supply that is not already furnished with one.
- 7.7.4 Mulch for trees and shrub beds: Mulch shall be free from noxious weeds, molds, or other deleterious materials.
- 7.7.4.1 Inert Mulch Materials: Shall be granite stone ranging in size from 3/4 to 1 1/2 inches.
- 7.7.4.2 Organic Mulch Materials: Shall be shredded pine or hardwood, or pine bark nuggets, as directed by the COTR.
- 7.7.5 Soil conditioners shall be singly or in combination as required to meet specified requirements for topsoil.
- 7.7.6 Planting soil mixtures shall contain four parts topsoil and one part peat.
- 7.7.7 Landscape Fabric: The landscape fabric shall be water permeable woven material capable of drainage at the rate of 25 gallons per square foot per minute. The fabric shall have a felt backing on both sides.
- 7.7.8 Lime: Lime shall be dolomitic agricultural ground limestone, or pelletized containing at least 85% of total carbonates. If ground limestone is used, it shall be ground to such fineness that at least 50% will pass 100 mesh sieve and at least 95% will pass 30 mesh sieve.

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- 7.7.9 Commercial Fertilizer: Fertilizer shall be of granular type 10-20-20 conforming to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.
- 7.7.10 Soil for repairs shall be topsoil as specified herein.
- 7.7.11 Seed: Seed shall be delivered to the site in original sealed packages bearing the producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material. The label shall be in conformance with USDA Federal Seed Act and applicable state seed laws. Wet, moldy, or otherwise damaged seed will be rejected. Mixed seed shall be mixed by the seed company and shall have accompanying labels attached for the Contracting Officer to verify. Seed shall be the latest season's crop.
- 7.7.12 Materials for Staking and Guying of New Trees:
- 7.7.12.1 Stakes for supporting trees shall be 2" x 2" sound wood, capable of supporting the tree for one year. Length of stake shall be 1/3 tree height plus three feet, with 2 stakes minimum per tree. The Contractor shall remove all stakes after one year.
- 7.7.12.2 Wire for guys or for fastening trees to stakes shall be No. 12 gauge pliable, galvanized steel. The Contractor shall remove all guy wires after one year.
- 7.7.12.3 Hose to encase guy wires or wires used for fastening trees to stakes shall be new 2-ply reinforced black rubber hose. The Contractor shall remove all hose to encase guy wires after one year.
- 7.7.12.4 Hardware used in staking and guying operations shall be hot-dipped galvanized steel.
- 7.7.13 New Trees, Shrubs, and Ground Cover:
- 7.7.13.1 Nomenclature: The names of plants required under this contract shall conform to those given in Standardized Plant Names (most recent edition), which is prepared by the American Joint Committee of Horticultural Nomenclature. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.
- 7.7.13.2 Quality: All plant materials shall be "Specimen Plants" as defined in the Technical Glossary of Horticultural and Landscape Terminology (most recent edition) prepared by the Horticultural Research Institute, Inc. Plants shall be typical of their species and variety, have normal growth habits, well-developed branches, densely foliated and vigorous fibrous root systems. No plant will be accepted unless they show healthy growth and satisfactory foliage conditions. The Contracting Officer reserves the right to refuse any plants at any time during the guarantee period if such plants do not meet the standards set herein.
- 7.7.13.2.1 Plants shall be free from defects, injuries, plant diseases and insect infestations; no infested plants shall be used at any time. Such plants found shall be removed that day, and replaced promptly with healthy specimens.

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- 7.7.13.2.2 Plant heights in relationship to diameter; plant heights in relationship to minimum width of foliage; spread of root systems; size of root balls and any other standard shall be in accordance with American Standard for Nursery Stock (most recent edition) prepared by American Association of Nurserymen, Inc.
- 7.7.13.2.3 All plants of each particular variety shall be reasonably uniform in size and configuration. Plants shall be container grown or freshly dug, balled-and-burlapped. No root-bound plants will be accepted.
- 7.7.13.2.4 All new trees must have straight trunks with a single leader intact, unless multi-stem is specified. Bark shall be free of abrasions and all fresh cuts over 1-1/4 inches shall be callused over. Trees will not be accepted which have had their leaders cut or which have had their leaders damaged so that cutting is necessary. Unless otherwise specified, all deciduous shade trees shall be free of branches up to a minimum of five feet from the top of the root ball and 6'-8" from the top of the root ball when tree is in or adjacent to walkways. All trees shall be well branched with reasonably straight stems. Branching shall be regular with ample horizontal growth.
- 7.7.13.2.5 All plants shall equal or exceed the size specifications as directed by the COTR. Any necessary pruning shall be done at the time of planting and all plants shall be measured after pruning with branches in their normal position.
- 7.7.13.3 Balled-and-Burlapped Plants: All plants, except container grown plants, shall be balled-and-burlapped. Damaged or broken balls will not be accepted. Plants shall be dug and prepared for shipment in a manner that will not cause any damage to the branches, shape and future development of the plants after planting. The root balls of balled-and-burlapped plants that cannot be planted immediately on delivery shall be covered with moist soil, mulch or other protection from drying winds. All plants shall be watered upon delivery if not immediately planted.
- 7.7.13.4 Container Grown Plants: Plants shall have a sufficient root growth to hold earth intact when removed from the container. Root bound plants will not be accepted. All plants shall be watered upon delivery if not immediately planted.
- 7.7.13.5 Inspection: All new plants shall be inspected and approved by the COTR prior to use. It shall be the Contractor's responsibility to contact the COTR when plants are delivered in sufficient time for the inspection to take place during the Government's regular working hours of 7:00 a.m. to 4:30 p.m.
- 7.7.13.6 Guarantee on New Plants and/or Replacement Plants: All plants or replacement plants that are to be planted under the terms of this contract shall be unconditionally guaranteed against all defects as described herein. Each plant shall be tagged clearly stating the name of the plant in either of its common name or its botanical name. The responsibility of preserving the life of all plants shall be the Contractor's. The Contractor shall fertilize, water, mulch or perform whatever is necessary to ensure the life of these plants during the guarantee period.

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The guarantee period for all plants (new or replacement) shall be for one year after planting (unless requested to be planted outside the normal planting season) or have a guarantee period that is consistent with standard industry practices and agreed in writing with the Contracting Officer. A plant Inventory List shall be maintained by the contractor to establish the one-year time frame of the guarantee period for all new/or replacement plants. This list shall include the plant name, type, location and date of planting. The guarantee shall be void if the plant is damaged by natural disaster, vandalism, or abuse damage caused by any parties other than the Contractor's employees. It shall be the Contractor's responsibility to investigate the site conditions prior to and during planting and to notify the COTR of any extenuating circumstances or conditions that may endanger the life expectancy of any plants. The guarantee shall be void for these plants if the Contractor is directed by the Contracting Officer (in writing) to plant under such conditions.

8. MOTOR VEHICLES

- 8.1 All motor vehicles shall be operated in accordance with laws of the Commonwealth of Virginia and the rules and regulations controlling vehicles within the Langley Air Force Base and NASA LaRC areas. All personnel who operate vehicles shall be qualified by the applicable state laws. It shall be the responsibility of the Contractor to familiarize all of its employees with the local Air Force and NASA traffic regulations.

9. INSECTICIDES, PESTICIDES AND HERBICIDES

- 9.1 Application: Insecticides, pesticides and herbicides shall be applied under the supervision of personnel licensed by the Commonwealth of Virginia. Applications shall be performed in accordance with State and Federal regulations. The Contractor shall utilize only herbicides and pesticides registered with the Environmental Protection Agency (EPA). Use shall be in strict compliance with label directions for the control of the target.
- 9.2 Reporting: The Contractor shall prepare and maintain daily records of pesticide and herbicide usage in accordance with all applicable Commonwealth of Virginia Regulations. If requested, these records shall be made available to the Contracting Officer.
- 9.3 Vegetation and Herbicide Applications in Electrical Sub-Stations (Base Work): Contractor shall apply Herbicide to Electrical Sub-Stations as specified in SOW Exhibit 1, Annual Grounds Maintenance Plan.

10. BASE GROUNDS MAINTENANCE

- 10.1 Maintenance Level I: The Contractor shall provide grounds maintenance services in Maintenance Level I areas (as designated on the color coded center-wide map provided by NASA LaRC) at the times and frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan.
- 10.1.1 Grass Mowing: All grassed areas located within this maintenance level shall be mowed to a uniform height of 3 inches. Additionally, any bare ground within the limits of an area, which becomes vegetated with grass, weeds, or similar growths through natural spread (i.e., not artificially planted), shall be maintained as part of the contract.

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Prior to mowing, any trash, paper, or other debris that would detract from the finished appearance of the cut or present a safety hazard shall be removed. Such debris includes, but is not limited to, paper, cans, bottles, limbs, pinecones, rocks, and other such objects within the maintenance area, and shall include trash, paper, and other debris lodged in shrubs, hedges, fences, and along foundation and other walls. Debris shall be disposed of off the Center the same day as collected.

Grass mowing shall be accomplished free of scalping, rutting, bruising, and uneven and rough mowing. After mowing, grass shall have a uniform height. Grass clippings shall not be windowed or allowed to be deposited in piles or clumps. Grass clippings shall be uniformly distributed over the mowed area. Grass areas close or adjacent to buildings, hydrants, parking lots, manholes, fences, trees, hedges, and shrubs are included in mowing requirements, and may require hand mowing.

Trimming around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves and other similar objects shall be accomplished to match the height and appearance of the surrounded mowed grass. Trimming may be accomplished by hand clipping, by use of "weed eater" type equipment, or by herbicide treatment. Trimming operations shall not damage trees and shrubs. Trimming shall be accomplished concurrently (same day) with grass mowing operations. Grass mowing will not be considered complete until all trimming operations are accomplished. Grass clippings and trimmings shall be removed from sidewalks and other paved areas the same day the grass is mowed.

- 10.1.2 Edging: All sidewalks, driveways, street edges, curbs, other paved areas, and shrubbery areas located within this maintenance level shall be edged in accordance with the frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan.

Edging shall create a ½ inch wide and 1 inch deep clear zone immediately adjacent to the paved surface. The edging operation shall include removal of grass and other vegetation which has encroached onto street and other paved surfaces from adjoining grassed areas. Where a driveway or street pavement edge is not discernible due to grass encroachment, a straight and even line approximating the edge of pavement shall be established and maintained. The edging operation shall produce neat, clean lines along the sides of sidewalks and other areas edged, and shall be accomplished free of scalping, rutting, bruising, uneven and rough mowing.

All vegetation growing in the following areas shall be removed during the edging operation: (1) Sidewalks and driveway expansion joints and cracks; (2) Street/driveway curbing expansion joints; (3) Cracks between curbing and street/driveway pavement. For continued maintenance of vegetation growing in cracks and expansion joints, herbicide treatment may be utilized to reduce the amount of mechanical work. The use of herbicides shall not be allowed for the purpose of eliminating or reducing normal edging along straight paved edges such as sidewalks, curbs, driveways and streets. Debris generated by edging operations, which falls on nearby sod, causing an unsightly appearance, shall be removed from the site the day of the edging operation and disposed of off center.

- 10.1.3 Cultivation of Plant Beds: Shrubs, hedges, and flowerbeds shall be cultivated at the frequencies and times specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. The bed shall extend a sufficient distance from base of shrubs, not less than 18 inches, to provide proper care for the plants and to insure their protection from damage by lawn

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mowers or other equipment. When cultivating, care shall be taken so that the roots of all plants that are to remain are not damaged. All debris shall be removed from bed areas, disposed of properly, and shall not be turned under. All unwanted vegetation shall be removed in its entirety including the entire root system. Removal of all vines and unwanted vegetation growing throughout shrubs shall be included in the cultivation process. Edging of beds or around individual shrubs shall be considered part of the cultivation. All edges shall be cut to a depth of two inches with neat and true lines. Care shall be taken not to dispose of existing mulch during the cultivation process.

