# **CONTRACT NAS1-00124**

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Section 17: Estimated cost and fixed fee for the options to extend the contract, p. 8;
- Attachment C: Schedule of Rates by Contract Year.

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and priviledged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.



# **Contract**

	dministration						
. DPAS		2. PPC	3. INITIA	TING OFFICE		4. PAGE	OF
DO	9-C9	GF		LaRC		1	32
. CONTRACT N	0.	6. EFFECTIVE DATE	7. PROCI	JREMENT REQUEST	r no	8. VENDO	R CODE
NAS1-00124	,	June 1, 2000	SGB.1	005		:	
. ISSUED BY	CODE		4	NISTERED BY	CODE		
NASA, Langley Research Center 9A Langley Boulevard Hampton, VA 23681-2199			National Aeronautics and Space Administratoin Langley Research Center Hampton, VA 23681-2199				
EMail: c.t.har	dy@larc.nasa.gov		Administrator:				
1. PAYMENT W	ILL BE MADE BY CODE		12. SUBMIT INOVICES TO CODE				
Financial Man NASA, Langle Hampton, VA	agement Division, M/s ey Research Center 23681-2199	S 175	NASA,	al Management D Langley Research on, VA 23681-219	n Center	S 175	
3. ACCOUNTIN	G AND APPROPRIATION	DATA			14. CONTI	RACT TYPE	
D/D 000	1005 7/0 45105	A 0 00107 TTT				+FF/FP-	
	1005, J/O: A5185 1021, J/O: A5215, J/O: M3777,		LETE LETE			MENTAL F See Para. :	3
	SECTION DES		PAGE	SECTION	N DESCRIPTION	N	PAGE
	CONTRACT COVER PAG	E	1	REPORTS OF WOR	RK		15-19
TABLE OF	FULL TEXT CLAUSES		2-12/15	ACCEPTANCE DAT	ATA PACKAGE		
CONTENTS	CLAUSES INCORPORAT	12-15	STATEMENT OF W	-WORK 1		19-32	
	QUALITY AND RELIABILITY REQUIREMENTS			Attachments A - C			
Contract Line	(Refer Item (CLIN) 2: Task	ort Services for Fun ey Research Center's ence Statement of V	s Externa Vork Para	ıl Affairs Program agraph 35)	Est. Cost Fixed Fee Maximur	e: <u>32,33</u>	3
TOTAL CON	TRACT VALUE (CL	INS 1 & 2):			:	\$1 <u>,188,1</u>	<u>63</u>
UNITED STATES OF	17. NAME AND TITLE OF PANICE H. CLARK		CER	ICY APRIL 16, 1993.			
AMERICA 17a. SIGNATURE				and the second second section of the second section is a second section of the second section of the second sec	17b. DAT	<b>E</b>	
		NTRACTOR - COMP					
CONTRACTOR NAME AND ADDRESS			DISCOUNT TERMS TOTAL AMOUNT OF CONTRACT				
Planners Collaborative Inc.			None \$1,188,163.00				
273 Summer St. Boston, MA 02210		NAME AND TITLE OF SIGNER					
DOSION, MA	<i>)</i> 221U		Edward	d Shoucair, Vice F	resident		
CONTRACT AD Edward Shou	MINISTRATOR (Name) cair	(Telephone) (617) 338-0018	SIGNAT	UNE 101 person author	orized to sign)	DATE 5/3/00	

## **FULL-TEXT CLAUSES**

## 1. SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Work Statement in Paragraph 35.

## 2. CONTRACT VALUE

a. Estimated Cost and Fixed Fee (Contract Line Item (CLIN) 1)

The estimated cost of this contract for CLIN 1 is \$730,830 exclusive of the fixed fee of \$32,333. The total of estimated cost and fixed fee is \$763,163..

b. Indefinite Delivery, Indefinite Quantity (IDIQ) (CLIN 2)

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16-501-2 and 16-505, CLIN 2 is defined as an indefinite quantity. The contract provides for an indefinite quantity, within stated limits, of services to be furnished during a fixed period, with performance to be scheduled by placing task orders with the Contractor. The total minimum and maximum dollar value of services to be acquired under this CLIN are set forth below:

<u>CLIN 2 Minimum:</u> The Government will issue fixed price Task Orders under this contract which provide for a minimum of \$1,000 for the one year period of performance and an additional \$1,000 for each of the four optional years exercised by the Government.

<u>CLIN 2 Maximum:</u> The Government issued fixed price Task Orders under this contract shall not exceed a maximum of \$425,000 for the one year period of performance and an additional \$425,000 for each of the four optional years exercised by the Government.

### CONTRACT FUNDING FOR CLINS 1 AND 2

#### FUNDING FOR CLIN NUMBER 1

- a. CONTRACT FUNDING (JUNE 1990)
- (1) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$338,115. This allotment is for CLIN I and covers the following estimated period of performance: Contract effective date through October 31, 2000.
  - (2) An additional amount of \$14,885 is obligated under this contract for payment of fee.

## FUNDING FOR FIXED PRICE TASK ORDERS - CLIN 2

- b. Task orders placed pursuant to CLIN 2 will be fixed priced and will be fully funded.
- 4. FINAL INSPECTION AND ACCEPTANCE (LARC 52.246-94) (OCT 1992)

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or his duly authorized representative at destination.

## 5. PLACE OF DELIVERY (LaRC 52.211-92) (OCT 1992)

Delivery shall be f.o.b. destination:

As specified in Task Orders (CLIN 2)

## 6. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be 12 months from the effective date of this contract.
- b. Pursuant to Clause 52.216-18 entitled "Ordering", task orders under CLIN 2 may be issued from contract award through two weeks prior to the end of the contract term.
- c. Any task order issued under CLIN 2 prior to the expiration of the period for issuance of task orders shall be completed, provided that the Contractor will not be required to perform any work beyond the total contract period of performance.

## 7. PLACES OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The places of performance shall be NASA, Langley Research Center, Hampton, Virginia, and other sites as may be designated by the Contracting Officer.

#### 8. ORAL PRESENTATIONS

The Contractor shall make oral presentations under this contract at NASA, Langley Research Center in conjunction with the submission of the Monthly Progress Reports (Reference Paragraph 34 entitled "Reporting Requirements, subparagraph d).

The specific dates of the presentations shall be mutually selected by the Contracting Officer and the Contractor. The presentations shall include a review of all work accomplished as set forth in the report.

## 9. SUBMISSION OF VOUCHERS

## a. Submission of Vouchers for Payment of CLIN 1

- (1) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is identified below. Public vouchers for payment of costs shall include a reference to the number of this contract.
- (2)(a) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

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

- (b) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.
  - (c) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (3) 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:
- (a) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Contractors cognizant DCAA office.

- (b) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
  - (i) Copy 1 NASA Contracting Officer;
  - (ii) Copy 2 Auditor;
  - (iii) Copy 3 Contractor;
  - (iv) Copy 4 Contract administration office; and
  - (v) Copy 5 Project management office.
  - (c) The Contracting Officer may designate other recipients as required.
- Public vouchers of payment of fee shall be prepared similarly to the procedures in paragraphs (2) or (3) of this clause, whichever is applicable, and be forwarded to:

NASA, Langley Research Center M/S 126 Contracting Officer Hampton, Virginia 23681-0001

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(5) 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.

### b. Submission of Vouchers for Payment of CLIN 2

Proper Invoices as determined by the clause entitled "Prompt Payment" shall be submitted to the designated payment office shown in Block 12 on Page one of this contract.

## 10. INVOICES AND PAYMENTS

- a. General—Invoices shall be addressed as shown in Block 12 on page 1 of this contract and shall be identified by the contract number.
  - b. Cost and fee invoices for CLIN 1 shall be submitted separately.
  - c. Cost—Payments of cost for CLIN 1 shall be made in monthly installments.
- d. Payments of fixed fee for CLIN 1 shall be made in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.
- e. Payment of a task order price for orders for less than \$100,000 placed under CLIN 2 will normally be made after delivery and acceptance of all deliverable items and completion of all task order requirements. However, the Contractor is entitled to payment for accepted partial deliveries of supplies or partial performance of services that comply with all applicable task order requirements and for which prices can be calculated from the task order terms. Progress payments may be authorized pursuant to FAR subpart 32.501-1 for orders over \$100,000 and a delivery schedule in excess of four months as set forth in paragraph f. below.

## f. Progress Payments for CLIN 2:

(1) Progress payments will be approved by the Contracting Officer in accordance with the contract FAR clause entitled, "Progress Payments." The payment request should be submitted using Standard Form 1443, Contractor's Request for Progress Payment, and include reference to this contract number and your Taxpayer Identification Number (TIN). The contractor should submit an original and three (3) copies to the address shown in Block 12 of Page 1.

(2) The Contractor shall provide a letter with each request for progress payment summarizing the work performed during the period for which payment is requested. The Contractor should report the number of hours performed on the total effort as well as cost incurred on subcontractor work. Additional reporting in accordance with FAR Clause 52.232-16 (g) may be necessary on individual payment requests. This will be determined on a case by case basis by the Contracting Officer.

## 11. CONTRACT CLOSEOUT (LaRC 52.242-90) (MAY 1999)

- a. Reassignment—After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout., James W. Cresawn. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 127, who may be reached by telephone at (757) 864-2500.
- b. "Quick Closeout"—Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.
- c. Completion Voucher Submittal—Notwithstanding the provisions of the Allowable Cost and Payment clause, as soon as practicable after settlement of the Contractor's indirect cost rates applicable to performance of the contract, the Contractor shall submit a Completion Voucher as required by the aforesaid clause. The Completion Voucher shall be supported by a cumulative claim and reconciliation statement and executed NASA Forms 778, Contractor's Release, and 780, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts. Unless directed otherwise by the Contracting Officer for Contract Closeout, the Contractor shall forward the said Completion Voucher directly to the cognizant Government Agency to which audit functions under the contract have been delegated.

# 12. <u>OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES</u> (LaRC 52.211-104) (MAY 1999)

- a. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley or other local installation safety, health, environmental and security regulations.
- b. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

# 13. <u>LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES</u> (NFS 1852.245-77) (JUL 1997)

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

- a. Office space, work area space, and utilities. Government telephones are available for official purposes only.
- b. General- and special-purpose equipment, including facsimile and copier machines and related supplies as required in the performance of the SOW and office furniture.
- (1) Equipment to be made available is listed in Attachment B. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
- (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
- (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
  - c. Safety and fire protection for Contractor personnel and facilities.
- d. Installation service facilities: Technical Library, Media Services (Reproduction, Video, Graphics, Photo Lab), Shipping and Receiving and Janitorial.
- e. Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
  - f. Cafeteria privileges for Contractor employees during normal operating hours.
  - g. Building maintenance for facilities occupied by Contractor personnel.
- h. Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- i. The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

## 14. PROVIDING FACILITIES TO CONTRACTORS (Larc 52.245-90) (AUG 1997)

- a. In accordance with FAR 45.302-1, it is policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Facilities" 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 material, special test equipment, special tooling or agency-peculiar property.
- b. In keeping with the policy set forth in FAR 45.302-1, the Government will not provide NEW "facilities," except as provided for in the Statement of Work.
- c. However, the Government will provide EXISTING facilities as listed in Attachment B. Any of these existing facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be replaced by the Contractor, if the facilities are still needed for contract performance.

