

| | | | | | | | |
|---|---|--|------------|---|-----------------------|--|---------|
| AWARD/CONTRACT | | THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/> RA <input type="checkbox"/> | | PAGE 1 OF 66 | | | |
| 2. CONTRACT NO. NNC06CB70C | | 3. EFFECTIVE DATE 3-21-06 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR 4200123682, PR 4200150334 | | | |
| 5. ISSUED BY NASA Glenn Research Center Attn: Cheryl Washam, MS 500-312 21000 Brookpark Road Cleveland, Ohio 44135 | | CODE CHE/CAW | | 6. ADMINISTERED BY (If other than Item 5) | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) Singleton Health Services, LLC 8501 LaSalle Road Suite 310 Towson, Maryland 21286-5925 Telephone: (410)296-3737 | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | |
| | | | | 9. DISCOUNT FOR PROMPT PAYMENT | | | |
| | | | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12 | | | |
| CODE: | | FACILITY CODE | | | | | |
| 11. SHIP TO/MARK FOR | | CODE | | 12. PAYMENT WILL BE MADE BY NET 15 Days | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | 14. ACCOUNTING AND APPROPRIATION DATA PR 4200123682 (\$100,000), PR 4200150334 (\$415,000) | | | |
| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT | | |
| 1 | Provide a comprehensive Health Services Program to include Occupational Health, Medical, Physical Fitness and Employee Assistance services in accordance with the Statement of Work, Attachment A. | 1 | JOB | 4,305,779.00 | 4,305,779.00 | | |
| 15G. TOTAL AMOUNT OF CONTRACT > | | | | | \$4,305,779.00 | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number NNC05ZCH014 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) Kenneth B. Singleton, MD MPH | | | | 20A. NAME OF CONTRACTING OFFICER (Type or print) CHERYL A. WASHAM | | | |
| 19B. NAME OF CONTRACTOR BY Kenneth B. Singleton MD, MPH (Signature of person authorized to sign) | | 19C. DATE SIGNED 03/17/2006 | | 20B. UNITED STATES OF AMERICA BY Cheryl A. Washam (Signature of Contracting Officer) | | | |
| | | | | 20C. DATE SIGNED 3-21-06 | | | |

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 ESTIMATED COST AND FIXED FEE

The total estimated cost and fixed fee for this contract is:

| | Base Period | Option Period |
|-----------------------|---------------------|----------------------|
| Estimated Cost | 4,110,308 | 2,947,690 |
| Estimated Fee | 195,471 | 140,175 |
| Total | \$ 4,305,779 | \$ 3,087,865 |

The proposal as revised on January 9, 2006 and as updated on March 10, 2006 and March 14, 2006, are hereby made a part of this contract and incorporated by reference.

B.2 CONTRACT FUNDING

In accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$515,000 for an approximate period of 4 months. This allotment is for services as described in the Statement of Work (SOW).

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE FURNISHED (GRC 52.211-105) (MAY 2002)

The Contractor shall provide all personnel, supervision, material, equipment and other resources (except for those expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Specifications/Statement of Work incorporated in Section C or J.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK (GRC 52.211-106) (MAY 2002)

The Contractor shall provide the services as described in the Statement of Work, Attachment A.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: 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 |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

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

| CLAUSE NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

(End of clause)

D.2 MARKING INSTRUCTIONS (GRC 52.246-90) (AUG 2002)

(a) The Contractor shall mark each shipment with the following address:

National Aeronautics and Space Administration
Glenn Research Center
Receiving, Bldg. 21 (Attn: Singleton Health Services, LLC)
21000 Brookpark Road Cleveland, OH 44135

(b) In addition, the contract number and the number of each container in the shipment shall be marked in consecutive order, beginning with No. 1, on the opposite side of each container.

(c) Each container shall include a packing list.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: 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 |
|------------------|----------|---|
| 52.246-5 | APR 1984 | INSPECTION OF SERVICES-COST REIMBURSEMENT |

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

| CLAUSE NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: 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 (ALTERNATE I) (APR 1984) |
| 52.247-34 | NOV 1991 | F.O.B. DESTINATION |

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

| CLAUSE NUMBER | DATE | TITLE |
|---------------|------|-------|
|---------------|------|-------|

None included by reference.

(End of clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance for services to be provided by the Statement of Work is three (3) years from the full performance date of April 1, 2006 through March 31, 2009.

At the conclusion of the Base Period, a two (2) year option period is available to be exercised by the Government in accordance with the clause 52.217-9 Option to Extend the Term of the Contract.

F.3 REPORTS OF WORK (GRC 52.227-118) (JUL 2004)

The following clause describes those types of plans/reports commonly required by Glenn Research Center. Some of them may not be applicable to this contract.

(a) **FOB POINT FOR ALL REPORTS.** All reports shall be delivered FOB Destination to the recipients of those reports, as identified in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements". The Contractor is solely responsible for assuring that delivery is made to every specific recipient named (that is, the Contractor shall not ship multiple copies to one recipient with the expectation that those reports will then be distributed to other named recipients).

(b) **WORK PLAN**

(1) **Original Work Plan.** The Contractor's proposal submitted in response to the solicitation is considered to be the original work plan.

(2) **Revisions to Work Plan.** The Contractor shall submit revisions to the Work Plan described above:

(i) When directed by the NASA Project Manager/COTR pursuant to the clause entitled "Technical Direction"; and

(ii) Whenever the contract requirements are changed by appropriate contract modification. The Contractor may submit recommended revisions to the Work Plan when the Contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every revision to the Work Plan shall be approved by the NASA Project Manager/COTR prior to implementation by the Contractor.

(iii) Whenever any Intellectual Property issues arise under this contract, especially its plan for compliance with Export Controls (EAR & ITAR), any anticipated copyright requests, and any claims of "Limited Rights" or "Restricted Rights".

(c) COSTING RUN-OUT REPORT (IF REQUIRED BY THE STATEMENT OF WORK). No later than June 30th of each year of this contract, the Contractor shall provide an informal statement that indicates how the funds currently allocated to the contract will be consumed by September 30th of the subject year. In this Costing Run-Out Report, the Contractor shall notify the Contracting Officer if there are any claims that could arise from the deobligation of all or part of the funds that will not be consumed by that date. Funds that will not be consumed by September 30th may be unilaterally deobligated by the government.

(d) TECHNICAL PROGRESS REPORTS (IF REQUIRED BY THE STATEMENT OF WORK AND/OR NFS CLAUSE 1852.235-74)

(1) ORAL REPORTS.

(i) Telephonic reports shall be brief, factual and informal and shall reflect the interests and concerns of the COTR.

(ii) Oral Presentations / Reports / Video Conferences / Briefings -- An Oral Presentation has the following minimum requirements:

(A) The Contractor's Project Manager shall personally attend the Oral Presentation, unless the COTR agrees in writing that the Contractor's Project Manager can designate an alternate.

(B) The Contractor shall prepare for the Oral Presentation by: (a) providing a draft Agenda to the NASA COTR one week prior to the scheduled Presentation date (said Agenda may be amended by the NASA COTR), and (b) establishing whether copies of the vu-graphs are desired by the NASA COTR.

(C) The Oral Presentation shall address the agenda topics.

(D) Vu-graphs presented at the Oral Presentation shall be submitted electronically to the NASA COTR one week after the Oral Presentation. These vu-graphs shall include all relevant material presented at the Oral Presentation. The Contractor shall ensure that a hardcopy of the vu-graphs shall be provided to the NASA Contracting Officer.

(E) With the vu-graphs, the Contractor shall provide a written follow-up, addressing any open issues raised during the Oral Presentation. The Contractor shall provide a copy of the written follow-up to the NASA Contracting Officer.

(F) The Contractor may imprint its logo on the presentation materials, but those materials may not carry a proprietary legend of any kind.

(2) WRITTEN REPORTS shall be brief, factual and informal. They shall be prepared as set forth below:

(i) A cover page containing:

(A) Contract number and title.

(B) The type of report ("Monthly Technical Progress Report", "Task Report", "Quarterly Narrative Report", etc.), sequence number of the report (when applicable), and the period/unit being reported.

- (C) Contractor's name, address, and organizational segment generating the report.
- (D) Signature of Contractor's cognizant Project Manager (or, if submitted electronically, an unambiguous indicator that the Project Manager has generated/reviewed the report)
- (E) Date of issuance.
- (F) Inclusion of the following statement: "Prepared for NASA Glenn Research Center, Cleveland, OH 44135."
- (ii) Section I -- Technical Progress Summary: A description of the work performed during the report period and the overall technical progress achieved. The current schedule status shall also be addressed in this summary.
- (iii) Section II -- Current Problem(s): A description of any current problem(s) which may impede technical, schedule and/or cost performance, along with proposed corrective action(s). Include an explanation of how the problems could affect the cost and schedule of the reporting categories in the financial and scheduler reports if applicable, as well as the effects at the total contract level.
- (iv) Section III -- Risk Management: Include a list of Significant Open Risks and associated Mitigation Plans. Significant Open Risks are those that have the potential to affect major development milestones & goals, such as a delivery delay, a design-freeze date, a cost ceiling, a safety or health concern, environmental impacts, a technical trade-off decision, etc. Further guidance, if needed, is available from the GRC Risk Management reference documents (listed below), which are available at the following web-sites:
- (A) NPG 7120.5A -- "Program and Project Management Processes and Requirements", Chapter 4 -- "Program/Project Management Systems Requirements"
http://nodis3.gsfc.nasa.gov/library/lib_docs.cfm?range=7___ (note: the FOUR "blank" spaces in the above address are actually "underline" marks)
- (B) GRC-P2.9 -- "Risk Management" <http://nasalivelink.grc.nasa.gov/livelink/livelink?func=ll&objId=241550&objAction=browsebmsfolder&sort=documentnumber>
- (v) Section IV -- Work Planned: A description of the work to be performed during the next monthly reporting period.
- (vi) Section V -- Analysis: Interpretation of the results obtained, recommendations of further action, and discussion of the relationships between work performed and the ultimate objectives of the contract. Applicable diagrams, sketches, graphs, photographs, and drawings should be included, if they assist in conveying the intended meaning of this Section. The COTR may waive this Section V requirement on a month-by-month basis.

(3) Report Period, Dates and Submission

(i) Periodic Reports (Monthly, Quarterly, etc.)

(A) The report shall reflect a period of performance comparable/traceable to the Contractor's accounting period (such as, an accounting month), from the beginning date to the cutoff (closing) date. NOTE: The initial reporting period depends on the date of contract award and may be less or more than a full Contractor's accounting period. When the date of contract award is before the middle of the Contractor's accounting period, the initial reporting period shall be from the date of award to the end of that same accounting period. When the date of contract award is on or after the middle of the Contractor's accounting period, the initial reporting period shall be from the date of award through the end of the following accounting period. Thereafter, each reporting period shall incorporate one complete Contractor's accounting period.

(B) The report shall reflect actual progress through the cutoff date. The following report of the same type will begin on the day after the previous period's cutoff date, so that the reporting periods are continuous and uninterrupted.

(C) Within ten (10) working days after the cutoff date, the Contractor shall submit the report electronically to the addresses indicated in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements".

(h) FINANCIAL MANAGEMENT REPORTS (IF REQUIRED BY THE STATEMENT OF WORK AND/OR THE DOCUMENT DISTRIBUTION REQUIREMENTS)

(1) The Contractor shall submit the following financial reports pursuant to clause NFS 1852.242-73, "NASA Contractor Financial Management Reporting":

(i) NASA Form 533M (Monthly Contractor Financial Management Report)

(ii) Upon written request, the Contracting Officer may authorize an alternative format that provides substantially the same level of detail as the required Form 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(2) The Reporting Categories of the Financial Reports are:

(i) Direct Labor Categories/Hours/Dollars

(ii) Labor Overhead Dollars

(iii) G&A Dollars

(iv) Other Indirect Dollars

(v) Travel Dollars

(vi) Materials/Supplies Dollars

(vii) Other Direct Cost Dollars

(viii) COM Dollars

(ix) Fee Dollars

(x) Reimbursement Dollars

(4) Within ten (10) working days after the cutoff date, the Financial Report(s) shall be submitted in the number of copies and to the addresses indicated in the "Document Distribution Requirements".