- 10.1.4 Mulching Plant Beds: Shrubs, hedges, and flowerbeds shall be mulched at the frequencies and times specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. Shredded hardwood, pine bark mulch, or nuggets shall be provided by the Contractor and placed around all shrubs, hedges, and perennial flower beds, whether individual or massed. Shredded hardwood or pine mulch shall be placed to a depth of 3-4 inches. When new mulch is being placed over existing mulch, the total height shall not exceed the required depth. When cultivation is ordered in conjunction with mulching, then the cultivation shall be performed at least two days prior to placing any mulch. Mulch type shall be of same type as on existing beds. The type of mulch to be placed on newly formed beds shall be as specified by the COTR. Care shall be taken not to place mulch on top of small shrubs or plants coming up through the ground or to have a matted appearance.
- 10.1.5 Plant, Shrub, and Hedge Pruning: Shrubs, bushes, hedges and cultivated plants shall be pruned at the frequency shown in SOW Exhibit 1, Annual Grounds Maintenance Plan. All clippings and debris shall be removed from the site the same day and disposed of off the center. Pruning shall be accomplished so as to:
- 10.1.5.1 Remove growth attaining a length of 4 inches.
 - 10.1.5.2 Reduce the size and growth rate of each shrub by clipping approximately 20% to 30% of the total surface area approximately 3 to 6 inches inside the normal "pruned surface". This interior clipping (20% to 30%) shall be uniformly distributed over the entire shrub. This procedure shall be performed as a part of the normal pruning operation (when new growth is removed).
 - 10.1.5.3 Evenly form and balance the shrub, bush, or plant in order to shape it according to its natural growth habits. "Box" or "circular" shaping is not acceptable, except with hedges. Hedges shall be sheared or pruned, as appropriate, to maintain their established shape and appearance.
 - 10.1.5.4 Remove dead, damaged or diseased wood. If the entire shrub should die, remove the entire shrub to 6 inches below the ground level. The hole and any other surface damage caused by removal shall be filled with topsoil, fertilized, raked and seeded.
 - 10.1.5.5 Remove vines, tree sprouts or any other extraneous vegetative growth from under or on the shrubbery.
 - 10.1.5.6 Prune or remove growth in front of windows, over entrance ways or walks, or where vision is obstructed at street intersections.

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- 10.1.6 Ground Cover Maintenance: Ground cover beds are beds that may contain choice plants for use as ground cover. The beds may contain, but be not limited to, Ivy, Vinca, Junipers, and Phlox. Ground cover shall be maintained at a uniform height not to exceed 15 inches from the ground. Any growth cover that extends into or on other shrubs, trees, buildings, lawns, fences, or any other item shall be cut back to a height of 15 inches. The edge of the bed that meets the lawn area shall have an edge cut that is neat and presents a defined clean appearance and shall be maintained to a +/- 3 inches from the border of the bed's edge. All grass and other unwanted vegetation shall be removed from these beds without damage to the ground cover plants.
- 10.1.7 Raking and Leaf Gathering: Includes the raking and removal of leaves, pine straw and pinecones, limbs, and other debris from the designated area according to frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. All debris shall be disposed of off the center the day of collection.
- 10.1.8 Maintain Prestige Grounds: The contractor shall maintain areas in front of the following facilities: 1219, 1251, 1213, 1222 and the Badge and Pass / Main gate area. All requirements of Maintenance Level I shall apply to the Prestige Grounds areas. Additionally, maintenance shall include the weeding, mulching, leaf gathering, and planting and maintaining of annual plants and ground cover, as per season, in the plant beds in these areas.
- 10.1.9 Sweeping Pavement: Pavement sweeping shall include, but not be limited to, the removal from the surfaces being swept all sand, dirt, gravel, grass, trash or other debris encountered. The materials collected shall be disposed of the same day collected. Areas and frequencies shall be as specified in SOW Exhibit 1, Annual Grounds Maintenance Plan.
- 10.1.10 Maintenance on Perimeter fence line: Security areas, as designated by the COTR, and protective barriers at NASA LaRC shall be maintained as unobstructed areas or clear zones. The unobstructed areas or clear zones should be maintained on both sides of and between physical barriers. This shall be accomplished by removal of all trees, brush, rock piles and other materials within the designated zone and the frequent mowing of vegetation or the use of chemicals designed to control or kill such vegetation. Vegetation shall not exceed 8 inches in height. These areas shall be kept free of vehicles, structures, and debris (See NASA Procedural Requirement [NPR] 1620.3, Physical Security Requirements for NASA Facilities and Property, Chapter 6, Sections 6.11.1, 6.11.2, 6.11.3, 6.11.3.1, and 6.11.4).
- Protective barriers outside clear zones shall be 10 feet or more from the perimeter fence/protective barrier and any exterior structures, vegetation, or any obstruction to visibility (NPR 1620.3, Chapter 6, Section 6.11.7).
- 10.2 Maintenance Level II: The Contractor shall provide grounds maintenance services in Maintenance Level II areas (as designated on the color coded center-wide map provided by NASA LaRC) at the times and frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. All grassed areas located within this maintenance level shall be mowed to a uniform height of three inches at the frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. All other requirements for grass mowing and trimming are the same as for Maintenance Level 1, as specified in paragraph 10.1.1 and 10.1.2.

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- 10.3 Maintenance Level III: All Maintenance Level III grassed areas (as designated on the color coded center-wide map provided by NASA LaRC) shall be mowed to a uniform height of 4 inches at the frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. The collection of lawn clippings is not required. However, clippings shall be removed when they are a fire hazard, without damaging grass or lawns. Trimming out of lawn areas shall be accomplished around but not limited to the following elements: light poles, fire hydrants, storm drains, existing trees and shrubs, steam lines and support poles, aircraft landing lights, fences, guy wires, and along the edge of roads, paths, jogging paths, parking lots, runways, buildings or any other site appurtenances.

11. REFUSE AND TRASH REMOVAL (BASE WORK)

- 11.1 General Requirements: Refuse collected from the NASA LaRC Facilities and subsequently deposited in various collection sites throughout NASA LaRC, shall be collected and disposed of off Center the same day collected at the frequencies specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. Refuse may consist of but is not limited to: 33 gallon bags of trash, empty cardboard boxes and trash-filled cardboard boxes. Additionally, the Contractor shall maintain Pearl Young Park, Activities Center grounds and cafeteria walk to ensure that they are clean and free of trash.
- 11.2 Burnable Refuse: Burnable refuse shall be collected from approximately 50 sites throughout the Center (Note: Site locations to be coordinated with the COTR and are subject to change by the COTR.) on a scheduled basis, as set forth in SOW Exhibit 1, Annual Grounds Maintenance Plan. Refuse must not meet requirements set forth in SOW Exhibit 3, Non-Burnable Refuse. The collected refuse shall be transported to the trash incinerator on located on Wythe Creek Road the same day collected.
- 11.3 Boxed Trash and Privacy Act Materials: Boxed Trash and Privacy Act Materials shall be removed once weekly from the pick-up points, as coordinated with NASA LaRC's custodial support services contractor (See clause H.7 of the contract), and transported to the trash incinerator located on Wythe Creek Road.
- 11.4 Trash, Litter Collection and Disposal for the Grounds: The Contractor shall collect and dispose of trash and litter in all grassed areas, plant and shrub beds, wooded areas, sidewalks, streets, ditches and curbs at the frequency specified in SOW Exhibit 1, Annual Grounds Maintenance Plan. Trash and litter does not include natural vegetation, such as leaves, pine straw, and limbs. All trash and litter shall be disposed of off the center the same day as collected.
- 11.5 Trash Collection from Buildings: Trash shall be removed from buildings in accordance with the frequencies as stated in SOW Exhibit 1, Annual Grounds Maintenance Plan. The pick-up points and times shall be coordinated with NASA LaRC's custodial support services contractor (See clause H.7 of the contract). All trash and shall be disposed of off the center the same day as collected.
- 11.6 Non-Burnable Refuse: Refuse not acceptable for incineration includes, but is not limited to, wood crates, tree branches, non-usable dirt/gravel, building materials and stumps. This refuse shall be transported off the center to the local landfill. Such refuse shall be stored at an on-site location designated by the COTR, and transported to the landfill in full truckloads only. (See SOW Exhibit 3, Non-Burnable Refuse, for additional non-burnable refuse items.)

12. CLEANING SERVICES (BASE WORK)

12.1 The Contractor shall provide the necessary services to perform the following:

12.1.1 Cleaning Grease Traps: Grease traps located at the NASA LaRC Cafeteria (Building 1213) shall be cleaned and free of solids, grease accumulations and all other debris collected in the traps. All inlet piping and drain lines shall be free of blockage and a free flow test performed. All waste material collected shall be disposed off center the same day as collected. The contractor shall perform these services twice monthly.

13. PEST CONTROL SERVICES (BASE WORK)

13.1 General Requirements: The Contractor shall provide services, materials and equipment to exterminate a wide variety of insects and pests throughout the buildings, trailers and other structures at NASA LaRC (This includes, but is not limited to, post-construction treatment of wood infesting insects/organisms to control/eradicate populations, services requiring space fogging/fumigation and odor control from smoke and decaying matters.). Pests include, but not limited to: rodents, (both indoors and on the immediate grounds), reptiles, cockroaches, termites, flies, fleas, wasp/hornets/bees, ants, fruit flies, spiders, and other arthropods.

Bait formulations shall be used whenever possible for cockroach and ant control. When spray is necessary, it shall be applied precisely to cracks and crevices and never to exposed surfaces. Fogging, of any type, shall be approved by the COTR prior to application. Rodent control inside Facilities shall be by trapping rather than rodenticide.

Bulk storage of pesticides on Government property is strictly prohibited. Pest control services indoors shall be performed between the hours of 6:00 p.m. to 6:00 a.m., unless the areas to be treated and adjacent spaces are unoccupied. The Contractor shall take appropriate measures to protect personnel when applying pest control chemicals outdoors during normal operating hours.

The Contractor shall provide certification to the Contracting Officer of all on-site personnel who perform pest control services. Certification shall include a minimum of 2 years of experience in the handling and application of pesticides and issuance and maintenance of a current Pesticide Applicator Permit issued by the Virginia Department of Agriculture and Consumer Services. The Contractor shall maintain a record of all applications. The record shall be available for review by the COTR.

13.2 Preventative Maintenance: Food preparation facilities (B-1213 Cafeteria, B-1222 Activities Center, and B-1202 Snack Bar) shall be treated on a bi-weekly schedule and in compliance with all Environmental Protection Agency requirements governing pesticide application in food handling areas. A schedule of the work shall be coordinated with, and acceptable to, the COTR to assure that all work shall be performed when access to the Facilities is a minimal nuisance to building occupants and allows non-hindrance to the Pest Control Applicator.

14. INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) WORK ITEMS

14.1 Indefinite Delivery/Indefinite Quantity (IDIQ) work is unscheduled, nonrecurring work provided on an as needed basis that is within the broad scope of the SOW, but not priced under the Base Firm-Fixed Price portion of the contract. A Task Order will be issued by the Contracting Officer (CO) in accordance with clause H.6, Method of Placing Task Orders, to augment core services. The Contractor

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shall provide the additional ground maintenance services on a fixed price basis. IDIQ work may, as required, be classified into one of the two categories, as follows:

- 14.1.1 Emergency Service Work: Any unscheduled work ordered under the IDIQ portion of the contract that is considered to pose a potential threat to health, safety, or Government property by the Contracting Officer shall be considered Emergency work. After receiving verbal notification from the Contracting Officer or the COTR, the Contractor shall respond to all emergency work within two hours, or sooner, and shall proceed until all work is completed.
- 14.1.2 Urgent Service Work: Any unscheduled work ordered under the IDIQ portion of the contract that is not considered Emergency Service Work, but needs to be accomplished before the normal time frame for routine work, shall be considered Urgent Work. After receiving verbal notification from the Contracting Officer or the COTR, the Contractor shall respond to all Urgent work within 24 hours and shall proceed until all work is completed.
- 14.2 The following items represent activities that may be performed under the IDIQ portion of the contract. The actual amount of work to be performed shall be determined by the Contracting Officer and COTR. The Contractor shall be required to complete the required services within the time frames specified in SOW Exhibit 2, IDIQ Completion Time Requirements.
 - 14.2.1 Mowing: Mowing under the IDIQ portion of the contract shall be completed in accordance with Sections 10.1.1 (Maintenance Level I Mowing), 10.2 (Maintenance Level II Mowing) and 10.3 (Maintenance Level III Mowing), above.
 - 14.2.2 Tree Pruning: Trees shall be pruned in accordance with the following guidelines to selectively remove unwanted growth and encourage trees to grow or respond in a desired manner. Trees shall be pruned according to their natural growth habit to evenly form and balance the tree, to promote proper health and growth, to respond to damage inflicted by natural or human causes, and to prevent interference with pedestrian and vehicular traffic. All clippings and debris shall be removed and disposed of off Center the same working day. Pruning shall be accomplished in a manner so as to:
 - 14.2.2.1 Remove dead, damaged, or diseased wood or structurally weak limbs that may cause a safety hazard or unsightly appearance.
 - 14.2.2.2 Remove branches that extend over buildings and endanger roofs, eaves, and windows, or hang within eight feet vertically of sidewalks, parking lots, and driveways.
 - 14.2.2.3 Remove growth of small trees in front of windows, over entranceways or walks, and those, which obstruct vision at street intersections.
 - 14.2.2.4 Remove sprouts which grow from the trunk. Remove sprouts to the height of the first major lateral limb.
 - 14.2.2.5 Branch stubs shall not be allowed. All branches shall be pruned back to the next major limb or the tree trunk. Pruning cuts shall be performed in a manner, which leaves the branch collar exposed (with no stub beyond the branch collar).
 - 14.2.3 Tree Removal: Trees, their stumps, and above ground roots shall be removed to a depth of six inches below normal ground elevation. Stump removal operations shall avoid unnecessary soil

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excavation and ground disruption. All debris shall be disposed of off the center the day of removal. The stump hole and any other surface caused by removal shall be filled with topsoil, fertilized, raked, and seeded.

- 14.2.4 Limb Removal (over 1" diameter): Limb removal shall be accomplished for the removal of broken, diseased, unwanted, or dying branches exceeding 1 inch in diameter, but shall not involve pruning an entire tree. If climbing is necessary, workmen shall have a safety belt or rope properly attached. Spurs will not be permitted for climbing trees.
- 14.2.5 Vegetation Herbicide Application: The contractor shall comply with state and local regulatory requirements addressing vegetation herbicide application. The Contractor shall hold a valid Virginia state license or Virginia state certification for each category of pest control work involved. Any required state, county or local permits for possession, procurement, or use of any chemicals used under this contract shall be obtained at no additional cost to the Government.
- 14.2.5.1 Rate of Application: All chemicals shall be applied in strict accordance with the product's EPA or State registered labeling. All instructions or recommendations by the Contracting Officer's authorized representative and the manufacturer shall be accurately followed.
- 14.2.5.2 Spraying Operations: Chemical spraying shall be performed only on still days and shall be delayed when unfavorable weather or other conditions exist which would unduly increase the hazard to personnel. Desirable vegetation damaged by the Contractor shall be repaired or replaced at no additional cost to the Government.
- 14.2.5.3 Vegetation Herbicide: Herbicide shall be applied as directed in the COTR. Herbicide shall be used on undesirable vegetation. Following the kill of the undesirable vegetation, the Contractor shall immediately remove all dead vegetation.
- 14.2.5.4 Herbicide Inspection: If, at the end of the manufacturer's recommended allowable time for a product's ability to kill the vegetation, the application has not achieved at least a minimum kill of 90 percent, the Contractor shall re-perform the work at no additional cost to the Government.
- 14.2.5.5 Broadleaf Weed Control for Lawns: Rate of application for broadleaf weed control shall be as recommended by the manufacturer. A kill rate of 85% of all broadleaf weeds shall be accomplished within three weeks after application. This shall be determined by choosing random locations in the area of applications, measuring approximately 10' X 10', and noting the percentage of visible broadleaf weeds both prior to and subsequent to the application of the broadleaf weed control. If the above kill percentage of broadleaf weeds is not achieved, the Contractor shall re-apply the broadleaf weed control as many times as required to achieve the required percentage of kill. Any required re-application shall be at no additional cost to the Government.
- 14.2.6 IDIQ Pest Control:
- 14.2.6.1 General Service Calls: The Contractor shall respond to general service calls for pest control service from facilities throughout NASA LaRC. The COTR will provide the details of the work to the contractor as required. (Note: For immediate service calls, the contractor shall respond as required by the COTR's verbal instruction.) All

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specifications and requirements herein shall apply to this requirement.

- 14.2.6.2 Wood Infesting Insects: The Contractor shall be required to inspect and treat facilities for wood infesting insects. Treatment applications shall be in accordance with acceptable standards of the Pest Control Industry and the Virginia Department of Agriculture and Consumer Services. Fumigation shall not be permitted. The COTR will provide the details of the work requirements to the contractor as needed.
- 14.2.6.3 Animal Control: The Contractor shall capture and remove animals from facilities throughout NASA LaRC. Live traps and other methods shall be used in this process to remove animals without harm. Captured wild animals shall be removed from the facilities and returned to the wild; domestic animals shall be transported to local animal shelter. Dead animals shall be properly disposed of off Center. Each animal control incident shall be documented. The record shall include the location, date, time, requester, type/species of animal and disposition. A copy of the record shall be forwarded to the COTR on a monthly basis.
- 14.2.6.4 Bird Control: The Contractor shall provide services, materials and equipment to control various types of birds throughout NASA LaRC. Services shall include, but not be limited to, the removal of roosting areas, treatment of areas to prevent reoccurrence of roosting, collection and disposal of bird remains, cleaning bird excrement from facilities and grounds. The Contracting Officer shall approve all methods of bird control prior to implementation. The Contractor shall maintain a record of all bird control applications including the type of control used, date, building, requester and any additional data required by regulatory agencies. A copy of the record shall be forwarded to the COTR monthly.

14.2.7 Excavation Support:

- 14.2.7.1 The Contractor shall perform mechanical and manual excavation operations throughout NASA LaRC as required. Excavations shall include, but not be limited to:
 - 14.2.7.1.1 Exploratory Excavation: Exploratory excavations shall be performed to verify the location of existing underground utilities or other objects. The COTR will provide the details of the work requirements to the contractor as needed.
- 14.2.7.2 Field Surveying of Site: It is the responsibility of the Government to identify and mark any underground utilities located in the area prior to the start of any digging operations. It shall be the Contractor's responsibility for ensuring that the Government has performed a field survey of the area prior to the start of any digging operations. The Contractor shall take all reasonable safeguards to protect all underground utilities and to ensure the health and well being of its employees while performing work on Government property. It shall be the responsibility of the Contractor to notify the Contracting Officer immediately if any injuries or property damage occurs. The Contractor is responsible for repairing any such property upon receiving the Contracting Officer's approval to do so.

14.2.8 Unclassified Work:

- 14.2.8.1 General Requirements: Unclassified work is work of a one time or specific nature that cannot be identified in sufficient detail to be included as a unit price task. Such

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work includes, but is not limited the items described in 14.2.8.5, below. A written estimate with all supporting documentation, including labor hours, material price quotes and all calculations shall be submitted to the Contracting Officer within three working days of the Government's request to perform the work. The Contractor estimates will be evaluated by the Government to determine if: (1) the scope has been clearly and accurately identified; (2) material estimates are reasonable and properly documented; (3) unit price work has been estimated using the unit prices that were bid; and (4) the estimated completion date is acceptable to the Government. Estimates that are deficient will be returned to the Contractor for revision. Upon successful negotiation of terms, the contractor shall begin the Government requested work.

- 14.2.8.2 Labor: The Contractor shall prepare an independent estimate of the labor hours based on the latest wage determination for the required trade. Other estimating methods may be mutually agreed upon for use in determining estimated labor hours. The rate shall include all overhead, profit, and all other direct and indirect costs.
- 14.2.8.3 Materials: The Contractor shall prepare an independent estimate of the material costs associated with the requested work. The estimate shall include the name of materials, size, quantity, number of units and the unit prices. Material-prices shall be the lowest price available, considering the availability, quality specified and the time constraints on the job, including all applicable shipping, handling, and taxes. The Contractor shall submit at least two competitive vendor quotes with the estimate from vendors regularly engaged in the supply of like materials. Additional reasonable costs associated with the delivery of materials may be allowed if the materials are not available locally and have to be procured outside a 50 mile radius of the area of work.
- 14.2.8.4 Differing Site Conditions: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not be evaluated during the initial estimating procedures, the Contractor shall notify the Contracting Officer in writing and shall not proceed without Contracting Officer authorization. The Contracting Officer will direct the Contractor to (1) estimate the change of scope for the unforeseen condition only, or (2) prepare a new estimate for the total job as revised. The Contracting officer will, after review and approval of the estimate, direct the contractor to complete the revised work.
- 14.2.8.5 The following represents items that are covered under the unclassified work section:
- 14.2.8.5.1 IDIQ Cleaning Services:
- 14.2.8.5.1.1 General Requirements: The Contractor shall provide the necessary services to perform the cleaning of ditches, catch basins, skimming basins and septic tanks. Additional cleaning services such as, but not limited to, the removal of oil and grease saturated soil or gravel may also be required. Spoils from this clean up shall be packaged for disposal. New soil or gravel shall be installed to replace that which was removed.
- 14.2.8.5.1.2 Ditch Cleaning: Vegetative growth in drainage ditches shall be cut to a height of 2 inches on the bottom and sides. All wood and brush, cuttings, trash and debris shall be removed and disposed off the Center the same day of cleaning. Mouths of

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ditches, inlets and outlets shall be cleared of sediment, vegetation and debris to allow unrestricted flow of water. Where ditch bottoms are paved, all mud and debris shall be removed from the paved surface and disposed off the Center the same day of cleaning. Where ditch bottoms are not vegetated and have intermittent water flow, woody and aquatic vegetation shall be removed or chemically treated. COTR approved herbicides for vegetation control will be permitted.