The Government will maintain automatic data processing (ADP) equipment that is furnished as Government-furnished property as noted on Attachment B. The Government will also maintain software loaded on this ADP equipment. It is anticipated that the maintenance of these items will be taken over by the ODIN Contractor approximately November 2000. The ODIN Contractor will determine when the Government-furnished ADP equipment/software have met their "useful life" or when they are "beyond economical repair". At that time the

Contractor shall replace the items, assuring that all equipment/software is compatible with Langley's ADP equipment/ software, if they are still needed for contract performance and provide for their maintenance. There shall be no break in service due to the replacement of the items. It is noted that the NASA ODIN Contract has a provision that allows a NASA Contractor to contract directly with them for ADP hardware and maintenance provided that an ODIN Government Contracting Officer has specifically authorized such an order in writing. NASA will furnish all specialized software (i.e. graphics) including the upgrades required for contract performance.

d. Notwithstanding the "Allowable Cost and Payment" clause of this contract, cost of facilities are not an allowable cost except when charged to this contract in accordance with your approved accounting system.

## 15. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

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

### THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage (per hour)
Conference Coordinator (Clerk)	10.97
Projectionist (Visual Information)	
Administrative Assistant	10.97
FRINGE BENEFITS	
Annual Leave	- Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.
Sick Leave	- Receives 13 days paid leave per year.
<u>Holidays</u>	- Receives 10 paid holidays per year.
Health Insurance	- Government pays up to 60% of health insurance.
Group Life Insurance	- Government pays two-thirds of life insurance rate premiums.
Retirement	- The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.4% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan.

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

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

## 16. OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

towards Medicare.

- (a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

#### 17. OPTIONS

Priced Options/Extended Term

Pursuant to the Paragraph 16 clause entitled "Option to Extend the Term of the Contract (NOV 1999)," the Contractor hereby grants to the Government options to extend the term of the contract for four additional periods of twelve months each. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

<u>CLIN</u>	First Option <u>Period</u>	Second Option Period	Third Option <u>Period</u>	Fourth Option <u>Period</u>
1	Est. Cost:	Est. Cost:	Est. Cost:	Est. Cost:
	TOTAL: \$723,925	TOTAL: \$745,953	TOTAL: 770,774	TOTAL: 796,437
2	\$425,000	\$425,000	\$425,000	\$425,000
TOTAL 1 & 2	\$ 1,148,925	\$ 1,170,953	\$ 1,195,774	\$ 1,221,437

#### 18. RESERVED

# 19. <u>SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS</u> (LaRC 52.204-91) (AUG 1997)

Prior to reporting to Langley Research Center (LaRC) to perform under a contract or grant, each Foreign National shall have approval for access to LaRC facilities from Office of Space Science and Aeronautics (Code IS). A copy of the access authorization request shall be provided to the LaRC Chief of Security. Additionally, an investigation by the Government shall be completed on each Foreign National contractor prior to reporting to LaRC to perform under a contract or grant. A properly executed "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card shall be submitted to the LaRC Security Office, Mail Stop 450, for each Foreign National contractor at least 75 days prior to the estimated entry on duty date. The NF 531 and fingerprint card may be obtained from the LaRC Security Office. If the access approval is obtained from NASA Headquarters prior to completion of the investigation, and the Contracting Officer requires a Foreign National to work on LaRC, an escort request may be considered by the LaRC Chief of Security.

## 20. <u>UNESCORTED ACCESS BY CONTRACTOR EMPLOYEES</u>

Background investigations are required for Contractor employees to have unescorted access to the Langley Research Center. All Contractor employees must, as a minimum, have a favorably adjudicated National Agency Check (NAC). The NAC is not required if the Contractor can certify that an employee has a Confidential or higher security clearance or a favorably adjudicated current investigation. When it is necessary for an employee to perform work prior to completion of the NAC, the employee may be escorted while at the site by an individual who has a favorable NAC or a higher level of investigation favorably adjudicated, or a Confidential or higher level security clearance or as otherwise approved by the LaRC Security Officer.

### 21. WORK SCHEDULE--ON-SITE ONLY

In order that the necessary and proper inspection of the Contractor's work may be effectively accomplished, and to assure the availability of required Government interface, the Contractor shall schedule work performance hereunder so as to be compatible with the established workweek and hours of work observed by the Government organization having cognizance over the work being performed, which is 8:00 a.m. to 4:30 p.m., with core hours between 9:00 a.m. and 3:00 p.m., Monday through Friday. However, there will be some occasions when personnel may be required to adjust their work shifts to conform to special requirements

## 22. VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying nonapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, <a href="Taxes">Taxes</a>. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the—Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

## NOTE: Paragraphs 23 through 26 apply to CLIN 2

## 23. ORDERING (FAR 52.216-18) (OCT 1995)

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through two weeks prior to the completion date of the contract.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## 24. ORDER LIMITATIONS (FAR 52.216-19) (Oct 1995)

- a. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - b. Maximum order. The Contractor is not obligated to honor--
    - (1) Any order for a single item in excess of \$300,000;
    - (2) Any order for a combination of items in excess of \$300,000; or
- (3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- c. Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## 25. INDEFINITE QUANTITY (FAR 52.216-22) (Oct 1995)

- a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date.

## 26. TASK ORDERING PROCEDURE (NASA FAR SUPPLEMENT 1852-216-80) (OCT 1996)

- a. Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- b. Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- c. Within (as stated on individual orders) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- d. After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- e. The Contractor shall provide acknowledgment of receipt to the Contracting Officer within five calendar days after receipt of the task order.
- f. If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
  - g. The Contracting Officer may amend tasks in the same manner in which they were issued.
- h. In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- 27. AVAILABILITY OF NASA MANAGEMENT INSTRUCTIONS (NMIs), NASA POLICY
  DIRECTIVES (NPDs), NASA PROCEDURES AND GUIDELINES (NPGs), NASA HANDBOOKS
  (NHBs), AND LANGLEY POLICY GUIDELINES (LPGs)

The NMIs, NPDs and NPGs and NHBs as referenced in the SOW are available by accessing the following site: <a href="http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/contents.html">http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/contents.html</a>. The LPGs referenced in the SOW are available by accessing <a href="http://ldms.larc.nasa.gov/directives.html">http://ldms.larc.nasa.gov/directives.html</a>.

### 28. SCHEDULE OF RATES

The schedule of rates included in this contract as Attachment "C" shall be used, when required by the Government, as a basis for establishing the estimated price of individual Task Orders together with any "Other Direct Costs" associated with the specific requirements of the order. Profit will be determined in accordance with the "Profit on Task Orders" clause of this contract.

#### 29. PROFIT ON TASK ORDERS

Individual Firm Fixed Prices will be negotiated as a result of proposals submitted for each task order. A fair and reasonable profit may also be negotiated using the NASA Structured Profit approach described in the NASA FAR Supplement 1815.404-470. Proposed profit on each order will be negotiable; however, a reasonable profit may be accepted without discussions. The profit rate accepted or negotiated for the initial requirement under any specific Task Order will be the maximum rate applied to all change or modification actions involving work not previously specified in the Task Order. Orders shall be completed for the price, inclusive of profit, unless changed by the Contracting Officer.

# 30. CONTRACT ADJUSTMENTS ASSOCIATED WITH CHANGES IN WORKLOAD QUANITITES – ADVANCED AGREEMENT (APPLICABLE TO STATEMENT OF WORK (CLIN 1)

a. At any time during the contract term, the estimated workload quantities stated in the SOW for CLIN 1 are subject to variations. If workload quantities increase or decrease more than 10% from those quantities set forth in the SOW, negotiations for an equitable adjustment may be initiated. Within 20 business days after the end of each twelve-month period, the Contractor shall submit to the Contracting Officer a comparison of workload quantities that deviate plus or minus 10% from those quantities identified with the associated cost impact, if any. Along with this comparison, the Contractor can present evidence and request consideration for additional available

fixed fee provided that the increase in workload was experienced at no fault of the Contractor. The ratio of the fixed fee adjustment to the cost adjustment for the increase in workload must be equal to or less than the ratio of the fixed fee to the estimated cost in the basic contract.

- b. Conversely, the Contracting Officer may make a downward adjustment in the available fixed fee (equal to the ratio for the fixed fee pool to the estimated cost in the contract) when the net actual cost associated a decrease of more than 10% below the workload quantities identified in the SOW is experienced. At the Contracting Officer's discretion, an adjustment may include consideration of efficiencies in the Contractor's performance, including productivity improvements.
- c. Adjustment to the contract price shall be made annually and only for that portion of any increase or decrease in the total workload which exceeds 10%.