(5) Preparation. The required report(s) shall be prepared in accordance with the instructions contained in the aforementioned clause, NPG 9501.2 (NASA Contractor Financial Management Reporting) and on the reverse of the forms. The Internet address for NPG 9501.2 is http://ifmp.nasa.gov/codeb/library/NASA_Forms_533.pdf.

(6) Report Periods, Dates and Submission

(i) The cutoff date to be used for all 533 reports is the closing date of the Contractor's accounting month that has just been completed.

(ii) The first 533M report shall be submitted within thirty (30) calendar days after incurrence of cost and, as with all subsequent 533M reports, is due not later than the tenth working day of the month after the close of the Contractor's accounting month.

(iii) The 533 report(s) shall be submitted electronically and in hardcopy format as indicated in clause GRC 52.227-104 of this contract, entitled "Document Distribution Requirements".

(7) If the value of this contract (including options, whether exercised or unexercised) EXCEEDS \$1 MILLION, and the Contractor is submitting Financial Reports that provide both actual expenditures from past months and estimated expenditures for current/future months, THEN the Contractor shall provide a short explanation (approximately one sentence) of any variance WHICH EXCEEDS 5%, between a previous estimated month-specific expenditure and the actual expenditure experienced. [Example: The March 533M states that Actuals for March were \$80K and Planned expenditures for April are \$100K. The April 533M states that Actuals for April were \$92K, which is a variance of 8% (from the "March Planned" number of \$100K). A short explanation -- "widget prices were unusually low" -- is required.]

(i) ELECTRONIC SUBMISSIONS. The government encourages electronic submittal of all reports, except that at least one copy of each financial report must be a signed hardcopy. The signed hardcopy may be received no later than 20 working days after the close of the report period, so long as the electronic copy was provided within 10 working days after the close of the report period. (If the Contractor submits its financial report with an electronic signature, a signed hardcopy is not required.) All other reports, unless elsewhere noted, may be submitted by e-mail, or via the internet, or by some other electronic method, in lieu of a hardcopy. Dedicated Web-Sites, accessible via password and updated by the Contractor, are acceptable reporting tools for Technical Progress Narratives (See Section B, above) and the Draft Final Report, if compatible with the current NASA Glenn Research Center hardware/software and authorized by the COTR. CD/disc submittals are acceptable reporting tools for Technical Progress Narratives (See Section B, above) and the Draft Final Report, if compatible with the current NASA Glenn Research Center hardware/software and authorized by the COTR.

(i) OTHER REPORTS. In the event that a deliverable report, document, etc. is required elsewhere in this contract but is not described in this clause, the Contractor shall notify the Contracting Officer immediately. The government will treat the insertion of a description of an existing contract-required deliverable report/document/etc. as a no-cost administrative change.

(End of clause)

F.4 F.O.B. POINT - GLENN RESEARCH CENTER (GRC 52.247-91) (AUG 2002)

The items to be delivered under this contract shall be shipped F.O.B destination to NASA Glenn Research Center, 21000 Brookpark Road, Cleveland, OH 44135. Rail facilities are not available.

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: 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 |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

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

| CLAUSE NUMBER | DATE | TITLE |
|------------------|----------|--|
| 1852.216-75 | DEC 1988 | PAYMENT OF FIXED FEE |
| 1852.242-73 | NOV 2004 | NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING |
| 1852.245-70 | JUL 1997 | CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT |

(End of clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998) (GRC MODIFICATION) (APR 1998)

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

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be prepared in accordance with paragraph (c) of this clause and submitted to:

NASA - Glenn Research Center Commercial Accounts Mail Stop 500-303 21000 Brookpark Road
Cleveland, OH 44135

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

(3) Copies of vouchers should be submitted as follows:

(i) Copy 1 - NASA Contracting Officer

(ii) Copy 2 - DCAA Auditor

(iii) Copy 3 - Contractor

- (iv) Copy 4 - Contract Administration Office, if delegated
- (v) Copy 5 - GRC Project Manager
- (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph
- (b), the contractor shall prepare and submit vouchers as follows:
 - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the cognizant DCAA office
 - (2) Five copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addressees:
 - (i) Copy 1 - NASA Contracting Officer
 - (ii) Copy 2 - DCAA Auditor
 - (iii) Copy 3 - Contractor
 - (iv) Copy 4 - Contract Administration Office, if delegated
 - (v) Copy 5 - GRC Project Manager
 - (3) The Contracting Officer may designate other recipients as required.
 - (d) Public vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (c) of this clause, and be forwarded to:

NASA - Glenn Research Center Commercial Accounts Mail Stop 500-303 21000 Brookpark Road
Cleveland, OH 44135

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "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) above, the Contractor shall not proceed by 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.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 2004) (ALTERNATE I) (NOV 2004) (GRC FILL IN)

(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:

See (1) NASA Procedures and Guidance (NPG) 4200.1 "NASA Equipment Management Manual", (2) NPG 4200.2 "NASA Equipment Management User's Guide for Property Custodians", (3) NPG 4300.1 "NASA Personal Property Disposal", and (4) NPG 4310.4 "Identification and Disposition of NASA Artifacts" for applicable user responsibilities.

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 shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(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 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.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)
(JUL 1997) (GRC MODIFICATION) (MAR 2004)**

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. The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(a) On-site office space, work area space, telephone service, utilities, and parking.

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

(1) Equipment to be made available is listed as an attachment in Section J. This equipment is provided "as is". In addition, "untagged" equipment, specifically office furniture (desks, chairs, file cabinets, tables, etc.) is available for all on-site contractor personnel. The Government retains accountability for this property under the clause at 1852.245-71, Installation- Accountable Government Property, regardless of its authorized location.

(2) Access to equipment commonly used by personnel working in the immediate area, such as a printer, FAX machine, copier, scanner, etc.

(3) 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.

(4) 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) Office supplies from stores stock, such as pens, pencils, notepads, stapler, tape dispenser, etc..

(d) Publications and blank forms stocked by the installation.

(e) Connectivity access to the GRC local area network. All contractor-supplied IT equipment and software shall strictly comply with all current and future Government, NASA, and Glenn relevant policies and standards. Further, the contractor shall be solely responsible for ensuring compatibility and interoperability with Glenn systems wherever required.

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

(g) Fitness Center facilities under the following conditions:

(1) Applications shall be submitted to, and shall be processed by, the support service contractor currently operating the Fitness Center for the Government.

(2) The procedure for receiving and processing applications, obtaining a medical authorization from a licensed physician, and selection of applicants for participation will be similar to the procedure for Government employees.

(3) All individuals applying for participation shall sign a statement waiving the Government from any liability for personal injury during participation in Fitness Center activities.

(h) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty. In all instances of severe injury, or sudden life threatening illness (e.g. heart attack), the Emergency Medical Technician Squad shall be summoned immediately, by dialing 911. Referrals to tertiary care centers and for private physicians will be made in cases requiring long term follow-up, or when specific services required are unavailable on-site.

(i) Cafeteria privileges.

(j) Building maintenance, including janitorial services, for facilities occupied by Contractor personnel. Building maintenance includes structural repairs and HVAC unit service, but does not include contractor-desired alterations or improvements to office walls, floor coverings, or doors.

(k) Mail and package delivery and intra-center movement of equipment.

(l) Installation services and facilities checked below:

X Library services

X Equipment calibration services

X Government-owned motor pool vehicles

X Child care facility, under similar terms and conditions applied to GRC civil servants

X Airport shuttle service

(End of clause)

G.7 PROVIDING INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY/FACILITIES TO CONTRACTORS (GRC 52.245-108) (FEB 2001)

(a) In accordance with FAR 45.101 and NFS1845.102, it is policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Property/Facilities" as defined in FAR 45.101 and 45.302-1 include real property and plant equipment including personal property such as general purpose off-the-shelf equipment, machine tools, test equipment, and vehicles. "Facilities" do not include components, material, parts, special test equipment, special tooling or agency-peculiar property.

(b) The Government will provide EXISTING facilities for performance of this contract as listed elsewhere in the solicitation on an "as is" basis. These facilities are subject to the requirements as described in 182.245-71 and 1852.245-77. Overall property accountability will rest with the Government while user responsibility shall rest with the contractor. For any of these existing facilities that reach the end of their useful life or it is deemed to be beyond economical repair, the Government will make a "strategic investment" decision to replace the facilities at Government expense or request that the contractor replace the facility at contractor expense.

(c) The price or cost associated with the direct replacement of these facilities may be subject to an equitable contract adjustment with the approval of the contracting officer.

G.8 ON-SITE COMPUTER EQUIPMENT

The Contractor shall provide for all onsite network computer equipment, desktop computers, servers, printers, fax machines, applications, and software through the GRC Outsource Desktop Initiative ODIN contractor to the maximum extent practicable. The contractor shall insure any items procured outside of the GRC ODIN contractor (e.g. unique medical software) shall be completely compatible with onsite IT systems and hardware. The costs related through purchase of information technology utilized onsite is directly reimbursable to this contract.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (GRC 52.242-92) (AUG 2002)

A Contracting Officer's Technical Representative (COTR) will be delegated under this contract pursuant to the clause at 1852.242- 70 entitled "Technical Direction". The contractor will receive a copy of this delegation at the time of award of any contract or shortly thereafter. This delegation will take place on a NASA Form 1634 and will list not only the COTR delegated, but also his/her duties and responsibilities. Throughout this solicitation/contract there may be references made to a variety of different titles, including "NASA Project Manager", "NASA Technical Monitor", and "NASA Contract Monitor". Unless specifically stated otherwise, these titles all refer to the COTR.

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: 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 |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

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

| CLAUSE NUMBER | DATE | TITLE |
|------------------|----------|------------------------------------|
| 1852.223-74 | MAR 1996 | DRUG- AND ALCOHOL-FREE WORKFORCE |
| 1852.223-75 | FEB 2002 | MAJOR BREACH OF SAFETY OR SECURITY |
| 1852.242-72 | AUG 1992 | OBSERVANCE OF LEGAL HOLIDAYS |
| | SEP 1989 | - ALTERNATE I |
| | OCT 2000 | - ALTERNATE II |
| 1852.228-75 | OCT 1988 | MINIMUM INSURANCE COVERAGE |

(End of clause)

H.2 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

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

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

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

Mark the title page with the following legend:

"This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not

duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]."

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

provider employs substantially equivalent screening procedures.

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

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

(End of clause)

H.3 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (NOV 2004)

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, plate making, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

H.5 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (GRC 52.209-90) (SEP 2002)

(a) **BADGES.** All Contractor personnel having a need to enter areas of the Glenn Research Center or Plum Brook Station shall have an identification badge or pass. This badge or pass shall be obtained at the entrance of the Glenn Research Center or Plum Brook Station. In addition to the requirements contained herein, the Contractor shall comply with Glenn Procedures and Guidelines GLPG 3730.1, Managing Conduct and Other Employee Issues, incorporated herein by reference and made a part hereof.

(1) Resident Contractors (employees with picture badges)--

(i) The on-site company supervisor will notify the Main Gate Badge Clerk at PABX 3-2206 when a new employee is reporting to work. The Badge Clerk will give the company supervisor specific instructions as to how the new employee will be badged, photographed, fingerprinted, etc.

(ii) When an employee terminates and/or resigns employment, the company shall issue to the employee NASA Form C-10087, Non- NASA Separation Clearance Record. The company shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she has outstanding items. The employees last stop is for the return of their Government issued I.D. badge.

(iii) The Company shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a Contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(2) Non-Resident Contractors (employees with non-picture badges). The Contractor's on-site manager shall comply with the Badge and Property Regulations (NASA Form C-421) a copy of which will be given the Contractor's supervisors at the time of the Construction Site Showing. The Badge and Property Regulations are quoted below:

(3) The following regulations have been adopted governing the control of Contractor's Badges at the Glenn Research Center.