- 14.2.8.5.1.3 Septic Tank Cleaning: All septic tanks and holding tanks shall be pumped and cleaned of debris and solid waste in accordance with industry standards. Tanks, traps and drain lines associated with this requirement shall be free of blockage. A flow test shall be performed. All waste shall be disposed off the Center in accordance with all applicable local, State and Federal laws.
- 14.2.8.5.1.4 Cleaning Catch Basins: Catch basins shall be cleaned of all oil, leaves, trash, or other debris that has accumulated. All drain lines to and from the basin shall be free of blockage and open to drain freely. All materials shall be disposed of the same day collected.
- 14.2.8.5.2 Raking and Leaf Gathering: IDIQ raking and leaf gathering shall be completed in accordance with Section 10.1.7, above.
- 14.2.8.5.3 Cultivate Plant Beds, Shrubs, Hedges and Trees: IDIQ plant bed, shrub, hedge and tree cultivations shall be completed in accordance with Section 10.1.3, above.
- 14.2.8.5.4 Mulch Plant Beds, Shrubs, Hedges, and Trees: IDIQ plant bed, shrub, hedge and tree mulching shall be completed in accordance with Section 10.1.4, above.
- 14.2.8.5.5 Ground Cover Maintenance: IDIQ ground cover maintenance shall be completed in accordance with Section 10.1.6, above.
- 14.2.8.5.6 Plant, Shrub, and Hedge Pruning: IDIQ plant, shrub and hedge pruning shall be completed in accordance with Section 10.1.5, above.
 - 14.2.8.5.6.1 Severe Shrub Pruning: Severe pruning of shrubs shall consist of removal of all or major portion of the total growth of the shrub. The extent of pruning shall consist of pruning large shrubbery to a level approximately one to three feet above ground level. Debris resulting from the pruning process shall be disposed off the activity the same day of pruning.
- 14.2.8.5.7 Shrub Removal: When directed by the Government COTR, the Contractor shall remove shrubs in their entirety. Shrubs shall be dug or pulled up. Places where shrubs have been removed from lawn areas shall be filled to grade with topsoil, seeded and fertilized to blend with the surrounding area (See 10.1.5.4, above).

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14.2.8.5.8 Superfluous Growth Removal: When directed by the Government COTR, the Contractor shall remove all superfluous growth from the base and trunks of specified trees. The extent of growth removal shall include but not limited to:

14.2.8.5.8.1 Sucker growth shall be removed in its entirety from the area at the base of the tree without damage occurring to the tree.

14.2.8.5.8.2 Sappier growth shall be removed in its entirety from the area between the lower limbs and the base of the tree without damage occurring to the tree.

14.2.8.5.9 Topsoil Placement:

14.2.8.5.9.1 Topsoil Placement (without tilling): Topsoil shall be placed to a depth as specified by the COTR. All topsoil shall conform to the specifications listed in paragraph 7.9.1 of this Statement of Work. The Contractor shall scarify subgrade to a depth of 2 inches for bonding of the topsoil to the subsoil. Topsoil shall be placed in increments of three inches and shall be rolled with a roller not to exceed 90 pounds for each foot of roller width. The Contractor shall not spread topsoil when frozen or excessively wet. The Contractor shall correct any irregularities in the finished surfaces to eliminate depressions, and shall protect finished areas from damage by vehicular or pedestrian traffic.

14.2.8.5.9.2 Topsoil Placement (with tilling): Topsoil shall be tilled into existing soil to the depth of at least 3 inches by plowing, disking, harrowing or other approved methods until thoroughly mixed. When conditions are such, by reason of drought, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the work shall be stopped and shall be resumed only when directed by the COTR. Any undulations or irregularities in the surface that would interfere with further operations or maintenance shall be leveled.

14.2.8.5.10 Seeding Lawns: Seed shall be uniformly applied at the rate of 5 pounds per 1000 square feet. Seed shall be of the same type as existing grass, unless specified otherwise by the COTR.

14.2.8.5.11 Fertilization: The Contractor shall furnish and uniformly apply 15 pounds per 1000 square feet of 10-20-20 (N P K) analysis fertilizer. Fertilizer shall be granular, contain the specified amounts of nutrient elements (Nitrogen, Phosphorus and Potassium), and conform to federal Specification 0-F-241, Type 1, Class 2. Fertilizer shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to State and Federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery. Fertilizer shall be applied only when grass blades are free of moisture.

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Ground cover plants and shrubbery beds shall be fertilized concurrently with lawn application, at the same rates. The Contractor's Work Schedule shall reflect planned fertilization dates.

- 14.2.8.5.11.1 Fertilize Lawns: Powdered or granular fertilizer for existing lawns shall be uniformly applied, with 10-20-20 at 8 pounds per 1000 square feet. There shall be no deviation from this fertilizer type unless approved by the COTR.
- 14.2.8.5.11.2 Fertilize Trees, Shrubs, Hedges and Ground Cover: Fertilizer type shall be commercial time release 10-20-20. Fertilizer shall be placed a minimum of 15" from the trunk of trees, 12" from extended surface roots of trees, and 6" from the stem of all shrubs. The contractor shall fertilize the entire area under the drip line starting from the trunk or stem out. The application rate of fertilizer for the trees shall be 2 pounds per inch of diameter. The diameter of each tree shall be determined by measuring one foot above ground. The application rate of fertilizer for hedges, shrubs and ground cover shall be 3 pounds per 100 square feet of planting bed.

14.2.8.5.12 Transplanting Trees, Shrubs and Ground Cover: Trees, shrubs and ground cover (referred to below as "plants") shall be transplanted by the Contractor as directed by the COTR. The work includes preparation of the bed, fertilizing, mulching, and setting the plants. Where planting beds occur in existing turf areas, the Contractor shall remove the turf to a depth that will ensure the removal of the entire root system. Depth of pits shall be measured from finished grade. Depth of excavation shall provide a proper relationship between top of root ball and finished grade. The Contractor shall protect existing adjacent turf before excavations are made. Any damage to existing turf shall be repaired to the satisfaction of the COTR at no additional cost to the Government.

For balled-and-burlapped plants, container grown plants with balls or containers less than 12 inches in diameter, the Contractor shall excavate pits at least 16 inches larger in diameter and deep enough so that the root balls or container is even with the existing surface grade. For balled-and burlapped plants, container grown plants with root balls or containers greater than 12 inches in diameter, the Contractor shall excavate pits at least 24 inches larger in diameter and deep enough so that the root ball or container is even with the existing surface grade.

For trees, the Contractor shall excavate pits at least 36 inches larger in diameter and deep enough so that the root ball or spread of the root system is even with the existing surface grade. The Contractor shall build an earth saucer for all trees. All planting pits and planting beds shall be filled with planting soil mixture as specified by the COTR. All plants shall be fertilized as specified herein. See paragraph 14.2.8.5.11.2, above, for application rates of fertilizer and procedures. All trees shall be staked as specified herein. Beds of individual plants or plant groupings shall be uniformly edged to provide a clear cut

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division line between planted area and adjacent lawn. The Contractor shall form bed shapes as indicated or directed by the COTR, and shall make individual plant pits circular in shape. The Contractor shall remove all plant stakes, tie wires, and existing mulch one year after planting. The plant pit shall be graded to the existing grade, fertilized and seeded to match the surrounding lawn areas.

- 14.2.8.5.13 Lawn Repair: Lawn repair shall include scarifying or turning over existing ground, placing topsoil, rough grading, fine grading, seeding and fertilization as required for the repair of damaged lawn areas. Lawns repaired shall match the existing lawn area around the affected area. The following work shall apply:
- 14.2.8.5.13.1 Placing Topsoil for Lawn: Repair topsoil shall be placed in increments of 3 inches and shall be rolled with a roller not to exceed 90 pounds for each foot of roller width.
- 14.2.8.5.13.2 Preparation of Existing Lawns: For lawn repair, if topsoil is not required, the existing lawn areas shall be scarified to a depth of one inch prior to application of seed and fertilizer.
- 14.2.8.5.13.3 Fertilization: For lawn repair, following the scarification of the soil, fertilizer (10-20-20) shall be applied at 15 pounds per 1000 square feet.
- 14.2.8.5.13.4 Seeding for Lawn Repair: Following scarification and fertilization, seed matching the surrounding lawns shall be applied, at the rates as established herein.
- 14.2.8.5.14 Underbrushing (Clear Cutting): All brush, weeds, and small trees (three inches and below in diameter at ground level) shall be cut back to within one inch of ground level, removed from the site, and disposed of off the Center.
- 14.2.8.5.15 Tree and Shrub Establishment: All plantings shall be Contractor provided and established. Establishment shall include providing necessary care to firmly establish the new plantings. Planting procedures shall be in accordance with accepted nursery standards. The Contractor shall water and otherwise care for new plants sufficiently to ensure proper development. All plants that die or fail to develop noticeable growth within one year of planting shall be replaced by plants of like size and type by the Contractor at no additional cost to the Government.
- 14.2.8.5.15.1 Trees: Established trees shall be of the type or species as specified by the COTR, with trunk diameters (measured 4.5 feet up from the ground) of at least 3 inches. Trees shall be planted in accordance with accepted nursery standards, including fertilization, mulching, and watering. Trees shall be guyed and staked in at least two directions.

Exhibit A – Statement of Work

14.2.8.5.15.2 Shrubbery: Shrubbery ordered shall be shrubs of the three-gallon class size and of the same species and type as established or as specified by the COTR. Shrubs shall be planted in accordance with nursery standards, including fertilization, mulching, and watering.

14.2.8.5.16 Miscellaneous Requirements:

14.2.8.5.16.1 Sandbagging: The Contractor shall be required to fill, transport and place sandbags to control high-water around facilities located in the east and west areas of NASA LaRC during periods flooding and high tides resulting from storms, hurricanes, or other severe conditions. After the water subsides, sandbags shall be collected and returned to the Contractor's designated storage area. The Contractor shall collect and dispose of vegetation, trash, driftwood, cans, bottles and other debris deposited.

14.2.8.5.16.2 Barricades: The Contractor shall be required to transport barricades, by truck, from the Contractors storage facility, to site locations throughout NASA LaRC. Barricades shall be positioned or placed as needed for the management and control of special events, maintenance activities, traffic control or other occasions as ordered. Barricades shall be collected and returned to the Contractor's storage facility. Barricade collection shall be considered a part of the initial request for barricade support.

**LIST OF EXHIBITS
FOR
STATEMENT OF WORK**

- SOW EXHIBIT 1 ANNUAL GROUNDS MAINTENANCE PLAN**
- SOW EXHIBIT 2 IDIQ COMPLETION TIME REQUIREMENTS**
- SOW EXHIBIT 3 NON-BURNABLE REFUSE LISTING**

**Exhibit A - Statement of Work: Exhibit 1
Annual Grounds Maintenance Plan**

ANNUAL GROUNDS MAINTENANCE PLAN FOR BASE WORK													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
DESCRIPTION	Occurrences												
Maintenance Level I Mowing	0	0	3	4	4	4	4	4	4	3	2	0	32
Maintenance Level II Mowing	0	0	1	2	2	2	2	2	2	1	0	0	14
Maintenance Level III Mowing	0	0	0	1	1	1	1	1	1	1	0	0	7
Edging	0	0	1	1	1	1	1	1	1	1	1	0	9
Cultivate Plant Bed	0	0	0	1	0	1	0	1	0	1	0	0	4
Mulch Plant Bed	0	0	0	0	1	0	0	0	0	1	0	0	2
Plant, Shrub & Hedge Pruning	0	0	0	0	1	0	0	1	0	0	1	0	3
Ground Cover Maintenance	0	0	0	1	0	1	0	1	0	1	0	0	4
Burnable Refuse	20	20	21	21	21	21	21	21	21	21	21	21	250
Boxed Privacy Act Material Pick-up	4	4	4	4	4	4	4	4	4	4	4	4	48
Trash & Litter Collection - Grounds	4	4	4	4	4	4	4	4	4	4	4	4	48
Trash Collection - Buildings	8	8	8	8	8	8	8	8	8	8	8	8	96
Pest Control Service: Preventive Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Cleaning Grease Traps	2	2	2	2	2	2	2	2	2	2	2	2	24
Raking and leaf gathering	1	0	0	0	0	0	0	0	0	1	1	0	3
Sweeping Pavement	1	0	0	1	0	0	1	0	0	1	0	0	4
Maintain Prestige grounds	0	0	0	1	0	0	1	0	0	1	0	0	3
Maintain Perimeter fence line	0	0	0	1	0	1	0	1	0	1	0	0	4
Herbicide Sub-Stations	0	0	0	0	0	1	0	1	0	1	0	0	3

SOW E-1

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 Exhibit A – Statement of Work: Exhibit 2
 IDIQ Completion Time Requirements

The following provides the completion time requirements for the IDIQ efforts under the Statement of Work.

