

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT CONTRACT ID CODE PAGE OF PAGES 1 3

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 6. ISSUED BY 4 CODE 7. ADMINISTERED BY (If other than Item 6) CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TO ALL CONCERNED 9A. AMENDMENT OF SOLICITATION NO. 1-35-5100.3211 9B. DATED (SEE ITEM 11) 3/12/91 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Subject: NASA Request for Proposal 1-35-5100.3211 - Environmental Health and Protective Support Services.

The purpose of this amendment is to answer seven (7) additional questions concerning the subject RFP.

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM R. KIVETT 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 4-22-91

1. Page 115. Does the statement "...with at least 4 points of leading between Lines." in SECTION L.31.C.2.a of the RFP mean that four points (4/72") of space must separate the bottom of (1) regular type letters (a,b,c,d,e,f, etc.) or (2) hanging, lower case letters (j,y,g,q) from the tops of tail letters (I,l,t,M,W) in the next lower line? Most word processors used "lines per inch" settings rather than the printer's term, "points of leading" for line spacing. Can you express your RFP preparation type requirements in lines per inch?

ANSWER: "4 points of leading between lines" means 4/72 in. from the bottom of descending lower case letters (y,g) to the tops of ascending letters (h,k,M). This equates to approximately 4 lines per inch.

2. Page 82. What is Direct Non-Level of Effort Labor Cost? We thought this might be paid absence, but it is listed separately under 3. Fringes and Payroll Taxes. Our other guess was that perhaps this was where you conformed labor rates to comply with the wage and hourly benefits provided in the DOL. For example, if the benefit package totalled only \$1.50 versus the \$1.84 required, the bidder would include the \$0.34 in this category.

ANSWER: If offerors follow the Government's estimated staffing profile outlined in ATTACHMENT 3 to the RFP, no personnel wages will be classified as Direct Non-Level of Effort labor costs. However, if a different staffing profile is proposed, it is possible that some of the personnel wages could be classified as Direct Non-Level of Effort labor costs.

3. We thought we understood the ODC limitations until we read page 117. The response to questions asked at pre-bidders still did not clarify the issue. Are we correct in assuming the Government wants bidders to use the numbers listed on page 120 for the cost proposal, but to be certain to write to (Technical proposal) effort greater than the amount listed? In other words, demonstrate capability to handle greater and perhaps different effort than is listed on Attachment 6, but which could be required to satisfy the SOW?

ANSWER: The Government does want offerors to use the numbers listed on page 120 for the ODC limitation in their cost proposal. However, those "plug numbers" do not necessarily equate to costs associated with providing the effort in Attachment 6. The offeror should, in responding to Subfactor 3, Operations Plan, propose the costs necessary to provide the support specified in Attachment 6.

4. Additional Level of Effort, page 120. Are we to include all costs associated with the additional level of effort and not just those associated with labor such as benefits, payroll taxes? For example, if 6,000 additional hours were authorized, we would likely encounter recruitment/relocation costs.

ANSWER: You should include all costs associated with the additional level of effort.

5. We can find two perfect matches on the DOL. My understanding is that the DOL must be included if there are four matches, but it is optional if the match is less than four. However, if the DOL is included, all wages must be conformed and the benefit package of \$1.84 per productive hour must be provided for all listed

and conformed wages. Is this correct? Did NASA/LARC find more than two? Mine are secretary and hazardous materials handler.

ANSWER: There are three labor categories and four positions which are covered by the Wage Determination. These are Lead Hazardous Materials Handler, Hazardous Materials Handler (2 positions), and Secretary/Administrative Assistant. These positions must receive the \$1.84 fringe benefit package.

6. Page 82. Other Costs Under the current ODC limitation arrangement subcontract costs are included as part of the limitation. Is this line included for bidders who perhaps plan to subcontract part of the LOE? Are we correct in assuming it does not affect those who do not propose a formal team or subcontract effort?

ANSWER: No. The RFP was based on ten in-house employees with subcontracts for hazardous waste disposal and laboratory support. If the successful proposer has the in-house capability to perform either hazardous waste disposal, laboratory support, or both, adjustments would be made to the LOE and ODC limitations in the resulting contract.

7. What if any is the Government's requirement (\$ level) for professional liability insurance for the industrial/environmental hygienists and health physicist? Our read is that this coverage must be in place; we had it in the past by virtue of the physician coverage extension (i.e., reported directly to physician who was covered--much the same as a nurse). This is for errors and omissions and is separate from general liability. In today's litigious society, and since these professionals make judgements which have a bearing on the health and safety (both long and short-term) of the LARC work force, it is important that this factor be considered.

ANSWER: The Government does not have a requirement for professional liability insurance for the industrial/environmental hygienists and health physicist.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

3

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23665-5225

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (Y) 9A. AMENDMENT OF SOLICITATION NO.

TO ALL CONCERNED

1-35-5100.3211

9B. DATED (SEE ITEM 11)

3/12/91

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

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(a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subject: NASA Request for Proposal 1-35-5100.3211 - Environmental Health and Protective Support Services.

The purpose of this amendment is to answer two (2) additional questions concerning the RFP and to extend the date for receipt of proposals from April 26, 1991, to May 10, 1991, 4:00 p.m., local time.

(CONTINUED ON ATTACHED PAGE)

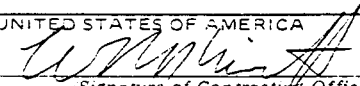
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

WILLIAM R. KIVETT

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(Signature of person authorized to sign)

BY  (Signature of Contracting Officer)

4-9-91

1. What is the NASA/LARC Regulatory Status on Hazardous Waste Materials?

- (1) Generator,
- (2) Part A, Interim Status, or
- (3) Part B, Status

Answer: (1), Generator.

2. Page 118, paragraph 4 requires that the bidder identify the current and proposed salary for each individual proposed. Page 115, paragraph L-31B requires that the bidder ensure that the cost proposal is consistent with the technical proposal in all respects. If a bidder has a DCAA-approved estimating system that requires the bidder to use weighted average bid rates for direct labor estimating, would the Government accept a cost proposal that:

- (a) is prepared with weighted average bid rates in accordance with our DCAA-approved estimating system; and
- (b) provides a cross reference chart between these actual rates to bid rates for each individual proposed?

Answer: The Government would accept such a cost proposal.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 1-35-5100.3211	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

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	X	9B. DATED (SEE ITEM 11) 3/12/91
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

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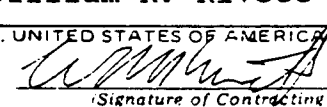
Subject: NASA Request for Proposal 1-35-5100.3211 - Environmental Health and Protective Support Services

Ref: Preproposal Conference held on March 27, 1991

The following is provided for information and guidance:

- Enclosure 1 - Copies of Preproposal Conference Vu-Graphs
- Enclosure 2 - List of Attendees at Preproposal Conference
- Enclosure 3 - Questions and Answers

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William R. Kivett
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY 
15C. DATE SIGNED	16C. DATE SIGNED 3-29-91

ENCLOSURE 1

PREPROPOSAL

CONFERENCE

VU-GRAPHS

**Environmental Health
and
Protective Support Services
Contract
Preproposal Conference**

March 27, 1991

Objectives

- ✓ Discuss the RFP
- ✓ Tour the Facilities
- ✓ Answer Questions

Agenda

Introduction and Overview..... Marshall D. Johnson

Technical..... Vernon W. Wessel

Acquisition Overview.....Panice H. Clark

* Break *

Facility Tour

Questions and Answers

INTRODUCTION

Provide the personnel, management and supervision to conduct a comprehensive program of environmental health and protective support services.

Primary Objective of Contract

- **Protection of the environment**
- **Conservation of Health**
- **Ensuring a work environment through the control of environmental factors which may cause problems.**

Source Evaluation Committee
for
RFP-1-35-5100.3211
Environmental Health and Protective Services

Voting Members:

Marshall D. Johnson, Chairperson..... Operations Supporting Division
Cecil E. Nichols..... Facilities Engineering Division
Vernon W. Wessel....Systems Safety, Quality and Reliability Division
Brian J. Jensen..... Materials Division
Philip H. Glaude.....Fabrication Division

Nonvoting Ex-Officio Members:

Panice H. Clark..... Acquisition Division
Dr. L. Joseph Connors..... Office of Chief Counsel

14 Other Ex-Officio Members

LARC PHYSICAL PLANT

FOUNDED

1917

OCCUPIES

788 ACRES 185 IMPROVED
3,500 ACRES (USE PERMIT)

AGE OF FACILITIES

YEARS

90%
67%
25%

10+
20+
40+

MAJOR BUILDINGS OR STRUCTURES

NUMBER (APPROX.)

WIND TUNNELS
LABORATORIES
UTILITIES PLANTS
SHOPS (CENTRAL)
OFFICES, EQUIPMENT HOUSING,
WAREHOUSES, STORAGE, ETC.

29
16
3
8

138
196 (3M SQ FT)

TRAILER COMPLEXES

49

ESTIMATED PLANT VALUE

1.5B

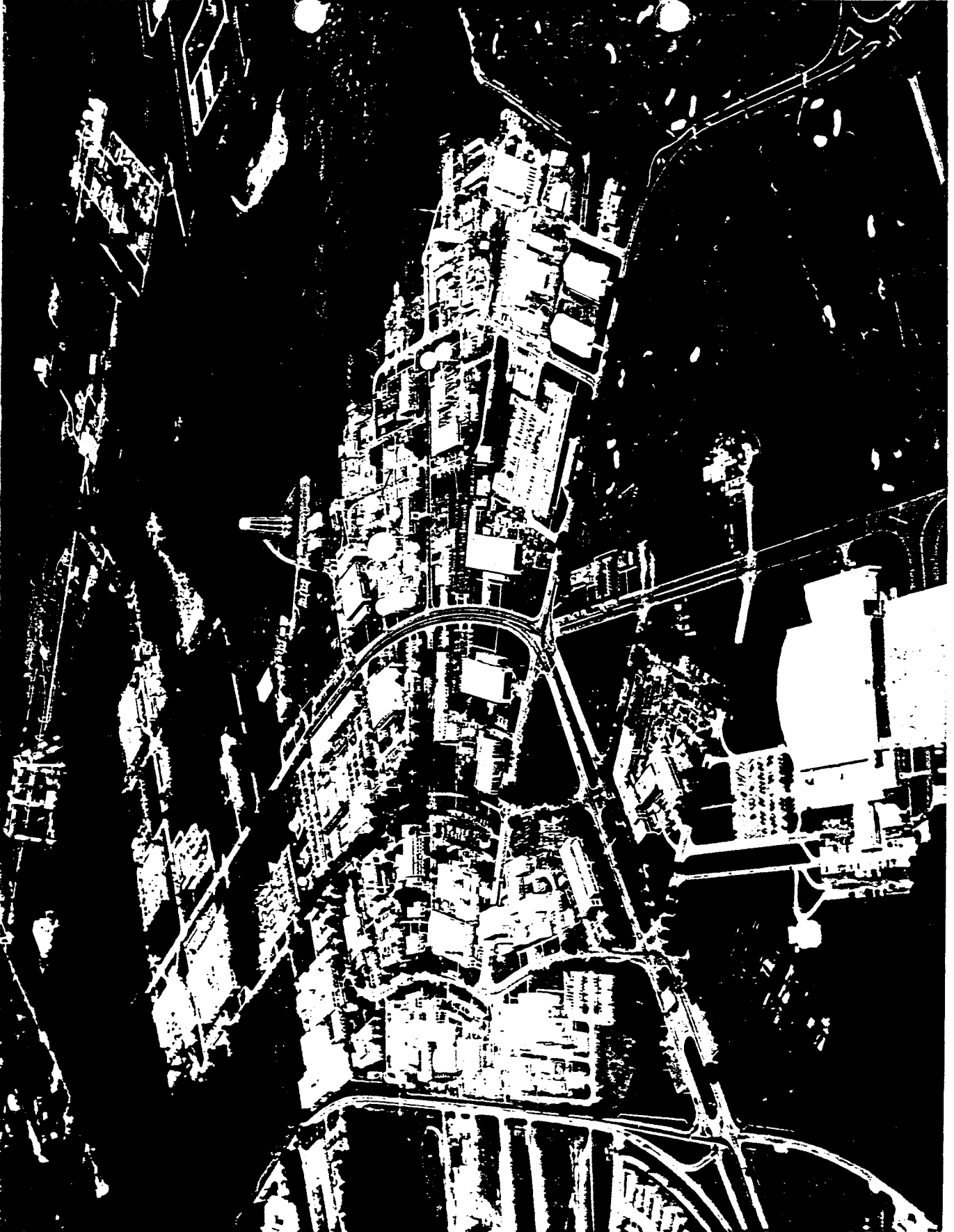
NASA

L-82-1,794

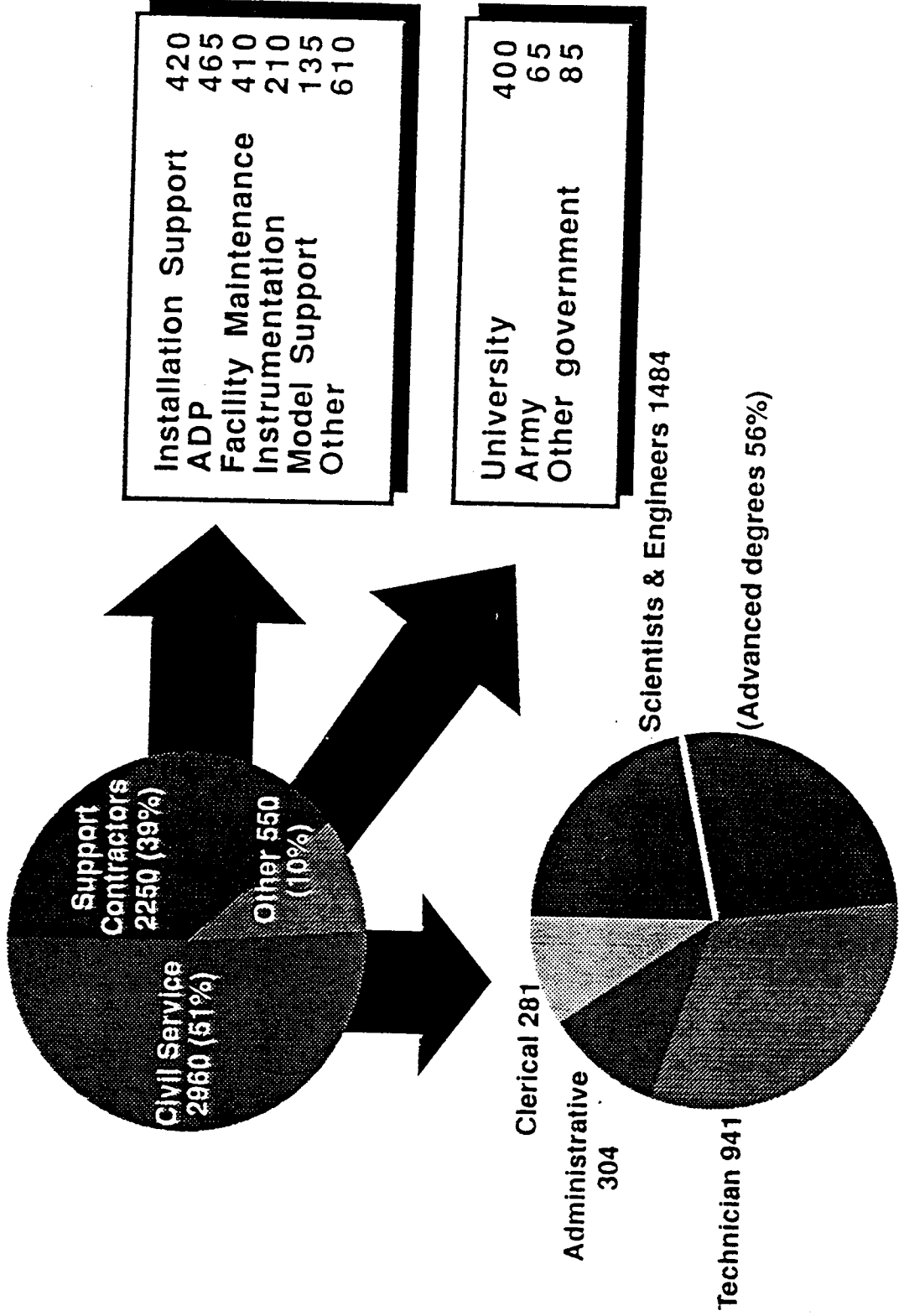


L-89-11056

NASA



PEOPLE at LANGLEY RESEARCH CENTER



Communications

Name: Panice H. Clark

Phone: (804) 864-2522 (Collect Calls Not Accepted)