(i) Ensure that each company employee is in possession of NASA Form C-9975 prior to reporting to work for badging purposes. Employees not in possession of the above mentioned form will be delayed at the gate until such time as the company supervisor/foreman or his representative reports to the Main Gate with the appropriate paperwork for badging.

(ii) Report lost badges immediately.

(iii) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the Contractor. Final clearance of a Contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(b) NASA-OWNED PROPERTY

(1) The term "NASA-Owned Property" refers to all controlled (tagged) and non-tagged equipment, library property, security badges, computer passwords and other property furnished by the Government during the course of the contract.

(2) The Contractor shall ensure that all NASA-Owned property issued to its employees is returned and in satisfactory condition upon termination of an employee's duties. In cases where accountability for the property is transferred from one employee to another, the NASA Equipment Management System (NEMS) Control office of the Logistics Management Division must be notified. At the completion of the Government contract, all property will be returned, and the contract value will be adjusted for any property not accounted for.

(3) When access to Federal computer systems has been granted, the Contractor shall ensure that its employees comply with the clause of the contract entitled "SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION RESOURCES (NFS 1852.204-76)".

(c) EMERGENCIES

(1) The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system. Emergencies are defined as incidents involving serious personal injury or damage that causes a possible hazardous condition, or any incidents that require immediate attention of the Plant Protection Department or Security. All other medical treatment is the responsibility of the Contractor.

(2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Technical Representative (COTR)(rather than dialing "911") in the event of an accident involving either personal injury or damage to property whether public or private, including damage to motor vehicles. They shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

(3) The Chairman of the appropriate Accident Investigation Board will notify the Contractor through the COTR as to the date and time and location of the Board meeting. The Board meetings will be held between the hours of 8:15 a.m. and 4:45 p.m. regular work days Monday through Friday.

(4) For Contractor duties where continuous manning of posts is mandatory during a work shift, the Contractor shall provide substitute personnel as required for manning these posts during the meeting of the Accident Investigation Boards.

(d) TRAFFIC

(1) The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of NPD 1600.2 and NHB 1620.1 incorporated herein by reference and made a part hereof.

(2) The Government reserves the right to bar from the Glenn Research Center any Contractor employee who has failed to comply with such signs, signals, instructions and the provisions of NPD 1600.2 and NHB 1620.1. The period of the bar shall be as determined appropriate by the Contracting Officer subject to the provisions of NPD 1600.2 and NHB 1620.1. The Contracting Officer will notify the Contractor in writing, setting forth the name(s) of the affected employees(s) and the time period(s) of the bar(s). No action by the Government in barring any Contractor employee from the Glenn Research Center shall be the basis for any claim whatever by the Contractor under this contract, nor shall it excuse the Contractor from complying with any provision of this contract.

(e) ON-SITE STANDARDS OF CONDUCT

(1) The Contractor's entry onto the Center shall be pursuant to fulfilling its contractual obligations, and any related activities thereto. Contractor personnel gaining access to Glenn facilities are required to certify that they meet the minimum ethical standards for entry onto a Government facility. Falsification of this certification could lead to criminal prosecution.

(2) The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all applicable Federal and State statutes and regulations, NASA policy and guidance documents, Glenn policy and guidance documents, and other regulations pertaining to personal conduct while on-site. Any conduct prejudicial to the efficient operation of the Center shall be cause for removal from the Center.

(f) PROHIBITION OF FIREARMS. Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

(g) SECURITY INCIDENTS. Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the Security Office.

(h) PROPERTY PASSES. A Contractor Property Pass (NASA Form C- 702) is required for the removal of all Contractor owned property and equipment and must be presented to the gate guard upon exit. This form can be obtained from the COTR (or designee) or the Glenn employee responsible for the

Contractor's presence at the Center. This form must contain a complete description of the material/equipment being removed and should be signed by the authorized Government employee. Material relating to a specific contract or purchase order must be identified by insertion of the appropriate contract/purchase order number on the pass by the COTR or designee.

(i) AFTER-HOUR ACCESS. During normal working hours, 7:00 a.m. to 5:30 p.m. Monday through Friday, the guards at the gates will permit your entrance and departure. At any other time (other than normal hours), advance clearance is required, and may be obtained through the Glenn/Plum Brook COTR or Inspector who will then make the request to the Main Gate Sergeant PABX 3-2204 at Glenn and 3-3221 at Plum Brook. After-hour clearances as approved by the COTR Inspector are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays.

(j) CONTRACTOR IDENTIFICATION. To avoid situations whereby the actions of onsite contractor employees can be construed as that of Government officials, the onsite contractor shall take the following actions:

(1) Insure that employees properly display their badge at all times.

(2) Institute a policy whereby employees who, in their normal course of duties, answer telephone inquiries, participate in meetings with Government and other contractor personnel or deal with the general public appropriately identify themselves so their actions cannot be construed as that of Government officials.

(3) Institute a policy whereby business correspondence, including emails and memoranda, includes the name of the company in the signature line. Use company letterhead for internal company matters and letters/memos signed by company personnel.

(4) For onsite office space primarily occupied by company personnel, clearly indicate on the exterior of the office space the company name.

(End of clause)

H.6 WAGE DETERMINATION (GRC 52.222-90) (JAN 1987)

With reference to Paragraph (c) of the clause entitled "Service Contract Act of 1965", the U.S. Department of Labor Wage Determination # No. 94-2415 REV 28 is included as an attachment in Section J and hereby incorporated in the contract by reference.

H.7 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause-

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

(End of clause)

H.8 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Glenn Research Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.9 INDIRECT COST CEILING (GRC 82.231-80)

(a) Reimbursement Ceiling Rates

(1) Final payment for overhead and G&A expenses will be based on the application of the actual audited rate, but not in excess of the following ceilings:

| Contract Year | Overhead (%) | Overhead Base | G&A (%) | G&A Base |
|---------------|--------------|---------------|---------|----------|
| Year 1 | (b)(4) | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| Year 5 | | | | |

(2) The ceiling rates for years one through five are rates for the total indirect expenses and total contract cost bases for the one through five as specified. Rates (may/shall not) vary within the individual years.

(3) Increased indirect costs during the term of this contract that result from such items as statute, court decisions and/or written rulings or regulations by the Internal Revenue Service or other taxing authority may be cause for adjustment of the indirect ceiling affected.

(4) Notwithstanding the above, in the event that the actual overhead or G&A rates exceed their respective ceilings, an overrun amount in one ceiling (may/shall not) be reimbursed in an amount not to exceed any underrun in the other ceiling. Underruns from one Contractor-fiscal year (may/shall not) be applied to overruns of another fiscal year. All costs in excess of the said indirect ceilings are not reimbursable under this or any other Government contract.

(5) Specific cost elements (or accounts) that comprise the overhead and G&A expense pools and cost bases which are subject to the above agreed-upon ceilings are itemized and described in your updated proposal dated March 14, 2006 and made a part of this contract. The Contractor shall advise the NASA Contracting Officer of any planned or approved accounting changes that would impact the subject indirect rates and demonstrate how the changes will impact negotiated ceilings. The NASA Contracting Officer may agree to change the rate ceilings, if appropriate. Where accounting changes have the effect of moving costs from one expense pool to another that potentially results in a circumvention around a rate ceiling(s), the NASA Contracting Officer shall agree to only those rate ceiling changes that either have no effect on or decrease the net effective cost chargeable to the contract.

(b) Provisional Indirect Billing Rates:

(1) For both overhead and G&A expenses, the Contractor may submit interim billings based on actual, cumulative pool costs not to exceed the lesser of the ceiling rates or the cognizant Government auditor-approved provisional billing rates.

(2) To prevent substantial over or under payment (except where a ceiling is reached), the provisional billing rates shall be reviewed at least annually by the Contractor. Whenever actual rates are + 1 percent and - 2 percent of the current billing rate, the Contractor shall propose revisions for the NASA Contracting Officer's approval. Proposed revisions are subject to review by Government auditors.

(End of clause)

H.10 SAFETY AND HEALTH (SHORT FORM) 1852.223-72 APRIL 2002)

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

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

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

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

The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: 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 | JUL 1995 | 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 | JUN 2003 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.204-4 | AUG 2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER |
| 52.204-7 | OCT 2003 | CENTRAL CONTRACTOR REGISTRATION |
| 52.207-5 | FEB 1995 | OPTION TO PURCHASE EQUIPMENT |
| 52.209-6 | JAN 2005 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.215-2 | JUN 1999 | AUDIT AND RECORDS--NEGOTIATION |
| 52.215-8 | OCT 1997 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT |
| 52.215-10 | OCT 1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA |
| 52.215-15 | OCT 2004 | PENSION ADJUSTMENTS AND ASSET REVERSIONS |
| 52.215-18 | JUL 2005 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS |
| 52.215-19 | OCT 1997 | NOTIFICATION OF OWNERSHIP CHANGES |
| 52.216-7 | DEC 2002 | ALLOWABLE COST AND PAYMENT. (Insert 30 day in para (a)(3)) |
| 52.216-8 | MAR 1997 | FIXED FEE |
| 52.217-9 | MAR 2000 | OPTION TO EXTEND THE TERM OF THE CONTRACT |
| 52.219-4 | JUL 2005 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS |
| 52.219-6 | JUN 2003 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE |
| 52.219-14 | DEC 1996 | LIMITATION ON SUBCONTRACTING |
| 52.222-1 | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |

| | | |
|-----------|-----------|--|
| 52.222-2 | JUL 1990 | PAYMENT FOR OVERTIME PREMIUMS Insert "\$ 0.00" in paragraph (a). |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-26 | APR 2002 | EQUAL OPPORTUNITY |
| 52.222-35 | DEC 2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-37 | DEC 2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-41 | JUL 2005 | SERVICE CONTRACT ACT OF 1965, AS AMENDED |
| 52.222-42 | MAY 1989 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES |
| 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 |
| 52.225-13 | MAR 2005 | 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 |
| 52.227-3 | APR 1984 | PATENT INDEMNITY |
| 52.227-17 | JUNE 1987 | RIGHTS IN DATA--SPECIAL WORKS |
| 52.228-7 | MAR 1986 | INSURANCE - LIABILITY TO THIRD PERSONS |
| 52.232-9 | APR 1984 | LIMITATION ON WITHHOLDING OF PAYMENTS |
| 52.232-17 | JUN 1996 | INTEREST |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-25 | OCT 2003 | PROMPT PAYMENT (ALTERNATE I) (FEB 2002) |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (insert in (b)(1) "15 days" |
| 52.237-7 | JAN 1997 | INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE |
| 52.233-1 | JUL 2002 | DISPUTES |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985) |
| 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 |
| 52.242-1 | APR 1984 | NOTICE OF INTENT TO DISALLOW COSTS |
| 52.242-3 | MAY 2001 | PENALTIES FOR UNALLOWABLE COSTS |
| 52.242-4 | JAN 1997 | CERTIFICATION OF FINAL INDIRECT COSTS |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-2 | AUG 1987 | CHANGES--COST-REIMBURSEMENT (ALTERNATE I) (APR 1984) |
| 52.244-2 | AUG 1998 | SUBCONTRACTS (ALTERNATE I) (MAR 2005) |
| 52.244-5 | DEC 1996 | COMPETITION IN SUBCONTRACTING |
| 52.244-6 | DEC 2004 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.245-5 | MAY 2004 | GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR- HOUR CONTRACTS) |
| 52.247-1 | APR 1984 | COMMERCIAL BILL OF LADING NOTATIONS |

| | | |
|-----------|----------|----------------------------------|
| 52.249-6 | MAY 2004 | TERMINATION (COST-REIMBURSEMENT) |
| 52.249-14 | APR 1984 | EXCUSABLE DELAYS |
| 52.251-1 | APR 1984 | GOVERNMENT SUPPLY SOURCES |

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

| CLAUSE NUMBER | DATE | TITLE |
|------------------|----------|--|
| 1852.203-70 | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS |
| 1852.204-76 | NOV 2004 | SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES |
| 1852.216-89 | JUL 1997 | ASSIGNMENT AND RELEASE FORMS |
| 1852.219-74 | SEP 1990 | USE OF RURAL AREA SMALL BUSINESSES |
| 1852.219-76 | JUL 1997 | NASA 8 PERCENT GOAL |
| 1852.237-70 | DEC 1988 | EMERGENCY EVACUATION PROCEDURES |
| 1852.243-71 | MAR 1997 | SHARED SAVINGS |

(End of clause)

I.2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

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

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

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

Notice to Employees

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

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

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

National Labor Relations Board

Division of Information
1099 14th Street, N.W.
Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless

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

(End of clause)

I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

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

or

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

(End of clause)

I.4 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

(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,

Dr. Sunil Dutta
NASA Glenn Research Center
21000 Brookpark Road, Mail Stop 3-9
Cleveland, OH 44135-3191

Telephone: (216) 433-8844
FAX: (216) 433-2946

E-mail: Sunil.Dutta@grc.nasa.gov

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.