IDIQ Contract Requirement	Required Completion Time (Workdays)
Maintenance Level I, II, and III Mowing	3
Cultivate Shrubs / Ornamental Trees	3
Mulch Shrubs / Ornamental Trees	15
Prune Shrubs	5
Shade Tree Pruning	5
Ornamental Tree Pruning (1"-6" in Diameter)	5
Ornamental Tree Pruning (6" and above in Diameter)	10
Tree Removal (up to 3" in Diameter)	5
Tree Removal (3 1/8" to 6" in Diameter)	10
Tree Removal (6 1/8" and above in Diameter)	15
Limb Removal (Over 1" in Diameter)	3
Shrub Removal	5
Superfluous Growth Removal	5
Seeding	10
Topsoil Placement	10
Fertilize Lawns, Trees, Shrubs, Hedges, and Ground Cover	5
Vegetation Herbicide Application	4
Broadleaf Weed Control Application	15
Transplant Trees (Up to 4" in Diameter)	5
Transplant Trees (4 1/8" to 6" in Diameter)	10
Transplant Shrubs	5
Transplant Ground Cover	5
Lawn Repair	10
Under Brushing	5
Plant Tree (12' to 16' in Height and 2 1/2" to 6" in Diameter)	5
Plant Deciduous Shrub (2 1/2' to 4' in Height)	5
Plant Evergreen Shrub (2 1/2' to 3' in Height)	5
Plant Spreading Evergreen Shrub (1 1/2' to 2' in Height)	5
Plant Broadleaf Evergreen Shrub (1 1/2' to 2 1/2' in Height)	5
Plant Broadleaf Flowering Evergreen Shrub (1 1/2' to 2 1/2' in Height)	5
Pest Control Service Calls – Wood Infesting Insects	3
Pest Control Service Calls – Other Than Wood Infesting Insects	2
Sandbagging	As Required

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Exhibit A – Statement of Work: Exhibit 2
IDIQ Completion Time Requirements

Barricades	As Required
Cleaning Ditches	5
Cleaning Septic Tanks	1
Cleaning Catch Basins	3
Exploratory Excavation	5
Raking and Leaf Gathering	5
Ground Cover Maintenance	5
Miscellaneous Labor	2
Materials (Not Otherwise Specified)	2

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Exhibit A – Statement of Work: Exhibit 3
Non-Burnable Refuse Listing

The following items shall not be delivered to the Hampton Steam Plant. These items are considered non-burnable refuse:

1. Loads that have a large amount of items that do not burn
2. Lead acid batteries and dry cells.
3. Infectious waste, including dead animals.
4. Metal scraps.
5. Hazardous waste: RCRA Listed
6. Materials that can be recycled.
7. Fluorescent light fixtures. Please source separate if possible.
8. Explosives
9. Large items: More than 5 feet by 5 feet
10. Waste from industrial facilities
11. Chemicals

If there are any questions, please call the Hampton Steam Plant at 757-865-1914.

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Exhibit B – Contract Rate Schedules

1. CLIN 02: Base Firm-Fixed Price Work - Base Period

The following table lists the rates to be utilized during performance of the Base Work for the Base Period in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the Base Work under the Base Period is the sum of Items 002A through 002T.

CLIN	Description	Estimated Quantity (Yearly)*	Unit	Unit Price	Total
002A	Maintenance Level I Mowing	3,528	Acre	45.45	160,341.61
002B	Maintenance Level II Mowing	384	Acre	155.62	59,756.52
002C	Maintenance Level III Mowing	642	Acre	31.09	19,960.58
002D	Edging	533,333	Linear Foot	0.09	47,265.83
002E	Cultivate Plant Bed	7,200	Square Yard	5.41	38,930.94
002F	Mulch Plant Bed	4,800	Square Yard	9.60	46,063.39
002G	Hedge Pruning	13,333	Linear Foot	0.82	10,938.14
002H	Shrub/Plant Pruning	1,333	Each	8.03	10,697.99
002I	Ground Cover Maintenance	1,800	Square Yard	6.16	11,096.92
002J	Burnable Refuse	12,824	Box	0.06	705.32
002K	Boxed Privacy Act Material	23,833	Box	0.42	10,106.16
002L	Trash and Litter Collection-Grounds	14,984	Acre	0.90	13,514.18
002M	Pest Control	22	Applications	837.93	18,434.50
002N	Grease Trap Cleaning	22	Each	679.11	14,940.52
002O	Leaf Raking and Gathering	378	Acre	39.32	14,861.27
002P	Maintenance of Perimeter Fence Line	65,895	Feet	0.46	30,384.27
002Q	Maintenance of Prestige Grounds	22.5	Acre	664.02	14,940.52
002R	Herbicide Application to Sub-Stations	100	Hour	85.75	8,574.80
002S	Sweeping Streets	124	Hour	79.90	9,908.17
002T	Trash Collection - Buildings	704	Hour	19.20	13,514.03
	CLIN 02 Total				554,935.66

*Note that the Estimated Quantities for Year 1 are prorated for an 11 month Period of Performance due to the 30 day Phase-In Period.

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Exhibit B – Contract Rate Schedules

2. CLIN 03: Indefinite Quantity/Indefinite Delivery (IDIQ) Firm-Fixed Price Work - Base Period

The following table lists the rates to be utilized during performance of the IDIQ Work for the Base Period in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the IDIQ Work under the Base Period is the sum of Items 003A through 003L.

CLIN	Description	Estimated Quantity (Yearly)**	Unit	Unit Price	Total
003A	Mowing	46	Acre	50.00	2,300.00
003B	Tree Pruning	23	Each	80.00	1,840.00
003C	Tree Removal (1" to 12")	5	Each	715.00	3,575.00
003D	Tree Removal (13" to 24")	3	Each	750.00	2,250.00
003E	Tree Removal (25" and above)	2	Each	932.50	1,865.00
003F	Limb Removal	46	Each	49.00	2,254.00
003G	Herbicide Application	137,500	Square Yard	0.09	12,375.00
003H	Wood Infesting Pest Control	28	Hour	350.00	9,800.00
003I	Pest Control - General	413	Hour	95.00	39,235.00
003J	Exploratory Excavation	23	Hour	200.00	4,600.00
003K	Unclassified Work (Labor)	2,292	Hour	30.50	69,906.00
003L	Unclassified Work (Material)	*	*		
	CLIN 03 Total (NTE \$150,000.00 per year)				150,000.00

*The materials required under the “Unclassified Work (Materials)” CLIN are to general too allow an accurate estimation of the requirement per year. Therefore, an estimated quantity and unit has not been defined.

**Note that the Estimated Quantities for Year 1 are prorated for an 11 month Period of Performance due to the 30 day Phase-In Period.

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Exhibit B – Contract Rate Schedules

3. CLIN 04: Base Firm-Fixed Price Work - Option Period One

The following table lists the rates to be utilized during performance of the Base Work for Option Period One in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the Base Work under Option Period One is the sum of Items 004A through 004T.

<u>CLIN</u>	<u>Description</u>	<u>Estimated Quantity (Yearly)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
004A	Maintenance Level I Mowing	4,032	Acre	42.97	173,242.90
004B	Maintenance Level II Mowing	448	Acre	144.12	64,564.61
004C	Maintenance Level III Mowing	749	Acre	28.79	21,566.63
004D	Edging	600,000	Linear Foot	0.09	51,058.81
004E	Cultivate Plant Bed	9,600	Square Yard	4.38	42,063.37
004F	Mulch Plant Bed	4,800	Square Yard	10.37	49,769.71
004G	Hedge Pruning	20,000	Linear Foot	0.59	11,818.53
004H	Shrub/Plant Pruning	2,000	Each	5.78	11,561.66
004I	Ground Cover Maintenance	2,400	Square Yard	5.00	11,989.79
004J	Burnable Refuse	14,000	Box	0.05	762.07
004K	Boxed Privacy Act Material	26,000	Box	0.42	10,919.46
004L	Trash and Litter Collection-Grounds	16,346	Acre	0.89	14,601.38
004M	Pest Control	24	Applications	829.91	19,917.76
004N	Grease Trap Cleaning	24	Each	672.61	16,142.65
004O	Leaf Raking and Gathering	378	Acre	42.48	16,057.02
004P	Maintenance of Perimeter Fence Line	87,860	Feet	0.37	32,829.03
004Q	Maintenance of Prestige Grounds	22.5	Acre	717.45	16,142.65
004R	Herbicide Application to Sub-Stations	150	Hour	61.76	9,264.74
004S	Sweeping Streets	124	Hour	86.33	10,705.40
004T	Trash Collection - Buildings	768	Hour	19.01	14,601.38
	CLIN 04 Total				599,579.55

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Exhibit B – Contract Rate Schedules

4. CLIN 05: Indefinite Quantity/Indefinite Delivery (IDIQ) Firm-Fixed Price Work - Option Period One

The following table lists the rates to be utilized during performance of the IDIQ Work for Option Period One in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the IDIQ Work under Option Period One is the sum of Items 005A through 005L.

CLIN	Description	Estimated Quantity (Yearly)	Unit	Unit Price	Total
005A	Mowing	50	Acre	50.00	2,500.00
005B	Tree Pruning	25	Each	80.00	2,000.00
005C	Tree Removal (1" to 12")	5	Each	715.00	3,575.00
005D	Tree Removal (13" to 24")	3	Each	750.00	2,250.00
005E	Tree Removal (25" and above)	2	Each	937.50	1,875.00
005F	Limb Removal	50	Each	51.00	2,550.00
005G	Herbicide Application	150,000	Square Yard	0.08	12,000.00
005H	Wood Infesting Pest Control	30	Hour	350.00	10,500.00
005I	Pest Control - General	450	Hour	95.00	42,750.00
005J	Exploratory Excavation	25	Hour	200.00	5,000.00
005K	Unclassified Work (Labor)	2,500	Hour	26.00	65,000.00
005L	Unclassified Work (Material)	*	*		
	CLIN 05 Total (NTE \$150,000.00 per year)				150,000.00

*The materials required under the “Unclassified Work (Materials)” CLIN are too general to allow an accurate estimation of the requirement per year. Therefore, an estimated quantity and unit has not been defined.

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Exhibit B – Contract Rate Schedules

5. CLIN 06: Base Firm-Fixed Price Work - Option Period Two

The following table lists the rates to be utilized during performance of the Base Work for Option Period Two in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the Base Work under Option Period Two is the sum of Items 006A through 006T.