# 31. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE

The Representations, Certifications, and Other Statements of Offerors or Quoters, dated \_\_\_\_\_\_, as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

## 32. 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.arnet.gov/far/

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

# a.. The following clauses are applicable to both the cost reimbursable portion (CLIN Item 1) and the fixed price task orders, (CLIN 2) issued under this contract

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (Oct 1995)
<b>52.203-3</b>	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
	(Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided or Recycled Paper (Jun 1996)
52,209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended,
	or Proposed for Debarment (Jul 1995)
52.211-5	Material Requirements (Oct 1997)
52.211-15	Defense Priority and Allocation Requirements (Sep 1990)
52.215-2	Audit and Records – Negotiation (Jun 1999)
52,215-8	Order of Precedence (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data—Modifications (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)

52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data –
52.217.0	Modifications (Oct 1997)
52.217-8	Option to Extend Services (Nov 1999) (Insert "thirty days prior to the contract expiration date")
52.219-6	Notice of Total Small Business Set-Aside (Jul 1996) Utilization of Small Business Concerns (Jun 1999)
52.219-8 52.219-14	Limitations on Subcontracting (Dec 1996)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-1	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 1995)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.222-41	Service Contract Act of 1965, As Amended (May 1989)
52.223-2	Clean Air and Water (Apr 1984)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-free Workplace (Jan 1997)
52,223-14	Toxic Chemical Release Reporting (Oct 1996)
52.225-3	Buy American Act – Supplies (Jan 1994)
52.225-11	Restrictions on Certain Foreign Purchases (Aug 1998)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-14	Rights in Data – General (Jun 1987) – As Modified by NASA FAR Supplement 1852.227-14
52.232 <b>-</b> 9	Limitation on Withholding Payments (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jun 1997) [Insert 30 <sup>th</sup> day in subparagraph (b)(2)]
52,232-34	Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)
	Insert "no later than 15 days prior to submission of the first request for payment" in paragraph (b)
52 222 1	(1).
52.233-1	Disputes (Dec 1998) – Alternate I (Dec 1991)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) Continuity of Services (Jan 1991)
52.237-3 52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-13	Bankruptcy (Jul 1995)
52.242-13	Competition in Subcontracting (Dec 1996)
52.246-23	Limitation of Liability (Feb 1997)
52.246-25	Limitation of Liability, Services (Feb 1997)
52.248-1	Value Engineering (Nov 1999)
52.253-1	Computer Generated Forms (Jan 1991)
	NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES
1852.208-81	Restrictions on Printing and Duplicating (Aug 1993)
1852.215-84	Ombudsman (Oct 1996)
	LaRC: Belinda Adams, direct inquires to Sandra S. Ray, (757) 864-2428
	NASA: Administrator for Procurement, Tom Leudtke, (202) 358-2090
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.219-76	NASA 8 Percent Goal (Jul 1997)
1852.223-70	Safety and Health (Mar 1997)
1852.228-75	Minimum Insurance Coverage (Oct 1988)
1852.237-70	Emergency Evacuation Procedures (Dec 1988)

1852.242-72	Observance of Legal Holidays (Aug 1992)—Alternate I (Sep 1989) And Alternate II (Sept 1989)
1852.243-71	Shared Savings (Mar 1997)
1852.245-71	Installation-Accountable Government Property (Jun 1998) [Insert: User responsibility in
	accordance with NASA Handbook 4200.1E entitled "Equipment Management Manual]

# b. The following clauses are applicable only to the cost reimbursement portions of this contract (excludes fixed price tasks under the IDIQ item)

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.216-7	Allowable Cost and Payment (Apr 1998)
52.216-8	Fixed Fee (Mar 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) (INSERT "NONE" IN PARAGRAPH (A))
52.228-7	Insurance – Liability to Third Persons (Mar 1996)
52.232-22	Limitation of Funds (Apr 1984)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for an Unallowable Cost (Oct 1995)
52.242-4	Certification of Final Indirect Cost (Jan 1997)
52.242-15	Stop-Work Order (Aug 1989)—Alternate I (Apr 1984)
52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alternate II (Apr 1984)
52.244-2	Subcontracts (Aug 1998) – Alternate I (Aug 1998)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan
	1986)
52.246-3	Inspection of Supplies—Cost-Reimbursement (Apr 1984)
52.246-5	Inspection of Services—Cost-Reimbursement (Apr 1984)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)

# NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.216-75	Payment of Fixed Fee (Dec 1988)
1852.216-89	Assignment and Release Forms (Jul 1997)
1852.242-73	NASA Contractor Financial Management Reporting (Jul 1997)

# c. The following clauses are applicable to only the fixed price IDIQ task orders issued under this contract.

# FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (May 1989)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
52,229-3	Federal, State and Local Taxes (Jan 1991)
52.229-5	Taxes – Contracts Performed in U.S. Possessions or Puerto Rico APR 1984)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (May 1997)
52.232-16	Progress Payments (Jul 1991)—Alternate I (Aug 1987)
52.233-3	Protest After Award (Aug 1996)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1	Changes – Fixed-Price (Aug 1987) – As Modified by NASA FAR Supplement 18-43.205 –
	Alternate II (Apr 1984) (Insert "60 days" in lieu of "30 days" in paragraph (c))
52.246-2	Inspection of Supplies—Fixed Price (Aug 1996)
52,246-4	Inspection of Services – Fixed-Price (Aug 1996)
52.246-16	Responsibility for Supplies – (Apr. 1984)
52.249-4	Termination for Convenience of the Government (Services) (Apr 1984)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)

## NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.232-82 Submission for Requests for Progress Payments (March 1989)

## 33. PROTECTION OF INFORMATION

- a. It is anticipated that in performance of this contract, the Contractor may:
- (1) Have access to or be furnished with information and data relating to NASA's plans, programs, technical requirements, and budgetary matters, and such other information the disclosure of which would be adverse to the interest of the Government.
- (2) Have access to or be furnished with information and data which are proprietary, business confidential, financial, or otherwise sensitive and acquired from other private organizations the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the other parties;
- (3) Prepare reports, information, and data relating to the information and data described in a. (1) and (2) above, the disclosure of which would be adverse to the interest of the Government or other parties.
  - b. Therefore, in the performance of this contract, the Contractor agrees to:
- (1) Appropriately identify information and data falling with the categories of a.(1), (2) and (3) above, and not disclose such information to anyone, other than those Contractor personnel performing directly under this contract, without the written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public; or without the written consent of the other organization that is the source of the data;
- (2) Apply this clause to any information and data identified by NASA as falling within the categories of a.(1), (2) and/or (3) above; and
- (3) Abide by the conditions of restrictive use markings or legends contained on any information and data falling with the categories of a.(1), (2) or (3) above.

### 34. REPORTING REQUIREMENTS

- a. Financial Management Reports (applicable to CLIN 1)—The Contractor shall comply with the clause of this contract entitled "NASA Contractor Financial Management Reporting" by monthly submission of NASA Form 533M. The form shall be prepared and submitted in accordance with the instructions set forth on the reverse side of the form and NPG 9501.2C, NASA Contractor Financial Management Reporting as further definitized below.
- (1) Due not later than the 10<sup>th</sup> operating day following the close of the Contractor's accounting period being reported.
  - (2) Columns 7.b. and d. shall be completed using the time-phased financial baseline plan.
- (3) Columns 8.a. and b. shall be completed using estimates (forecasts) for the succeeding two months.
  - (4) Minimum reporting categories:

<u>Labor Hours</u> <u>Costs</u>

Direct Labor Direct

Direct Labor
Direct Overtime
Subtotal Direct
Indirect Labor
Management
Direct
Overtime
Subtotal Direct
Overhead
Indirect:

Administrative Support Total Hours

Management Administrative Support Payroll Additives/Taxes Fringe Benefits Other Total Overhead Overhead Rate ODC's Subcontracts FCCOM Total G&A G&A Rate **Total Cost** Fixed Fee Total Cost + Fixed Fee

- (5) Each 533M shall include a narrative explanation for variances exceeding 10 percent between planned hours and dollars and actual hours and dollars for each reporting category.
  - (6) Conference fees shall be noted below the last line of the 533 and be itemized.
- b. Quarterly Financial Management Report (Applicable to CLIN 1) —The Contractor shall submit a quarterly financial report detailed by categories specified in A.4 above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form. The initial 533Q shall be submitted within 10 days after award of the contract.
- c. Safety and Health Plan—Within 30 calendar days after the effective date of the contract, the Contractor shall submit a detailed safety and health plan showing how the Contractor intends to protect the life, health, and well being of NASA and Contractor employees as well as property and equipment. This plan, as approved by the Contracting Officer, should contain, as a minimum the following:
- (1) Points of Contact and Responsibility—Organizational flow chart and description of responsibilities of each employee in your organization for safety.
- (2) Employee Safety Training, Certification and Programs—Detailed information on type of training required, parties responsible for certification, and outline of applicable regulations. Detail company programs which emphasize personal safety and motivate employees to be safety conscious.
- (3) LaRC Safety Policies/Procedures—Recognition of applicable LaRC safety policies and procedures such as LAPG 1710.10, Safety Clearance Procedures (Lockout/Tagout).
- (4) Accident Investigation and Reporting--Procedures for investigating and reporting accidents/incidents including immediate notification to the NASA LaRC Safety Manager of all injuries and damage to equipment or facilities.

# Procedures For Responding To Larc Notices Of Safety Violations

- (5) Hazardous Operations—
  - (a) Description of hazardous operations involved in contract performance.
  - (b) Plans for apprising employees of all hazards to which they may be exposed.

- (c) Proper conditions and precautions for safe use and exposure to hazardous operations. Include recognition of LAPG 1710.12, Potentially Hazardous Materials.
- (d) People with Disabilities—In accordance with the Americans with Disabilities Act, the plans should specify that prior to assigning a person with disabilities to this contract, the Contractor shall contact the Disability Program Manager at (757) 864-7718.
- (e) Other Safety Considerations—Any other safety considerations unique to your operation.
- d. Monthly Progress Report—The Contractor shall submit a monthly progress report summarizing work in progress and forecasting future work. The coverage for each project shall be no longer than one page. This report shall be submitted at time of the oral presentations as set forth in Paragraph 8.
- e. Quarterly Progress Report—The Contractor shall submit a Quarterly Progress Report summarizing work progress and trends, manpower utilization for assigned work orders, material expenditures, and successful and unsuccessful work order accomplishments with backup explanations. This report shall include how the Contractor performed in relation to the metrics set for the in the Statement of Work. This report shall be submitted within 10 days following September 30, December 31, March 31 and June 30.
- f. Annual Report The Contractor shall submit a report by October 10th of each year. The report shall include summary highlights and statistics to support contract metrics, such as but not limited to the number of exhibits built and updated or replicated; the number of traveling exhibits and audience impacted; the number of public inquiry requests and documents distributed; the number of speakers bureau requests filled and audience impacted; the number of press releases, fact sheets, publications written; the number of special events supported and stakeholders impacted.
- g. Quarterly Accident/Injury Report—The Contractor shall submit a Quarterly Accident/Injury Report within 10 days after the end of each quarter.
- h. Conformable Wage Rate Agreement—Within 15 days after the effective date of the contract, the Contractor shall submit a report confirming conformable wage rate agreement as this subject is addressed in the Section I clause entitled "Service Contract Act of 1965," for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not listed in Attachment A.
- i. Collective Bargaining Agreements—The Contractor shall provide the Contracting Officer with copies of any collective bargaining agreements, and amendments thereto, which arise during the course of the contract and which apply to Contractor employees assigned to the contract.
  - j. Documentation for Transferring Property to the Government

In accordance with the Installation-Provided Government Property clause of this contract, accountability for that property which is acquired for the Government under this contract shall be passed to the Government using the following procedure:

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

- k. Federal Contractor Veterans Employment Report—In compliance with FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.
- l. Evidence of Insurance—The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228-75 entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. In the event the Government exercises its options to extend the term of the contract, the Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under the extension.
- m. Virginia and Local Sales Taxes—In accordance with LaRC Clause 52.229-92, you are required to submit a copy of the letter sent to the Virginia Tax Commission and a copy of the subsequent response.