(End of clause)

[END OF SECTION]

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

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS - NEGOTIATED (GRC 52.215-102) (AUG 2002)

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

| | ATTACHMENT | DATE | NO. OF PAGES |
|---|---|-------------|---------------------|
| A | Statement of Work | July 2005 | 15 |
| C | List of Government-Furnished Equipment (Tagged and Untagged) | July 2005 | 4 |
| H | Patient Satisfaction Survey | July 2005 | 1 |
| K | Dept. of Labor Wage Rate Determination No. 94-2415 REV 28 | May 2005 | 11 |

J.2 DOCUMENT DISTRIBUTION REQUIREMENTS (GRC 52.227-104) (JUL 2003)

(a) Reports and other documentation shall be submitted prepaid to the recipients specified below, addressed as follows:

National Aeronautics and Space Administration
Glenn Research Center
ATTN: Cheryl Washam, Mail Stop 500-312
Contract Number: Cleveland, OH 44135

(b) The following list designates the recipients of reports and other documentation which are required to be delivered to the Glenn Research Center by the Contractor.

NASA Contracting Officer (CO): MS 500-312

Safety and Assurance Directorate (SAD): MS 6-3

Financial Management Division (FMD): MS 500-303

NASA Contracting Officer's Technical Representative (COTR): MS 15-2

(c) The following table indicates the type and number of reports and other documentation to be submitted to each recipient.

Work Plan: SAD - 1, COTR - 1

Costing Run-out Reports: CO - 1, FMD - 1, COTR - 1

Technical Progress Reports: CO - 1, COTR - 1

Financial Management (533) Reports: CO - 1, SAD - 1, FMD - 1, COTR - 1

Any Other Reports or Requests Requiring Contractor's Signature: CO - 1, COTR - 1

Final Report: CO - 1, COTR - 4

[END OF SECTION]

NASA Glenn Research Center
Occupational Health Services
Statement of Work

1.0 Health Services Program

1.1 Purpose

It is NASA Glenn Research Center (GRC) policy to provide a comprehensive Health Services Program to on-site personnel. These services consist of Occupational Health, Medical, Physical Fitness, and Employee Assistance services.

1.2 Goal

The goal of the Health Services Program is to promote health and wellness, minimize absenteeism, maximize individual productivity, promote and maintain the physical and mental well being of employees, comply with all applicable regulatory requirements, and to implement program components to the maximum extent practicable.

2.0 Scope of Work - General

The Contractor shall provide the necessary personnel, supervision, equipment, and material, to effectively operate the GRC Health Services Program in accordance with the Statement of Work and the NASA Policy Directive and NASA Procedural Requirements referenced in Section 8.0. Additionally, the Contractor shall comply with any related NASA Standard Operating Procedures contained in the GRC Business Management System (BMS).

The Contractor shall maintain an environment conducive to the successful operation of all services provided in the performance of this contract. The Contractor shall maintain all facilities and equipment in a safe and operating manner. The Contractor shall perform period inspections, equipment maintenance, and minor repairs.

The Contractor's Medical Director shall be responsible for the overall operation of all contractor related activities. The Medical Director shall serve as the Center Medical Review Officer.

The services will be generally performed onsite in Government provided facilities during normal business hours of 7:00 a.m. to 4:00 p.m. Monday thru Friday, unless otherwise indicated.

The Contractor shall be required to procure and maintain adequate malpractice liability insurance for all services under this contract.

3.0 Scope of Work – Specific

3.1 Medical Services Clinic

The Medical Services Clinic provides services for NASA civil servants and support service contractors, and includes the provision of emergency medical, occupational health, preventative health services, and workman compensation program. All services shall be in compliance with State and Federal requirements.

The Medical Services Clinic shall be available during normal Center hours of operation, excluding Federal holidays. The hours of operation shall be as follows: Medical Services Clinic, 7:00 a.m. to 11:30 a.m. and 12:30p.m. to 4:00 p.m., Monday through Friday. At a minimum, a certified health profession (e.g.

registered nurse) shall be on duty at all times. The clinic is closed for lunch 11:30 a.m. to 12:30 p.m. but opened only for emergencies during this time.

3.1.1 Emergency Medical Services

Limited emergency medical services shall be provided to onsite employees. These services are limited in nature and designed to coincide with other aspects of the GRC Health Services Program.

The Contractor shall:

- Provide emergency care and assist in emergency preparedness and response
- If requested by the Center's Emergency Preparedness Coordinator, respond and provide assistance and support during Center emergencies. Provides emergency medical care, triage, crisis intervention, and any other service that may be required, if within the scope of the Contractor's expertise.
- Conducts training in accordance with the Center's Emergency Preparedness Plan (to be provided by the Government after award), automated external defibrillator (AED), cardiopulmonary resuscitation (CPR), and first-aid.
- Provide acute medical care of work related illness and injury.
- Provide initial emergency response, medical diagnosis, and treatment for civil servants, support service contractors, or visitors who become ill or who are injured at the Center during business hours.
- Determine the appropriate means of safe patient transport.
- Integrate Occupational Health Acute Care capabilities into the Center-wide emergency response plan.
- Participate in Center emergency response table top exercises and drills.
- Oversee the Center-wide AED Program (responsibility of the Medical Director), and medical oversight/review for any emergency medical services programs.
- Ensure the Center-wide AED Program is written and meets the requirements of the NASA AED Program Guidelines (responsibility of the Medical Director). Provide training and ensure maintenance is performed as required.
- Prepare a plan for emergency situations to including the potential for natural disasters and incidents involving biological, chemical, radiation, and nuclear agents, weapons of mass destruction, mass-casualty events, and support required under the Emergency Preparedness Plan and Continuity of Operations Plan.

3.1.2 Occupational Health Program

The NASA Occupational Health Program provides care for NASA employees and contractors who become acutely ill. The Occupational Health Program also provides occupational and preventative health services to maintain and improve the health of NASA employees with a focus on the prevention, diagnosis, treatment, and care of illness and injuries caused or aggravated by the work environment. All services shall be provided onsite, except the EAP and the mammography services.

The Contractor shall arrange for reimbursement of costs for services provided to employees of GRC support service contractors (see paragraph 7). No emergency or first aid services shall be denied for lack of insurance coverage.

The Contractor shall:

- Provide care of illness and occupational injury.
 - Provide clinical and environmental laboratory analysis (e.g., mercury, cadmium, etc.).
 - Provide retina testing for laser safety operations.
 - Provide educational services such as education on human immunodeficiency virus, first aid, CPR, nutrition, and stress management.
 - Coordinate with referrals to the GRC EAP
-

- Provide safety glasses and supply services for prescription safety glasses as directed by the COTR. The services shall consist of dispensing, fitting, displaying, repairing, and adjustment of such glasses. (Note: necessary optical equipment not provided as GRP). Civil servants must have a work order and a new prescription to take advantage of this program. Three-day emergency service shall be provided when required. This emergency service is not expected to exceed 2 percent of the total quantity of orders for the contract period. All safety glasses provided shall meet or exceed the American National Standards Institute Section Z87.1-2003 Standard for Frames and Lens. The Contractor shall provide and maintain records of all safety glasses provided.
- Provide medical surveillance and medical monitoring programs in accordance with OSHA regulatory requirements for exposure to toxic chemicals, such as asbestos, lead, mercury, and cadmium.
- Conduct medical surveillance for each employee in the Respirator Program on a yearly basis per 29 CFR 1910.134. The employee (civil servant and support service contractor) is responsible for contacting the Medical Services Clinic to schedule the testing. Testing should be completed during the annual health screening which is offered to civil servants in the Respirator Program. Alternate arrangements for testing will be made at the time the employee notifies Medical Services Clinic as to whether or not they elect to participate in the annual health screening program. The test will included a spirometry test, and check of ears, nose, and heart to ensure that the person is physically fit for a respirator.
- Implement an effective ergonomics program aimed at the identification and prevention of musculoskeletal disorders for civil servant and support service contractors (no charge to support service contractors. The Program shall include survey of work areas, ergonomic assessments, assess ergonomics issues relating to employees work area and/or processes, provide recommendations to the employee being assessed, and maintain all government furnished ergonomic equipment and devices. The Contractor shall perform these assessments at the employee's work area. The program shall include a written program, engineering controls, administrative controls, exposure assessment, and employee awareness in accordance with NPR 1800.1. The Contractor shall use the guidance on ergonomics as outlined by the National Institute of Occupational Safety and Health. The Contractor serves as the focal point of contact for the COTR for matters pertaining to the Center's Ergonomic Program and maintains logs and records, and associated equipment.
- Provide audiometric testing services, in accordance with 29 CFR 1910.95 (Occupational Safety and Health Administration (OSHA) Standard on Occupational Noise Exposure), NASA NPR 1820.1, Hearing Conservation, and the Hearing Conservation Program Policy (Chapter 11 of the Environmental Programs Manual). The Audiometric Monitoring Program, as part of the Hearing Conservation Program shall be administered by the Contractor and coordinated with the Noise Exposure Management Program (NEMP) of the SHED.
- Serve as the advisor for the Hearing Conservation Program and shall be responsible for evaluating abnormal audiograms and for making referrals to outside specialists, as needed.
- Administer the Audiometric Testing Program. All audiometric tests shall be conducted by persons currently certified by the Council for Accreditation of Occupational Hearing Conservation or under the direction of the Medical Services Clinic physician. The Government will be provided with a list of employees enrolled in the Hearing Conservation Program. Enrolled individuals will responsible for contacting the Medical Services Clinic to schedule testing.

The audiometric monitoring program shall include baseline, annual, and exit audiometric tests for Government employees enrolled in the Hearing Conservation Program. Each audiometric exam shall also include a brief medical exam of the employee's ears, nose, and throat conducted by or under the guidance of a physician.

The Contractor shall provide audiometric test data to NEMP on a monthly basis for all Hearing Conservation Program participants and as requested by NEMP.

- Provide Travel Counseling and Immunization to civil servants who travel internationally for work related activities. The Contractor shall issue a medical clearance to international travelers. The Contractor shall review the medical and immunization history and determine if further evaluation, testing, medication, or immunizations are needed. A travel kit stocked with a variety of over the counter medications for use during travel shall be provided to international travelers as required. The kits shall be distributed 1 to 2 weeks prior to departure and returned by the civil servant within 1 week of their return home. Returned kits are to be restocked and prepared for subsequent travelers.
- Provide flu shots to civil servants annually as supplies allow. Flu shots may also be offered to support service contractors for a fee. The Contractor shall follow the Center for Disease Control recommendations for the current year in establishing an order of eligibility.
- Provide job related FAA flight physicals for civil servants and support service contractors. Flight physicals shall be as required by the FAA Guide for Aviation Medical Examiner for applicable standards and examination procedures. The physician performing the examinations shall be a certified Aviation Medical Examiner.
- Provide civil servant crane operators with physicals in accordance with NPR 1800.1 and OSHA requirements.
- Conduct an annual 8-hour Occupational Health Fair and an annual 8-hour Safety Fair for the purpose of promoting the health and safety of GRC employees.
- Review drug testing results performed on civil servants in test designated positions. Positive test results shall be discussed with the affected employee to confirm positive or false positive results.
- Provide physical therapy to reduce lost-time injury time.