CLIN	Description	Estimated Quantity (Yearly)	Unit	Unit Price	Total
006A	Maintenance Level I Mowing	4,032	Acre	43.88	176,940.99
006B	Maintenance Level II Mowing	448	Acre	147.19	65,942.82
006C	Maintenance Level III Mowing	749	Acre	29.41	22,027.00
006D	Edging	600,000	Linear Foot	0.09	52,262.42
006E	Cultivate Plant Bed	9,600	Square Yard	4.48	42,961.26
006F	Mulch Plant Bed	4,800	Square Yard	10.59	50,832.11
006G	Hedge Pruning	20,000	Linear Foot	0.60	12,070.82
006H	Shrub/Plant Pruning	2,000	Each	5.90	11,808.46
006I	Ground Cover Maintenance	2,400	Square Yard	5.10	12,245.72
006J	Burnable Refuse	14,000	Box	0.06	778.34
006K	Boxed Privacy Act Material	26,000	Box	0.43	11,152.55
006L	Trash and Litter Collection-Grounds	16,346	Acre	0.91	14,913.07
006M	Pest Control	24	Applications	847.62	20,342.93
006N	Grease Trap Cleaning	24	Each	686.97	16,487.24
006O	Leaf Raking and Gathering	378	Acre	43.39	16,399.78
006P	Maintenance of Perimeter Fence Line	87,860	Feet	0.38	33,529.80
006Q	Maintenance of Prestige Grounds	22.5	Acre	732.77	16,487.24
006R	Herbicide Application to Sub-Stations	150	Hour	63.08	9,462.51
006S	Sweeping Streets	124	Hour	88.18	10,933.92
006T	Trash Collection - Buildings	768	Hour	19.42	14,913.07
	CLIN 06 Total				612,492.05

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Exhibit B – Contract Rate Schedules

6. CLIN 07: Indefinite Quantity/Indefinite Delivery (IDIQ) Firm-Fixed Price Work - Option Period Two

The following table lists the rates to be utilized during performance of the IDIQ Work for Option Period Two in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the IDIQ Work under Option Period Two is the sum of Items 007A through 007L.

CLIN	Description	Estimated Quantity (Yearly)	Unit	Unit Price	Total
007A	Mowing	50	Acre	50.00	2,500.00
007B	Tree Pruning	25	Each	80.00	2,000.00
007C	Tree Removal (1" to 12")	5	Each	715.00	3,575.00
007D	Tree Removal (13" to 24")	3	Each	750.00	2,250.00
007E	Tree Removal (25" and above)	2	Each	937.50	1,875.00
007F	Limb Removal	50	Each	51.00	2,550.00
007G	Herbicide Application	150,000	Square Yard	0.08	12,000.00
007H	Wood Infesting Pest Control	30	Hour	350.00	10,500.00
007I	Pest Control - General	450	Hour	95.00	42,750.00
007J	Exploratory Excavation	25	Hour	200.00	5,000.00
007K	Unclassified Work (Labor)	2,500	Hour	26.00	65,000.00
007L	Unclassified Work (Material)	*	*		
	CLIN 07 Total (NTE \$150,000.00 per year)				150,000.00

*The materials required under the “Unclassified Work (Materials)” CLIN are too general to allow an accurate estimation of the requirement per year. Therefore, an estimated quantity and unit has not been defined.

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Exhibit B – Contract Rate Schedules

7. CLIN 08: Base Firm-Fixed Price Work - Option Period Three

The following table lists the rates to be utilized during performance of the Base Work for Option Period Three in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the Base Work under Option Period Three is the sum of Items 008A through 008T.

<u>CLIN</u>	<u>Description</u>	<u>Estimated Quantity (Yearly)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
008A	Maintenance Level I Mowing	4,032	Acre	45.58	183,758.98
008B	Maintenance Level II Mowing	448	Acre	152.87	68,483.77
008C	Maintenance Level III Mowing	749	Acre	30.54	22,875.76
008D	Edging	600,000	Linear Foot	0.09	54,276.22
008E	Cultivate Plant Bed	9,600	Square Yard	4.65	44,616.67
008F	Mulch Plant Bed	4,800	Square Yard	11.00	52,790.80
008G	Hedge Pruning	20,000	Linear Foot	0.63	12,535.94
008H	Shrub/Plant Pruning	2,000	Each	6.13	12,263.47
008I	Ground Cover Maintenance	2,400	Square Yard	5.30	12,717.58
008J	Burnable Refuse	14,000	Box	0.06	808.33
008K	Boxed Privacy Act Material	26,000	Box	0.45	11,582.29
008L	Trash and Litter Collection-Grounds	16,346	Acre	0.95	15,487.71
008M	Pest Control	24	Applications	880.28	21,126.80
008N	Grease Trap Cleaning	24	Each	713.44	17,122.53
008O	Leaf Raking and Gathering	378	Acre	45.06	17,031.71
008P	Maintenance of Perimeter Fence Line	87,860	Feet	0.40	34,821.79
008Q	Maintenance of Prestige Grounds	22.5	Acre	761.00	17,122.53
008R	Herbicide Application to Sub-Stations	150	Hour	65.51	9,827.12
008S	Sweeping Streets	124	Hour	91.57	11,355.23
008T	Trash Collection - Buildings	768	Hour	20.17	15,487.71
	CLIN 08 Total				636,092.94

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Exhibit B – Contract Rate Schedules

8. CLIN 09: Indefinite Quantity/Indefinite Delivery (IDIQ) Firm-Fixed Price Work - Option Period Three

The following table lists the rates to be utilized during performance of the IDIQ Work for Option Period Three in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the IDIQ Work under Option Period Three is the sum of Items 009A through 009L.

CLIN	Description	Estimated Quantity (Yearly)	Unit	Unit Price	Total
009A	Mowing	50	Acre	50.00	2,500.00
009B	Tree Pruning	25	Each	80.00	2,000.00
009C	Tree Removal (1" to 12")	5	Each	715.00	3,575.00
009D	Tree Removal (13" to 24")	3	Each	750.00	2,250.00
009E	Tree Removal (25" and above)	2	Each	937.50	1,875.00
009F	Limb Removal	50	Each	51.00	2,550.00
009G	Herbicide Application	150,000	Square Yard	0.08	12,000.00
009H	Wood Infesting Pest Control	30	Hour	350.00	10,500.00
009I	Pest Control - General	450	Hour	95.00	42,750.00
009J	Exploratory Excavation	25	Hour	200.00	5,000.00
009K	Unclassified Work (Labor)	2,500	Hour	26.00	65,000.00
009L	Unclassified Work (Material)	*	*		
	CLIN 09 Total (NTE \$150,000.00 per year)				150,000.00

*The materials required under the “Unclassified Work (Materials)” CLIN are too general to allow an accurate estimation of the requirement per year. Therefore, an estimated quantity and unit has not been defined.

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Exhibit B – Contract Rate Schedules

9. CLIN 10: Base Firm-Fixed Price Work - Option Period Four

The following table lists the rates to be utilized during performance of the Base Work for Option Period Four in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the Base Work under Option Period Four is the sum of Items 010A through 010T.

<u>CLIN</u>	<u>Description</u>	<u>Estimated Quantity (Yearly)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
010A	Maintenance Level I Mowing	4,032	Acre	46.94	189,271.91
010B	Maintenance Level II Mowing	448	Acre	157.45	70,538.34
010C	Maintenance Level III Mowing	749	Acre	31.46	23,562.05
010D	Edging	600,000	Linear Foot	0.09	55,904.56
010E	Cultivate Plant Bed	9,600	Square Yard	4.79	45,955.21
010F	Mulch Plant Bed	4,800	Square Yard	11.33	54,374.57
010G	Hedge Pruning	20,000	Linear Foot	0.65	12,912.03
010H	Shrub/Plant Pruning	2,000	Each	6.32	12,631.38
010I	Ground Cover Maintenance	2,400	Square Yard	5.46	13,099.12
010J	Burnable Refuse	14,000	Box	0.06	832.58
010K	Boxed Privacy Act Material	26,000	Box	0.46	11,929.77
010L	Trash and Litter Collection-Grounds	16,346	Acre	0.98	15,952.35
010M	Pest Control	24	Applications	906.69	21,760.62
010N	Grease Trap Cleaning	24	Each	734.84	17,636.22
010O	Leaf Raking and Gathering	378	Acre	46.41	17,542.67
010P	Maintenance of Perimeter Fence Line	87,860	Feet	0.41	35,866.48
010Q	Maintenance of Prestige Grounds	22.5	Acre	783.83	17,636.22
010R	Herbicide Application to Sub-Stations	150	Hour	67.48	10,121.94
010S	Sweeping Streets	124	Hour	94.32	11,695.90
010T	Trash Collection - Buildings	768	Hour	20.77	15,952.35
	CLIN 10 Total				655,176.27

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Exhibit B – Contract Rate Schedules

10. CLIN 11: Indefinite Quantity/Indefinite Delivery (IDIQ) Firm-Fixed Price Work - Option Period Four

The following table lists the rates to be utilized during performance of the IDIQ Work for Option Period Four in accordance with the terms and conditions of this contract. The total Firm-Fixed Price for the IDIQ Work under Option Period Four is the sum of Items 011A through 011L.

CLIN	Description	Estimated Quantity (Yearly)	Unit	Unit Price	Total
011A	Mowing	50	Acre	50.00	2,500.00
011B	Tree Pruning	25	Each	80.00	2,000.00
011C	Tree Removal (1" to 12")	5	Each	715.00	3,575.00
011D	Tree Removal (13" to 24")	3	Each	750.00	2,250.00
011E	Tree Removal (25" and above)	2	Each	937.50	1,875.00
011F	Limb Removal	50	Each	51.00	2,550.00
011G	Herbicide Application	150,000	Square Yard	0.08	12,000.00
011H	Wood Infesting Pest Control	30	Hour	350.00	10,500.00
011I	Pest Control - General	450	Hour	95.00	42,750.00
011J	Exploratory Excavation	25	Hour	200.00	5,000.00
011K	Unclassified Work (Labor)	2,500	Hour	26.00	65,000.00
011L	Unclassified Work (Material)	*	*		
	CLIN 11 Total (NTE \$150,000.00 per year)				150,000.00

*The materials required under the “Unclassified Work (Materials)” CLIN are too general to allow an accurate estimation of the requirement per year. Therefore, an estimated quantity and unit has not been defined.