Easy Link: 709356

Facsimile: (804) 864-7709

Address: National Aeronautics & Space Administration
Langley Research Center
Attn: Panice H. Clark
M/S 126
Hampton, Virginia 23669-5225

ENVIRONMENTAL HEALTH AND PROTECTIVE SUPPORT SERVICE

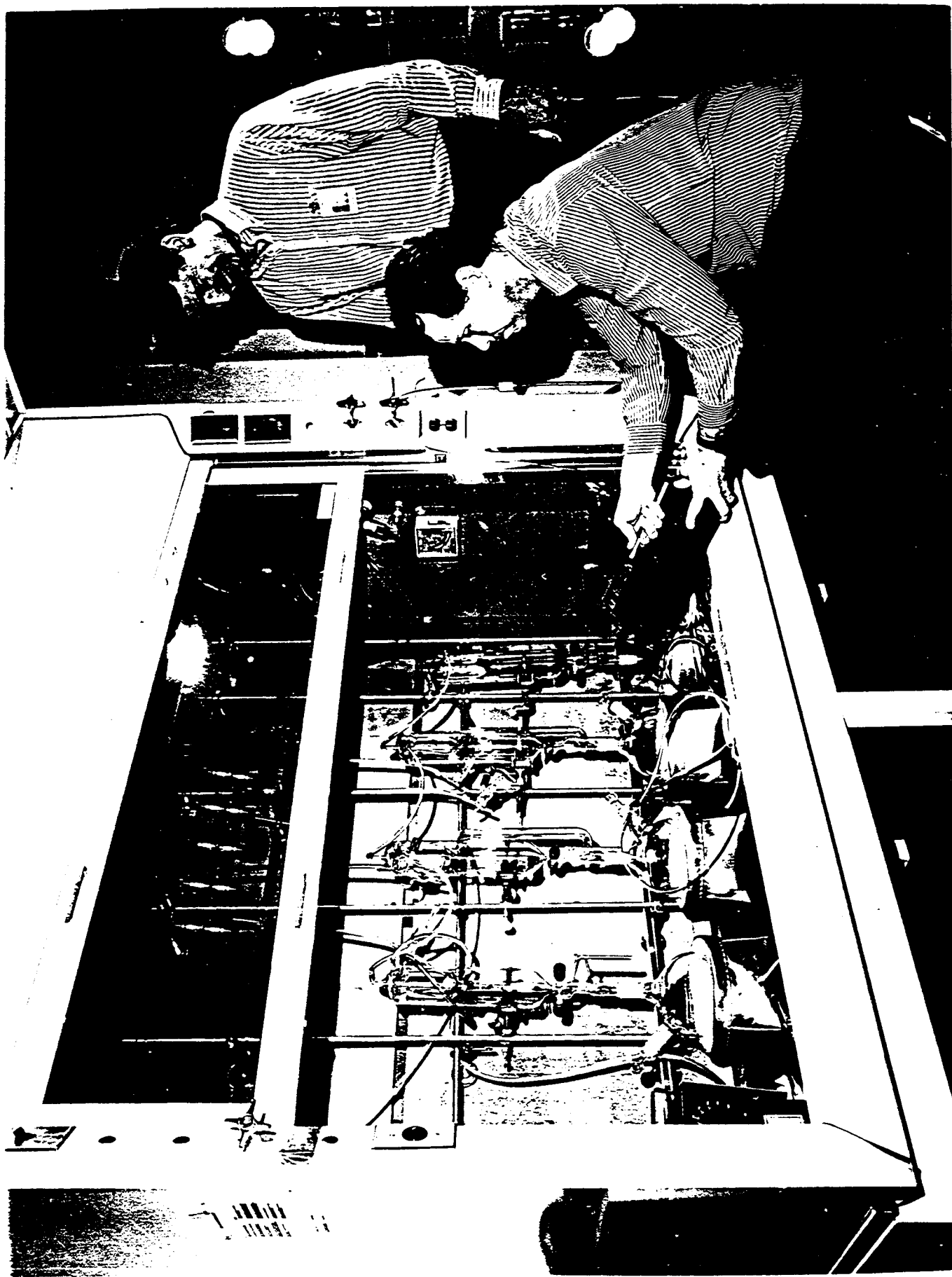
o INDUSTRIAL HYGIENE SUPPORT FOR WORK PLACE HEALTH HAZARDS

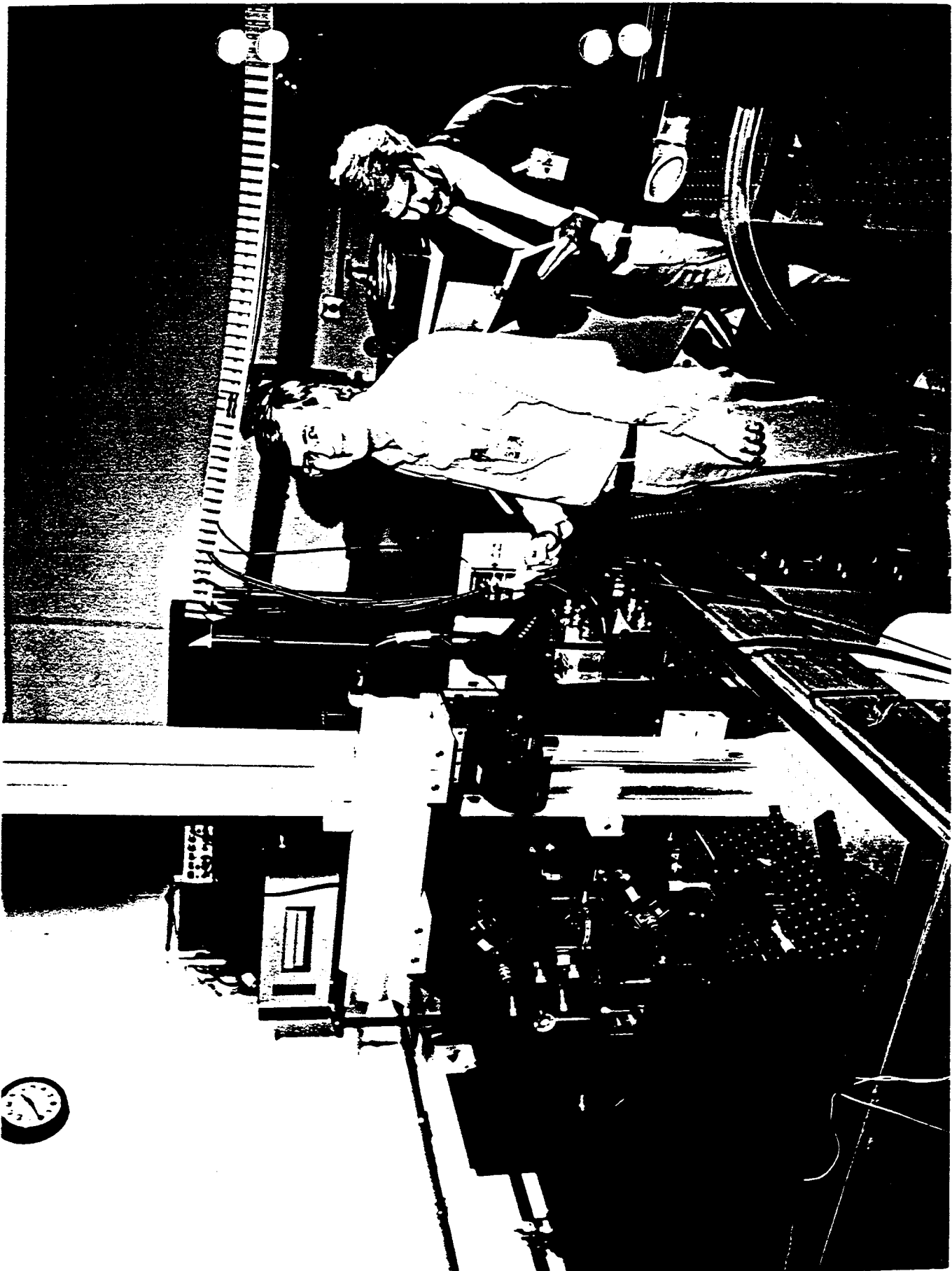
- TOXIC CHEMICALS - TEMPERATURE EXTREMES
- HIGH NOISE - HAZARDOUS MATERIAL
- OXYGEN DEFICIENT - OTHER WORK ENVIRONMENTS
ATMOSPHERES

- POTENTIALLY HAZARDOUS MATERIALS COMMITTEE
(LHB-1710.12)

o HEALTH PHYSICS SUPPORT FOR WORK PLACE HEALTH HAZARDS

- RADIOACTIVE MATERIALS
- IONIZING RADIATION (X-RAY MACHINES AND ACCELERATORS)
- NONIONIZING RADIATION (LASERS, SOURCES EMITTING AT
INFRARED, ULTRAVIOLET AND VISIBLE WAVE LENGTHS)
- IONIZING RADIATION COMMITTEE AND NONIONIZING RADIATION
COMMITTEE (LHB-1710.5 AND 1710.8)





ENVIRONMENTAL HEALTH AND PROTECTIVE SUPPORT SERVICE (CONT.)

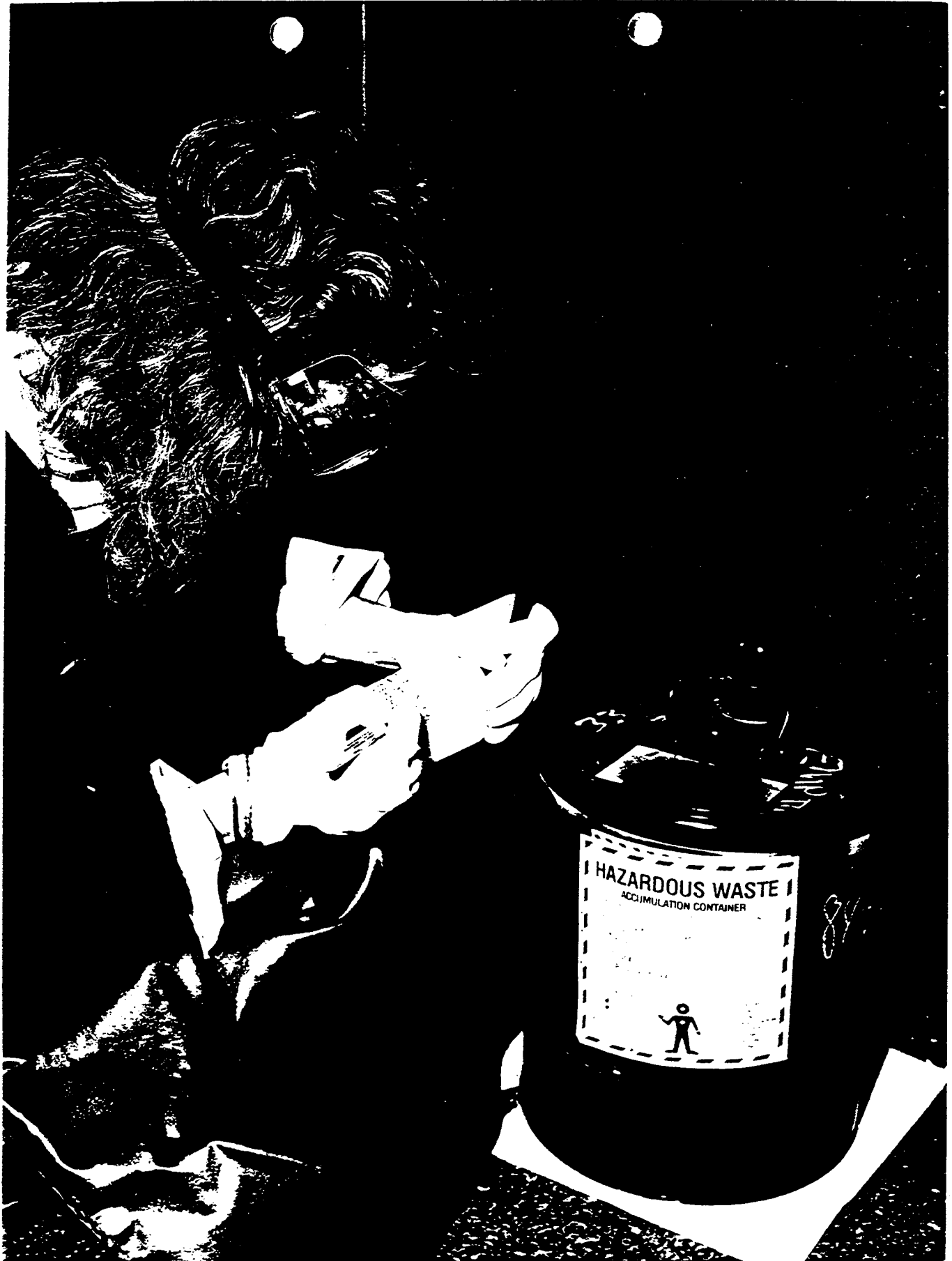
- o ENVIRONMENTAL SANITATION SUPPORT
 - SURVEILLANCE OF PESTICIDE AND HERBICIDE APPLICATION
- o HAZARDOUS WASTE MANAGEMENT
 - HAZARDOUS WASTE LABELING, TRANSPORTATION, HOLDING AND DISPOSAL
 - OPERATION OF HAZARDOUS WASTE HOLDING FACILITY
- o LABORATORY ANALYSIS
 - ENVIRONMENTAL ACTIVITIES (SUPPORT OF NPDES AND HRSD PERMITS, REMEDIATION ANALYSES)
 - SAFETY AND HEALTH ACTIVITIES (ASBESTOS, PCB, A VARIETY OF AIR AND WATER CONTAMINANTS INVOLVED IN WORK ENVIRONMENT)