3.1.3 Incident Reporting Information System

The Contractor shall support the Agency's mishap reporting system - Incident Reporting Information System (IRIS). This is a comprehensive NASA agency wide web based system that tracks information on all occupational and non-occupational (personal) injuries and illnesses and manages information about events or conditions of environmental, health or safety significance.

The Contractor shall input basic information on work related injuries for employees that go to the contractor for medical care. The contractor initiates the employee injury process using IRIS. In addition, the contractor will meet with Safety and Mission Assurance personnel to validate employee injury data, OWCP data and mishap reports to ensure Agency's and OSHA requirements are met.

In addition, the Contractor shall report employee mishaps and close calls within 24 hours using the Quick Incident Button in the IRIS.

A NASA mishap is defined as an unplanned event that results in at least one of the following:

- Injury to non-NASA personnel, caused by NASA operations
- Damage to public or private property (including foreign property), caused by NASA operations or NASA funded development or research projects
- Occupational injury or occupational illness to NASA personnel
- Destruction of, or damage to, NASA property except for a malfunction or failure of component parts that are normally subject to fair wear and tear and have a fixed useful life that is less than the fixed useful life of the complete system or unit of equipment, provided that the following are true: (1) there was adequate preventative maintenance; and (2) the malfunction or failure was the only damage and the sole action is to replace or repair that component.

A NASA close call is defined as an occurrence or a condition of employee concern in which there is no injury or only minor injury requiring first aid and no significant equipment/property damage/mission failure (less than \$1000), but which possesses a potential to cause a mishap.

3.1.4 Preventive Health Services

3.1.4.1 Physical Examinations

The Contractor shall administer physical examinations for all civil servants who choose to participate in the employee Health Screening Program. The Contractor shall establish a system of employee notification and appointment scheduling and for rescheduling of missed appointments.

The physical examinations protocol shall be in accordance with enclosure 1. A partial physical examination shall be provided each year and a complete physical examination once every 3 years. The examinee has the right to decline any or all of the procedures. The offered examinations shall consist of the following procedures:

3.1.4.2 Other Health Services

The Contractor shall:

- Provide routine blood pressure monitoring to civil servants
- Provide seasonal allergy injections to civil servants under the care of an allergist with environmental seasonal allergies
- Provide a Mammography Screening Program through approved providers to all civil servants based on the guidelines established by the American Cancer Society. This service shall provide baseline mammography screening and annual mammography screening. The facilities providing these services must be accredited by the American College of Radiologist.
- Provide a program of nutritional awareness, individual counseling, and education programs to maintain good health, encourage behavioral change, prevent disease, and encourage an environment that emphasizes good health practices, and healthy food choices.
- Conduct individual nutrition counseling for diabetes, high blood pressure, weight loss, high cholesterol or triglyceride levels, cancer prevention, vitamin, minerals or herbal supplements, concerns about quality of diet, and other nutrition questions or problems.
- Conduct monthly inspections of the cafeterias to determine that the proper level of cleanliness is attained and maintained. Additionally, those duties such as checking foods for freshness, proper temperature, and expiration dates shall be included in these inspections.
- Provide technical guidance on areas of emergency care, adult CPR, AED, and first aid.
- Provide adult CPR, AED, and first aid training in accordance with American Red Cross or American Heart Association training requirements. The Contractor shall provide four 8-hour sessions including appropriate tests to have employees receive certification. The Contractor's Medical Director shall have primary technical oversight for the Center's AED policy and its implementation at the Center.
- Manage the AED training program, including the use of a third party AED management system provided by the Center. This includes recordkeeping for the AED equipment (its location and maintenance requirements).
- Provide a smoking cessation program at a minimum semi-annually.

- Provide health and wellness training on a variety of topics not limited to physical fitness, nutrition, stress management, ergonomics, etc. A minimum of 12 1-hour sessions shall be provided per year. Civil servants shall be given priority enrollment. Health and wellness training shall be provided at no charge to support service contractors.

3.2 Worker's Compensation Program

The Contractor shall support the Worker's Compensation Program Officer. The Medical Director shall be responsible for the medical aspects of civil servant worker's compensation cases. This shall include initiating and providing medical evidence to NASA compensation personnel for claims that do not appear to be work related and should be refuted. The respective Compensation Claims Officer shall assist as required.

The Contractor shall obtain history, assesses injury or illness, and provides treatment. The Contractor shall ensure treatment options are available for any employee with an occupationally related injury or illness during and after normal business hours. The Contractor shall provide ongoing care and follow-up until issue is resolved or maximum medical improvement has been reached.

After the determination of the civil servant's physician for clearance to return to duty, the Contractor shall provide a verification of fitness for duty and the need for job modifications or accommodations.

The Contractor shall provide assistance to the GRC Compensation Claims Officer as needed.

3.3 Physical Fitness Program and Associated Services

The Contractor shall conduct a Physical Fitness Program in conjunction with the Medical Services Clinic with the purpose of maintaining and improving participants' fitness for duty. The program shall consist of physical and rehabilitative therapy and exercise programs, Phase III Cardiac Rehabilitation, stress management, special health enhancement programs, aerobic exercise to improve cardiovascular tone, anaerobic exercise, and other programs. The Contractor's Physical Fitness Program shall comply with the NASA Occupational Health Programs guidance.

The Physical Fitness Program is to be operated onsite in Building 341 from 6:00 a.m. to 7:00 p.m. week days, excluding holidays. The locker room will remain open until 7:30 p.m. daily.

Fitness Center services are available to civil servants so as to assure no interference with employee work responsibilities, but consonant with flexible work schedules. The Fitness Center services are also available to civil servant retirees and support service contractors for a fee to be reimbursed to the Government.

Prior to beginning an exercise program, it is required that a person undergo medical screening. The purpose of the medical screening is to provide a baseline for the medical and exercise professional to make recommendations concerning personal exercise program.

All individuals applying for membership are required to be screened for fitness prior to joining the Fitness Center. The Contractor shall determine the minimum level of fitness and screening required to participate in the Fitness Center and provided any medical screening requirements to civil servants. The Contractor shall provide civil servant retirees and support service contractors with the required screening requirements for a fee to be credited to the Government. Upon being medically cleared, the requestors will be granted Fitness Center membership status. The Contractor shall ensure medical clearances are up to date for all participants.

The Contractor shall:

- Provide services compatible with the standards promulgated by the American College of Sports Medicine.
-

- Provide basic fitness classes such as intermediate step, step and tone, interval conditioning, healthy back, toning, and muscle conditioning at no charge to members. Fees may be charged for specialized classes such as yoga and Pilates. Civil servants shall be given priority enrollment.
- Develop and implement individual and group fitness programs based on emerging national level trends as well as customer data.
- Provide instruction on the proper use of equipment upon their entry into the program and as needed thereafter.
- Implement exercise prescriptions as ordered by the Medical Services Clinic. The Contractor shall provide one on one attention and service to personnel who undertake medically pre-scribed fitness programs or regimens.
- Provide information and education to the onsite community through a variety of venues including pamphlets, newsletters, health screenings, lectures, and personal training, with the underlying message that optimal health and fitness are achievable, in part, through regular physical exercise and screenings for early detection of disease.
- Integrate the Fitness Center's program with all other aspects of the Occupational Health Program such as environmental health, medicine, nutrition, and rehabilitation services.
- Promote special activities such as the Slimathon, Employee Step Out, and the Summer Volleyball League.
- Maintain all participants' records which shall be used for monitoring employee progress, to study outcome measures and program effectiveness, and to track, publicize, and promote the program.
- Implement specific fitness programs and fitness screening/testing. Examples may include fitness assessments, weight loss, blood pressure normalization, strength conditioning, rehabilitation, and group activities.
- Monitor progress of individual participants in terms of physiological responses and modify their activity prescription as requested by the participant.
- Develop a program to attract new members and to encourage a regular pattern of participation by current and new members.
- Provide physical therapy and Phase III Cardiac Rehabilitation to civil servants who have been diagnosed for the need of these therapies.
- Administer medical services as appropriate, such as CPR, AED, and first aid.

3.4 Employee Assistance Program (EAP)

EAP is a confidential, diagnostic, and educational program providing assessment, short-term counseling, and referral services free of charge for civil servants, their immediate family members within the same household. EAP group sessions for grief counseling/crisis management shall be provided free of charge to support service contractors.

The EAP coordinator shall be onsite 5 days per week. The hours of operation are Monday through Friday, 8:00 a.m. to 12:00 p.m.

Offsite counseling services shall be available through a network of providers in the Northeast Ohio area and offer weekday, weekend, and evening appointments.

3.4.1 Management, Organization, Group Consultation, and Education

The Contractor shall:

- Provide emergency EAP consultations 24 hours per day, 7 days a week. This will include access to a psychiatrist.
- Provide services for employee or family self-referral, management referral, or Medical Services Clinic referral.
- Offer short-term counseling limited to three visits per problem for civil servants and their families. The EAP counselor determines the appropriate number of visits on a case-by-case basis, and may determine the appropriateness of greater than three visits. Should the need arise for more than three sessions; the employee will be assisted in finding a provider under the employee's medical plan.
- Participate on committees and in meetings to clarify and promote the EAP.
- Provide a wide range of appropriate educational materials for distribution and posting.
- Provide informational sessions, workshops and seminars on a wide range of topics.
- Provide management consultation in a variety of areas such as violence in the workplace, stress, and conflict.
- Provide consultation to management on the Drug-Free Workplace Program.
- Consult and provide education on violence prevention to management and organizations.
- Facilitate and/or coordinate the implementation and scheduling of health related support group meetings.
- Provide bimonthly (1 hour in length) onsite seminars addressing a variety of workplace issues facing employees including, but not limited to, stress management, workplace issues, elder care,
- Increase employee awareness of the availability, nature, and scope of EAP services through periodic training.
- Review the nature, scope, and accessibility of the EAP services
- Assist employees in returning to their position and job duties at the level required in their job description
- Provide managers with periodic training and education to:
 - Review manager's responsibilities to employees
 - Review how to address issues such as identifying poor work performance and confronting a troubled employee
 - Discuss the benefits of early detection and referral emphasize their role in using EAP as a management tool to assist employees with job performance issues, behavioral problems, or excessive absenteeism

Crisis Management

The Contractor shall:

- Provide crisis management for disaster and emergency situations, as directed by the COTR. Additional resources for Critical Incident Stress Debriefing in the community will be identified and made available, as appropriate.
- Support the Emergency Preparedness Plan and participate in one table top exercise per year consisting of a sit down meeting that will last up to 4 hours. This exercise will prepare for and support emergency situations to include the potential for natural disasters and incidents involving biological, chemical, radiation, and nuclear agents, weapons of mass destruction, mass-casualty events, and support required under the Emergency Preparedness Plan and Continuity of Operations Plan.
- Support the emergency preparedness plan and participate in one drill per year consisting of a simulated emergency that will last up to 4 hours. This drill will pre-prepare for and support emergency situations to include the potential for natural disasters and incidents involving biological, chemical, radiation, and nuclear agents, weapons of mass destruction, mass casualty events, and support required under the Emergency Preparedness Plan and Continuity of Operations Plan.

3.4.3 Referral

The EAP helps employees, their spouses, family members living in the employee's household, and other legal dependents with assistance in the areas of:

- Work-related issues
- Family or personal relationship issues
- Stress-related illness
- Alcohol and substance abuse problems
- Psychological and psychiatric disorders
- Grief and loss
- Legal or financial concerns
- Other issues (e.g., care of elderly parents, retirement)
- Coworker conflict
- Depression and anxiety
- Domestic violence
- Stress
- Associate with and have access to a detoxification care unit. Several facilities in a variety of cost categories shall be identified in order to place the employee in a treatment plan that best meets their health insurance, financial status, and social situation needs.
- Select and maintain a community referral list, with a wide range of professional providers and professional services, for employee and family referrals.
- Periodically review/evaluate outside services rendered and update the referral list.
- Provide dependent care services by childcare and eldercare specialists who will be available via telephone to work one-on-one with employees and their families to assist them with dependent care issues such as finding a backup daycare when their primary provider no longer can perform these services or assisting with finding the support necessary for an aging parent.
- Provide a 30-minute telephone consultation on legal issues to assist employees with a variety of common problems including divorce, elder care estate planning, taxes, etc.
- Provide a 60-minute consultation with a Financial Planner where financial difficulty is determined during the consultation period.