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Exhibit C – Installation-Accountable Government Property

<u>ECN</u>	<u>Description</u>	<u>Plate No.</u>
1159038	1993 FORD F-700 STAKE BODY DUMP TRUCK	NA0778
1160058	1993 CAT 426B FRONT-END LOADER/BACKHOE	NA1836
0056845	1988 GMC 10 TON DUMP TRUCK	NA0818
G78229	1981 FORD 6600 TRACTOR/SLOPE MOWER	NA1887
144248	1987 PROMARK AERIAL LIFT	NA1897
470733	1981 GIANT VAC LEAF/TRUCK LOADER	NE1800
528692	1981 GILL 72" PULVERIZER	N/A
847674	1981 AGROTECH 300 GALLON SPRAYER	N/A
N/A	1981 GILL 72" LANDSCAPE BOX BLADE	N/A
N/A	1981 KURB DRESSER/ EDGER	N/A
N/A	1981 FORD 72" UTILITY ANGLE BLADE	N/A
N/A	1981 YORK 72" LANDSCAPE RAKE	N/A

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Exhibit D – Wage Determination

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2544
Revision No.: 4
Date Of Revision: 05/29/2007

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	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.14
01012 - Accounting Clerk II	14.55
01013 - Accounting Clerk III	16.28
01020 - Administrative Assistant	22.28
01040 - Court Reporter	15.65
01051 - Data Entry Operator I	10.04
01052 - Data Entry Operator II	12.64
01060 - Dispatcher, Motor Vehicle	13.85
01070 - Document Preparation Clerk	12.01
01090 - Duplicating Machine Operator	12.01
01111 - General Clerk I	10.75
01112 - General Clerk II	13.37
01113 - General Clerk III	14.95
01120 - Housing Referral Assistant	19.00
01141 - Messenger Courier	9.97
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.62
01263 - Personnel Assistant (Employment) III	18.52
01270 - Production Control Clerk	20.34
01280 - Receptionist	11.47
01290 - Rental Clerk	12.86
01300 - Scheduler, Maintenance	14.59
01311 - Secretary I	14.59
01312 - Secretary II	16.65
01313 - Secretary III	19.00
01320 - Service Order Dispatcher	13.85
01410 - Supply Technician	22.28
01420 - Survey Worker	12.86
01531 - Travel Clerk I	10.49

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Exhibit D – Wage Determination

01532 - Travel Clerk II	11.20
01533 - Travel Clerk III	11.87
01611 - Word Processor I	12.52
01612 - Word Processor II	14.41
01613 - Word Processor III	15.71
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	10.02
07041 - Cook I	8.79
07042 - Cook II	9.71
07070 - Dishwasher	7.85
07130 - Food Service Worker	8.06
07210 - Meat Cutter	13.83
07260 - Waiter/Waitress	7.56
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	13.34
09080 - Furniture Refinisher	16.03
09090 - Furniture Refinisher Helper	13.05
09110 - Furniture Repairer, Minor	14.56
09130 - Upholsterer	16.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	9.90
11090 - Gardener	11.21
11122 - Housekeeping Aide	10.36
11150 - Janitor	10.36
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.59
11260 - Pruner	10.57
11270 - Tractor Operator	11.40
11330 - Trail Maintenance Worker	9.75
11360 - Window Cleaner	10.99
12000 - Health Occupations	
12010 - Ambulance Driver	13.92
12011 - Breath Alcohol Technician	13.92
12012 - Certified Occupational Therapist Assistant	18.06
12015 - Certified Physical Therapist Assistant	17.35
12020 - Dental Assistant	12.17
12025 - Dental Hygienist	28.31
12030 - EKG Technician	19.27
12035 - Electroneurodiagnostic Technologist	19.27

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Exhibit D – Wage Determination

12040 - Emergency Medical Technician	13.92
12071 - Licensed Practical Nurse I	12.28
12072 - Licensed Practical Nurse II	13.74
12073 - Licensed Practical Nurse III	15.32
12100 - Medical Assistant	10.83
12130 - Medical Laboratory Technician	15.35
12160 - Medical Record Clerk	11.99
12190 - Medical Record Technician	13.37
12195 - Medical Transcriptionist	12.97
12210 - Nuclear Medicine Technologist	25.38
12221 - Nursing Assistant I	8.05
12222 - Nursing Assistant II	9.04
12223 - Nursing Assistant III	9.72
12224 - Nursing Assistant IV	10.90
12235 - Optical Dispenser	13.50
12236 - Optical Technician	14.73
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	12.32
12305 - Radiologic Technologist	20.82
12311 - Registered Nurse I	21.69
12312 - Registered Nurse II	25.76
12313 - Registered Nurse II, Specialist	25.76
12314 - Registered Nurse III	31.17
12315 - Registered Nurse III, Anesthetist	31.17
12316 - Registered Nurse IV	37.36
12317 - Scheduler (Drug and Alcohol Testing)	16.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.67
13012 - Exhibits Specialist II	21.46
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	20.00
13042 - Illustrator II	24.29
13043 - Illustrator III	26.97
13047 - Librarian	27.07
13050 - Library Aide/Clerk	9.40
13054 - Library Information Technology Systems Administrator	17.22
13058 - Library Technician	13.21
13061 - Media Specialist I	12.53
13062 - Media Specialist II	14.02
13063 - Media Specialist III	15.63
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	12.86
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.90
14042 - Computer Operator II	15.55
14043 - Computer Operator III	17.47
14044 - Computer Operator IV	20.13
14045 - Computer Operator V	21.51
14071 - Computer Programmer I (1)	19.54
14072 - Computer Programmer II (1)	22.11
14073 - Computer Programmer III (1)	26.48
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62

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Exhibit D – Wage Determination

14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.90
14160 - Personal Computer Support Technician	20.13
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.27
15020 - Aircrew Training Devices Instructor (Rated)	30.58
15030 - Air Crew Training Devices Instructor (Pilot)	32.81
15050 - Computer Based Training Specialist / Instructor	29.49
15060 - Educational Technologist	26.65
15070 - Flight Instructor (Pilot)	32.81
15080 - Graphic Artist	20.06
15090 - Technical Instructor	19.58
15095 - Technical Instructor/Course Developer	23.94
15110 - Test Proctor	16.65
15120 - Tutor	16.65
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.59
16030 - Counter Attendant	7.59
16040 - Dry Cleaner	9.70
16070 - Finisher, Flatwork, Machine	7.59
16090 - Presser, Hand	7.59
16110 - Presser, Machine, Drycleaning	7.59
16130 - Presser, Machine, Shirts	7.59
16160 - Presser, Machine, Wearing Apparel, Laundry	7.59
16190 - Sewing Machine Operator	10.39
16220 - Tailor	11.10
16250 - Washer, Machine	8.30
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.66
19040 - Tool And Die Maker	22.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.97
21030 - Material Coordinator	20.34
21040 - Material Expediter	20.34
21050 - Material Handling Laborer	10.63
21071 - Order Filler	10.22
21080 - Production Line Worker (Food Processing)	14.97
21110 - Shipping Packer	12.25
21130 - Shipping/Receiving Clerk	12.25
21140 - Store Worker I	11.32
21150 - Stock Clerk	14.14
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	17.63
23120 - Bicycle Repairer	13.37
23125 - Cable Splicer	22.35
23130 - Carpenter, Maintenance	17.47

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23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	18.99
23182 - Electronics Technician Maintenance II	19.89
23183 - Electronics Technician Maintenance III	20.85
23260 - Fabric Worker	15.87
23290 - Fire Alarm System Mechanic	18.31
23310 - Fire Extinguisher Repairer	15.04
23311 - Fuel Distribution System Mechanic	18.95
23312 - Fuel Distribution System Operator	15.62
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	15.04
23392 - Gunsmith II	16.68
23393 - Gunsmith III	18.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.31
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	19.11
23430 - Heavy Equipment Mechanic	18.41
23440 - Heavy Equipment Operator	18.31
23460 - Instrument Mechanic	19.03
23465 - Laboratory/Shelter Mechanic	17.47
23470 - Laborer	10.02
23510 - Locksmith	18.17
23530 - Machinery Maintenance Mechanic	18.46
23550 - Machinist, Maintenance	18.31
23580 - Maintenance Trades Helper	14.17
23591 - Metrology Technician I	19.03
23592 - Metrology Technician II	19.86
23593 - Metrology Technician III	20.67
23640 - Millwright	24.27
23710 - Office Appliance Repairer	17.05
23760 - Painter, Maintenance	17.47
23790 - Pipefitter, Maintenance	18.73
23810 - Plumber, Maintenance	17.88
23820 - Pneudraulic Systems Mechanic	18.31
23850 - Rigger	18.31
23870 - Scale Mechanic	16.68
23890 - Sheet-Metal Worker, Maintenance	18.31
23910 - Small Engine Mechanic	16.68
23931 - Telecommunications Mechanic I	20.32
23932 - Telecommunications Mechanic II	22.18
23950 - Telephone Lineman	20.32
23960 - Welder, Combination, Maintenance	17.56
23965 - Well Driller	18.18
23970 - Woodcraft Worker	18.31
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.32
24580 - Child Care Center Clerk	11.32
24610 - Chore Aide	7.55
24620 - Family Readiness And Support Services Coordinator	11.76
24630 - Homemaker	11.97
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.44

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Exhibit D – Wage Determination

25040 - Sewage Plant Operator	17.81
25070 - Stationary Engineer	19.44
25190 - Ventilation Equipment Tender	14.36
25210 - Water Treatment Plant Operator	17.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.64
27007 - Baggage Inspector	10.06
27008 - Corrections Officer	14.08
27010 - Court Security Officer	16.07
27030 - Detection Dog Handler	12.65
27040 - Detention Officer	14.08
27070 - Firefighter	14.27
27101 - Guard I	10.06
27102 - Guard II	12.65
27131 - Police Officer I	20.00
27132 - Police Officer II	22.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.43
28042 - Carnival Equipment Repairer	10.95
28043 - Carnival Equipment Worker	7.43
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	16.34
28630 - Sports Official	10.27
28690 - Swimming Pool Operator	14.15
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.74
29020 - Hatch Tender	17.74
29030 - Line Handler	17.74
29041 - Stevedore I	17.19
29042 - Stevedore II	18.92
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	15.52
30022 - Archeological Technician II	16.81
30023 - Archeological Technician III	20.77
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.78
30061 - Drafter/CAD Operator I	15.72
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	24.01
30081 - Engineering Technician I	15.58
30082 - Engineering Technician II	16.67
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	24.87
30085 - Engineering Technician V	29.05
30086 - Engineering Technician VI	35.89
30090 - Environmental Technician	18.07
30210 - Laboratory Technician	17.99
30240 - Mathematical Technician	23.09
30361 - Paralegal/Legal Assistant I	13.95
30362 - Paralegal/Legal Assistant II	16.94

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30363 - Paralegal/Legal Assistant III	20.73
30364 - Paralegal/Legal Assistant IV	25.07
30390 - Photo-Optics Technician	23.09
30461 - Technical Writer I	17.35
30462 - Technical Writer II	21.22
30463 - Technical Writer III	25.67
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.18
30621 - Weather Observer, Senior (3)	19.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.94
31030 - Bus Driver	11.91
31043 - Driver Courier	11.54
31260 - Parking and Lot Attendant	8.11
31290 - Shuttle Bus Driver	12.24
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	12.24
31362 - Truckdriver, Medium	13.41
31363 - Truckdriver, Heavy	16.14
31364 - Truckdriver, Tractor-Trailer	16.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.05
99050 - Desk Clerk	8.48
99095 - Embalmer	20.19
99251 - Laboratory Animal Caretaker I	8.98
99252 - Laboratory Animal Caretaker II	9.53
99310 - Mortician	25.42
99410 - Pest Controller	12.94
99510 - Photofinishing Worker	10.46
99710 - Recycling Laborer	14.49
99711 - Recycling Specialist	16.31
99730 - Refuse Collector	13.32
99810 - Sales Clerk	9.98
99820 - School Crossing Guard	9.62
99830 - Survey Party Chief	16.54
99831 - Surveying Aide	10.33
99832 - Surveying Technician	15.04
99840 - Vending Machine Attendant	12.62
99841 - Vending Machine Repairer	14.78
99842 - Vending Machine Repairer Helper	12.62

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 \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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Exhibit D – Wage Determination

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: 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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

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Exhibit D – Wage Determination

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:

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Exhibit D – Wage Determination

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

Exhibit E – Contract Documentation Requirements

1. DOCUMENTATION REQUIREMENTS

A. Safety and Health Plan Updates - The Contractor shall submit to the Contracting Officer for approval any changes or updates to the approved Safety and Health Plan

B. Quarterly Equipment Inventory Report - The Contractor shall submit a Quarterly Government-Furnished Equipment Report summarizing additions/deletions and maintenance/calibration performed on the equipment. This report shall be submitted within 10 calendar days following the end of the reporting period.

C. Safety Reports - The Contractor shall submit safety reports to the LaRC Safety and Facility Assurance Branch. These 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. 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.