KEEP
AWAY

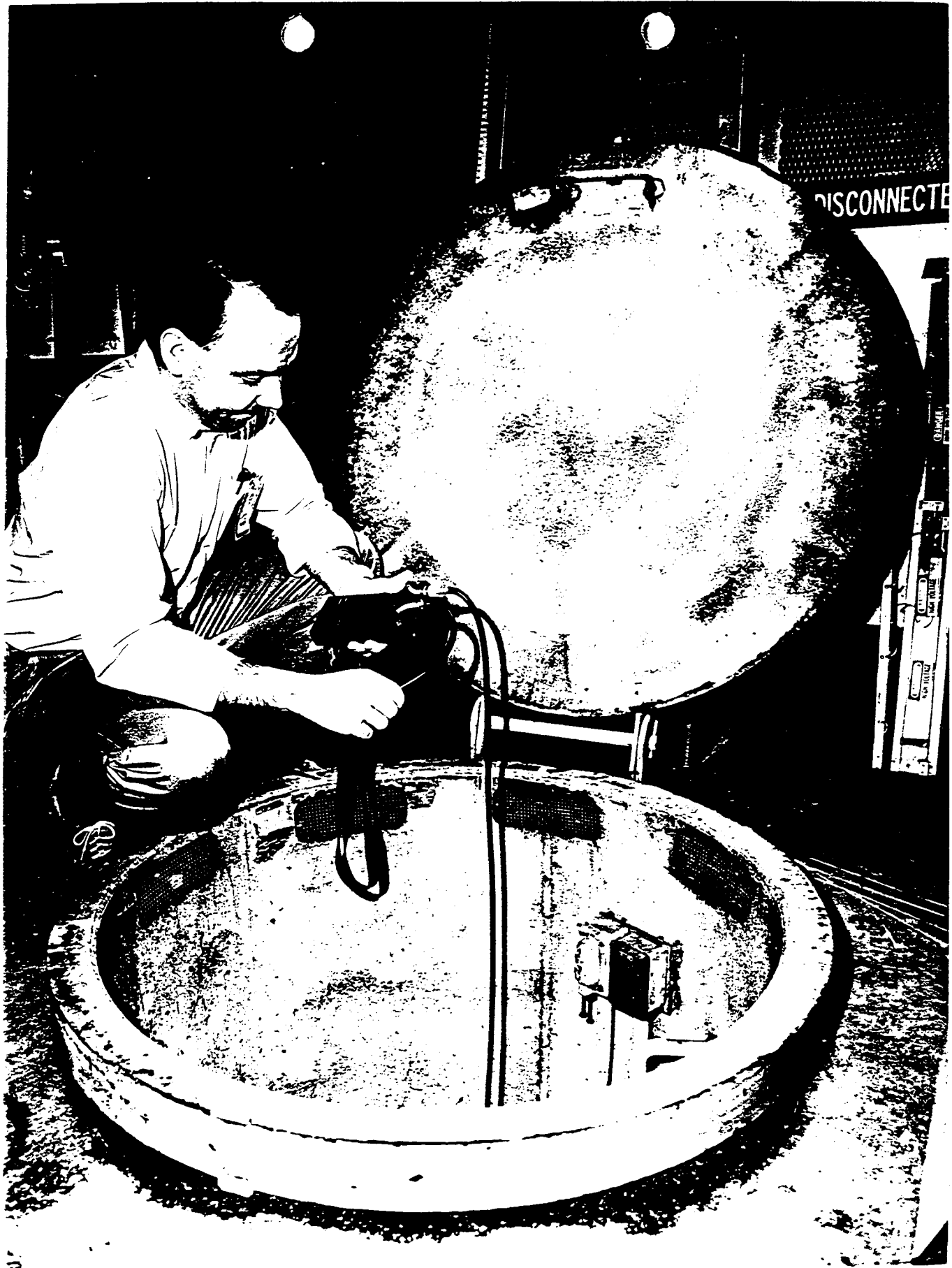
HAZARDOUS WASTE
ACCIDENTAL RELEASE PREVENTION

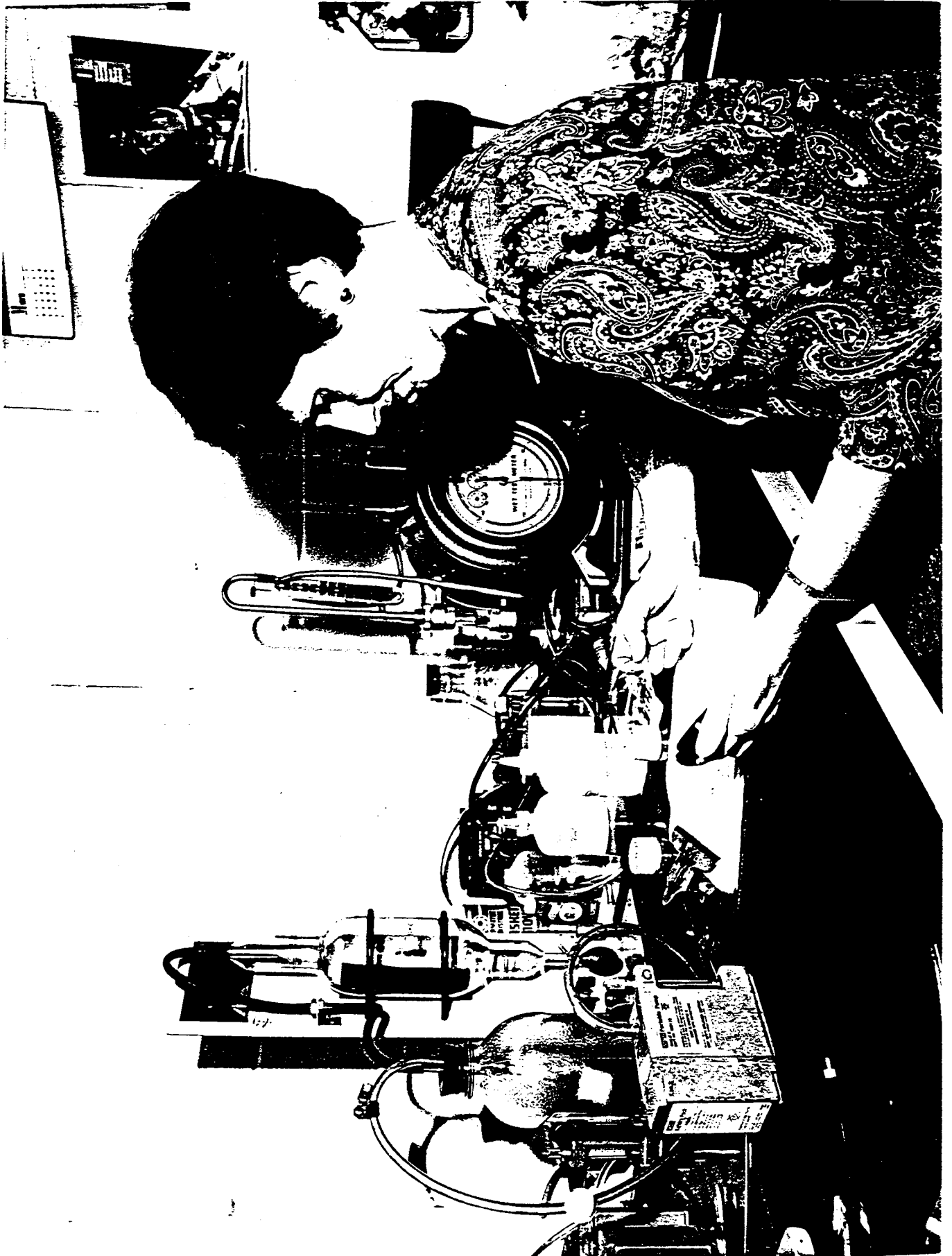




ENVIRONMENTAL HEALTH AND PROTECTIVE SUPPORT SERVICE (CONT.)

- o GENERAL PROCEDURES
 - CONDUCT ENVIRONMENTAL HEALTH AUDITS OF FACILITIES
 - SUPPORT TO SAFETY PERMITS
 - SERVE AS HEARING CONSERVATION OFFICER (LHB-2710.1)
- o CONFINED SPACE PERMITS
- o ASBESTOS REMOVAL PERMITS
- o ADVISORY SERVICES
 - ENVIRONMENTAL HEALTH COMPLIANCE CONCEPTUAL DESIGN INPUT
 - ENVIRONMENTAL HEALTH COMPLIANCE DESIGN SPECIFICATION REVIEW





ENVIRONMENTAL HEALTH AND PROTECTIVE SUPPORT SERVICE (CONT.)

- o TRAINING SERVICES
 - AWARENESS TRAINING ENVIRONMENTAL HEALTH AND RADIATION SAFETY

General Information

- General questions pertaining to LaRC operations will be taken from the floor. Questions pertaining to RFP and proposal preparation instructions should be submitted in writing.
- Submit written questions on the cards provided. Please use a separate card for each question.
- Questions and answers, presentation material, and attendee list will be provided in Amendment 2 to the RFP.
- No information provided at the Preproposal Conference should be construed as a revision to the RFP unless confirmed by subsequent written amendment.

Current Contract

Contract No.: NAS1-18401

Contract Type: Cost Plus Fixed Fee

Contractor: Kelsey-Seybold Clinic, P.A.
6624 Fannin Street
Houston, TX 77030

Period of Performance: November 1, 1986 - October 31, 1991

CPFF Value: \$6.5 Million

Acquisition Overview

- Requirement: Environmental Health and Protective Support Services

- Contract Type: Cost Plus Fixed Fee

- Period of Performance:

Base Period

First Option Period

Second Option Period

Third Option Period

Fourth Option Period

Fifth through Tenth

Option Periods

- November 1, 1991 through October 31, 1992
- November 1, 1992 through October 31, 1993
- November 1, 1993 through October 31, 1994
- November 1, 1994 through October 31, 1995
- November 1, 1995 through October 31, 1996
- Six additional one-month periods for extended services

Preparation Instructions

- Technical management proposal shall be no more than seventy-five (75) pages. This firm page limitation excludes: resumes and other associated personnel information, cover page, table of contents, and dividers. Pages in excess of the limitation will be removed and will not be evaluated.
- Assure that your proposal contains all necessary information, required documentation, and is complete in all respects. Evaluation will be based upon material presented and not on the basis of what is implied.
- Arrange proposal in sequence, format, and content consistent with arrangement of factors and associated subfactors set forth in article M-2 to facilitate evaluation.
- Ensure that your cost proposal is consistent with your technical/management proposal. Discrepancies may be viewed as a lack of understanding.
- Refer to L-31 for important information on proposal preparation.

Proposal Preparation Instructions (Continued)

Proposal Submission: (Reference L-31, page 114)

Due Date: Close of Business (4 p.m.) April 26, 1991

Place: NASA Langley Research Center
Building 1195A, Room 103
Hampton, VA 23665-5225

Number of Copies:

Original and 11 of Volume I - Technical/Management Proposal
Original and 11 of Volume II - Business Proposal

Government Point of Contact: Panice H. Clark
(804) 864-2522

Proposal Preparation Instructions (Continued)

Cost Proposal

Standard Form 1411 with detailed Cost Breakdown and a Form A required for:

- | | |
|--|----------|
| 1. The initial period of performance | 1 |
| 2. Each additional twelve (12) month option periods | 4 |
| 3. Each of the six (6) one-month option periods | 6 |
| 4. Each of the options to increase the level of effort | 5 |
| 5. Each of the options to increase the ODC limitation | 5 |
| 6. Phase-in costs (if any) | 1 |
| 7. A Summary 1411 for the 5-year period | 1 |
| 8. Summary for the six (6) one-month options | <u>1</u> |

Evaluation Factors (Refer to M-2)

Volume I - Technical/Management Proposal

Factor 1 - Mission Suitability (Scored Refer to M-3)

<u>Subfactors</u>	<u>Weight</u>
A. Phase-In, Staffing, and Continuing Personnel Management	15%
B. Total Compensation Plan	15%
C. Operations Plan	35%
D. Key Personnel and Organization	<u>35%</u>
	100%

Evaluation Factors - Continued

Volume II - Business Proposal (non-scored)

Factor 2 - Cost

Factor 3 - Relevant Experience and Past Performance

Factor 4 - Other Considerations

Subfactor 1 - Financial Condition and Capability

Subfactor 2 - Contract Terms and Conditions

Subfactor 3 - Security

Subfactor 4 - Small Business and Small Disadvantaged
Business Subcontracting Plan

Subfactor 5 - Safety and Health

Evaluation Procedures

Standard Procedure

- Review for Unacceptable Proposals
- Identify Strengths and Weaknesses
- Initial Technical Scoring
- Initial Evaluation of Cost and Other Factors
- Develop Questions
- Establish a Competitive Range
- Conduct Written and/or Oral Discussions
- Best and Final Offers Received
- Final Technical Scoring
- Final Evaluation of Cost and Other Factors
- Prepare and Present Final Report to Selection Official

Streamlined Procedure

- Review for Unacceptable Proposals
- Identify Strengths and Weaknesses
- Review Cost and Other Factors
- Develop Questions
- Conduct Written and/or Oral Discussions
- Best and Final Offers Received
- Technical Scoring
- Evaluate Cost and Other Factors
- Prepare and Present Final Report to Selection Official

Tentative Procurement Schedule

Preproposal Conference	March 27, 1991
Proposal Due Date	April 26, 1991
Selection of Offeror for Negotiation	September 15, 1991
Contract Award	October 18, 1991
Contract Effective Date	November 1, 1991

ENCLOSURE 2
LIST OF
ATTENDEES AT
PREPROPOSAL
CONFERENCE



National Aeronautics and Space Administration
Langley Research Center

March 27, 1991

9:00 a.m.

EH&PSS Conference Sign-In -Sheet

Company Name	Address	Representative
1 ENVIRONMENTAL RESOURCES MANAGEMENT	7926 JONES BRANCH DR. MCLENN VA 22102 SUITE 210	MARY UPCHURCH KRUGER
2 IC Consultants, Inc Inc	1200 Boisservain Ave Norfolk, VA 23507	Richard A. Vogel, Jr.
3 TRACOR TECHNOLOGY RESOURCES INC	850 K GREENBRIER CIRCLE CHESAPEAKE VA 23320	Larry C Bonner
4 Pandion Inc	Pt 3 Box 212-A Apex, NC 27502	Kevin Powell
5 NES, INC	44 SHELTON ROCK RD DANBURY CT 06810	JERRY WIZA
6 Environ. Res	1603 ORRINGTON #900 EVANSTON IL 60201	Michael J. Dale
7 ASIM	107 Research Dr HAMPTON, VA 23666	RUSS OSTER CHUCK EDGETTE



National Aeronautics and Space Administration
Langley Research Center

March 27, 1991

9:00 a.m.