## n. Reports Distribution

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

National Aeronautics and Space Administration Langley Research Center Attn: \_\_\_\_\_\_, Mail Stop \_\_\_\_\_ Contract NAS1-

Hampton, VA 23681-2199

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

A-Contract Specialist, Mail Stop 126

B-Contracting Officer Technical Representative, Mail Stop 154

C—Cost Accounting, Mail Stop 135

D-Safety Manager, Mail Stop 429

E-Industry Relations Office, Mail Stop 144

F-Programs and Resources Division, Mail Stop 104

G—Industrial Property Office, Mail Stop 377

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

DOCUMENT	LETTER CODE AND DISTRIBUTION
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-2, C-2, F-1
Safety and Health Plan	A-1, B-1, D-1
Monthly/Quarterly Progress Report	A-1, B-3
Annual Report	A-1, B-3
Quarterly Accident/Injury Report	A-1, B-1, D-1

Conformable Wage Rate Agreement	A-1, B-1, E-1
Collective Bargaining Agreement	A-1, B-1, E-1
Requisition and Invoice/Shipping Document (DD Form 1149)	G-1
Skill Mix and Wage Report	A-1
Federal Contractor Veterans Employment Report (VETS-100)	E-1
Virginia and Local Sales Tax Correspondence	A-1

When the Contract Administrator (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Administrator. The Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

## 35. STATEMENT OF WORK

## a. General Requirements

(1) The Contractor shall furnish labor, materials, equipment (other than those specified to be furnished by the Government) and management necessary to support functions essential to NASA Langley Research Center's (LaRC) External Affairs Program as indicated in CLIN 1 and 2 as follows:

#### CLIN I

- (a) Respond to inquiries received through the Freedom of Information Act (FOIA) and operate a Public Inquiry Center. Research FOIA requests for information; draft official responses for LaRC's FOIA Officer's review; track requests and make available electronically those most frequently requested. Prepare official responses to requests for NASA information from the general public, educators and industry; prepare electronic and written outreach materials; maintain an inventory of available materials; store and distribute these items.
- (b) Operate a Communications component. Prepare written and photographic materials for media and selected internal and external communications programs: write and provide illustrations for news releases, feature articles, brochures, fact sheets, histories; consult with Center individuals to develop video, audiotape, computerized animation and graphical illustrations; prepare, maintain and post information to electronic bulletin boards. Produce the Center's bi-weekly newsletter: interview Center personnel; write, edit, provide photography, produce layout and prepare camera-ready mechanicals or electronic files for transmission to the printer.
- (c) Implement an Outreach/Special Events component. Provide administrative support to include mailing invitations, scheduling staff, preparing informational materials for internal events such as tours, open houses, recognition events and receptions and for external events such as national conferences and aerospace events, state fairs, educational programs, community events; provide speakers for community and educational events, meetings and programs.
- (d) **Maintain an Exhibits Program**. Provide exhibits development: propose topics and exhibit concepts; design, fabricate and install exhibits; maintain exhibits in good working order. Maintain the Traveling Exhibits Program: respond to requests for NASA exhibits; schedule and ship exhibits to outreach venues; provide personnel to staff exhibits as needed.

(e) Administer a Center Conference support component. Provide logistical and general services to plan and conduct classified and unclassified conferences, symposia, peer reviews, workshops and meetings; identify maintenance needs to ensure good working order of conference facilities. Provide projection services for on-site and selected off-site conferences and related events.

## CLIN 2

Administer a Task Order component to include service for additional efforts to the Center at large. Provide additional exhibit design, fabrication, installation and maintenance; provide administrative support for Center and off-site conferences and events for sponsoring organizations; provide professional writing and editing services for NASA Headquarters and LaRC program offices.

b. Specific Requirements

CLIN 1

## (1) Response to Inquiries

NASA encourages the distribution of information about its activities in an efficient and cost effective manner consistent with the applicable provisions of the National Aeronautics and Space Act of 1958, as amended, 42 USC 2451 et.seq. and the Freedom of Information Act (NMI 1382.2).

- (a) Freedom of Information Act (FOIA) Inquiries. The Contractor shall respond to FOIA requests as outlined in Title 14, Code of Federal Regulations, Part 1206, "Availability of Agency Records to Members of the Public," available at <a href="http://www.hq.nasa.gov/office/pao/FOIA/fedreg.html">http://www.hq.nasa.gov/office/pao/FOIA/fedreg.html</a> and as specified in LAPG 1300.2: Release of Information and Other Agency Records to the Public Through FOIA. This shall include:
- (1) Logging incoming queries, screening out employee-related or sensitive (i.e. having potential political ramifications or media interest) requests, researching remaining issues, drafting and assembling official responses to both general and specific requests for information
  - (2) Contacting requesters to clarify questions
  - (3) Contacting responsible NASA Langley offices for requested

information

- (4) Scanning and posting documents to make those most frequently requested available electronically via the Internet at http://foia.larc.nasa.gov
  - (5) Tracking queries to provide statistics and interpreting metrics

#### Estimated One-Year Workload Quantity:

Process 200 FOIA inquiries

## Metrics:

- \*Log in all FOIA requests within 2 working days of receipt
- \*Submit error-free draft of official response to FOIA officer within 6 working days of receipt of request
- \*Captures facts accurately in the draft response and provides succinct analysis needing little or no rework
- \*Update FOIA log daily and maintains it error-free
- \*Update on-line contract files monthly
- \*Report via monthly Contractor Status Review FOIA activities carried out in accordance with NMI 1382.2 and LAPG 1300.2, providing statistics requested above.

(b) Public Inquiry Center. The Contractor shall operate the Langley Public Inquiry Center (PIC). This shall include: (1) Receiving queries (i.e. letter, telephone, fax, e-mail and walk-in visits) from the general public, educators and educational institutions, industry representatives and LaRC civil service and contractor employees **(2)** Researching issues to prepare and assemble official responses in accordance with NPD 1490.1E NASA Printing, Duplicating, Copier, Forms and Mail Management Maintaining the list of volunteer foreign language translators for (3) translation of requests and responses as needed **(4)** Acquiring and storing NASA informational materials (5) Organizing, cataloguing and maintaining an up-to-date electronic listing of materials including publications, slides, videos and lithographs (6)Proposing, researching and drafting new materials with which to respond to frequently requested subjects Coordinating the printing of documents in accordance with NPG 1490.5A NASA Procedural Guidance for Printing, Duplicating and Copying Management (8)Providing external distribution of informational materials (9) Distributing new publications and materials to appropriate Center personnel (10)Proposing materials for special events; ordering and shipping items for off-site events and assembling packages for participants

Acting as a liaison to and furnishing materials to Regional Educator

Resource Centers and other NASA PICs

(12)Providing administrative support to include communicating with schools and community groups, coordinating volunteers and preparing reports for outreach programs, such as National Engineers Week and Speakers Bureau

(13)Writing articles for publications such as the Researcher News or information for fact sheets, bookmarks, lithographs and Agency publications

## Estimated One-Year Workload Quantity:

- Respond to 5,000 requests, 90 percent of which will be routine responses to frequently asked auestions.
- Distribute 500,000 documents in answer to above inquiries

### Metrics:

\*Respond to routine requests within 5 working days of receipt

\*Compose customized responses and responds within 10 working days of receipt

\*Report via monthly Contractor Status Review PIC activities carried out in accordance with NPD 1490.1E and NPG 1490.5A, providing statistics requested above.

## (2) Communications

NASA encourages the distribution of information about its activities in an efficient and cost effective manner consistent with the applicable provisions of the National Aeronautics and Space Act of 1958, as amended, 42 USC 2451 et.seq.

- (a) <u>Writing/Research</u>. The Contractor shall research, prepare and distribute informational materials to support the LaRC External Affairs Program, supporting the goals of the Offices of Public Affairs and Public Services. This shall include:
- (1) Producing written materials presenting technical topics to a non-technical, general-interest audience in accordance with format and content rules as established by the Associated Press Style manual. Written materials shall take a variety of formats including:
  - 1. news releases on technical and general topics
  - 2. feature articles
  - tour scripts
  - 4. fact sheets
  - 5. brochures
  - 6. photo captions
  - 7. video scripts
  - 8. exhibit scripts
- (2) Responding to news media inquiries and other aerospace queries by arranging interviews with LaRC personnel and providing requested media products in accordance with NPD 1383.1, NASA Assistance to Non-Government, Entertainment-Oriented Motion Picture, TV, Video and Multi-Media Productions/Enterprises and Advertising
- (3) Researching content and writing text for video news releases, consulting with Center personnel on the production and availability of video b-roll, photography, animation, and graphic illustrations to provide support to television remote live shots in accordance with NMI 1383.1, Approval, Production, Distribution and Management of Audiovisual Products & Services
- (4) Preparing, maintaining, updating and posting LaRC information to electronic bulletin boards, including the Internet, Agency web sites and community bulletin boards
- (5) Maintaining and updating public affairs and public services text and photo files, posting same to Internet via the World Wide Web
- (6) Updating and maintaining fax and e-mail news media and VIP distribution lists

# Estimated One-Year Workload Quantity:

- Write or support 75 press releases
- Make news media call-outs supporting 50 topics
- Support 12 video productions with scripting and/or editing
- Support 12 TV campaigns, contacting top 40 media outlets
- Convert 15 fact sheets to web format

### Metrics

- \*Produce written materials that meet deadlines, are error-free, grammatically correct, and conform to Associated Press style
- \*Produce broadcast news media products that conform to the standards set in NMI 1383.1.
- \*Report via monthly Contractor Status Review PAO/PSO activities carried out in accordance with NPD 1383.1 and NMI 1383.1, providing statistics requested above.
- (b) <u>Photojournalism</u>. The Contractor shall prepare photographic material to support the LaRC External Affairs Program. This shall include:
- (1) Providing formal and candid photographs of Center personnel and visitors as well as documentary photographs of LaRC research in accordance with NMI 1383.1, Approval, Production, Distribution and Management of Audiovisual Products & Services
  - (2) Researching and writing photo captions that document visual images
- (3) Initiating and/or responding to NASA and media requirements for publication-quality photography for national release in accordance with NPD 1383.1, NASA Assistance-to Non-Government, Entertainment-Oriented Motion Picture, TV, Video and Multi-Media Productions/Enterprises and Advertising
  - (4) Selecting and captioning images from established files for national

release

- (5) Identifying photography for publication
- (6) Selecting photographs to be entered into the archival system and reproduced on LISAR enabling easy access to NASA images by media and stakeholders

### **Estimated One-Year Workload Quantity:**

Produce and place 75 quality photographs

#### Metrics:

- \*Produce 1 photograph per month that is published in an external newspaper, national aerospace magazine, or by a wire service
- \*Report via monthly Contractor Status Review photojournalistic activities carried out in accordance with NMI 1381.1 and NPD 1381.1, providing statistics requested above.
- (c) <u>Center Newspaper</u>. The Contractor shall prepare written and photographic material to support publication of the Center's newspaper, the *Researcher News*. The *Researcher News* shall be published twenty-five (25) times per year on a biweekly schedule. This shall include the following:
- (1) Writing, covering, assigning and/or soliciting news and feature articles in accordance with NPD 1383.1, NASA Assistance to Non-Government, Entertainment-Oriented Motion Picture, TV, Video and Multi-Media Productions/Enterprises and Advertising
- (2) Identifying articles of interest varying from LaRC technical research to human interest stories
  - (3) Conducting research and interviews needed to write articles
- (4) Editing news and feature articles, Headquarters news releases and other submissions using Associated Press style guidelines

(5) Obtaining and/or taking photographs to support selected articles in accordance with NMI 1383.1, Approval, Production, Distribution and Management of Audiovisual Products & Services

(6) Scanning, cropping, sizing and placing photographs and graphics, writing, laying out, editing and preparing camera-ready mechanicals or electronic files on disk via Quark Express or other Government-required software for transmission to the printer

(7) Formatting selected *Researcher News* articles for distribution as fact

#### sheets or brochures

- (8) Maintaining Researcher News archives of back issues
- (9) Updating Researcher News distribution lists
- (10) Participating in newspaper redesign efforts
- (11) Conducting readership surveys every other year.