3.4.4 Follow-up

The Contractor shall:

- Maintain a follow-up process to monitor the employee's progress.
- Conduct return to work interviews on all cases that were referred by management.
- Consult or refer employees to Medical Services Clinic physician when the return to work involves medical issues.
- Provide follow-up on management-referred cases to assist employee with effective readjustment to the workplace after receiving treatment for problems such as mental health, personal and social adjustment, and alcohol/substance abuse.

3.5 Materials and Supplies

The Contractor shall provide office supplies, medical supplies, eyewear material, laundry services, lab services, prescription and non-prescription drugs, service and maintenance agreements, software licenses not provided by ODIN, and equipment under \$5000.

3.6 Reimbursement Program

The Contractor shall establish and implement a Reimbursement Program for all services provided under this contract to non-Government employees. Any fees collected shall be fully credited to the Government on a monthly basis and indicated on the monthly financial report and invoice. Fees include: full cost for flu shots, Fitness Center medical screening, Fitness Center costs, FAA flight physicals, safety glasses, Hepatitis A and B immunizations, tuberculosis immunizations, and any other services rendered.

The Contractor shall institute a program offering civil servants who are private pilot hobbyists a FAA flight physical examination above the requirements for annual physical examinations (Section 3.3) for a fee to be reimbursed to the Government.

4.0 Personnel Qualifications

The Contractor shall provide fully qualified personnel for all aspects of the Health Services Program. The Contractor shall be responsible for certifying that they meet all personnel qualifications/certifications specified.

During the performance of work on this contract individual credentials, such as resumes, licenses, and certification associated shall be provided to the Government upon request.

4.1 Physician(s)

The Medical Director for this contract shall be a physician. Physician(s) must be licensed to practice in the state of Ohio in at least one specialty recognized by the American Medical Association.

The physician(s) must be capable of performing thorough physical examinations including EKG and basic x-ray interpretations.

The physician(s) must be capable of performing emergency procedures such as suturing; cardiac resuscitation; emergency treatment of hypovolemic, cardiogenic, and neurogenic shock; treatment of convulsions, hypothermia, and frostbite; and initial treatment of fractures and other such conditions.

The physician(s) must be capable of evaluating occupational exposures in areas such as noise, lasers, radiation, microwaves; and inhalation, contact, and ingestion of toxic materials.

The physician(s) must be capable of providing coordination with and referral services for the EAP.

A physician shall have current certification for FAA examiner for Class I, II, and III. Shall be accredited by either the Association of Medical Review Offices or the American College of Occupational and Environmental Medicine.

4.2 Physician Assistant(s)/Nurse Practitioner(s)

Physician assistant(s) and nurse practitioner(s) must be a graduate of accredited nursing program and possess a Certificate to Prescribe. The physician assistant(s)/nurse practitioner(s) must be licensed to practice in the state of Ohio.

4.3 Nurses

Nurses shall be registered nurses or licensed practical nurses. All nurse(s) shall be licensed or registered in the state of Ohio.

4.4 X-Ray/Medical Technician(s)

The x-ray/medical technician(s) shall be registered and licensed in the state of Ohio and in good standing with the American Registry of Radiologic Technologists. The x-ray/medical technician shall be a graduate of an accredited program of radiologic technology, with experience in a medical clinic or hospital environment.

4.5 Physical Therapist

The physical therapist shall be licensed in the state of Ohio.

4.6 Optician

The optician shall be a dispensing optician and licensed in the state of Ohio.

4.7 Dietitian

The dietitian shall be a Registered Dietitian (RD). An RD has a bachelor degree in nutrition or a related field, completed a dietetic internship or supervised practice experience and passed an examination to become registered. The RD shall be skilled in individual and group counseling, and possess the ability promote the wellness program.

4.8 Ergonomics

Contractor personnel shall be trained and experienced in conducting ergonomics surveys and providing recommendations to concerns at the industrial and/or research site.

4.9 Hearing Conservation

Contractor personnel shall be trained and experienced in supporting of the Hearing Conservation Program.

4.10 Respiratory Protection

Contractor personnel shall be trained and experienced in support of the Respiratory Protection Program.

4.11 Fitness Center Staff

Fitness Center staff shall have a Bachelor's degree in exercise physiology or related field, or at least 4 years of related experience. All staff members shall be certified by either the Aerobic Fitness Association of America, American Council on Exercise, National Exercise Trainers Association, or equivalent certification.

Fitness Center staff shall be certified in CPR, AEDs, and first aid.

Fitness Center staff shall possess the physical ability to be able to demonstrate and instruct the proper use of exercise equipment and perform routine maintenance on the equipment.

4.12 EAP Staff

EAP counselors shall have a minimal education level of a Masters degree in an accredited mental health field (e.g., clinical psychology, social work). All counselors shall be licensed in the state of Ohio. Experience in counseling, management consultation, and drug and alcohol assessment expertise is required. Certification as an Employee Assistance Professional is a preferred credential.

5.0 Records, Reports, and Performance Metrics

All records, reports, and data shall be maintained by the Contractor according to NPR 1441.1 NASA Records Retention Schedule and the Privacy Act of 1974, and are the property of the Agency. All records (both hard copy and electronic) shall be available for Agency medical quality control review.

5.1 Medical Records

The Contractor shall be responsible for the maintenance of accurate and complete medical records of all patients and fitness center members. Records shall be used to support required treatments, verification of medical clearances, program analysis, compilation of statistical data, determination of individual baseline health and progress, and summary of any incidents occurring during facility use including the response and patient outcome.

The Contractor shall maintain an accurate and complete electronic database of patient records as may be directed by the COTR.

The Contractor will be responsible for assuring employee medical records are secured and confidentially maintained. Records shall be maintained in accordance to the following (most current revision):

Privacy Act 1974
 NPD 1382.17E Privacy Act System of Records (NASA 10HIMS)
 NPD 1830.1B, NASA Employee Assistance Program
 OSHA record keeping regulations
 Health Insurance Portability and Accountability Act Regulations

Access to and copies of employees' medical records are permitted upon receipt of a signed release by the employee or receipt of a notarized designation by the employee or third party.

Records shall also be maintained for maintenance, calibration, repair, and replacement of all equipment.

All medical records (written and electronic) developed during the contract shall be transferred to any follow on contractor and shall be subject to the contract clause entitled "Installation Provided Government Property".

5.2 Reports and Performance Metrics

All necessary reports/metrics shall be communicated through the chain of command to the appropriate source. The Contractor shall have a system in place to trend any emerging patterns. Reports may be narrative or statistical in nature and are generally required on a monthly and annual basis. The Contractor and the COTR shall periodically review the required tracking elements. Reports shall be prepared in accordance with laws, policies and regulations concerning confidentiality.

The Contractor shall collect and report data and metrics on a monthly basis. The information shall summarize performance in each service area of the SOW and include patient satisfaction information. The final metric categories shall be submitted for the COTR for concurrence.

5.2.1 Monthly Technical Report

The Contractor shall provide monthly reporting in accordance with the Reports of Work clause of this contract. The monthly reporting shall include both monthly technical and financial reports. This technical report shall consist of a summary of the Contractor's performance for each of the service areas of the SOW. A narrative summary and statistical data shall be provided.

The report shall include, but is not limited to, customer satisfaction, number of patients seen for each type of exam, immunizations, health screening checks/exams, medical monitoring, injury reports, laboratory, x-ray, physical fitness programs, and mental health and counseling services, etc.

The report shall also include suggested efficiencies of operation and innovative approaches for cost savings, and identification of contract operational concerns.

The EAP shall track demographics, cases, referrals, and outcome data for individuals and groups.

5.2.2 Monthly Financial Report

The Contractor shall provide monthly financial information in accordance with the Reports of Work clause of this contract. The Contractor shall include an itemized breakdown of reimbursement for services provided to support service contractors. The breakdown shall separate by civil servants, civil servant retirees, and support service contractors.

5.2.3 Annual Contract Report

The Contractor shall provide an annual statistical summary of all monthly reports and analysis of the data.

6.0 Government-furnished Equipment

The Contractor shall make use of Government-furnished equipment to the greatest extent possible.

The Contractor shall calibrate, maintain, and/or replace equipment to ensure that all equipment is serviceable.

Prior to replacement or repair of equipment, the Contractor shall provide to the COTR a best value analysis for all repair/replace or lease/buy requests.

The Contractor shall develop a replacement plan for all Government-furnished equipment, both tagged and untagged.

Equipment purchased at \$5000 or more and with a service life of 2 or more years is considered tagged equipment.

7.0 Maintenance Agreements

The Contractor shall have maintenance and calibration agreements for the x-ray equipment and other equipment, as required. The Contractor shall have software licensing agreements.

Periodic equipment maintenance of the exercise equipment shall be performed by the Contractor staff or through a maintenance agreement.

8.0 References

<http://ohp.ksc.nasa.gov/policies/index.html>

NASA Policy Directives (NPD)

- NPD 1800.2B NASA Occupational Health Program
- NPD 1810.2B NASA Occupational Medicine Program
- NPD 1820.1B NASA Environmental Health Program
- NPD 1830.1B NASA Employee Assistance Program
- NPD 1840.1B NASA Workers' Compensation Program

NASA Procedural Requirements (NPR)

- NPR 1800.1 NASA Occupational Health Program Procedures
- NPR 1810.1 Health Services for International Travel or Assignment w/Change 2 (3/29/04).
- NPR 1820.1 Hearing Conservation
- NPR 1840.1 Management of Workers' Compensation Injuries and Illnesses
- NPR 8715.3, NASA Safety Manual, Appendices

NASA Occupational Health Documents, Guidelines and Checklists

- AED Guidelines
- Critical Incident Stress Management Services Guidelines
- Credentialing and Privileging
- Emergency Crash Cart
- Emergency Preparedness for Weapons of Mass Destruction
- Environment of Care
- Infection Control
- Legionella Bacteria Contamination of Potable Water
- Medication Management
- Medical Quality Assurance Program
- Nutrition Technical Bulletin

- Outdoor Laser Policy
- Solar Safe Program

Miscellaneous

<http://www.gpoaccess.gov/cfr/retrieve.html>

<http://www.osha.gov/>

<http://www.usdoj.gov/04foia/privstat.htm>

<http://www.grc.nasa.gov/WWW/Directives/1382.1.htm>

9.0 Acronyms

| | |
|------|--|
| AED | Automated External Defibrillator |
| CO | Contracting Officer |
| COTR | Contracting Officer's Technical Representative |
| CPR | Cardiopulmonary Resuscitation |
| EAP | Employee Assistance Program |
| EKG | Electrocardiogram |
| FAA | Federal Aviation Administration |
| GRC | Glenn Research Center |
| MRO | Medical Review Officer |
| NEMP | Noise Exposure Management Program |
| OSHA | Occupational Safety and Health Administration |
| PAP | Papanicolaou |
| SHED | Safety, Health, and Environmental Division |

Enclosure 1 - Physical Examine Requirements.

Minimum requirements for a complete physical examination given every 3 years:

- Update Family and Past History.
- Height, Weight, and Vital Signs.
- Complete Body Examination
- Hemocult, over age 45 every year or at any age with significant risk factor history
- 12 Lead Electrocardiogram (EKG) – baseline and as needed according to risk factors
- Basic Metabolic and Lipid Panels (complete blood count with differential, urinalysis with microscopy, and thyroxin level).
- Visual Acuity Test and Tonometry.
- Testing offered during the baseline examination includes an audiogram, chest x-ray, and pulmonary function test. Pulmonary function testing includes Forced Vital Capacity, Forced Expiratory Volume 1.
- A Screening Exercise Cardiac Stress (if indicated by significant personal history or family history and examination findings) should be offered (within the clinic, if NASA standards are met). Follow-up will be recommended if clinically indicated.
- Papanicolaou (PAP) test in conjunction with a female pelvic exam

Minimum requirements for partial physical examinations every year.