EH&PSS Conference Sign-In -Sheet

Company Name	Address	Representative
1 CHEM-NUCLEAR ENV. SYS.	PRINCETON NJ (609) 243-7926	RONALD C. MIS
2 VERSAR INC.	6800 VERSAR CENTER SPRINGFIELD, VA 22151 (703) 750-3000 2275 Research Blvd Rockville, MD	DONALD M. SHILSKY
3 DYNAMAC	ROCKVILLE, MD	GEORGE MARR
4 TC CONSULTANTS	1200 BOISSEvain AVE. NORFOLK, VA 23507 4221 Forbes Blvd	KENNETH T. WHITE
5 Geoscience Consultants	Lanham MD 20706	Carol Hodges
6 DTGY, Inc.	PO Box 12988 Newport News, VA.	Joe Perkins
7 EBASCO	2111 Wilson Blvd Suite 1000 Arl, VA 22201	J Yacoub



National Aeronautics and Space Administration
Langley Research Center

March 27, 1991

9:00 a.m.

EH&PSS Conference Sign-In -Sheet

Company Name	Address	Representative
1 Radian Corp	2455 Horsepen Rd Herndon, VA 22071	Laurie Shelby
2 Pacific Environmental Service, Inc	560 Herndon Pkwy. Ste 200 Herndon, VA 22070	John F. Mazur
3 BIONETICS ANALYTICAL LAB DIV	18 RESEARCH DRIVE HAMPTON, VA	PETER T. POHORENC
4 J.J. Vankampen Assn. Inc.	11771 Rock Landing Dr Newport News, VA 23666	Larry Richards
5 Tracor Technology Resources	1601 Research Blvd Rockville, MD 20850	Daniel O. Chute
6 Applied Environmental	11800 Sunrise Valley Dr. Reston Virginia 22091	Dr. O'Konski
7 The Bionetics Corp	2 Eaton St Hampton, VA 23669	D.H. Herndon



National Aeronautics and Space Administration
Langley Research Center

March 27, 1991

9:00 a.m.

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Company Name	Address	Representative
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1	TAT 303 Butler Fm Rd Hampton VA	Andy King
"	"	Duke Denny
2	MS 429 NASA Langley	D.W. McELWELLY
3	Bionetics Harbor Center/Hampton	W.D. Clement
4	DynCorp P.O. 12799 RTP, NC 27709	Larry Kraus
5	Nachen Co 4204 D.A. Lott Aly VA 22309	Ken Vogel
6		
7		



National Aeronautics and Space Administration
Langley Research Center

March 27, 1991

9:00 a.m.

EH&PSS Conference Sign-In -Sheet

Company Name	Address	Representative
1	<i>JRI</i> <i>6116 Ejection Blvd</i> <i>Rockville MD</i>	<i>Judith Roth</i>
2		
3		
4		
5		
6		
7		

ENCLOSURE 3
QUESTIONS AND
ANSWERS

Questions Regarding Solicitation 1-35-5100.3211

1. RFP Section L.31.C.2.a (page 115) specifies that,...."The typeface or font shall be no smaller than 12 point...." We find no fault with this request for the general proposal text, but this requirement will impose problems within the proposal graphics (figures, illustrations, graphs, tables, etc.). Using this large point size within graphics will severely restrict the necessary notations, comments, and other in-graphics descriptive text. We request that either this requirement be dropped or reduced to 8 point for in-graphics text.

Answer:

The 12 point size requirement applies to proposal text; it does not apply to proposal graphics.

2. RFP Section L.31.D.3.c (page 117) specifies,...."Do not assure that the ODC limitation set for on page 119 (really page 120) represents the total cost for the effort specified in Attachment 6." Does this mean that the offeror should bid a difference amount that those specified in the ODC figure? Please clarify the RFP statement.

Answer:

The ODC limitation set forth on page 120 is a "plug number" for purposes of preparing the cost proposal (Volume II) and will be contained as an ODC limitation in the resultant contract. However, in response to Subfactor 3, Operations Plan (Volume I), the offeror should propose those costs associated with providing the support required by Attachment 6. (See page 117, paragraph 3C.)

3. RFP Section M.3.A.1 (page 126) makes the statement, "Phase-In Plan, Staffing, and Continuing Personnel Management, Compensation Plan." Amendment 1 dropped the words, "Compensation Plan". However, Section L.31.D.1.e (page 116) requests a discussion of "A" Compensation plan for the non-professional employees...." for the requested proposal section. Does Amendment 1 mean that the offeror must prepare a section on compensation for the non-professional employees but that it will not be evaluated? We recommend that if this requirement is retained that the words, "....and compensation plan for the non-professional employees." be added to the RFP Section M.3.A.1 (page 126) after the word, "Management." Please clarify.

Answer:

The Government considers "Continuing Personnel Management" to encompass the compensation plan for non-professional employees. The offeror should provide such a plan and it will be evaluated.

4. Reference H.14, Page 12 and Reference H.4, Page 6 - Does the contractor pass the Wage Determination and Fringe Benefits requirements through to Subcontractors performing laboratory testing and waste disposal removal? If yes, should equivalent rates for Federal hires be included for these employee classes?

Answer:

Subcontracts may be subject to the requirements of the Service Contract Act (SCA). A determination on the applicability of the Act to a particular subcontract for laboratory testing and waste disposal removal can best be made based on the facts pertaining to that subcontract. Your attention is directed to FAR 22.10 Service Contract Act of 1965, as amended, particularly Section 22.1001, definitions for determining applicability.

5. Reference L.18, Page 111 and Reference L.31.A, Page 115 - Are both Restriction Notices for Handling Proposals required on the first page of proposal? If not, which notice should be used?

Answer:

Yes, both restriction notices are required.

6. What are the current Contractor's conformable wage rates?

Answer:

There are no current conformable rates.

7. Page 122 Factor 4, Subfactor 5 - Is it your intention that a detailed Health and Safety Plan be submitted as part of the proposal or is the offeror to provide the methodology used to develop a detailed Health and Safety Plan?

Answer:

A detailed safety and health plan is required, as set forth in L.31, paragraph E (3) e. The Langley Handbook (LHB) material and Statement of Work (SOW) should furnish the information necessary to prepare this plan.

8. Page 31, 2.5. - What certification programs are you requiring participation in by the laboratory used for the various analyses?

Answer:

Water sampling shall be performed by a state-certified laboratory. All industrial hygiene sampling should, whenever possible, be performed by an American Industrial Hygiene Association (AIHA) certified laboratory.

9. Page 81, Chief, Environmental Support/Contract Management - Given that colleges and universities use various "names" for similar degree programs, will you accept a master's degree in environmental health, public health, or environmental science in lieu of the master's degree in industrial hygiene requirement?

Answer:

Yes, they are related fields.

10. Page 117, Factor 1, Subfactor 3, Paragraph C. - You caution the offerors not to assume that the ODC limitation set forth on page 119 and 120 represents the total cost for the effort specified in Attachment 6. For costing purposes, what is the offeror to assume?

Answer:

See question 2.

11. Is the geographical location of the prime contractor an evaluation criteria? Will you estimate the relative importance of the prime contractor having a branch office in the Norfolk area?

Answer:

No, geographical location of the prime contractor is not an evaluation criteria. We will not estimate the relative importance of the prime contractor having a branch office in the Norfolk area.

12. Who is the incumbent or is this a new procurement? If there is not an incumbent, who has been providing these services?

Answer:

The incumbent is Kelsey-Seybold Clinic, P.A., Houston, Texas.

13. Will NASA provide waste characteristics identification and MSDSs for the hazardous wastes offered for transportation or will that be the responsibility of the transporter? If identification of the waste characteristics is provided, will it be the result of generator knowledge of the waste or actual laboratory analysis?

Answer:

MSDS's are generally available for all hazardous waste and may result from either generator knowledge of the waste or actual laboratory testing. When waste characterization is not available, responsibility for waste characterization laboratory testing rests with the environmental health contractor.

14. Have you had any noncompliance citations (OSHA, EPA) in your hazardous waste storage facility? If so, what were they and are you now in compliance?

Answer:

No, there have been no noncompliance citations.

15. Certification of proposal authorship is a specific requirement of many RFP's. The certification usually states that if any portion of the proposal has been written by other than a bona-fide employee of the offeror, a certification to that effect must be completed, signed by an authorized agent or officer of the offeror and submitted in the proposal. The certification must identify the writer's name, employer, business relationship to the offeror, and the volumes, sections, pages, or portions of pages which he or she authored.

If this kind of certification will not be a specific requirement can you provide guidelines for the use of consultants or employees of other companies on this proposal?

Answer:

FAR Clause 52.203-5 entitled "Covenant Against Contingent Fees" requires contractors to certify that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. The Government does not plan to provide any further guidance on the use of consultants or employees of other companies to prepare the proposal.

16. Will the selected contractor be responsible for signing manifests associated with off-site ultimate hazardous waste disposal?

Answer:

No, the Government will sign the manifests.

17. Is "awareness" training all that is required under this contract or does it also cover conducting required OSHA training, eg. - Hearing Conservation, Hazardous Communication, etc.?

Answer:

Awareness training and support to Government provided training is required under this contract.

18. Does the scope of work involve cleanup of hazardous materials spills for the hazardous waste handlers? If so, what type - NASA/NASA Contractor and what amounts - smaller than 55 gallons, less than 16 total man hours?

Answer:

The Contractor will only be responsible for clean-up of spills involved in the Contractor's movement of hazardous waste on-site or spills associated with the hazardous waste holding facility.

19. For the hazardous waste pickup operator - will they respond to all facilities, or to satellite sites only.

Answer:

The hazardous waste operation is limited to on-site facilities only.

20. Will the hazardous waste pickup crew be picking up hazardous waste from off-site NASA contractor laboratories?

Answer:

No

21. Are there any plans for providing government transportation/leasing, etc., for contractor on-site vehicle use.

Answer:

See Exhibit E. We provide a 3/4 ton stake body truck, a forklift, and a compact pick-up truck, primarily for hazardous waste transportation on-site. When the pick-up truck is not being used for its primary purpose, it may be used for other contract related purposes on site.

22. What are the laboratory approval requirements? i.e., State approved? State Certified?

Answer:

See question 8.

23. I am unclear about which selection procedures LaRC will use - standard or streamlined?

Answer:

The decision will be made after receipt of proposals and will depend primarily on the number of proposals received.

24. Your request references for proposed key personnel relative to their current and previous positions. Would you please tell us how many references you would like?

Answer:

Sufficient references to demonstrate the proposed key personnel qualifications are required.

25. Is the detailed Health and Safety Plan to be included in the 75 page limit for the technical proposal?

Answer:

No, the Safety and Health Plan is contained in Volume II of the proposal. The page limitation applies to Volume I.

2. AMENDMENT/MODIFICATION NO. 1
 3. EFFECTIVE DATE
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)
 6. ISSUED BY
 CODE
 National Aeronautics and Space Administration
 Langley Research Center
 Hampton, VA 23665-5225
 7. ADMINISTERED BY (If other than Item 6)
 CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 TO ALL CONCERNED
 CODE FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO.
 1-35-5100.3211
 X 9B. DATED (SEE ITEM 11)
 3/12/91
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Subject: NASA Request for Proposal 1-35-5100.3211 - Environmental Health and Protective Support Services

The purpose of this amendment is to correct M.3, paragraph A., Subfactor 1 to read as follows:

"1. Phase-In Plan, Staffing, and Continuing Personnel Management"

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 WILLIAM R. KIVETT
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 BY  (Signature of Contracting Officer)
 16C. DATE SIGNED
 3-12-91
 (Signature of person authorized to sign)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING D0-C9	PAGE OF 1 126 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 1-35-5100.3211	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 3/12/91	6. REQUISITION/PURCHASE NO. 5100.3211
7. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225			8. ADDRESS OFFER TO (If other than Item 7) NASA, Langley Research Center Building 1195A, Room 103 Hampton, VA 23665-5225		

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

SOLICITATION

9. Sealed offers in original and eleven (11) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 1195A, Room 103 until 4:00 PM local time 4/26/91 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SEE SECTION L	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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11. TABLE OF CONTENTS

(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	13
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	29
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	87
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	104
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	4	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	123
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	5				

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15G. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25. below (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Financial Management Division Mail Stop 175, NASA, Langley Research Center Hampton, VA 23665-5225		
26. NAME OF CONTRACTING OFFICER (Type or print) Criticality Designator C		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCOPE OF WORK (LARC 52.212-90) (JUN 1988)

The Contractor shall, except as otherwise specified herein, furnish all personnel, facilities, services, equipment, supplies, and materials necessary for performance of Environmental Health and Protective Support Services as broadly described in Section C, Description/Specifications/Work Statement.

B.2 LEVEL-OF-EFFORT

A. In performing effort under this contract, the Contractor is obligated to provide up to 19,950 direct productive labor hours, exclusive of subcontracting and consultants, as defined in paragraph C. below.

B. Government authorized work under this contract will require a cumulative minimum of 14,962 direct productive labor hours.

C. Direct productive labor hours are defined as those hours expended by personnel in the performance of the effort set forth in the Statement of Work. Direct productive labor hours do not include leave hours for vacation, holidays, sickness, etc.

D. The fee set forth in B.3. is based upon furnishing the level-of-effort specified in paragraph A. If the Contractor provides less than the specified level-of-effort in paragraph A. and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may make a downward adjustment to the contract fee which will equate to the unused direct labor hours divided by the level-of-effort in paragraph A. At the Contracting Officer's discretion, the adjustment may take into consideration efficiencies in the Contractor's performance, including productivity improvements, if any, which contributed to the lesser number of direct labor hours being provided.

B.3 ESTIMATED COST AND FIXED FEE

A. The estimated cost of this contract is \$ _____, exclusive of the fixed fee of \$ _____. The total of estimated cost and fixed fee is \$ _____.

B. Other Direct Cost (ODC) Limitation - The estimated cost set forth above includes \$750,000 for ODC's for laboratory support and hazardous waste disposal.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK--ALTERNATE 1 (LARC 52.215-90)
(JUN 1988)

The Contractor shall perform the effort specified in Exhibit A, Statement of Work entitled "Environmental Health and Protective Support Services."

SECTION E - INSPECTION AND ACCEPTANCEE.1 INSPECTION OF SERVICES - COST-REIMBURSEMENT
(FAR 52.246-5) (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCEF.1 STOP-WORK ORDER (FAR 52.212-13) (AUG 1989)
ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery

schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 PERIOD OF PERFORMANCE (NASA 18-52.212-74) (DEC 1988)

The period of performance of this contract shall be twelve (12) months from the effective date of the contract.

F.3 PLACE OF PERFORMANCE--ALTERNATE I (LARC 52.212-98) (JUN 1988)

The principal place of performance shall be at NASA, Langley Research Center, Hampton, Virginia.

F.4 REPORTS AND DOCUMENTATION DELIVERY (LARC 52.212-99) (JUN 1988)

The Contractor shall provide to the Government all reports and items of documentation as required by Section I, Contract Clauses and Exhibit B, Contract Documentation Requirements.

F.5 PLACE OF DELIVERY--ALTERNATE II (LARC 52.212-92) (JUN 1988)

Delivery of all items hereunder shall be f.o.b. Langley Research Center, except as may be specified in work orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENTS--LEVEL-OF-EFFORT (LARC 52.232-106) (NOV 1989)

Payments of cost and fixed fee will be made in monthly installments. No installment of fixed fee shall exceed the proportion of the total fixed fee determined by dividing the total direct labor hours (B.2, Level-of-Effort, paragraph A.) into the number of direct labor hours expended during the period. Notwithstanding, any payments shall be subject to the withholding provisions of the clause of this contract entitled "Fixed Fee."