### Estimated One-Year Workload Quantity:

Produce 25 camera-ready issues

#### Metrics:

- \*Produce 25 error-free editions of the *Researcher News*, conforming to established standards of research, writing, and design/layout as noted in the Associated Press Style Manual
- \*Produce an annual report by October 10<sup>th</sup> of each year recommending any changes in content, format, design or method of distribution
- \*Report via monthly Contractor Status Review *Researcher News* activities carried out in accordance with NMI 1383.1 and NPD 1383.1, providing statistics requested above as well as plans for upcoming issues.

## (3) Special Events

The Contractor shall provide administrative and logistical support for Center special events managed by the Office of External Affairs. These events include NASA and LaRC open houses, facility openings/closings and recognition events as well as off-site state fairs, air shows, industry, educational and community events. Generally these events are held 99 percent of the time in the continental United States. This shall include:

- (a) Researching, preparing, maintaining and updating databases for mailings, guest lists and event registration
  - (b) Arranging lodging and transportation
- (c) Serving as hosts/hostesses at events by handing out programs, directing audience to seats, serving refreshments
  - (d) Scheduling staffing and transportation for outreach events
  - (e) Proposing and packaging informational materials and arranging for shipment
  - (f) Documenting events and compiling photo albums; preparing letters of thanks to

event participants

- (g) Supporting Center's Sigma Series Lecture program by preparing letters of invitation, thank you letters, providing honorariums and delivering Government provided official mementos. The Sigma Series is a free science and technology lecture program for the public sponsored by Langley Research Center, the Daily Press and the Virginia Air and Space Center
  - (h) Supporting the Center's Colloquium Program by preparing official mementos
- (i) Responding to external requests for LaRC speakers and supplying materials to augment the presentation; preparing/updating Speakers Bureau brochures
- (j) Interviewing technical personnel and writing articles for internal and external distribution in accordance with the Associated Press Style manual
- (k) Preparing and posting information to the Internet; updating Office of External Affairs homepages, making recommendations to Center homepages

### Estimated One-Year Workload Quantity:

- Support 5 special events
- Coordinate or support 6 special projects
- Support 12 Sigma Series Lectures
- Coordinate 6 mass mailings
- Place 150 speakers for outreach events

## Metrics:

- \*Ensure OEA VIP mailing lists are current and available at short notice
- \*Respond to requests for speakers within 5 working days of inquiry
- \*Produce publicity materials such as event descriptions and follow-up materials such as thank-you notes and documentary photo books that meet deadline and are error free
- \*Report via monthly Contractor Status Review special events activities providing statistics requested above.

#### (4) Exhibits

NASA encourages the distribution of information about its activities in an efficient and cost effective manner consistent with the applicable provisions of the National Aeronautics and Space Act of 1958, as amended, (5 U.S.C.)

- (a) <u>Exhibits Development and Maintenance</u>. The Contractor shall maintain an exhibits program in accordance with NPD 1387.1E, NASA Exhibits Program and NPG 1382.1, NASA Exhibit Program Guidelines. This shall include:
- (1) Recommending cost-effective exhibit ideas, concepts and venues that showcase NASA and LaRC research, programs and projects for industry and general public audiences
  - (2) Conceptualizing, designing, fabricating and installing exhibits
- (3) Developing exhibit specifications for review by LaRC Office of External Affairs ensuring clarity of the NASA message, appropriateness of visuals, ease of installation and safety of viewers
- (4) Tracking fabrication of exhibits to ensure preparation in accordance with NHB 1430.2, Exhibit Design Guidelines Panelview Exhibit System and NASA Insignia Standards (http://www.hq.nasa.gov/pao/insignia/text/) and LAPG 2220.5, Langley Standards and General Guidelines for Producing Visual Products

- (5) Developing operating procedures for exhibit maintenance, repair, refurbishment or excessing inventory in accordance with NPG 4200.1E, NASA Equipment Management Manual and LAPG 4200.1, Equipment Management Program.
- (6) Installing exhibits to include providing for cranes, forklifts or other specialized equipment when required
  - (7) Ensuring exhibits are in good working order; making minor repairs as

needed

(8) Setting up and tearing down exhibits at temporary outreach venues;

staffing exhibits as needed

(9) Supporting outreach venues nationwide and possibly abroad, but generally concentrated on the East Coast

## Estimated One-Year Workload Quantity:

- Build, update or replicate 10 exhibits
- Support 20 aerospace shows/events, at least 50 percent of which will be recurring events

#### Metrics:

- \*Ensure that LaRC exhibits are consistent with established NASA Graphics standards as detailed in NHB 1403.2 and LAPG 2220.5.
- \*Ensure that at least 90 percent of LaRC exhibits reflect current NASA and LaRC missions
- \*Ensure that exhibits are delivered within deadline and budget allocated
- \*Report via monthly Contractor Status Review exhibits development activities in accordance with NPD 1387.1E and NPG 1387.1, providing statistics requested above.
- (b) <u>Traveling Exhibits Program.</u> The Contractor shall operate and maintain a Traveling Exhibits Program in accordance with NPD 1387.1E, NASA Exhibits Program. This shall include:
- (1) Placing exhibits at the request of NASA Headquarters, other NASA Centers, the Virginia Air and Space Center, other museums, and other government, school and community venues in accordance with LAPG 4200.5, Property Loan Agreement
- (2) Scheduling and shipping portable exhibits to NASA and LaRC outreach venues in accordance with NPG 1387.1, NASA Exhibits Program Guidelines
- (3) Coordinating the loan of moon rocks in accordance with NMI 1387.2E, Use. Control and Disposition of Lunar Materials for Public And Educational Purposes
- (4) Maintaining exhibits in good working order by scheduling repair and refurbishment of items; making minor repairs as needed
- (5) Coordinating shipping of exhibits to outreach venues. Approximately eighty percent of exhibit loans require arranging for shipping.
- (6) Setting up and tearing down exhibits at selected sites; staffing exhibits as needed. Approximately twenty percent of exhibit loans require the setting up, tearing down and/or staffing.

- (7) Recommending excessing of exhibit items in accordance with NPG 4200.1E, NASA Equipment Management Manual and LAPG 4200.1, Equipment Management Program
- (8) Maintaining and updating LaRC's electronic Traveling Exhibits Catalog located at <a href="http://oea.larc.nasa.gov/Exhibits/index.html">http://oea.larc.nasa.gov/Exhibits/index.html</a>
- (9) Recommending ideas and concepts for new exhibits showcasing NASA and LaRC research topics
  - (10) Writing exhibit scripts and fact sheets as well as articles for internal

and external distribution

(11) Supporting outreach venues nationwide, but generally in LaRC's 5-state region that includes Virginia, West Virginia, Kentucky, North Carolina and South Carolina.

## Estimated One-Year Workload Quantity:

- Coordinate exhibit loans at 35 traveling exhibit sites, the majority of which are in LaRC's five state region noted above
- Coordinate 65 NASA, Langley Research Center employee loans
- Process 2 lunar sample loans

#### Metrics:

- \*Update electronic Traveling Exhibits catalog monthly
- \*Follow up on all loan agreements in accordance with LAPG 4200.5.
- \*Survey requesters of traveling exhibits, receiving positive feedback from at least 90 percent of those polled
- \*Report via monthly Contractor Status Review on traveling exhibit activities in accordance with NMI 1387.1E, NPG 1387.1 and NMI 1387.2E, providing statistics requested above.

## (5) Conferences

- (a) <u>Conference Management.</u> The Contractor shall staff and oversee LaRC's conference facilities, providing administrative, logistical and general conference support services to plan and conduct conferences, symposia, colloquia, peer reviews, workshops, seminars, classes, receptions, banquets and meetings both classified and unclassified on and off-site. Conference facilities include the LaRC Reid Conference Center, Building 1222; the Pearl Young Theater, Building 1202; the Executive Conference Center, Building 1218; and Building 1212, Room 200. Services shall include:
- (1) Providing consultation and guidance to Center employees regarding on and off-site conferences, workshops and seminars in accordance with LAPG 2220.1, Planning and Documenting a Technical Conference
- (2) Planning, budgeting and handling of conference funds through a conference account managed by the Contractor
  - (3) Advising the conference chair on how to set registration fees
- (4) Maintaining up-to-date files on area conference facilities, such as Radisson, Holiday Inn, Marriott hotels and conference centers
  - (5) Signing contracts with hotels and restaurants for conference services

conference information packets	(6)	Advising the conference chair on invitations, calls for papers and
	(7)	Coordinating conference displays
	(8)	Coordinating conference registration
and screening of technical papers	(9)	Advising conference chair on the collection of abstracts and the review
	(10)	Providing logistical services to support facility arrangements
	(11)	Arranging transportation and lodging
	(12)	Coordinating hosts /hostesses, security, photographic support
	(13)	Furnishing conference equipment
registration fees	(14)	Arranging for meals and/or refreshments as needed and as funded by
registration rees		
	(15)	Providing audio-visual and teleconferencing support
	(16)	Providing foreign language interpreters on an as-needed basis
Office of Public Services	(17)	Coordinating tour programs for conference attendees through the
materials	(18)	Advising conference chair on the distribution of post-conference
repairs as needed	(19)	Ensuring good working order of conference facilities; making minor
Langley Activities Association fu	(20) nctions, o	Ensuring equitable use of conference facilities for official functions and lays, nights and weekends.