For Women: Over 40

- Lab work
- Visual acuity
- Tonometry
- EKG yearly, with risk factors
- Hemocult Card, over age 45 or earlier with significant personal/family history
- PAP, pelvic, rectal, and breast examination

Women: All Ages

- Vital signs, height, weight
- PAP, pelvic, breast, vital signs

For Men: Over 40

- Lab work
- Vital signs, height, weight
- Visual acuity
- Tonometry
- EKG yearly, with risk factors
- Rectal exam
- Hemocult Card, over age 45 or earlier with significant personal/family history
- Testicular examination
- Prostate specific antigen test, over age 50 (over 40 if family history)

Men: All Ages

- Vital signs, height, weight
- EKG, with risk factors
- Testicular examination

Additional Requirements for Physical Examinations:

The following additional procedures shall be offered only under conditions when necessary or determined to be advisable by the examining physician, or dictated by existing standard medical testing protocols:

- Baseline chest x-ray, both posterior anterior and lateral, shall be offered at the time of the employee's first health screening in Medical Services. Subsequent x-rays shall be provided when deemed advisable by the examining physician.
- Provide graded exercise stress tests as appropriate to the patient.
- Pre-employment physicals for candidates as requested by the COTR.
- Prepare a narrative report for the patient file, which contains all the information in the exam and test results. The Contactor shall provide the patient a copy of the examination results.

ATTACHMENT C

LIST OF GOVERNMENT-FURNISHED EQUIPMENT (TAGGED AND UNTAGGED)

TAGGED

| Tag# | Bldg | Rm | Mfg | Item | M/N | S/N | Cost | Date Acq | |
|------------|------|-----|--------------------------------|---------------------------|------------|------------|--------------|---------------------|--|
| 2138251 | 341 | 100 | DELL COMPUTER CORP | COMPUTER, MICRO | MTC2 | G3W4G51 | \$1,272.00 | 16-Aug-04 | |
| 2138252 | 341 | 100 | DELL COMPUTER CORP | COMPUTER, MICRO | MTC2 | F3W4G51 | \$1,272.00 | 16-Aug-04 | |
| 0247592 | 341 | GYM | VIDEOTEK INC | RECEIVING SET, TELEVISION | RM25 | 03861036A | \$910.00 | 14-Apr-86 | |
| 0248429 | 341 | GYM | MATSUSHITA ELECTRIC CORP OF AM | CAMERA, VIDEO | AG150 | D6HC00115 | \$1,469.00 | 15-May-86 | |
| 2134248 | 341 | GYM | DENON AMERICA INC | PLAYER, COMPACT DISK | DN-T620 | 1031512176 | \$599.00 | 16-Oct-01 | |
| 2007760 | 15 | 92 | BENNETT X-RAY CORP | MACHINE, MEDICAL X-RAY | B180M4F | B99F3390 | \$24,296.00 | 25-Aug-99 | |
| 2007761 | 15 | 92 | BENNETT X-RAY CORP | CONTROL UNIT, X-RAY | CM-425 | BSP99A0284 | \$4,500.00 | 25-Aug-99 | |
| 2133852 | 15 | 102 | HEWLETT-PACKARD CO BOISE DIV | PRINTER, LASER | 2200DN | JPBGH19893 | \$1,160.00 | 19-Sep-01 | |
| 2133853 | 15 | 102 | HEWLETT-PACKARD CO BOISE DIV | PRINTER, LASER | 2200DN | JPBGJ29350 | \$1,160.00 | 19-Sep-01 | |
| 2136320 | 15 | 102 | MEDTRONIC PHYSIO-CONTROL CORP | DEFIBRILLATOR | LIFEPAK 12 | 30524125 | \$18,118.00 | 21-Nov-02 | |
| G093900 | 15 | 102 | SPACE SAVER SYS INC | CABINET, ROTARY FILE | S4E | NONE | \$31,170.00 | 02-Jan-90 | |
| 1406896 | 15 | 102 | MEDTRONIC PHYSIO-CONTROL CORP | DEFIBRILLATOR | LIFEPAK300 | 00007310 | \$6,857.00 | 07-Jul-94 | |
| 2046015 | 15 | 90 | HEWLETT-PACKARD CO BOISE DIV | DEFIBRILLATOR | CODEMASTER | 3727A11498 | \$6,410.00 | 02-Mar-00 | |
| 1435915 | 15 | 96 | MARQUETTE ELECTRONICS INC | TREADMILL | 2000 | NONE | \$10,781.00 | 15-Feb-95 | |
| 1435917 | 15 | 96 | MARQUETTE ELECTRONICS INC | CONTROL, SPEED | MAX1 | NONE | \$5,000.00 | 15-Feb-95 | |
| 1110526 | 15 | 96 | MARQUETTE ELECTRONICS INC | ELECTROCARDIOGRAPH | MAC6 | DILC2205F | \$8,500.00 | 29-Apr-91 | |
| Attachment | | | | | | | Total | \$123,474.00 | |

UNTAGGED

Medical Services Clinic

| | |
|-------------------------------------|---|
| Wall-mounted Sphygmomanometer | 6 |
| Free-standing Sphygmomanometer | 2 |
| IVAC Thermometer | 4 |
| Otoscope/Ophthalmoscope | 4 |
| Optic Visor | 2 |
| Portable exam light | 2 |
| Wall-mounted Exam Light | 1 |
| Hospital Bed | 1 |
| Upright Scale | 3 |
| Mayo Stand | 5 |
| Portable oxygen tank stands | 3 |
| Oxygen tank holder | 1 |
| Wall-mounted x-ray film illuminator | 2 |
| Exam table | 4 |
| Portable IV pole | 2 |
| Crash cart | 1 |
| Stainless steel instrument cart | 5 |
| Suction machine with stand | 1 |
| Hearing Booth | 1 |
| Audiogram Interpreter | 1 |
| Microscope | 1 |
| X-ray processor | 1 |
| Titmus vision tester | 1 |
| Tonometry tester | 1 |
| Spirometry printer | 1 |
| Autoclave | 1 |
| Medtronic CR Plus AED | 1 |
| Glucometer | 1 |
| Portable Pulse Ox | 1 |
| Refrigerator | 3 |
| Puritan Bennett Spirometry | 1 |

Fitness Center

Nautilus/Trotter Machines:

- Abdominal crunch

- Bicep curl
- Tricep extension
- Hip adduction/abduction
- Side lateral raise
- Shoulder press
- Chest press
- Chest fly
- Lateral pull down
- Compound row
- Leg extension
- Leg curl
- Cable crossover
- Gravitron

Free weights:

- Bench press
- Preacher curls
- Smith machine
- Power rack
- Utility benches – 6; 2 adjustable incline, 3 flat, 1 adjustable decline
- Dumb-bells weight area-52; sizes 20lbs–100lbs.
- Dumb-bells aerobic area-92; sizes 3lbs-15lbs
- Weight plates-55: sizes 2.5lbs–45lbs.

Cardiovascular equipment:

- 9 Treadmills – 2 Life Fitness, 7 Stairmaster
- 3 rowers
- 9 bikes – 5 Lifecycles, 1 Tectrix, 1 Stairmaster, 2 dual fit "airdynes"
- 2 Precor ellipticals

Aerobics equipment:

- 14 Step company steps
- 58 risers for steps
- 1 reebok step
- 20 exercise mats
- 4 exercise balls

Stereo Equipment

- 1 Denon Tuner
- 1 Denon CD/Tape Deck
- 2 Bogen Challenger Equalizer's
- 1 Audio Level Adjuster
- 1 Samson VHFtd
- 1 Stereo Audio Selector
- 1 Power Surge Protector
- 1 Wireless Mic. Unit

TV Equipment

- 5 TV's
- 3 VCR's
- 1 TV cart

Office/Miscellaneous Equipment

- 1 Automatic External Defibrillator (AED)
- 2 Competitor Second Hand Wall Mount Clocks
- 1 Copy Machine
- 1 refrigerator
- 1 microwave
- 1 exercise testing bike
- 3 weight scales- 1 in office area, 1 women's locker room, 1 men's locker room

ATTACHMENT K

94-2415 OH,CLEVELAND

WAGE DETERMINATION NO: 94-2415 REV (28) AREA: OH,CLEVELAND

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2416

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.: 1994-2415
Revision No.: 28
Date Of Revision: 05/23/2005

State: Ohio

Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 11.25 |
| 01012 - Accounting Clerk II | 13.02 |
| 01013 - Accounting Clerk III | 14.45 |
| 01014 - Accounting Clerk IV | 16.26 |
| 01030 - Court Reporter | 16.98 |
| 01050 - Dispatcher, Motor Vehicle | 14.49 |
| 01060 - Document Preparation Clerk | 13.53 |
| 01070 - Messenger (Courier) | 9.49 |
| 01090 - Duplicating Machine Operator | 12.90 |
| 01110 - Film/Tape Librarian | 14.27 |
| 01115 - General Clerk I | 9.90 |
| 01116 - General Clerk II | 11.13 |
| 01117 - General Clerk III | 13.04 |
| 01118 - General Clerk IV | 13.86 |
| 01120 - Housing Referral Assistant | 17.58 |
| 01131 - Key Entry Operator I | 11.54 |
| 01132 - Key Entry Operator II | 12.90 |
| 01191 - Order Clerk I | 12.85 |
| 01192 - Order Clerk II | 15.03 |
| 01261 - Personnel Assistant (Employment) I | 12.90 |
| 01262 - Personnel Assistant (Employment) II | 13.85 |
| 01263 - Personnel Assistant (Employment) III | 16.98 |
| 01264 - Personnel Assistant (Employment) IV | 17.58 |
| 01270 - Production Control Clerk | 17.58 |

| | |
|--|-------|
| 01290 - Rental Clerk | 13.85 |
| 01300 - Scheduler, Maintenance | 13.85 |
| 01311 - Secretary I | 14.52 |
| 01312 - Secretary II | 17.05 |
| 01313 - Secretary III | 18.69 |
| 01314 - Secretary IV | 19.59 |
| 01315 - Secretary V | 21.72 |
| 01320 - Service Order Dispatcher | 13.85 |
| 01341 - Stenographer I | 12.90 |
| 01342 - Stenographer II | 13.85 |
| 01400 - Supply Technician | 20.27 |
| 01420 - Survey Worker (Interviewer) | 13.73 |
| 01460 - Switchboard Operator-Receptionist | 13.14 |
| 01510 - Test Examiner | 16.98 |
| 01520 - Test Proctor | 16.98 |
| 01531 - Travel Clerk I | 10.83 |
| 01532 - Travel Clerk II | 11.63 |
| 01533 - Travel Clerk III | 12.47 |
| 01611 - Word Processor I | 13.40 |
| 01612 - Word Processor II | 15.75 |
| 01613 - Word Processor III | 17.17 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 12.57 |
| 03041 - Computer Operator I | 12.57 |
| 03042 - Computer Operator II | 16.53 |
| 03043 - Computer Operator III | 18.61 |
| 03044 - Computer Operator IV | 21.29 |
| 03045 - Computer Operator V | 23.57 |
| 03071 - Computer Programmer I (1) | 18.29 |
| 03072 - Computer Programmer II (1) | 20.44 |
| 03073 - Computer Programmer III (1) | 25.94 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.62 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 12.57 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 19.36 |
| 05010 - Automotive Glass Installer | 18.02 |
| 05040 - Automotive Worker | 18.02 |
| 05070 - Electrician, Automotive | 18.73 |
| 05100 - Mobile Equipment Servicer | 16.45 |
| 05130 - Motor Equipment Metal Mechanic | 19.36 |
| 05160 - Motor Equipment Metal Worker | 18.02 |
| 05190 - Motor Vehicle Mechanic | 19.36 |
| 05220 - Motor Vehicle Mechanic Helper | 15.71 |
| 05250 - Motor Vehicle Upholstery Worker | 17.21 |
| 05280 - Motor Vehicle Wrecker | 18.02 |
| 05310 - Painter, Automotive | 18.73 |
| 05340 - Radiator Repair Specialist | 18.02 |
| 05370 - Tire Repairer | 15.89 |
| 05400 - Transmission Repair Specialist | 19.36 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 8.44 |
| 07010 - Baker | 11.47 |
| 07041 - Cook I | 10.46 |
| 07042 - Cook II | 11.47 |