G.2 SUBMISSION OF INVOICES (LARC 52.232-94) (NOV 1989)

Proper invoices, as determined under the Section I clause entitled "Prompt Payment," shall be addressed to the designated payment office shown in Block 25. on page 1 of this contract. Cost and fee invoices shall be submitted separately. Cost invoices, shall be submitted through the delegated Government Audit Agency, which shall be the designated billing office. Fixed fee invoices shall be submitted through the delegated Administrative Contracting Officer with a copy to the delegated Audit Agency.

G.3 CONTRACT CLOSEOUT (LARC 52.242-90) (JUN 1988)

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. 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 126, who may be reached by telephone at (804) 864-2462.

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.

SECTION H - SPECIAL CONTRACT REQUIREMENTSH.1 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23)
(JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the

"Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

H.2 CONTRACT FUNDING (NASA 18-52.232-81) (MAR 1989)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$_____ and covers the following period of performance:

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

H.3 KEY PERSONNEL AND FACILITIES (NASA 18-52.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the Contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the Contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(TO BE NEGOTIATED)

H.4 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
Secretary (Typing)	\$8.13
Lead, Hazardous Materials Handler	\$9.91
Hazardous Materials Handler	\$8.65

FRINGE BENEFITS

- Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.
- Sick Leave - Receives 13 days paid leave per year.
- Holidays - Receives 10 paid holidays per year.
- Health Insurance - Government pays up to 60% of health insurance.
- Group Life Insurance - Government pays two-thirds of life insurance rate premiums.
- Retirement - The Government provides two retirement plans identified as the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS). Under the CSRS the Government contributes 7% of the employees' base pay towards retirement. Under the FERS the Government contributes 13% of the employees' base pay towards a basic benefit plan, and up to 5% to a thrift savings plan. Furthermore, under FERS employees are covered by FICA.

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.

H.5 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES

In accordance with the Installation Provided Government Property clause of this contract, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at the NASA installation.

(a) Office space, work area space, and utilities. The Contractor shall use Government telephones for official purposes only.

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

(1) Equipment to be made available to the Contractor for use in performance of this contract on-site and at such other locations as approved by the Contracting Officer is listed in Exhibit E. The Government retains

accountability for this property under the Installation-Provided Government Property clause, regardless of its authorized location.

(2) If the Contractor acquires property as a direct cost under this contract, this property also shall become accountable to the Government upon its entry into the NASA Equipment Management System (NEMS) in accordance with the property-reporting requirements of this contract.

(3) The Contractor shall not bring on-site 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) Supplies from stores stock.

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

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

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

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

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

(i) 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.

(j) Repair and calibration services for Installation-provided Government property.

(k) Government material cards issued to permit authorized Contractor personnel to draw from the LARC Store issue supplies, (e.g., office supplies) provided such withdrawals are approved by the COTR.

(l) On-Center mail delivery.

H.6 OPTIONS

A. Priced Options/Extended Term

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for four (4) additional periods of twelve (12) 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.

Item	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref. F.2)	12 months	12 months	12 months	12 months
Level of Effort (Ref. B.2)	19,950 hours	19,950 hours	19,950 hours	19,950 hours
ODC Limitation (Ref. B.3)	\$780,000	\$811,000	\$844,000	\$877,000
Estimated Cost (Ref. B.3)	\$	\$	\$	\$
Fixed Fee (Ref. B.3)	\$	\$	\$	\$

B. Priced Option - Additional Level Of Effort and Other Direct Cost (ODC)

1. The Contractor hereby grants to the Government options to increase the contract level of effort, and other direct costs by the amounts specified below for each period. The Government's options may be exercised once or multiple times in minimum increments of 1,000 hours of effort and \$100,000 for ODC. Such options are to be exercisable by issuance of a unilateral modification. The Government shall give the Contractor thirty (30) days preliminary written notice(s) for the exercise of any increment(s) of this option. Preliminary notice shall not commit the Government to exercise the option.

	<u>Level of Effort (Ref. B.2)</u>	<u>ODC Lim. (Ref. B.3)</u>
Initial Contract Period	6,000 hours	\$500,000
First Option Period	6,000 hours	\$500,000
Second Option Period	6,000 hours	\$500,000
Third Option Period	6,000 hours	\$500,000
Fourth Option Period	6,000 hours	\$500,000

2. When any increment of the above option is exercised, the contract cost and fee set forth in B.3, paragraph A., will be increased using the appropriate rates set forth below for the period in which the option is exercised:

	<u>Rate Per Hour</u>		<u>Rate Per ODC Dollar</u>	
	<u>Cost</u>	<u>Fee</u>	<u>Cost</u>	<u>Fee</u>
Initial Contract Period	\$	\$	\$	\$
First Option Period	\$	\$	\$	\$
Second Option Period	\$	\$	\$	\$
Third Option Period	\$	\$	\$	\$
Fourth Option Period	\$	\$	\$	\$

C. Priced Options For Extended Services

Pursuant to FAR 37.111 and to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for six (6) additional one (1) month periods. 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>Item</u>	<u>Fifth Option Period</u>	<u>Sixth Option Period</u>	<u>Seventh Option Period</u>	<u>Eighth Option Period</u>	<u>Ninth Option Period</u>	<u>Tenth Option Period</u>
Period of Performance (Ref. F-2.)	1 month	1 month	1 month	1 month	1 month	1 month
Level of Effort (Ref. B-2.)	1,662 hours	1,662 hours	1,662 hours	1,662 hours	1,662 hours	1,662 hours
ODC Limitation (Ref. B.3)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Estimated Cost (Ref. B-3.)	\$	\$	\$	\$	\$	\$
Fixed Fee (Ref. B-3.)	\$	\$	\$	\$	\$	\$

H.7 EMPLOYEE'S SECURITY CLEARANCE

By virtue of their particular work assignment, all Contractor employees may be required to have a security clearance granted in accordance with DOD 5220.22M, the Department of Defense Industrial Security Manual for Safeguarding Classified Information (ISM). CONFIDENTIAL security clearances shall be issued by the Contractor's Security Officer. SECRET or higher clearances shall be issued by the Department of Defense (DOD). Within ten (10) working days after an employee is identified by the Government and/or the Contractor as requiring a SECRET or higher clearance, the Contractor shall submit to the Contracting Officer evidence of the submittal of a request for clearance to DOD for such employee. If the clearance for an employee has not been issued by DOD within 120 calendar days of the submittal of the request for clearance to DOD, the Contractor may be required to remove such employee from the contract.

H.8 WORK SCHEDULE (LARC 52.212-103) (JUN 1988)

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 7:00 a.m. to 4:30 p.m., Monday through Friday.

H.9 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES--ALTERNATE (LARC 52.212-104) (JUN 1988)

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.

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 in Building No. 1228. Badges shall be issued only between the hours of 6:30 a.m. and 4:30 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.

H.10 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LARC 52.215-107) (MAR 1989)

Pursuant to FAR 15.406-1(b), the completed Section K of the proposal dated is hereby incorporated herein by reference.

H.11 SUBCONTRACTING PLAN (LARC 52.219-91) (JUN 1988)*

The approved Contractor plan for subcontracting with small business and small disadvantaged business concerns is attached hereto as Exhibit G and is hereby made a part of this contract.

H.12 EVIDENCE OF INSURANCE (LARC 52.228-93) (MAR 1989)

The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 18-52.228-75 in Section I 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.

H.13 ADMINISTRATION OF CONTRACT FUNDING (LARC 52.232-100)
(MAR 1989)

A. The Contractor agrees that all future incremental funding shall be accomplished by Administrative Change Modification and that the funding procedure shall in no way change the Contractor's notification obligations as set forth in the "Limitation of Funds" clause.

B. In addition to the requirements of the "Limitation of Funds," clause, the Contractor shall notify the Contracting Officer in writing if at any time the Contractor has reason to believe that the total cost to the Government, exclusive of any fee, for the complete performance of this contract will be greater or substantially less than the then total estimated cost of the contract. Such notification shall give a revised estimate of the total cost for the performance of this contract.

H.14 WAGE DETERMINATIONS AND FRINGE BENEFITS
(LARC 52.237-90) (NOV 1990)--ALTERNATE I (NOV 1990)

The following Registers of Wage Determinations and Fringe Benefits list the wage rate and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit D for a copy of these Wage Determinations.

<u>Number</u>	<u>Revision</u>	<u>Effective Date</u>
78-1030	19	August 2, 1990
87-209	7	October 16, 1990

These determinations constitute the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965, As Amended."

*Not Applicable to Small Business Concerns.

H-15. SAFETY AND HEALTH PLAN

The approved Contractor Safety and Health Plan is attached hereto as Exhibit F and is hereby made a part of this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (APR 1984)
52.203-1	Officials Not to Benefit (APR 1984)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (OCT 1988)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.203-13	Procurement Integrity--Service Contracting (SEP 1990)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
52.212-8	Defense Priority and Allocation Requirements (MAY 1986)
52.215-1	Examination of Records by Comptroller General (APR 1984)
52.215-2	Audit - Negotiation (DEC 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1988)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.215-27	Termination of Defined Benefit Pension Plans (SEP 1989)
52.215-30	Facilities Capital Cost of Money (SEP 1987)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.216-7	Allowable Cost and Payment (APR 1984)
52.216-8	Fixed Fee (APR 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1990)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (AUG 1989)
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984)

52.220-4 Labor Surplus Area Subcontracting Program (APR 1984)
52.222-1 Notice to the Government of Labor Disputes (APR 1984)
52.222-3 Convict Labor (APR 1984)
52.222-4 Contract Work Hours and Safety Standards Act - Overtime
Compensation (MAR 1986)
52.222-26 Equal Opportunity (APR 1984)
52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35 Affirmative Action for Special Disabled and Vietnam Era
Veterans (APR 1984)
52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
52.222-37 Employment Reports on Special Disabled Veterans and Veterans of
the Vietnam Era (JAN 1988)
52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
52.223-2 Clean Air and Water (APR 1984)
52.225-3 Buy American Act - Supplies (JAN 1989)
52.225-13 Restrictions on Contracting with Sanctioned Persons (MAY 1989)
52.227-1 Authorization and Consent (APR 1984)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringe-
ment (APR 1984)
52.227-3 Patent Indemnity (APR 1984)
52.227-14 Rights in Data - General (JUN 1987)--as modified by NASA FAR
Supplement 18-52.227-14
52.228-7 Insurance - Liability to Third Persons (APR 1984)
52.230-3 Cost Accounting Standards (SEP 1987)
52.230-4 Administration of Cost Accounting Standards (SEP 1987)
52.230-5 Disclosure and Consistency of Cost Accounting Practices
(SEP 1987)
52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-17 Interest (APR 1984)
52.232-18 Availability of Funds (APR 1984)
52.232-22 Limitation of Funds (APR 1984)--as modified by NASA FAR
Supplement 18-32.705-2
52.232-23 Assignment of Claims (JAN 1986)
52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as
modified by NASA FAR Supplement 18-32.908
52.233-1 Disputes (APR 1984) Alternate I (APR 1984)
52.233-3 Protest After Award (AUG 1989) Alternate I (JUN 1985)
52.237-2 Protection of Government Buildings, Equipment and Vegetation
(APR 1984)
52.237-3 Continuity of Services (APR 1984)
52.242-1 Notice of Intent to Disallow Costs (APR 1984)
52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts)
(JUL 1985) Alternate I (APR 1985)
52.244-5 Competition in Subcontracting (APR 1984)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or
Labor-Hour Contracts) (JAN 1986)
52.246-25 Limitation of Liability - Services (APR 1984)
52.248-1 Value Engineering (MAR 1989)
52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
52.249-14 Excusable Delays (APR 1984)

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

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
18-52.204-70	Report on NASA Subcontracts (DEC 1988)
18-52.204-71	NASA Contractor Financial Management Reporting (DEC 1988)
18-52.223-70	Safety and Health (DEC 1988)
18-52.223-72	Potentially Hazardous Items (DEC 1988)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-70	Technical Direction (MAR 1989)
18-52.242-72	Observance of Legal Holidays (SEP 1989) Alternate I (SEP 1989)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989)
18-52.252-70	Compliance with NASA FAR Supplement (MAR 1989)

I.2 LISTING OF CLAUSES IN FULL TEXT

The following list of contract clauses are in full text:

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.203-9	Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.215-26	Integrity of Unit Prices (APR 1987)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.223-3	Hazardous Material Identification and Material Safety Data (DEC 1989)
52.223-6	Drug-Free Workplace (JUL 1990)
52.232-25	Prompt Payment (APR 1989)
52.252-6	Authorized Deviations in Clauses (APR 1984)
18-52.204-75	Security Classification Requirements (SEP 1989)

I.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (FAR 52.203-9) (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the contracting officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, _____, [Name of certifier]

am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with

after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to suspension of Section 27 (i.e., prior to December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that Section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action -

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of -

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other

than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes -

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions.

I.5 INTEGRITY OF UNIT PRICES (FAR 52.215-26) (APR 1987)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The requirement in paragraph (a) of this clause does not apply to any Department of Defense (DOD) or National Aeronautics and Space Administration (NASA) contract or subcontract item of supply for which the unit price is, or is based on, an established catalog or market price for a commercial item sold in substantial quantities to the general public. A price is based on a catalog or market price only if the item being purchased is sufficiently similar to the catalog or market price commercial item to ensure that any difference in price can be identified and justified without resort to cost analysis.

(c) The Offeror/Contractor shall also identify those supplies which it will not manufacture or to which it will not contribute significant value when requested by the Contracting Officer. However, for DOD and NASA contracts, the information shall not be required for commercial items sold in substantial quantities to the general public when the price is, or is based on, established catalog or market prices.

(d) The Contractor shall insert the substance of this clause, less paragraph (c), in all subcontracts.

I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2)
(JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed _____ or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.7 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY
DATA (FAR 52.223-3) (DEC 1989)

(a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material 5 days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

(b) "Hazardous material," as used in this clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(d) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(e) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (e)(1) above, in precedence over any other clause of this contract providing for rights in data.

(3) That the Government is not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies -

"This is furnished under United States Government Contract No. _____ and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of _____. This legend shall be marked on any reproduction of this data."

(5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Government without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data.

(f) The Contractor shall insert this clause, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

I.8 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall - within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;
(ii) The Contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.9 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause.

If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils.

Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
- (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority.

This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment

amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance.

The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor -

- (i) Is owed an interest penalty;
- (ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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

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

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

I.11 SECURITY CLASSIFICATION REQUIREMENTS
(NASA 18-52.204-75) (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Exhibit C.