Estimated One-Year Workload Quantity (includes estimates for subparagraphs b. and c. below:

- Support 1,400 events, including 900 meetings of less than one day; 150 one to three-day events; 350 weeklong events
- Support 12 on-site conferences
- Support 10 off-site conferences
- Coordinate 10 special events
- Support 2 Saturday events

## Metrics:

- \*Survey hosts and 10 percent of attendees for main conferences receiving positive feedback on 95 percent of conference events
- \*Ensure conference facilities and conference equipment are in good working order at least 95 percent of the time
- \*Report via monthly Contractor Status Review on conference activities held in accordance with LAPG 2220.1, providing the statistics requested above.

Conference Support. The Contractor shall support all official NASA, Langley sponsored conferences, meetings, and symposia, scheduled in the LaRC conference facilities and selected events held off-site in accordance with LAPG 2220.1, Planning and Documenting a Technical Conference. This shall include: (1) Scheduling LaRC conference facilities (2) Making conference arrangements, including setting up tables and chairs; providing telephones, office supplies, audiovisual aids; and setting out refreshments funded by conference registration Handling conference registration including sign-in procedures, security (3) clearances and conference funds when requested by conference chair Ensuring good working order of conference facilities; making minor **(4)** repairs as needed (5) Displaying posters, directional guides and other informational materials Maintaining electronic schedules of events for conference facilities (6) Posting information to marquees in three locations daily at LaRC (7) Locking and unlocking conference facilities and turning on/off the security system in the Pearl Young Theater Maintaining records/files on seating capacity, safety and sanitation regulations, provisions for refreshments for each conference facility and compile statistical data on the use of the facilities. Metrics: \*Ensure that conference services are provided as agreed upon as indicated by positive feedback on 95 percent of conference events \*Post information on marguees in 3 Center locations in a timely fashion \*Report via monthly Contractor Status Review on conference activities held in accordance with LAPG 2220.1, providing the statistics requested above. Projection Support. The Contractor shall support audiovisual needs for conferences, meetings, and symposia scheduled in the LaRC conference facilities and selected events held off-site in accordance with LAPG 2220.1, Planning and Documenting a Technical Conference. This shall include: Setting up and operating projection equipment, such as video recorders, (1) cassette recorders, video monitors and receivers, computers, screens, video projectors, cameras and audio equipment (2) Coordinating with Center personnel regarding their audiovisual needs for presentations Preparing a weekly calendar of projected equipment needs (3)

Maintaining records of equipment in LaRC's conference facilities and

**(4)** 

arranging for equipment repair

(5) Ensuring good working order of audiovisual equipment; making minor repairs as needed

(6) Ensuring that equipment repair or purchase needs are reported in a timely fashion

(7) Serving as an information source for audiovisual requirements and equipment

## Metrics:

- \*Assist Director, Deputy Director, Colloquium speakers with audiovisual equipment throughout presentation
- \*Familiarize all speakers with audiovisual equipment use prior to presentation
- \*Keep audiovisual equipment in good working order at least 95 percent of the time
- \*Report via monthly Contractor Status Review on projection activities in support of on and off-site conferences, providing statistics requested above.

## CLIN<sub>2</sub>

#### Task Orders

The Contractor shall provide additional services to the Center at large on an as-needed and as-funded basis by means of task orders. These services shall include support for the following types of activities:

- (1) <u>Exhibits Development</u>. The Contractor shall design, fabricate and install exhibits for Center organizations. This shall include:
- (a) Providing concepts that showcase NASA and LaRC research, programs and projects for national decision maker, strategic partner and general public audiences and designing, fabricating and installing exhibits
- (b) Developing exhibit specifications for review by LaRC Office of External Affairs ensuring clarity of the NASA message, appropriateness of visuals, ease of installation and safety of viewers
- (c) Ensuring preparation of exhibits in accordance with NHB 1430.2, Exhibit Design Guidelines Panelview Exhibit System and NASA Insignia Standards (http://www.hq.nasa.gov/pao/insignia/text/) and LAPG 2220.5, Langley Standards and General Guidelines for Producing Visual Products
- (d) Installing exhibits to include making provisions for cranes, forklifts or other specialized equipment when required
- (e) Shipping, setting-upand tearing down exhibits at temporary outreach venues: staffing exhibits as needed

## Metrics:

- \*Ensure that LaRC exhibits are consistent with established NASA Graphics standards as detailed in NHB 1403.2 and LAPG 2220.5.
- \*Ensure exhibit messages reflect current NASA and LaRC missions
- \*Ensure that exhibits are delivered within deadline and budget allocated
- \*Track exhibit development and reports via monthly Contractor Status Review status of exhibit tasks.

accordance with LAPG 2220.1, Planning and Documenting a Technical Conference. This shall include: Providing consultation and guidance to conference chairpersons. (a) Advising conference chair on how to set registration fees (b) (c) Signing contracts with hotels and restaurants for conference services Developing and mailing invitations, calls for papers and conference information (d) packets Coordinating conference registration (e) Coordinating collection of abstracts and the review and screening of technical (f) papers Providing logistical services to support facility arrangements (g) (h) Arranging transportation and lodging Arranging for meals and/or refreshments as needed and as funded by (i) registration fees Providing interpreters on an as-needed basis (j) (k) Distributing post-conference materials

colloquia, peer reviews, workshops, seminars and meetings on-Center and off-site for Center organizations in

Conference Support. The Contractor shall plan and implement conferences, symposia,

## Metrics:

**(2)** 

\*Ensure that conference components meet deadline and budget criteria

(3) <u>Writing/Research.</u> The Contractor shall research, write and/or edit informational materials to support NASA Headquarters and LaRC program and project offices. This shall include:

Presenting technical topics to a non-technical, general-interest audience in accordance with format and content rules as established by the Government Style manual. Written materials shall include:

- 1. feature articles
- 2. histories
- 3. fact sheets
- 4. brochures
- 5. scripts

## Metrics:

\*Ensure technical accuracy of written products

\*Produce written materials that meet deadline, are error-free, grammatically correct and conform to standards outlined in the Government Style Manual

<sup>\*</sup>Survey hosts and 10 percent of conference attendees receiving positive feedback on 95 percent of conference events

<sup>\*</sup>Report via monthly Contractor Status Review on conference activities held in accordance with LAPG 2220.1, providing the statistics requested above.

\*Tracks writing assignments and reports via monthly Contractor Status Review on task order status

## 36. HANDLING OF CONFERENCE FUNDS

The Statement of Work, paragraph 35, CLIN 1, paragraph (5) Conferences, requires the planning, budgeting, and handling of conference funds through a conference account managed by the Contractor. These conference funds shall be used solely and exclusively to cover conference costs, including but not limited to speakers and supplies, and shall be maintained separately from funds added to the basic contract for funding purposes. Under no circumstances should these conference funds (non-appropriated) be intermingled with contract funding (appropriated). The contractor shall pay all invoices associated with conference costs, with a primary objective being to collect only enough costs to cover actual costs incurred. Any excess funds that remain after payment of all invoices shall remain in the conference account up to a maximum of \$5000. Excess funds shall be considered the property of the NASA Langley Exchange and shall be distributed annually. The conference funds shall be subject to quarterly audit by the Government.

## ATTACHMENT A **WAGE DETERMINATION**

## **WAGE DETERMINATION**

94-2544 VA, NORFOLK

06/08/99

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT

| EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION

Washington, D.C. 20210

Wage Determination No.: 94-2544

Revision No.: 18

Division of

Wage Determinations | Date of Last Revision: 06/03/1999

State): North Carolina, Virginia

Areas: North Carolina COUNTIES OF Camden, Chowan, Currituck, Gates,

Pasquotank, Perquimans

Virginia COUNTIES OF Gloucester, Isle of Wight, James City, Mathews, Southampton, Surry, York, Chesapeake, Hampton, Newport News, Norfolk

Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

### OCCUPATION CODE AND TITLE

#### MINIMUM HOURLY WAGE

## Administrative Support and Clerical Occupations:

01011 Accounting Clerk I 01012 Accounting Clerk II	\$ 7.76 \$ 9.80
01013 Accounting Clerk III	\$ 12.19
01014 Accounting Clerk IV	\$ 13.23
01030 Court Reporter	\$ 12.43
01050 Dispatcher, Motor Vehicle	\$ 10.61
01060 Document Preparation Clerk	\$ 9.38
01070 Messenger (Courier)	\$ 7.62
01090 Duplicating Machine Operator	\$ 9.38
01110 Film/Tape Librarian	\$ 9.28
01115 General Clerk I	\$ 7.51
01116 General Clerk II	\$ 9.24
01117 General Clerk III	\$ 11.49
01118 General Clerk IV	\$ 12.84
01120 Housing Referral Assistant	\$ 13.25
01131 Key Entry Operator I	\$ 8.82
01132 Key Entry Operator II	\$ 11.10
01191 Order Clerk I	\$ 8.50
01192 Order Clerk II	\$ 11.12
01261 Personnel Assistant (Employment) I	\$ 9.49
01262 Personnel Assistant (Employment) II	\$ 10.97

<sup>\*\*</sup> Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing \*\*

01263 Personnel Assistant (Employment) III 01264 Personnel Assistant (Employment) IV 01270 Production Control Clerk 01290 Rental Clerk 01300 Scheduler, Maintenance 01311 Secretary I 01312 Secretary II 01313 Secretary III 01314 Secretary IV 01315 Secretary V 01320 Service Order Dispatcher 01341 Stenographer I 01342 Stenographer II 01400 Supply Technician 01420 Survey Worker (Interviewer) 01460 Switchboard Operator-Receptionist	\$ 11.58 \$ 13.27 \$ 13.78 \$ 9.97 \$ 9.97 \$ 9.97 \$ 11.60 \$ 13.25 \$ 15.53 \$ 16.30 \$ 10.67 \$ 10.10 \$ 11.34 \$ 13.23 \$ 10.80 \$ 8.08
01510 Test Examiner 01520 Test Proctor 01531 Travel Clerk I 01532 Travel Clerk II 01533 Travel Clerk III 01611 Word Processor I 01612 Word Processor III	\$ 11.60 \$ 11.60 \$ 7.57 \$ 8.08 \$ 8.62 \$ 10.00 \$ 11.27 \$ 12.62
Automatic Data Processing Occupations:  03010 Computer Data Librarian 03041 Computer Operator I 03042 Computer Operator II 03043 Computer Operator IV 03044 Computer Operator IV 03045 Computer Operator V 03071 Computer Programmer I I/ 03072 Computer Programmer III I/ 03073 Computer Programmer IV I/ 03101 Computer Systems Analyst I I/ 03102 Computer Systems Analyst II I/ 03103 Computer Systems Analyst III I/ 03160 Peripheral Equipment Operator	\$ 8.26 \$ 9.25 \$ 10.70 \$ 13.25 \$ 15.34 \$ 16.31 \$ 15.39 \$ 17.42 \$ 20.76 \$ 24.75 \$ 19.38 \$ 22.32 \$ 27.48 \$ 9.50
05005 Automobile Body Repairer, Fiberglass 05010 Automotive Glass Installer 05040 Automotive Worker 05070 Electrician, Automotive 05100 Mobile Equipment Servicer 05130 Motor Equipment Metal Mechanic 05160 Motor Equipment Metal Worker 05190 Motor Vehicle Mechanic 05220 Motor Vehicle Mechanic Helper 05250 Motor Vehicle Upholstery Worker 05280 Motor Vehicle Wrecker	\$ 16.22 \$ 14.79 \$ 14.79 \$ 15.49 \$ 13.37 \$ 16.22 \$ 14.79 \$ 16.22 \$ 12.61 \$ 14.07 \$ 14.79