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| 07070 - Dishwasher | 8.80 |
| 07130 - Meat Cutter | 14.08 |
| 07250 - Waiter/Waitress | 9.04 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.73 |
| 09040 - Furniture Handler | 13.89 |
| 09070 - Furniture Refinisher | 18.73 |
| 09100 - Furniture Refinisher Helper | 15.71 |
| 09110 - Furniture Repairer, Minor | 17.22 |
| 09130 - Upholsterer | 18.73 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.49 |
| 11060 - Elevator Operator | 9.96 |
| 11090 - Gardener | 12.77 |
| 11121 - House Keeping Aid I | 9.00 |
| 11122 - House Keeping Aid II | 10.35 |
| 11150 - Janitor | 12.06 |
| 11210 - Laborer, Grounds Maintenance | 10.19 |
| 11240 - Maid or Houseman | 8.96 |
| 11270 - Pest Controller | 13.59 |
| 11300 - Refuse Collector | 12.09 |
| 11330 - Tractor Operator | 11.95 |
| 11360 - Window Cleaner | 12.43 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 14.26 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 14.54 |
| 12071 - Licensed Practical Nurse I | 12.53 |
| 12072 - Licensed Practical Nurse II | 14.08 |
| 12073 - Licensed Practical Nurse III | 15.74 |
| 12100 - Medical Assistant | 12.13 |
| 12130 - Medical Laboratory Technician | 14.96 |
| 12160 - Medical Record Clerk | 13.71 |
| 12190 - Medical Record Technician | 13.54 |
| 12221 - Nursing Assistant I | 8.36 |
| 12222 - Nursing Assistant II | 9.39 |
| 12223 - Nursing Assistant III | 10.26 |
| 12224 - Nursing Assistant IV | 11.50 |
| 12250 - Pharmacy Technician | 12.11 |
| 12280 - Phlebotomist | 12.36 |
| 12311 - Registered Nurse I | 21.65 |
| 12312 - Registered Nurse II | 24.71 |
| 12313 - Registered Nurse II, Specialist | 24.71 |
| 12314 - Registered Nurse III | 27.99 |
| 12315 - Registered Nurse III, Anesthetist | 27.99 |
| 12316 - Registered Nurse IV | 33.51 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 16.56 |
| 13011 - Exhibits Specialist I | 17.01 |
| 13012 - Exhibits Specialist II | 19.80 |
| 13013 - Exhibits Specialist III | 22.82 |
| 13041 - Illustrator I | 19.13 |
| 13042 - Illustrator II | 23.71 |
| 13043 - Illustrator III | 27.67 |
| 13047 - Librarian | 25.65 |
| 13050 - Library Technician | 15.24 |
| 13071 - Photographer I | 14.30 |
| 13072 - Photographer II | 17.61 |

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| 13073 - Photographer III | 20.49 |
| 13074 - Photographer IV | 24.24 |
| 13075 - Photographer V | 29.32 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 8.18 |
| 15030 - Counter Attendant | 8.18 |
| 15040 - Dry Cleaner | 10.21 |
| 15070 - Finisher, Flatwork, Machine | 8.18 |
| 15090 - Presser, Hand | 8.18 |
| 15100 - Presser, Machine, Drycleaning | 8.18 |
| 15130 - Presser, Machine, Shirts | 8.18 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 8.18 |
| 15190 - Sewing Machine Operator | 10.88 |
| 15220 - Tailor | 11.57 |
| 15250 - Washer, Machine | 8.86 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 20.02 |
| 19040 - Tool and Die Maker | 23.90 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 18.12 |
| 21020 - Material Coordinator | 18.43 |
| 21030 - Material Expediter | 18.43 |
| 21040 - Material Handling Laborer | 13.50 |
| 21050 - Order Filler | 11.02 |
| 21071 - Forklift Operator | 15.19 |
| 21080 - Production Line Worker (Food Processing) | 15.19 |
| 21100 - Shipping/Receiving Clerk | 14.23 |
| 21130 - Shipping Packer | 14.23 |
| 21140 - Store Worker I | 12.26 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 16.07 |
| 21210 - Tools and Parts Attendant | 15.19 |
| 21400 - Warehouse Specialist | 15.19 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 20.78 |
| 23040 - Aircraft Mechanic Helper | 16.86 |
| 23050 - Aircraft Quality Control Inspector | 21.54 |
| 23060 - Aircraft Servicer | 18.47 |
| 23070 - Aircraft Worker | 19.34 |
| 23100 - Appliance Mechanic | 18.73 |
| 23120 - Bicycle Repairer | 15.89 |
| 23125 - Cable Splicer | 23.74 |
| 23130 - Carpenter, Maintenance | 19.93 |
| 23140 - Carpet Layer | 18.70 |
| 23160 - Electrician, Maintenance | 25.76 |
| 23181 - Electronics Technician, Maintenance I | 17.72 |
| 23182 - Electronics Technician, Maintenance II | 20.54 |
| 23183 - Electronics Technician, Maintenance III | 26.65 |
| 23260 - Fabric Worker | 17.21 |
| 23290 - Fire Alarm System Mechanic | 20.09 |
| 23310 - Fire Extinguisher Repairer | 16.48 |
| 23340 - Fuel Distribution System Mechanic | 20.49 |
| 23370 - General Maintenance Worker | 18.02 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 19.63 |
| 23430 - Heavy Equipment Mechanic | 19.36 |
| 23440 - Heavy Equipment Operator | 21.75 |
| 23460 - Instrument Mechanic | 23.32 |
| 23470 - Laborer | 13.23 |

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| 23500 - Locksmith | 18.73 |
| 23530 - Machinery Maintenance Mechanic | 21.80 |
| 23550 - Machinist, Maintenance | 19.29 |
| 23580 - Maintenance Trades Helper | 15.71 |
| 23640 - Millwright | 27.34 |
| 23700 - Office Appliance Repairer | 19.43 |
| 23740 - Painter, Aircraft | 18.73 |
| 23760 - Painter, Maintenance | 21.74 |
| 23790 - Pipefitter, Maintenance | 23.41 |
| 23800 - Plumber, Maintenance | 21.18 |
| 23820 - Pneudraulic Systems Mechanic | 20.09 |
| 23850 - Rigger | 21.78 |
| 23870 - Scale Mechanic | 18.61 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.36 |
| 23910 - Small Engine Mechanic | 18.02 |
| 23930 - Telecommunication Mechanic I | 19.49 |
| 23931 - Telecommunication Mechanic II | 20.19 |
| 23950 - Telephone Lineman | 20.19 |
| 23960 - Welder, Combination, Maintenance | 19.36 |
| 23965 - Well Driller | 19.36 |
| 23970 - Woodcraft Worker | 20.42 |
| 23980 - Woodworker | 16.45 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 11.14 |
| 24580 - Child Care Center Clerk | 13.90 |
| 24600 - Chore Aid | 8.29 |
| 24630 - Homemaker | 15.66 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 20.28 |
| 25040 - Sewage Plant Operator | 19.35 |
| 25070 - Stationary Engineer | 20.28 |
| 25190 - Ventilation Equipment Tender | 16.56 |
| 25210 - Water Treatment Plant Operator | 19.35 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 22.03 |
| 27004 - Alarm Monitor | 14.48 |
| 27006 - Corrections Officer | 17.95 |
| 27010 - Court Security Officer | 20.31 |
| 27040 - Detention Officer | 17.95 |
| 27070 - Firefighter | 18.58 |
| 27101 - Guard I | 10.20 |
| 27102 - Guard II | 14.83 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 19.26 |
| 28020 - Hatch Tender | 19.26 |
| 28030 - Line Handler | 19.26 |
| 28040 - Stevedore I | 18.47 |
| 28050 - Stevedore II | 20.11 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 20.49 |
| 29010 - Air Traffic Control Specialist, Center (2) | 32.20 |
| 29011 - Air Traffic Control Specialist, Station (2) | 22.21 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 24.45 |
| 29023 - Archeological Technician I | 11.30 |
| 29024 - Archeological Technician II | 12.64 |
| 29025 - Archeological Technician III | 15.66 |
| 29030 - Cartographic Technician | 24.02 |

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| 29035 | - Computer Based Training (CBT) Specialist/ Instructor | 29.94 |
| 29040 | - Civil Engineering Technician | 20.13 |
| 29061 | - Drafter I | 12.05 |
| 29062 | - Drafter II | 14.99 |
| 29063 | - Drafter III | 18.93 |
| 29064 | - Drafter IV | 23.44 |
| 29081 | - Engineering Technician I | 14.28 |
| 29082 | - Engineering Technician II | 16.04 |
| 29083 | - Engineering Technician III | 18.05 |
| 29084 | - Engineering Technician IV | 22.22 |
| 29085 | - Engineering Technician V | 27.18 |
| 29086 | - Engineering Technician VI | 32.70 |
| 29090 | - Environmental Technician | 20.50 |
| 29100 | - Flight Simulator/Instructor (Pilot) | 31.08 |
| 29160 | - Instructor | 23.30 |
| 29210 | - Laboratory Technician | 19.23 |
| 29240 | - Mathematical Technician | 19.03 |
| 29361 | - Paralegal/Legal Assistant I | 16.42 |
| 29362 | - Paralegal/Legal Assistant II | 20.94 |
| 29363 | - Paralegal/Legal Assistant III | 25.64 |
| 29364 | - Paralegal/Legal Assistant IV | 31.01 |
| 29390 | - Photooptics Technician | 24.09 |
| 29480 | - Technical Writer | 22.48 |
| 29491 | - Unexploded Ordnance (UXO) Technician I | 20.47 |
| 29492 | - Unexploded Ordnance (UXO) Technician II | 24.76 |
| 29493 | - Unexploded Ordnance (UXO) Technician III | 29.68 |
| 29494 | - Unexploded (UXO) Safety Escort | 20.47 |
| 29495 | - Unexploded (UXO) Sweep Personnel | 20.47 |
| 29620 | - Weather Observer, Senior (3) | 23.55 |
| 29621 | - Weather Observer, Combined Upper Air and Surface Programs (3) | 19.70 |
| 29622 | - Weather Observer, Upper Air (3) | 19.70 |
| 31000 | - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 | - Bus Driver | 17.46 |
| 31260 | - Parking and Lot Attendant | 7.86 |
| 31290 | - Shuttle Bus Driver | 13.57 |
| 31300 | - Taxi Driver | 9.67 |
| 31361 | - Truckdriver, Light Truck | 13.57 |
| 31362 | - Truckdriver, Medium Truck | 17.32 |
| 31363 | - Truckdriver, Heavy Truck | 17.87 |
| 31364 | - Truckdriver, Tractor-Trailer | 18.95 |
| 99000 | - Miscellaneous Occupations | |
| 99020 | - Animal Caretaker | 9.42 |
| 99030 | - Cashier | 9.70 |
| 99041 | - Carnival Equipment Operator | 10.11 |
| 99042 | - Carnival Equipment Repairer | 10.57 |
| 99043 | - Carnival Worker | 8.34 |
| 99050 | - Desk Clerk | 10.13 |
| 99095 | - Embalmer | 20.31 |
| 99300 | - Lifeguard | 10.75 |
| 99310 | - Mortician | 27.05 |
| 99350 | - Park Attendant (Aide) | 13.51 |
| 99400 | - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 10.00 |
| 99500 | - Recreation Specialist | 14.04 |
| 99510 | - Recycling Worker | 14.64 |
| 99610 | - Sales Clerk | 10.17 |
| 99620 | - School Crossing Guard (Crosswalk Attendant) | 10.99 |
| 99630 | - Sport Official | 10.75 |

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| 99658 - Survey Party Chief (Chief of Party) | 18.58 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.91 |
| 99660 - Surveying Aide | 10.60 |
| 99690 - Swimming Pool Operator | 13.99 |
| 99720 - Vending Machine Attendant | 12.20 |
| 99730 - Vending Machine Repairer | 13.99 |
| 99740 - Vending Machine Repairer Helper | 12.20 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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,
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you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

**** 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,
for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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