STATEMENT OF WORK

ENVIRONMENTAL HEALTH AND PROTECTIVE
SUPPORT SERVICES

1-35-5100.3211
EXHIBIT A

FEBRUARY 12, 1991

NASA — **LANGLEY RESEARCH CENTER** —

HAMPTON, VA

236 65-52 25

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- Exhibit A Statement of Work, Environmental Health and Protective Support Services, February 12, 1991, 3 pages
- Exhibit B Contract Documentation Requirements, 4 pages
- Exhibit C Contract Security Classification Specification, DD Form 254, 2 pages
- Exhibit D Registers of Wage Determination and Fringe Benefits, 28 pages
- Exhibit E Installation-Provided Government Property, February 12, 1991 4 pages
- Exhibit F Safety and Health Plan (to be provided by Contractor)
- Exhibit G Subcontracting Plan (to be provided by Contractor if offeror is a large business)
- Attachment 1 Certificate of Current Cost or Pricing Data, Form PROC./P-281, May 1986, 1 page
- Attachment 2 Contract Pricing Proposal Cover Sheet, Standard Form 1411, July 1987 with instructions, 4 pages
- Attachment 3 Government Estimated Staffing and Minimum Position Qualifications, 3 pages
- Attachment 4 Key Personnel Requirements, 1 page
- Attachment 5 Form No. A, Cost Proposal Summary Model, 1 page
- Attachment 6 Typical Annual Laboratory Support, 2 pages
- Attachment 7 Typical Quarterly Disposal Inventory, 2 pages

1.0 INTRODUCTION

The Contractor shall provide the personnel, management and supervision to conduct a comprehensive program of environmental health and protective support services for Langley Research Center. The primary objectives of the environmental program are the protection of the environment and the conservation of health, ensuring a work environment conducive to maximum productivity through the control of environmental factors which may cause accidents, illness, discomfort, and fatigue. Performance of the work under this contract is subject to the technical direction of the Contracting Officer's Technical Representative (COTR).

2.0 ENVIRONMENTAL CONTRACTOR TASKS

The Contractor shall perform environmental health services including the periodic monitoring and surveillance of all Langley Research Center facilities and work areas to identify and control health hazards. It includes all laboratory testing and hazardous waste management activities supporting a comprehensive environmental protection effort.

2.1 Industrial Hygiene - The Contractor shall identify, evaluate, and recommend controls for work place health hazards arising from the use of toxic chemicals, high noise sources, oxygen deficient atmospheres, temperature extremes, hazardous materials or other work environments which may present hazards to employees. Support shall be provided to the Langley Research Center Potentially Hazardous Material Committee as required by the Langley Research Center Safety Manual (LHB 1710.12).

2.2 Health Physics - The Contractor shall identify, evaluate, and recommend controls for work place health hazards arising from the use of radioactive materials, ionizing radiation such as produced by X-ray machines and accelerators, and sources of nonionizing radiation such as lasers and inclusive of those sources emitting at infrared, ultraviolet and visible wavelengths. The Contractor shall serve as the Center's Radiation Safety Officer and shall provide support to the Langley Research Center Ionizing Radiation Committee and Langley Research Center Nonionizing Radiation Committee as required by the Langley Research Center Safety Manual (LHB 1710.5 and 1710.8).

2.3 Environmental Sanitation - The Contractor shall provide consultative services for environmental hazards or conditions arising from Langley Research Center operations and shall specifically include surveillance of pesticide use and the storage and disposal of hazardous materials.

2.4 Hazardous Waste Management - The Contractor shall provide hazardous waste transportation and disposal service. Transportation and disposal services shall be in compliance with all applicable Department of Transportation, Environmental Protection Agency (EPA), State, City and Langley Research Center Handbooks (LHB 1710.12, "Langley Research Center Safety Manual;" LHB 1710.5, "Ionizing Radiation;" LHB 1710.8, "Nonionizing Radiation;" LHB 2710.1, "Langley Research Center Noise Control and Hearing Conservation Program;" and LHB 1740.2, "Facility Safety Requirements"). Hazardous wastes may typically consist of

solids, liquids, and compressed gases and may include but not be limited to toxic corrosive, reactive, flammable, radioactive materials, asbestos and polychlorinated biphenyls (PCB's).

The Contractor shall also be responsible for the inventory, preliminary labeling, and storage of all hazardous wastes prior to the pick-up for transportation and disposal of hazardous wastes. This includes management of the hazardous waste holding facility.

2.5 Laboratory Analyses - The Contractor shall assess the magnitude of hazards or potential hazards by direct measurement of the physical, chemical, or biological agents involved. The Contractor shall perform required laboratory analyses in support of Langley Research Center Environmental and Safety and Occupational Health activities. Laboratory analysis task areas shall include:

2.5.1 Environmental Activities - Collection, analysis and identification of pollutants in water samples collected at Langley Research Center. Identification shall include determination of type and quantity of pollutants. Provide waste water surveillance of storm drains at Langley Research Center and monitor cooling tower blowdown and oil separators. Laboratory testing shall also support the hazardous waste management program.

2.5.2 Safety and Occupational Health Activities - Identify sources of air and water contaminants pertaining to the work environment. Determine type and quantity of contaminants from each source. Conduct various analytical tests as required in support of research operations.

Water and air samples shall be collected and analyzed using standard methods and procedures in accordance with requirements of the American Public Health Association (APHA), EPA, and National Institute of Occupational Safety and Health (NIOSH).

2.6 General Procedures - The Contractor shall use the NASA Langley Research Center Safety Manual, applicable Federal Standards, and other nationally recognized standards and guides in the execution of this environmental program. In support of this program, the Contractor shall:

2.6.1 Conduct periodic surveys of work places, operations and sites at which actual or potential hazards to health exist due to the nature and types of activities being conducted, e.g., materials being handled or contacted and the possibility of accidental releases or spills.

2.6.2 Perform in-depth evaluations of identified hazards and prepare specific recommendations for the elimination, prevention or control of these hazards.

2.6.3 Conduct follow-up surveys and investigations to determine status of recommended corrective actions and to verify their effectiveness when implemented.

2.6.4 Serve as the Hearing Conservation Officer for the Langley Research Center Hearing Conservation program per LHB 2710.1.

2.6.5 Perform periodic reviews of Langley Research Center programs for the control of asbestos and PCB materials.

2.6.6 Implement NASA Confined Space and Asbestos Removal Policy through the Confined Space and Asbestos Removal Permit Program in accordance with the Langley Research Center Safety Manual (LHB 1740.2).

2.7 Advisory Services - The Contractor shall advise the Langley Research Center Safety Manager in such matters as:

2.7.1 Providing technical assistance to engineering and planning organizations to incorporate measures and concepts for environmental health compliance in the early design stages of new facility construction or existing facility modification and the installation of new equipment.

2.7.2 Reviewing and critiquing design specifications of new facilities and modifications to existing facilities to ensure consideration of necessary health hazard controls.

2.8 Training Services - The Contractor shall provide training services to Langley Research Center personnel to ensure their awareness of appropriate criteria and procedures governing environmental health under hazardous work environment conditions.

EXHIBIT B

CONTRACT DOCUMENTATION REQUIREMENTSI. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Financial Management Reports--The Contractor shall comply with the Section I clause of this contract entitled "NASA 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 NASA Handbook "Procedures for Contractor Reporting of Correlated Cost and Performance Data" (NHB 9501.2) as further definitized below.

1. Due not later than the tenth (10th) operating day following the close of the Contractor's accounting month being reported.

2. Columns 7.b. and d. shall be completed using the time-phased financial baseline plan approved as part of the Management and Operations Plan.

3. Columns 8.a. and b. shall be completed using estimates (forecasts) for the succeeding two (2) months.

*4. Minimum reporting categories:

Labor Hours

Direct Labor Hours
Overtime Labor Hours
Subtotal Direct Labor Hours
Indirect Labor Hours
Total Hours

Costs

Labor:
Direct Labor Dollars
Overtime Labor Dollars
Subtotal Direct Labor Dollars
Indirect Labor Dollars
Total Labor Costs
Fringe Benefits/Overhead
ODCs
Material
Equipment
Training
Travel and Other
Subtotal
G&A
Total Cost
Fixed Fee
Cost Plus Fixed Fee (CPFF)

5. Each 533M shall include an attachment sheet detailing by month and by reporting category the planned hours and dollars from the approved financial baseline plan as compared to the actual and currently forecasted hours and dollars.

*These categories may change depending on the accounting system of the selected offeror.

6. Each 533M shall include a narrative explanation for variances exceeding ten (10) percent between planned hours and dollars and actual hours and dollars for each reporting category.

B. Quarterly Financial Management Report--The Contractor shall submit a quarterly financial report detailed by categories specified in paragraph A.4. above on NASA Form 533Q at times and in accordance with the instructions contained on the reverse side of the form.

C. Management and Operations Plan--Within thirty (30) calendar days after contract award, the Contractor shall submit for the Contracting Officer's approval a comprehensive Management and Operations Plan containing, as a minimum, the following:

1. Continuing Personnel Management--Detailed plans for maintaining competent staffing at each organizational level. These plans shall include: your company policies for minimizing turnover and retaining experienced personnel including salary, fringe benefits, leave programs; your recruiting methods and source of personnel for replacement and additional positions; your training and career development programs; methods for accommodating fluctuating workloads and handling personnel absences.

2. Operations Plan--Include detailed plans for: performing the work specified in the Statement of Work; tracking the work as well as supervising and monitoring performance; monitoring and enhancing the quality of work; integrating various work areas into an efficient operation; cost savings and productivity; recognizing, reporting, resolving and following-up on problems, procedures and policies for timekeeping including special leave and inclement weather situations; integrating subcontracted effort (if applicable); purchasing and subcontracting policies and procedures; cost reporting, tracking, forecasting and controlling actual vs. planned costs; tracking and controlling Installation-Provided Government Property.

3. Organization--An organization chart and narrative describing the proposed organization, Contractor/Government/subcontractor interfaces, lines of authority within the organization, and responsibilities and authority of the Key Personnel including a discussion of the proposed autonomy of the contract organization and its relationship with the "home office," if applicable.

4. Financial Baseline Plan--A time-phased financial baseline plan, detailing by month how you plan to incur costs for the period, shall be submitted for the 12-month base period. Financial baseline plans for priced option periods shall be submitted ten (10) days following the effective date of the option period. This plan shall include the periods by the cost categories specified in paragraph A.4. above. The total estimated cost and level of effort reflected in the baseline plans must equal the contract values for the total contract period.

The Management and Operations Plan shall be updated as required during the contract performance by submission of revised pages for approval of the Contracting Officer.

D. Monthly Progress Report--The Contractor shall submit a monthly progress report summarizing work progress, manpower utilization for assigned work orders, and material expenditures. This report shall be submitted within ten (10) days following the end of the reporting period.

E. Quarterly Accident/Injury Report--The Contractor shall submit a Quarterly Accident/Injury Report within ten (10) days after the end of each quarter.

F. Conformable Wage Rate Agreement--Within fifteen (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 Exhibit D.

*G. Subcontracting Reports--The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, Standard Form 295, Summary Subcontractor Report, and NASA Form 667, Report on NASA Subcontracts, in accordance with the instructions on the reverse of the form.

H. Annual Skill Mix and Wage Report--Within thirty (30) calendar days after the effective date of the contract and annually thereafter, the Contractor shall make available a skill mix and wage report to include company position title and current hourly rate. Follow-up reports shall be made available within thirty (30) calendar days following the end of each contract year to include the above information as well as the hourly labor rate and percentage of labor escalation (if any) from the previous report.

Company job titles different from the Government job titles specified in RFP 1-35-5100.3211 shall be cross referenced (unless new or additional) to the Government titles. Each report shall include an explanation by position for labor escalation which exceeds (to be negotiated) percent from the last report.

II. DOCUMENT DISTRIBUTION REQUIREMENTS--ALTERNATE I (LARC 52.210-96) (JUN 1988)

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

National Aeronautics and Space Administration
Langley Research Center
Attn: _____, Mail Stop ____
Contract NAS1-
Hampton, VA 23665-5225

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

*Not applicable to Small Business firms.

- A--Contract Specialist, Mail Stop 126
- B--Contracting Officer Technical Representative, Mail Stop 429
- C--Cost Accounting, Mail Stop 135
- D--Industry Relations Office, Mail Stop 105
- E--Program and Resource Division, Mail Stop 104
- F--According to instructions on form

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

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Financial Management Report (NASA Forms 533M and 533Q)	A-1, B-2, C-2, D-1, E-1
Management and Operations Plan and Revisions	A-1, B-2
Monthly Progress Report	A-1, B-3
Quarterly Accident/Injury Report	A-1, B-1
Conformable Wage Rate Agreement	A-1, B-1, D-1
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1
Summary Subcontractor Report (Standard Form 295)	A-1, F
Annual Skill Mix and Wage Report	A-1

D. 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.

EXHIBIT C
CONTRACT SECURITY CLASSIFICATION
SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		1. THE REQUIREMENTS OF THE DOD INDUSTRIAL SECURITY MANUAL APPLY TO ALL SECURITY ASPECTS OF THIS EFFORT. THE FACILITY CLEARANCE REQUIRED IS: SECRET				
2. THIS SPECIFICATION IS FOR:		3. CONTRACT NUMBER OR OTHER IDENTIFICATION NUMBER <i>(Prime contracts must be shown for all subcontracts)</i>	4. DATE TO BE COMPLETED <i>(Estimated)</i>	5. THIS SPECIFICATION IS: <i>(See "NOTE" below. If item b or c is "X'd", also enter date for item a)</i>		
a. PRIME CONTRACT	b. PRIME CONTRACT NUMBER			<input checked="" type="checkbox"/> ORIGINAL <i>(Complete date in all cases)</i> DATE 10-3-90 <input type="checkbox"/> b. REVISED <i>(supersedes all previous specifications)</i> REVISION NO. DATE <input type="checkbox"/> c. REQUEST FOR BIO. REQUEST FOR PROPOSAL OR RFP FOR QUOTATION c. IDENTIFICATION NUMBER c. DUE DATE X RFP 1-35-5100.3211 03-31-91 <input type="checkbox"/> FINAL DATE		
6. Is this a follow-on contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, complete the following:						
a. PRECEDING CONTRACT NUMBER		b. DATE COMPLETED		c. Accountability for classified material on preceding contract		
<input checked="" type="checkbox"/> Is <input type="checkbox"/> Is not, transferred to this follow-on contract.						
7a. Name, Address & Zip Code of Prime Contractor *		b. FSC Number	c. Name, Address & Zip Code of Cognizant Security Office			
N/A		N/A	N/A			
8a. Name, Address & Zip Code of First Tier Subcontractor *		b. FSC Number	c. Name, Address & Zip Code of Cognizant Security Office			
N/A		N/A	N/A			
9a. Name, Address & Zip Code of Second Tier Subcontractor, or facility associated with IPB, RFP OR RFO *		b. FSC Number	c. Name, Address & Zip Code of Cognizant Security Office			
N/A		N/A	N/A			
* When actual performance is at a location other than that specified, identify such other location in Item 15						
10a. General identification of the Procurement for which this specification applies			b. DoDAAD Number of Procuring Activity identified in Item 16d			
Provide environmental health and protection support.			803301			
c. Are there additional security requirements established in accordance with paragraph 1-114 or 1-115, ISR? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If YES, identify the pertinent contractual documents in Item 15						
d. Are any elements of this contract outside the inspection responsibility of the cognizant security office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If YES, explain in Item 15 and identify specific areas or elements						
11	ACCESS REQUIREMENTS	YES	NO	ACCESS REQUIREMENTS (Continued)	YES	NO
a.	Access to Classified Information Only at other contractor/Government activities.	X		j. Access to SENSITIVE COMPARTMENTED INFORMATION.		X
b.	Receipt of classified documents or other material for reference only (no generation)		X	k. Access in other Special Access Program Information (Specify in Item 15).		X
c.	Receipt and generation of classified documents or other material.		X	l. Access to U. S. classified information outside the U. S., Panama Canal Zone, Puerto Rico, U. S. Possessions and Trust Territories.		X
d.	Fabrication/Modification/Storage of classified hardware.		X	m. Defense Documentation Center or Defense Information Analysis Center Services may be requested.		X
e.	Graphic arts services only.		X	n. Classified ADP processing will be involved.		X
f.	Access to IPO information.		X	o. REMARKS:		
g.	Access to RESTRICTED DATA		X			
h.	Access to classified COMSEC information.		X			
i.	Cryptographic Access Authorization required.		X			
12. Refer all questions pertaining to contract security classification specification to the official named below (NORMALLY, thru ACO (Item 16a); EMERGENCY, direct with written record of inquiry and response to ACO) (thru prime contractor for subcontracts).						
a. The classification guidance contained in this specification and attachments referenced herein is complete and adequate.						
b. Typed name, title and signature of program/project manager or other designated official			c. Activity name, address, Zip Code, telephone number and office symbol			
V. William Wessel TRCO MS 429			NASA Langley Research Center MS 429 Hampton, VA 23665-5225 (804) 864-7233			
NOTE: Original Specification (Item 3a) is authority for contractors to mark classified information. Revised and Final Specifications (Items 5b and c) are authority for contractors to remark the regraded classified information. Such actions by contractors shall be taken in accordance with the provisions of the Industrial Security Manual.						