05310 Painter, Automotive	\$ 15.49
05340 Radiator Repair Specialist	\$ 14.07
05370 Tire Repairer	\$ 13.37
05400 Transmission Repair Specialist	\$ 16.22
Food Preparation and Service Occupations:	
07010 Baker	\$ 8.68
07041 Cook I	\$ 7.85
07042 Cook II	\$ 8.68
07070 Dishwasher	\$ 6.96
07100 Food Service Worker (Cafeteria Worker)	\$ 6.30
07130 Meat Cutter	\$ 9.85
07250 Waiter/Waitress	\$ 6.58
Furniture Maintenance and Repair Occupations:	
09010 Electrostatic Spray Painter	\$ 17.81
09040 Furniture Handler	\$ 12.89
09070 Furniture Refinisher	\$ 15.49
09100 Furniture Refinisher Helper	\$ 12.61
09110 Furniture Repairer, Minor	\$ 14.07
09130 Upholsterer	\$ 15.49
General Service and Support Occupations:	
11030 Cleaner, Vehicles	\$ 6.96
11060 Elevator Operator	\$ 6.05
11090 Gardener	\$ 8.91
11121 Housekeeping Aide I	\$ 6.70
11122 Housekeeping Aide II	\$ 7.46
11150 Janitor	\$ 6.96
11210 Laborer, Grounds Maintenance	\$ 7.57
11240 Maid or Houseman	\$ 6.24
11270 Pest Controller	\$ 8.25
11300 Refuse Collector	\$ 6.96
11330 Tractor Operator	\$ 8.49
11360 Window Cleaner	\$ 7.57
Health Occupations:	
12020 Dental Assistant	\$ 10.26
12040 Emergency Medical Technician/Paramedic Ambulance Drive	r \$ 10.26
12071 Licensed Practical Nurse I	\$ 9.40
12072 Licensed Practical Nurse II	\$ 10.55
12073 Licensed Practical Nurse III	\$ 11.80
12100 Medical Assistant	\$ 9.46
12130 Medical Laboratory Technician	\$ 10.11
12160 Medical Record Clerk	\$ 10.13
12190 Medical Record Technician	\$ 12.71
12221 Nursing Assistant I	\$ 6.66
12222 Nursing Assistant II	\$ 7.49
12223 Nursing Assistant III	\$ 8.17
12224 Nursing Assistant IV	\$ 9.17
12250 Pharmacy Technician	\$ 11.44
12280 Phlebotomist	\$ 10.55

12311 Registered Nurse I 12312 Registered Nurse II 12313 Registered Nurse II, Specialist 12314 Registered Nurse III 12315 Registered Nurse III, Anesthetist 12316 Registered Nurse IV	\$ 14.62 \$ 17.88 \$ 17.88 \$ 21.64 \$ 25.93
Information and Arts Occupations:	
13002 Audiovisual Librarian 13011 Exhibits Specialist I 13012 Exhibits Specialist II 13013 Exhibits Specialist III 13041 Illustrator I 13042 Illustrator II 13043 Illustrator III 13047 Librarian 13050 Library Technician 13071 Photographer I 13072 Photographer II 13073 Photographer III 13074 Photographer IV 13075 Photographer V	\$ 13.75 \$ 15.02 \$ 18.25 \$ 20.27 \$ 15.02 \$ 18.25 \$ 20.27 \$ 15.81 \$ 11.02 \$ 11.33 \$ 15.02 \$ 18.25 \$ 20.27 \$ 24.53
Laundry, Drycleaning, Pressing and Related Occups:	
15010 Assembler 15030 Counter Attendant 15040 Dry Cleaner 15070 Finisher, Flatwork, Machine 15090 Presser, Hand	\$ 5.83 \$ 5.83 \$ 7.18 \$ 5.83 \$ 5.83
15100 Presser, Machine, Drycleaning 15130 Presser, Machine, Shirts 15160 Presser, Machine, Wearing Apparel, Laundry 15190 Sewing Machine Operator 15220 Tailor 15250 Washer, Machine	\$ 5.83 \$ 5.83 \$ 5.83 \$ 7.66 \$ 8.13 \$ 6.28
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom) 19040 Tool and Die Maker	\$ 15.49 \$ 17.84
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator 21020 Material Coordinator 21030 Material Expediter 21040 Material Handling Laborer 21050 Order Filler 21071 Forklift Operator 21080 Production Line Worker (Food Processing) 21100 Shipping/Receiving Clerk 21130 Shipping Packer 21140 Store Worker I	\$ 13.37 \$ 14.02 \$ 14.02 \$ 8.56 \$ 8.46 \$ 10.36 \$ 10.54 \$ 10.18 \$ 10.18

21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.51
21130 Stock Clerk (Shen Stocker, Store Worker II) 21210 Tools and Parts Attendant	\$ 10.51 \$ 12.54
21400 Warehouse Specialist	\$ 12.07
21400 Waterlouse Specialist	\$ 12.07
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 17.75
23040 Aircraft Mechanic Helper	\$ 13.80
23050 Aircraft Quality Control Inspector	\$ 18.53
23060 Aircraft Servicer	\$ 15.39
23070 Aircraft Worker	\$ 16.18
23100 Appliance Mechanic	\$ 15.49
23120 Bicycle Repairer	\$ 13.37
23125 Cable Splicer	\$ 16.22
23130 Carpenter, Maintenance	\$ 15.49
23140 Carpet Layer	\$ 17.01
23160 Electrician, Maintenance	\$ 16.22
23181 Electronics Technician, Maintenance I	\$ 14.09
23182 Electronics Technician, Maintenance II	\$ 14.41
23183 Electronics Technician, Maintenance III	\$ 15.44
23260 Fabric Worker	\$ 14.07
23290 Fire Alarm System Mechanic	\$ 16.22
23310 Fire Extinguisher Repairer	\$ 13.37
23340 Fuel Distribution System Mechanic	\$ 16.22
23370 General Maintenance Worker	\$ 14.79
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.22
23430 Heavy Equipment Mechanic	\$ 16.22
23440 Heavy Equipment Operator	\$ 16.22
23460 Instrument Mechanic	\$ 16.22
23470 Laborer	\$ 9.68
23500 Locksmith	\$ 15.49
23530 Machinery Maintenance Mechanic 23550 Machinist, Maintenance	\$ 16.18
	\$ 16.22 \$ 12.61
23580 Maintenance Trades Helper 23640 Millwright	\$ 12.01 \$ 18.65
23700 Office Appliance Repairer	\$ 15.49
23740 Painter, Aircraft	\$ 15.49 \$ 15.49
23740 Painter, Aircraft 23760 Painter, Maintenance	\$ 15.49 \$ 15.49
23790 Pipefitter, Maintenance	\$ 16.22
23770 1 iperitter, ivanite anice	\$ 10.22
23800 Plumber, Maintenance	\$ 15.49
23820 Pneudraulic Systems Mechanic	\$ 16.22
23850 Rigger	\$ 16.22
23870 Scale Mechanic	\$ 14.79
23890 Sheet-Metal Worker, Maintenance	\$ 16.22
23910 Small Engine Mechanic	\$ 14.79
23930 Telecommunications Mechanic I	\$ 16.22
23931 Telecommunications Mechanic II	\$ 19.48
23950 Telephone Lineman	\$ 16.22
23960 Welder, Combination, Maintenance	\$ 16.22
23965 Well Driller	\$ 16.22
23970 Woodcraft Worker	\$ 16.22
23980 Woodworker	\$ 13.37

Personal Needs Occupations:

24570 Child Care Attendant 24580 Child Care Center Clerk 24600 Chore Aide 24630 Homemaker	\$ 6.34 \$ 9.10 \$ 5.92 \$ 9.58
Plant and System Operation Occupations:	
25010 Boiler Tender 25040 Sewage Plant Operator 25070 Stationary Engineer 25190 Ventilation Equipment Tender 25210 Water Treatment Plant Operator	\$ 16.22 \$ 17.21 \$ 16.22 \$ 12.61 \$ 17.21
Protective Service Occupations:	
27004 Alarm Monitor 27006 Corrections Officer 27010 Court Security Officer 27040 Detention Officer 27070 Firefighter 27101 Guard I 27102 Guard II 27130 Police Officer	\$ 8.29 \$ 11.91 \$ 11.91 \$ 13.19 \$ 6.93 \$ 8.29 \$ 14.25
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer 28020 Hatch Tender 28030 Line Handler 28040 Stevedore I 28050 Stevedore II Technical Occupations:	\$ 14.18 \$ 12.33 \$ 12.33 \$ 13.57 \$ 14.90
29010 Air Traffic Control Specialist, Center 2/ 29011 Air Traffic Control Specialist, Station 2/ 29012 Air Traffic Control Specialist, Terminal 2/ 29023 Archeological Technician I 29024 Archeological Technician II 29025 Archeological Technician III 29030 Cartographic Technician 29035 Computer Based Training (CBT) Specialist/Instructor 29040 Civil Engineering Technician 29061 Drafter I 29062 Drafter II 29063 Drafter III 29064 Drafter IV	\$ 24.90 \$ 17.17 \$ 18.91 \$ 11.43 \$ 12.85 \$ 15.87 \$ 20.26 \$ 18.25 \$ 10.07 \$ 11.33 \$ 14.24 \$ 17.30
29081 Engineering Technician I 29082 Engineering Technician II 29083 Engineering Technician III 29084 Engineering Technician IV 29085 Engineering Technician V 29086 Engineering Technician VI 29090 Environmental Technician 29100 Flight Simulator/Instructor (Pilot)	\$ 12.06 \$ 12.90 \$ 15.89 \$ 19.25 \$ 22.48 \$ 27.78 \$ 15.87 \$ 23.32