D. Conformable Wage Rate Agreement - Within 15 calendar days after the effective date of the contract, the Contractor shall submit a report confirming conformable wage rate agreement as this subject is addressed in the FAR clause 52.222-41, Service Contract Act of 1965, as Amended, for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not listed in Exhibit D, Wage Determination.

E. 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.

F. 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.

G. 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.

H. 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.

I. Monthly Service Plan – The Contractor shall be responsible for preparing a Monthly Service Plan in a format that is acceptable to the Contracting Officer for both the Base and IDIQ portions of this contract (See SOW Section 3.6). The plan is to list, by week, all the requirements and locations (Building/Area) of Base work scheduled for accomplishment during the next month and identify all work ordered under the IDIQ portion of this contract. The schedule shall list the type of work to be performed, the areas to be worked and the scheduled start and completion dates in each of the areas. The Contractor shall submit a

Exhibit E – Contract Documentation Requirements

copy of the Monthly Service Plan to the Contracting Officer for approval. The first Monthly Service Plan shall be due 10 calendar days after award, and prior to commencing work, and shall reflect the work requirements for the entire calendar month. Subsequent plans shall be submitted 5 calendar days prior to the next monthly work cycle. The plan shall firmly represent all the work the Contractor intends to accomplish in the upcoming month under the Base and IDIQ portions of this contract. Deviation from the work plan is permissible only due to inclement weather, local conditions that govern rate of growth of vegetation, convenience of the Government, or by approval of the Contracting officer. For all unscheduled work, the Contractor shall obtain Contracting officer approval in advance. The Contracting Officer will utilize the Monthly Service Plan as one of the methods of monitoring the Contractor's progress and quality of work. Changes to the plan shall be submitted for the Contracting Officer at least two working days prior to performance.

J. Monthly Grounds Maintenance Progress Report – Within 10 calendar days following the end of the monthly reporting period, the Contractor shall submit a detailed Grounds Maintenance Progress Report. This report shall summarize work progress, manpower utilization for assigned work, material expenditures and list all the grounds maintenance deficiencies as identified by on-site field inspection by the Contractor. The report shall include exact location of each deficiency and as a minimum such conditions as follows:

- (1) Diseased plants, with disease and cure identified.
- (2) Dead or dying plants requiring replacement.
- (3) Plants infested with insect, with insects and cure identified.
- (4) Plant beds requiring edging, mulching or cultivation.
- (5) Damaged plants, dieback or overgrown shrubs that require pruning.
- (6) Trees requiring pruning or limb removal.
- (7) Unsightly conditions such as vine removal, overgrown vegetation and anything else that detracts from an overall neat appearance.

K. Contract Discrepancy Report – The Contracting Officer may send a Contract Discrepancy Report to the Contractor listing deficiencies in the Contractor's work. The Contractor shall inform the Contracting Officer in writing, within three (3) calendar days of receipt of the report, of the action the Contractor proposes to take to remedy the deficiencies, and of the measures the contractor plans to adopt to insure that similar deficiencies will not reoccur in the future.

L. Equipment List – The Contractor shall submit a list of equipment it will furnish subject to an on-site inspection 15 calendar days after award. The equipment must be approved for use by the Contracting Officer prior to commencement of work. An updated list of equipment available at the work site must be submitted 5 calendar days prior to the next scheduled monthly service. The list should indicate current equipment, any additional equipment being added or removed from site, condition of equipment, equipment under repair with estimated date of return to service, and any other pertinent information requested by the Contracting officer. The Contracting Officer reserves the right to field verify the equipment.

M. On and Near-Site Staffing Report - The contractor shall submit a report which includes the number of on-site and near- site Work Year Equivalents (WYE's) performing work on the contract, broken down by skill category. An initial report shall be submitted within 30 calendar days from the effective date of the contract. Subsequent updated reports are due quarterly, on January 1, April 1, July 1 and October 1 of each year.

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

Exhibit E – Contract Documentation Requirements

"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.

N. Recovered Material and Waste Reduction Reporting - The contractor shall prepare and submit an annual report to the LaRC Environmental Management Team (EMT) in response to the EMT's annual data call each December, detailing total amounts of EPA-designated categories and products procured and used in performance of this contract during the preceding reporting period. A complete listing of all categories and products the EPA has designated as having to meet recycled/reclaimed percentages can be found at the LaRC Office of Security and Environmental Management website located at: <http://osemant1.larc.nasa.gov/>. The website also provides additional information on the Recycling and Affirmative Procurement Program, including links to the EPA managed website.

O. Documentation for Transferring Property to the Government - In accordance with the NFS clause 1852.245-71, Installation-Accountable Government Property clause of this contract, accountability for that property which is acquired for the Government under this contract shall be passed to the Government using the following procedure:

The transfer of accountability shall be initiated by the Contractor submitting a Requisition and Invoice/Shipping Document, DD Form 1149, accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall insert both the Contractor's Subcontract/ Purchase Order number and the Government contract number on the DD Form 1149 under the Federal Stock Number, Description, and Coding of Material and/or Services block. For purchases of supplies and materials, this document shall be submitted within 30 calendar days after the end of each calendar-year quarter (that is, not later than January 30, April 30, July 30, and October 30). For equipment purchases, the DD 1149 shall be submitted within 5 workdays after acceptance of each item of equipment by the Contractor. Receipt by the Contractor of a copy of the DD Form 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

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Exhibit E – Contract Documentation Requirements

2. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

NASA, Langley Research Center
Attn: **(See Below)**, Mail Stop **(See Below)**
Contract NNL07AA45C
Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

A--Contract Specialist, Mail Stop 126
(Attn: Michael Kaszyca; Michael.Kaszyca-1@nasa.gov)

B--Contracting Officer's Technical Representative (COTR), Mail Stop 447
(Attn: Michael Harrell; Michael.T.Harrell@nasa.gov)

C--Safety and Facility Assurance Branch, Mail Stop 421

D--Contractor Labor Relations Officer, Mail Stop 144

E--Industrial Property Officer, Mail Stop 377

F--In Accordance with Instructions on Form

G--Environmental Management Team (EMT), Mail Stop 213

H--On and Near-Site Staffing Report, contractorwye@larc.nasa.gov

I--CMAR, In accordance with directions posted on the website

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

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Exhibit E – Contract Documentation Requirements

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Safety and Health Plan Updates	A-1, B-1, C-1
Quarterly Equipment Inventory Report	A-1, B-1, E-1
Safety Reports	A-1, B-1, C-1 <u>OR</u> I
Conformable Wage Rate Agreement	A-1, B-1, D-1
Collective Bargaining Agreement	A-1, B-1, D-1
Federal Contractor Veterans Employment Report (VETS-100)	F
Evidence of Insurance	A-1
Notice of Violation Response	A-1, B-1, C-1
Monthly Service Plan	A-1, B-1
Monthly Grounds Maintenance Progress Report	A-1, B-1
Contract Discrepancy Report	A-1, B-1
Equipment List	A-1, B-1
On and Near-Site Staffing Report	H-1
Recovered Material and Waste Reduction Report	G-1
Documentation for Transferring Property to the Government (DD Form 1149)	E-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.

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Exhibit F – Safety and Health Plan

The Safety and Health Plan for NNL07AA45C, Groundskeeping and Pest Control Services for NASA LaRC, is filed under a separate folder.

**PIV CARD ISSUANCE PROCEDURES IN ACCORDANCE WITH FAR CLAUSE
52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL**

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

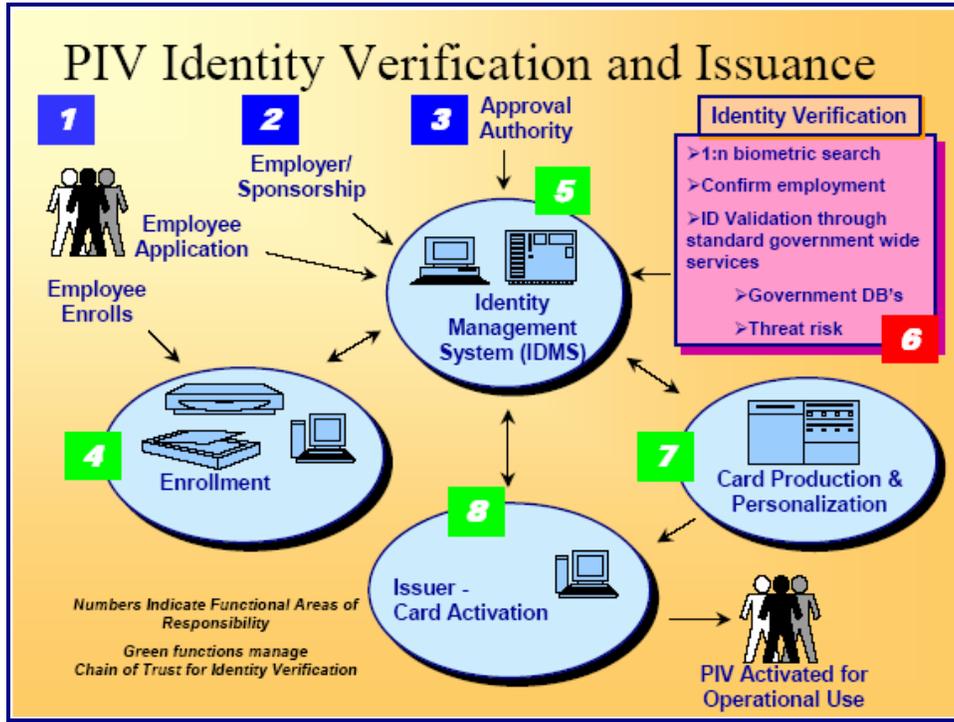


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the

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Exhibit G – PIV Card Issuance Procedures

investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

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Exhibit G – PIV Card Issuance Procedures

foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

Exhibit H - IT Security: Additional Instructions

In addition to the requirements of NFS 1852.204-76, the contractor shall comply with LaPD 2810.1 (<http://lms-r.larc.nasa.gov/admin/documents/LAPD2810-1.pdf>) and review and sign the below form within 30 days following contract award.

End-User Responsibilities for Information Technology (IT) Security

I have read (1) the memorandum provided by the Langley IT Security Manager on the following web site: <http://computer-security.larc.nasa.gov/Memo.doc> ; and (2) LAPD 2810.1. I understand that my activities on the NASA networks may be monitored.

I also understand my responsibilities for:

- Using Langley IT resources for authorized purposes only
- Selecting a good password, protecting it and changing it as directed
- Maintaining current security patches on my Langley computer
- Ensuring that my Langley computer is not simultaneously connected to another network via any means, including a modem or wireless access point
- Ensuring that the NASA CIO Warning Banner is installed on my Langley computer
- Not accessing any computer with someone else's login id and password
- Obtaining approval from my organization's CSO before installing any imported software on a Langley computer
- Protecting sensitive information that is stored or processed on my Langley computer
- Ensuring the software I use has a proper license agreement
- Having regularly scheduled back-ups of my Langley computer
- Logging off the system or locking my screen when I leave my Langley computer unattended
- Immediately reporting any suspected security violation to my supervisor and/or the Langley IT Security Manager
- Contacting the appropriate system administrator to terminate my account for any NASA computer or application when access is no longer required

Employee Name _____ Phone _____ MS _____
(Please print)

Employee Signature _____ Date _____

Supervisor's Name _____ Org Code _____ MS _____
(Please print)

Supervisor's Signature _____ Date _____

RETURN COMPLETED FORM TO YOUR CSO

**CSO's FORWARD COMPLETED FORMS
TO LANGLEY ITSM AT MS 164**