13a. Information pertaining to classified contracts... shall not be released for public dissemination except as provided by the Industrial Security Manual (paragraph 30 and Appendix IX).

b. Proposed public releases shall be submitted for approval prior to release. Direct Through (Specify):

N/A

to the Directorate For Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review in accordance with paragraph 30 of the Industrial Security Manual.

* In the case of non-DoD User Agencies, see footnote, paragraph 30, Industrial Security Manual.

14. Security Classification Specifications for this solicitation/contract are identified below ("X" applicable box(es) and supply attachments as required). Any narrative or classification guide(s) furnished shall be annotated or have information appended to clearly and precisely identify each element of information which requires a classification. When a classification guide is utilized, that portion of the guide(s) pertaining to the specific contractual effort may be extracted and furnished the contractor. When a total guide(s) is utilized, each individual portion of the guide(s) which pertains to the contractual effort shall be clearly identified in Item 14b. The following information must be provided for each item of classified information identified in an extract or guide:

(I) Category of classification, (II) Date or event for declassification or review for declassification, and (III) The date or event for downgrading (if applicable).

The official named in Item 12b, is responsible for furnishing the contractor copies of all guides and changes thereto that are made a part of this specification. Classified information may be attached or furnished under separate cover.

below

- a. A completed narrative is (1) ~~attached~~, or (2) transmitted under separate cover and made a part of this specification.
b. The following classification guide(s) is made a part of this specification and is (1) attached, or (2) transmitted under separate cover.
c. Service type contract/subcontract.
d. "X" only if this is a final specification and item 6 is a "NO" answer.
e. Annual review of this DD Form 254 is required.

15. Remarks (Whenever possible, illustrate proper classification, declassification, and if applicable, downgrading instructions).

In the course of this contract the individuals employed by the contractor will be required, on a regular basis, to have access to classified test models and classified documents concerning environmental research. The highest level of classification for the contract is SECRET and the contract performance is restricted to the Langley Research Center, Hampton, Virginia. Instructions as to the handling and safeguarding of the classified information and material will be provided on a case by case basis and will be in consonance with the appropriate portions of the Industrial Security Manual (DoD 5220.22M).

No pre-award access to classified information or material is required. When the successful bidder has been selected, a DD254 will be issued governing access and protection of classified information and/or material involved.

16a. Contract Security Classification Specifications for Subcontracts issuing from this contract will be approved by the Office named in Item 16e below, or by the prime contractor, as authorized. This Contract Security Classification Specification and attachments referenced herein are approved by the User Agency Contracting Officer or his Representative named in Item 16b below.

REQUIRED DISTRIBUTION: [X] Prime Contractor, [X] Cognizant Security Office, [X] Administrative Contracting Office, [X] Program/Project Manager. ADDITIONAL DISTRIBUTION: [X] NASA, NIS-5/Security, [X] Security Branch, MS 182. b. Typed name and title of approving official: Billy J. Smith, Security Classification Officer. c. Signature: [Handwritten Signature]. d. Approving official's activity address and Zip Code: NASA, Langley Research Center, MS 182, Hampton, VA 23665-5225. e. Name, address and Zip Code of Administrative Contracting Office: NASA, Langley Research Center, MS 126, Hampton, VA 23665-5225 (804) 864-2522.

EXHIBIT D

REGISTERS OF WAGE DETERMINATIONS AND FRINGE BENEFITS

78-1030 (Rev. 19) August 2, 1990
87-209 (Rev. 7) October 16, 1990

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

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Alan L. Moss

Director Division of
 Wage Determinations

Page 1 of 4 pages

State: Virginia	VA
Area: NASA Langley Research Center in Hampton	223

Wage Determination No.: 78-1030 (Rev. 19) Date: 8-2-90

Class of Service Employees	Fringe Benefit Payments			
	Minimum Hourly Wage	Health & Welfare	Vacation	Holiday Other
1. Secretary V	\$9.88			
2. Secretary IV	9.46			
3. Secretary III	8.62			
4. Secretary II	8.10			
5. Secretary I	7.00			
6. Stenographer II	7.99			
7. Stenographer I	7.13			
8. Typist II	7.19			
9. Typist I	6.02			
10. Word Processor II	7.47			
11. Word Processor I	6.03			
12. File Clerk III	6.53			
13. File Clerk II	5.36			
14. File Clerk I	4.83			
15. Messenger	5.19			
16. Receptionist	5.74			
17. Switchboard Operator	5.89			
18. Switchboard Operator - Receptionist	6.18			
19. Order Clerk I	7.75			
20. Order Clerk I	5.91			
21. Accounting Clerk IV	6.76			
22. Accounting Clerk III	6.05			

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

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor



Alan L. Moss, Division of
 Director, Wage Determinations

LOCALITY	State; Virginia	VA
	Area: NASA Langley Research Center in Hampton	223
Wage Determination No.: 78-1030 (Rev. 19)		Date: 8-2-90
Minimum Hourly Wage	Fringe Benefit Payments	
	Health & Welfare	Vacation Holiday Other

Class of Service Employees	Minimum Hourly Wage	Health & Welfare	Vacation	Holiday	Other
23. Accounting Clerk II	\$ 7.73				
24. Accounting Clerk I	6.17				
25. Payroll Clerk	7.10				
26. Key Enter Operator II	7.36				
27. Key Enter Operator I	5.95				
28. Computer Systems Analyst III 4/	18.11				
29. Computer System Analyst II 4/	15.51				
30. Computer System Analyst I 4/	13.72				
31. Computer Programmer III 4/	15.01				
32. Computer Programmer II 4/	12.64				
33. Computer Programmer I 4/	10.23				
34. Computer Operator III 4/	10.07				
35. Computer Operator II	8.43				
36. Computer Operator I	7.19				
37. Peripheral Equipment Operator	6.71				
38. Computer Data Librarian	6.97				
39. Drafter V	15.30				
40. Drafter IV	12.58				
41. Drafter III	10.03				
42. Drafter II	8.23				
43. Drafter I	6.61				
44. Technician III	11.56				

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

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



Alan L. Moss - Division of
 Director - Wage Determinations

LOCALITY	State: Virginia	VA
	Area: NASA Langley Research Center in Hampton	223

Wage Determination No.: 78-1030 (Rev. 19) Date: 8-2-90

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

45. Technician II	\$ 9.61			
46. Technician I	7.75			
47. Registered Industrial Nurse 4/	12.62			
48. Emergency Medical Technician 4/	9.42			
49. Inventory Clerk	5.08			
50. Photo Laboratory Technician	7.52			
51. Computer Operator IV	11.58			

Fringe benefits applicable to all service employees employed on the contract:

1/ Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing and average of \$1.84 per hour computed on the basis of all hours worked by service employees employed on the contract. (See 29 CFR 4.175(b).)

2/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173).

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

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

Alan L. Moss
 Alan L. Moss, Division of
 Director, Wage Determinations

LOCALITY	State: Virginia Area: NASA Langley Research Center in Hampton	VA 223
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Wage Determination No.: 78-1030 (Rev. 189 Date: 8-2-90)

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

- 3/ 10 paid holidays per year: New Year's Day, Martin Luther King, Jr.' 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.)
- 4/ The term "Service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Labor Standards Act. (See CFR, Part 541.)

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 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 actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 a week (or 67 cents a 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.

NOTE: 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all 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 4).

Appendix B. Occupational Descriptions

The primary purpose of preparing job descriptions for the Bureau's wage surveys is to assist its field representatives in classifying into appropriate occupations workers who are employed under a variety of payroll titles and different work arrangements from establishment to establishment and from area to area. This permits grouping of occupational wage rates representing comparable job content. Because of this emphasis on comparability of occupational content, the Bureau's job descriptions may differ significantly from those in use in individual establishments or those prepared for other purposes. In applying these job descriptions, the Bureau's field representatives are instructed to exclude working supervisors; apprentices; and part-time, temporary, and probationary workers. Handicapped workers whose earnings are reduced because of their handicap are also excluded. Learners, beginners, and trainees, unless specifically included in the job description, are excluded.

The titles in this appendix are taken from the 1980 edition of the *Standard Occupational Classification Manual (SOC)*, issued by the U.S. Department of Commerce, Office of Federal Statistical Policy and Standards.

In general, the Bureau of Labor Statistics' occupational descriptions are much more specific than those found in the SOC manual. The BLS occupation, "Registered Industrial Nurse," for example, is limited to workers providing medical assistance and other related services (e.g., health education) to persons who are ill or become ill or suffer an injury in a factory or other establishment. The SOC occupation (code 29) includes a variety of registered nurses (e.g., school nurse, head nurse, general duty nurse, private duty nurse) that are excluded from the BLS description.

Thus, in comparing the results of this survey with other sources, factors such as differences in occupational definitions and survey scope should be taken into consideration.

Office

SECRETARY

Provides principal secretarial support in an office, usually to one individual, and, in some cases, also to the subordinate staff of that individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff. Works fairly independently, receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

Exclusions. Not all positions that are titled "secretary" possess the above characteristics. Examples of positions which are excluded from the definition are as follows:

- a. Clerks or secretaries working under the direction of secretaries or administrative assistants as described in e;
- b. Stenographers not fully performing secretarial duties;
- c. Stenographers or secretaries assigned to two or more professional, technical, or managerial persons of equivalent rank.
- d. Assistants or secretaries performing any kind of technical work, e.g., personnel, accounting, or legal

work;

e. Administrative assistants or supervisors performing duties which are more difficult or more responsible than the secretarial work described in LR-1 through LR-4.

f. Secretaries receiving additional pay primarily for maintaining confidentiality of payroll records or other sensitive information;

g. Secretaries performing routine receptionist, typing, and filing duties following detailed instructions and guidelines; these duties are less responsible than those described in LR-1 below;

h. Trainees

Classification by level. Secretary jobs which meet the required characteristics are matched at one of five levels according to two factors: (a) Level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched at one of the three LS levels below best describing the organization of the secretary's supervisor.

- LS-1 Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.
- LS-2 Organizational structures is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc.; supervisor usually directs staff through intermediate supervisors; internal procedures and administrative controls are

LS-3

Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments requiring constant attention to extensive formal coordination, clearances and procedural controls. Executive typically has: Financial decision making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in, such areas as personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship

between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one I.R level, the introductory paragraph at the beginning of each I.R level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

I.R-1 Carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Supervisor provides specific instructions on new assignments and checks completed work for accuracy. Performs varied duties including or comparable to the following:

- a. Responds to routine telephone requests which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; may send form letters.
- b. As instructed, maintains supervisor's calendar, makes appointments, and arranges for meeting rooms.
- c. Reviews materials prepared for supervisor's approvals for typographical accuracy and proper format.
- d. Maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, training plans, etc.
- e. Requisitions supplies, printing, maintenance, or other services. Types, takes and transcribes dictation, and establishes and maintains office files.

I.R-2 Handles differing situations, problems, and deviations in the work of the office according to the supervisor's general instructions, priorities, duties,

policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

- a. Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by the supervisor, appropriate staff member, or other offices. May prepare and sign routine, nontechnical correspondence in own or supervisor's name.
- b. Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings.
- c. Reviews outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assures that proper clearances have been obtained, when needed.
- d. Collects information from the files or staff for routine inquiries on office program(s) or periodic reports. Refers nonroutine requests to supervisor or staff.
- e. Explains to subordinate staff supervisor's requirements concerning office procedures. Coordinates personnel and administrative forms for the office and forwards for processing.

I.R-3 Uses greater judgment and initiative to determine the approach or action to take in nonroutine situations. Interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

- a. Based on a knowledge of the supervisor's views,

composes correspondence on own initiative about administrative matters and general office policies for supervisor's approval.

- b. Anticipates and prepares materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered.
- c. Reads publications, regulations, and directives and takes action or refers those that are important to the supervisor and staff.
- d. Prepares special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions.
- e. Advises secretaries in subordinate offices on new procedures, requests information needed from the subordinate offices for periodic or special conferences, reports, inquiries, etc. Shifts clerical staff to accommodate workload needs.

I.R.-4

Handles a wide variety of situations and conflicts involving the clerical or administrative functions of the office which often cannot be brought to the attention of the executive. The executive sets the overall objectives of the work. Secretary may participate in developing the work deadlines. Duties include or are comparable to the following:

- a. Composes correspondence requiring some understanding of technical matters; may sign for executive when technical or policy content has been

authorized.

- b. Notes commitments made by executive during meetings and arranges for staff implementation. Own initiative, arranges for staff member to represent organization at conferences and meetings, establishes appointment priorities, or reschedules or refuses appointments or invitations.
- c. Reads outgoing correspondence for executive's approval and alerts writers to any conflict with the file or departure from policies or executive's viewpoints; gives advice to resolve the problems.
- d. Summarizes the content of incoming materials, specially gathered information, or meetings to assist executive; coordinates the new information with background office sources, draws attention to important parts or conflicts.
- e. In the executive's absence, ensures that requests for action or information are relayed to the appropriate staff member; as needed, interprets request and helps implement action; makes sure that information is furnished in a timely manner; decides whether executive should be notified of important or emergency matters.

Exclude secretaries performing any of the following duties: Acts as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revises or clarifies procedures to eliminate conflict or duplication; identifies and resolves various problems that affect the orderly flow of

work in transactions with parties outside the organization. Prepares agenda for conferences; explains discussion topics to participants; drafts introduction and develops background information and prepares outlines for executive or staff members to use in writing speeches. Advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contacts from high-ranking outside officials (e.g., city or State officials, members of Congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgment and discretion.