29150 Graphic Artist	\$ 17.62
29160 Instructor	\$ 17.52
29210 Laboratory Technician	\$ 11.86
29240 Mathematical Technician	\$ 15.87
29361 Paralegal/Legal Assistant I	\$ 10.80
29362 Paralegal/Legal Assistant II	\$ 10.80
29363 Paralegal/Legal Assistant III	\$ 15.12 \$ 16.05
29364 Paralegal/Legal Assistant IV	\$ 10.03
29390 Photooptics Technician	\$ 19.42
29480 Technical Writer	
	\$ 15.02
29491 Unexploded Ordnance Technician I	\$ 15.82
29492 Unexploded Ordnance Technician II 29493 Unexploded Ordnance Technician III	\$ 19.15
29494 Unexploded Safety Escort	\$ 22.95 \$ 15.82
29495 Unexploded Sweep Personnel	
29620 Weather Observer, Senior 3/	\$ 15.82 \$ 14.72
·	\$ 14.72
29621 Weather Observer, Combined Upper Air & Surface Programs 29622 Weather Observer, Upper Air 3/	
29622 Weather Observer, Opper Air 37	\$ 13.60
Transportation/Mobile Equipment Operation Occups:	
Transportation Proofic Equipment Operation Occups.	
31030 Bus Driver	\$ 9.42
31260 Parking and Lot Attendant	\$ 6.98
31290 Shuttle Bus Driver	\$ 9.01
31300 Taxi Driver	\$ 8.50
31361 Truckdriver, Light Truck	\$ 9.01
31362 Truckdriver, Medium Truck	\$ 9.42
31363 Truckdriver, Heavy Truck	\$ 11.18
31364 Truckdriver, Tractor-Trailer	\$ 11.18
Miscellaneous Occupations:	
00000 4 1 1 0 1 1	<b>.</b>
99020 Animal Caretaker	\$ 7.00
99030 Cashier	\$ 6.23
99041 Carnival Equipment Operator	\$ 8.49
99042 Carnival Equipment Repairer	\$ 8.91
99043 Carnival Worker	\$ 6.05
99050 Desk Clerk	\$ 7.00
99095 Embalmer	\$ 17.63
99300 Lifeguard	\$ 6.16
99310 Mortician	\$ 17.63
99350 Park Attendant (Aide)	\$ 7.74
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 6.91
99500 Recreation Specialist	\$ 13.04
99510 Recycling Worker	\$ 8.52
99610 Sales Clerk	\$ 6.16
99620 School Crossing Guard (Crosswalk Attendant)	<b>\$</b> 6.96
99630 Sports Official	\$ 6.16
99658 Survey Party Chief (Chief of Party)	\$ 9.49
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.) \$	
99660 Surveying Aide	\$ 5.92
99690 Swimming Pool Operator	\$ 8.68
99720 Vending Machine Attendant	\$ 8.52
99730 Vending Machine Repairer	\$ 9.98
99740 Vending Machine Repairer Helper	\$ 8.52

\*\* Fringe Benefits Required For All Occupations Included In This Wage Determination \*\*

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years; 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 predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: 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)

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

## \*\* 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 \$4.25 per week (or \$.85 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 \*\*

Source of Occupational Titles 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 Second Supplement, dated August 1995, 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
  - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
  - 6) The contractor informs the affected employees.

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

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

ATTACHMENT B
LIST OF INSTALLATION-ACCOUNTABLE
PROPERTY

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	ACQ DOCUMENT ACQ DATE	BLDG ROOM	COST
0020449	CAMERA, STILL PICTURE BRONICA CO LTD	3123250 6X7FORMAT	L 82262C 90/09/28	1299T 500	1,198.
0529889 183684	CAMERA, STILL PICTURE BRONICA CO LTD	5118989 ETR MODIFIED6X4	L 92383A 79/06/01	1299T 500	1,798.
0668985	CAMERA ASAHI OPTICAL CO LTD	4078701. 1541	MISC 91/07/23	1299T 500	1,000.
1613207	LENS, 300MM CANON CAMERA CO, INC	29917 EF300M	L 9807 99/08/06	1299T 500	4,252.
1613127	LENS, 17-35MM CANON CAMERA CO, INC	52851 EE17-35MM	L 9807 99/07/30	1299T 500	1,346.
1613130	LENS, 70-200MM CANON CAMERA CO, INC	088525 EF70-200 <b>nm</b>	L 9807 99/07/30	1299T 500	1,303.
1613129	CAMERA BODY CANON CAMERA CO, INC	267096 EOSIN	L 9807 99/07/30	1299T 500	1,199.
1613128	CAMERA BODY CANON CAMERA CO, INC	267101 EOS1N	L 9807 99/07/30	1299T 500	1,199.
1883570	COMPUTER APPLE COMPUTER CO.	SG9202QCGHZ G-3	99/06/24	1299T 500	1,624.
1611544	SCANNER, LIGHT GENERATING NIKON INC	244052 LS1000	B ZCRD9783 97/10/07	1299T 500	1,850.
1874937	DISPLAY UNIT POWER COMPUTING CORP	7050911 GDM20F03	NAS 1 97101 97/10/09	1299T 500	1,353.
1877155	PRINTER, ADP HEWLETT-PACKARD CO	USCB083295 C3982A	B ZCRD0783 98/05/05	1299T 500	.668

		·		3	8
E C N NEW OLD	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	ACQ DOCUMENT ACQ DATE	BLDG ROOM	COST
1874919	COMPUTER, MICRO POWER COMPUTING CORP	1490386 POWER CENTER PR	NAS 1 97101 97/10/09	1149 225	2,099.
1263491	DISPLAY UNIT SONY CORP	7101000 GMD20E01	NAS 1 20005 94/08/29	1149 225	1,787
1430763	PRINTER, ADP HEWLETT-PACKARD CO.	JPFF005950 C3142A	L 4619 96/08/30	1149 232	2,829.
1875955	COMPUTER, MICRO POWER COMPUTING CORP	1432204 POWER CENTER PRO	B AC1242   98/01/22	1149 232	2,209.
1257123	DISPLAY UNIT SONY CORP	2005295-9 2075RO	L 34022D	1149	2,166.
1264328	DISPLAY UNIT APPLE COMPUTER INC	S44351AX1XY M1823	NAS 1 20006 94/10/06	1153 112	1,866.
1428469	COMPUTER, MICRO APPLE COMPUTER CORP	FC54629V47T M3979	B ACB2251 96/03/25	1153 112	1,579.
1259568	PRINTER, ADP APPLE COMPUTER CORP	BG3500ZP1A8 M2008	L 44100D 94/02/03	1153 112	1,411.
1430993	DISPLAY UNIT SONY CORP	SO1-2125846E CPD17SF2	NAS 1 20005 96/08/08	1153 114	.008
0143620	DISPLAY UNIT APPLE COMPUTER INC	5010223 M0401	L 26235C 87/09/30 .	1222 125	754.
1256931	COMPUTER, MICRO APPLE COMPUTER INC	XB328DWACC8 M1206	L 36454D 93/08/02	1222 125	4,279.
0846145	DISPLAY UNIT APPLE COMPUTER INC	5193845 M0401	L 57153C 89/06/26	1222 100	659.
1256933	COMPUTER, MICRO APPLE COMPUTER INC	XB328CYDCC8 M1206	L 36454D 93/08/02	1222 100	4,279.
1432378	COMPUTER, MICRO APPLE COMPUTER INC	FC60286155F M3979	B ACB2252 96/10/01	1222 100 <b>A</b>	1,322.

E C N	DESCRIPTION MANUFACTURER	SERIAL NO MODEL NO	ACQ DOCUMENT ACQ DATE	BLDG ROOM	COST
1432379	DISPLAY UNIT APPLE COMPUTER INC	CY5505FV5X5 M4436	B ACB2252	1222 100 <b>A</b>	736.
1089492	PRINTER, ADP APPLE COMPUTER INC	CA127U2K M6000	L 8559D 92/01/28	1222 100 <b>A</b>	3,175.
1264327	DISPLAY UNIT APPLE COMPUTER INC	S44350CS1XY M1823	NAS 1 20006 94/10/06	1153 211	1,866.
1882771	COMPUTER, MICRO APPLE COMPUTER INC	XB9330AMGJ6 M5183	L 70099D 99/09/15	1153 211	1,751.
1431325	COMPUTER, MICRO POWER COMPUTING CORP	1297369 604/132	NAS 1 20497 96/08/29	1153 214	3,079.
1431327	DISPLAY UNIT SONY CORP	7113461 CPD20SF2	NAS 1 20497 96/08/29	1153 214	1,768.
1431781	SCANNER, COMPUTER EPSON AMERICA INC	2REX005056 G550A	L 4438 96/09/24	1153 214	934
1741285	COMPUTER, MICRO APPLE COMPUTER INC	XB7020HL8LY M3979	NAS 1 20004 97/02/06	1219 301	2,400.
1878640	DISPLAY UNIT APPLE COMPUTER INC	SG8230QUWB9J M2935	NAS 1 20004 98/08/12	1219 301	716.
G077412	PRINTER, ADP APPLE COMPUTER INC	CA021LUU M6000	L 80710C 90/08/31	1153 201	3,836.
1430990	COMPUTER, MICRO POWER COMPUTING CORP	00001705 604/120/LP	NAS 1 20005 96/08/08	1153 211	2,099.
1430991	DISPLAY UNIT SONY CORP	2125853 CPD17SF2	NAS 1 20005 96/08/08	1153 211	800.
1430988	COMPUTER, MICRO POWER COMPUTING CORP	1293509 604/120/LP	NAS 1 20005 96/08/08	1153 115	2,099.

COST	800.	2,876.	3,396.	3,079.	1,768.
BLDG	1153	1153	1153	1153	1153
ROOM	115	115	211	211	211
ACQ DOCUMENT	NAS 1 20005	L 4438	41707C	NAS 1 20497	NAS 1 20497
ACQ DATE	96/08/08	96/09/09	88/07/27	96/08/29	96/08/29
SERIAL NO MODEL NO	2125850	JPFF018197	CA81726XC	1297383	7113462
	CPD17SF2	C3142A	M6000	604/132	CPD20SF2
DESCRIPTION	DISPLAY UNIT	PRINTER, ADP	PRINTER, ADP	COMPUTER, MICRO	DISPLAY UNIT
MANUFACTURER	SONY CORP	HEWLETT-PACKARD CO	APPLE COMPUTER INC	POWER COMPUTING CORP	SONY CORP
E C N NEW OLD	1430989	1431506	0056985	1431326	1431328

~

SCHEDULE OF RATES BY CONTRACT YEAR TASK ORDERS - CLIN 2

ATTACHMENT C\* SCHEDULE OF RATES BY CONTRACT YE

.

:.