Excluded from this definition are:

- a. Trainee positions not requiring a fully qualified stenographer.
- b. Secretaries providing the principal secretarial support in an office and performing more responsible and discretionary tasks, as described in L.R.1 through L.R.-4 in the secretary definition above.
- c. Stenographers who take dictation involving the frequent use of a wide variety of technical or specialized vocabulary. Typically this kind of vocabulary cannot be learned in a relatively short period of time, e.g., a month or two.
- d. Stenographers, such as shorthand reporters, who record material verbatim at hearings, conferences, or similar proceedings.

Criteria for Matching Secretaries by Level

Level of Secretary's Supervisor	LR-1	LR-2	LR-3	LR-4
IS-1	I*	II	III	IV
IS-2	I*	III	IV	V
IS-3	I*	IV	V	V

* Regardless of IS Level

STENOGRAPHER

Primary duty is to take dictation using shorthand, and to transcribe the dictation. May also type from written copy. May operate from a stenographic pool. May occasionally transcribe from voice recordings. (If primary duty is transcribing from recordings, see Transcribing-machine typist.)

Stenographer I

Takes and transcribes dictation, receiving specific assignments along with detailed instructions on such requirements as form and presentation. The transcribed material is typically reviewed in rough draft, and the final transcription is reviewed for conformance with the rough draft. May maintain files, keep simple records, or perform other relatively routine clerical tasks.

Stenographer II

Takes and transcribes dictation determining the most appropriate format. Performs stenographic duties requiring significantly greater independence and responsibility than Stenographer I. Supervisor typically provides general instructions. Work requires a thorough working knowledge of general business and office procedures and of the specific

business operations, organizations, policies, procedures, files, workflow, etc. Uses this knowledge in performing stenographic duties and responsible clerical tasks such as maintaining follow-up files; assembling material for reports, memoranda, and letters; composing simple letters from general instructions, reading and routing incoming mail, answering routine questions, etc.

TRANSCRIBING MACHINE TYPIST

Primary duty is to type copy of voice recorded dictation which does not involve varied technical or specialized vocabulary such as that used in legal briefs or reports on scientific research. May also type from written copy. May maintain files, keep simple records, or perform other relatively routine clerical tasks. (See Stenographer definition for workers involved with shorthand dictation.)

TYPIST

Uses a manual, electric, or automatic typewriter to type various materials. Included are automatic typewriters that are used only to record text and update and reproduce previously type items from magnetic cards or tape. May include typing of stencils, mats, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

- Excluded from this definition is work that involves:
 - a. Typing directly from spoken material that has been recorded on disks, cylinders, belts, tapes, or other similar media.
 - b. The use of varitype machines, composing equipment, or automatic equipment in preparing material for printing, and
 - c. Familiarity with specialized terminology in various keyboard commands to manipulate or edit the recorded text to accomplish revisions, or to perform tasks such as

extracting and listing items from the text, or transmitting text to other terminals, or using "soft" commands to have the machine reorder material. Typically requires the use of automatic equipment which may be either computer linked or have a programmable memory so that material can be organized in regularly used formats or preformed paragraphs which can then be coded and stored for future use in letters or documents.

Typist I

Performs one or more of the following: Copy typing from rough or clear drafts; or routine typing of forms, insurance policies, etc.; or setting up simple standard tabulations; or copying more complex tables already set up and spaced properly.

Typist II

Performs one or more of the following: Typing material in final form when it involves combining material from several sources; or responsibility for correct spelling, syllabication, punctuation, etc., of technical or unusual words or foreign language material; or planning layout and typing of complicated statistical tables to maintain uniformity and balance in spacing. May type routine form letters, varying details to suit circumstances.

WORD PROCESSOR

Primary duty is to operate word processing equipment to enter, store, retrieve, change, and present text or tabulations. Produces a variety of printed copy such as letters, documents, or reports. May enter regularly used formats or stored paragraphs that are organized and coded for future use. Recorded texts can be changed by rearranging paragraphs, replacing words, shifting lines, etc.

(Word processing equipment typically has a full- or partial-page video display screen (CRT) and a separate printer. The equipment may be integrated with a digital computer, have

telecommunications capabilities, and also have capabilities for adding to or upgrading features. Automatic or electronic typewriters with limited text editing capabilities and often with single line electronic display "windows" are not considered word processing equipment.)

Excluded from this definition are:

- a. Workers whose primary function is to enter a data base for purposes other than composition (see key entry operator);
- b. Workers who use equipment and data base for purposes such as accounting, inventory control, sales, or original writing and editing;
- c. Workers responsible for preparation of published reports; including page layout or selection of different type sizes.

Positions are classified into levels on the basis of the following definitions:

Word Processor I

Performs tasks requiring a knowledge of the word processing equipment and familiarity with the formats and forms used in the establishment. Proficiency in grammar, spelling, and punctuation is also required to produce printed materials accurately. May refer problems to supervisor or higher level processor, or refer to operating manual.

Word Processor II

Work at this level requires considerable classroom or on-the-job training and may involve working directly with task originator rather than through supervisor. In addition to work assignments described for level I, duties include one or more of the following:

- a. Uses the more sophisticated features of the equipment to carry out complex assignments, such as sorting, merging, and organizing text, or maintaining files;

- b. Applies knowledge of specialized terminology or foreign language;
- c. Tests new applications and procedures; or
- d. Trains lower level processors.

FILE CLERK

Files, classifies, and retrieves material in an established filing system. May perform clerical and manual tasks required to maintain files. Positions are classified into levels on the basis of the following definitions:

File Clerk I

Performs routine filing of material that has already been classified or which is easily classified in a simple serial classification system (e.g., alphabetical, chronological, or numerical). As requested, locates readily available material in files and forwards material; may fill out withdrawal charge. May perform simple clerical and manual tasks required to maintain and service files.

File Clerk II

Sorts, codes, and files unclassified material by simple (subject matter) headings or partly classified material by finer subheadings. Prepares simple related index and cross-reference aids. As requested, locates clearly identified material in files and forwards material. May perform related clerical tasks required to maintain and service files.

File Clerk III

Classifies and indexes file material such as correspondence, reports, technical documents, etc., in an established filing system containing a number of varied subject matter files. May also file this material. May keep records of various types in conjunction with the files. May lead a small group of lower level file clerks.

MESSENGER

Performs various routine duties such as running errands, operating minor office machines such as sealers or mailers, opening mail, distributing mail on a regularly scheduled route or in a familiar area, and other minor clerical work. May deliver mail that requires some special handling, e.g., mail that is insured, registered, or marked for special delivery.

Excluded are positions which include any of the following as significant duties:

- a. Operating motor vehicles.
- b. Delivering valuables or security-classified mail when the work requires a continuing knowledge of special procedures for handling such items.
- c. Weighing mail, determining postage, or recording and controlling registered, insured, and certified mail in the mail room.
- d. Making deliveries to unfamiliar or widely separated buildings or points which are not part of an established route; or
- e. Directing other workers.

RECEPTIONIST

Greets visitors, determines nature of visits, and directs visitors to appropriate persons. Receptionist duties may also include providing formation, making appointments, answering a telephone (other than switchboard or console), keeping a log of visitors, and issuing visitor passes. May also perform typing or other routine clerical duties which may occupy a major portion of time, and are usually performed at the reception desk.

This classification excludes workers operating a telephone switchboard or console, performing guard duties, or performing more difficult clerical duties.

SWITCHBOARD OPERATOR

Operates a telephone switchboard or console used with a private branch exchange (PBX) system to relay incoming,

outgoing, and intrasystem calls. May provide information to callers, record and transmit messages, keep record of calls placed and toll charges. Besides operating a telephone switchboard or console, may also type or perform routine clerical work (typing or routine clerical work may occupy the major portion of the worker's time, and is usually performed while at the switchboard or console). Chief or lead operators in establishments employing more than one operator are excluded. For an operator who also acts as a receptionist, see Switchboard operator-receptionist.

SWITCHBOARD OPERATOR-RECEPTIONIST

At a single position telephone switchboard or console, acts both as an operator--see Switchboard operator--and as a receptionist. Receptionist's work involves such duties as greeting visitors, determining nature of visitor's business and providing appropriate information; referring visitor to appropriate person in the organization or contacting that person by telephone and arranging an appointment; keeping a log of visitors.

INVENTORY CLERK

A person who keep periodic or perpetual records of the amount, kind, and value of merchandise, material, or stock on hand; makes an actual physical count of the stock items; compares inventories taken by other workers with office records, or check sales, equipment, shipping, production, purchases and stock records; checks clerical computations with physical count of stock, adjusting errors in computations or count; makes up inventory reports. May operate an adding machine.

ORDER CLERK

Receives written or verbal customer's purchase orders for material or merchandise from customers or sales people. Work typically involves some combination of the following duties: Quoting prices; determining availability of ordered items and suggesting substitutes when necessary; advising expected delivery date and method of delivery; recording order and

customer information on order sheets; checking order sheets for accuracy and adequacy of information recorded; ascertaining credit rating of customer; furnishing customer with acknowledgment of receipt of order; following up to see that order is delivered by the specified date or to let customer know of a delay in delivery; maintaining order file; checking shipping invoice against original order. Exclude workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

Positions are classified into levels according to the following definitions:

Order Clerk I

Handles orders involving items which have readily identified uses and applications. May refer to a catalog, manufacturer's manual, or similar document to insure that proper item is supplied or to verify price of ordered item.

Order Clerk II

Handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs, or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations.

ACCOUNTING CLERK

Performs one or more accounting tasks such as posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; examining and

verifying the clerical accuracy of various types of reports, lists, calculations, posting, etc.; preparing journal vouchers; or making entries or adjustments to accounts.

Levels I and II require a basic knowledge of routine clerical methods and office practices and procedures as they relate to the clerical processing and recording of transactions and accounting information. Levels III and IV require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system, where there are few variations in the types of transactions handled. In addition, some jobs at each level may require a basic knowledge and understanding of the terminology, codes, and processes used in an automated accounting system.

Accounting Clerk I

Performs very simple and routine accounting clerical operations, for example, recognizing and comparing easily identified numbers and codes on similar and repetitive accounting documents, verifying mathematical accuracy, and identifying discrepancies and bringing them to the supervisor's attention. Supervisor gives clear and detailed instructions for specific assignments. Employee refers to supervisor all matters not covered by instructions. Work is closely controlled and reviewed in detail for accuracy, adequacy, and adherence to instructions.

Accounting Clerk II

Performs one or more routine accounting clerical operations, such as: Examining, verifying, and correcting accounting transactions to ensure completeness and accuracy of data and proper identification of accounts, and checking that expenditures will not exceed obligations in specified accounts; totaling, balancing, and reconciling collection vouchers; posting data to transaction sheets where employee identifies proper accounts and items to be posted; and coding documents in accordance with a

chart (listing) of accounts. Employee follows specific and detailed accounting procedures. Completed work is reviewed for accuracy and compliance with procedures.

Accounting Clerk III

Uses a knowledge of double entry bookkeeping in performing one or more of the following: Posts actions to journals, identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; reviews computer printouts against manually maintained journals, detecting and correcting erroneous postings, and preparing documents to adjust accounting classifications and other data; or reviews lists of transactions rejected by an automated system, determining reasons for rejections, and preparing necessary correcting material. On routine assignments, employee selects and applies established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used are reviewed for technical accuracy.

Accounting Clerk IV

Maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: Reviews invoices and statements (verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit, determining accounts involved, coding transactions, and processing material through data processing for application in the accounting system); and/or analyzes and reconciles computer printouts with operating unit reports (contacting units and research causes of discrepancies, and taking action to ensure that accounts balance). Employee resolves problems in recurring assignments in accordance with previous training and experience. Supervisor provides suggestions for handling unusual or nonrecurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms

built into the accounting system.

NOTE: Excluded from level IV are positions responsible for maintaining either a general ledger or a general ledger in combination with subsidiary accounts.

PAYROLL CLERK

Performs the clerical tasks necessary to process payrolls and to maintain payroll records. Work involves most of the following: Processing workers' time or production records; adjusting workers' records for changes in wage rates, supplementary benefits, or tax deductions, editing payroll listings against source records; tracing and correcting errors in listings; and assisting in preparation of periodic summary payroll reports. In a nonautomated payroll system, computes wages. Work may require a practical knowledge of governmental regulations, company payroll policy, or the computer system for processing payrolls.

KEY ENTRY OPERATOR

Operates keyboard-controlled data entry device such as keypunch machine or key-operated magnetic tape or disk encoder to transcribe data into a form suitable for computer processing. Work requires skill in operating an alphanumeric keyboard and an understanding of transcribing procedures and relevant data entry equipment.

Positions are classified into levels on the basis of the following definitions:

Key Entry Operator I

Work is routine and repetitive. Under close supervision or following specific procedures or detailed instructions, works from various standardized source documents which have been coded and require little or no selecting, coding, or interpreting of data to be entered. Refers to supervisor problems arising from erroneous items, codes, or missing information.

Key Entry Operator II

Work requires the application of experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting, or coding items to be entered from a variety of source documents. On occasion may also perform routine work as described for level I.

NOTE: Excluded are operators above level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entries requiring a similar level of knowledge.

Does not include employees primarily responsible for the management or supervision of other electronic data processing employees, or systems analysts primarily concerned with scientific or engineering problems.

For wage study purposes, systems analysts are classified as follows:

Computer Systems Analyst I

Works under immediate supervision, carrying out analyses as assigned, usually of a single activity. Assignments are designed to develop and expand practical experience in the application of procedures and skills required for systems analysis work. For example, may assist a higher level systems analyst by preparing the detailed specifications required by programmers from information developed by the higher level analyst.

Computer Systems Analyst II

Works independently or under only general direction on problems that are relatively uncomplicated to analyze, plan, program, and operate. Problems are of limited complexity because sources of input data are homogeneous and the output data are closely related. (For example, develops systems for maintaining depositor accounts in a bank, maintaining inventory receivable in a retail establishment, or maintaining accounts in a manufacturing or wholesale establishment.) Confers with persons concerned to determine the data processing problems and advises subject-matter personnel on the implications of the data processing systems to be applied. OR

Works on a segment of a complex data processing scheme or system, as described for level III. Works independently on routine assignments and receives instruction and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to insure proper alignment with the overall system.

Professional and Technical

COMPUTER SYSTEMS ANALYST, BUSINESS

Analyzes business problems to formulate procedures for solving them by use of electronic data processing equipment. Develops a complete description of all specifications needed to enable programmers to prepare required digital computer programs. Work involves most of the following: Analyzes subject-matter operations to be automated and identifies conditions and criteria required to achieve satisfactory results; specifies number and types of records, files, and documents to be used; outlines actions to be performed by personnel and computers in sufficient detail for presentation to management and for programming (typically this involves preparation of work and data flow charts); coordinates the development of test problems and participates in trial runs of new and revised systems; and recommends equipment changes to obtain more effective overall operations. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

Computer Systems Analyst III

Works independently or under only general direction on complex problems involving all phases of systems analysis. Problems are complex because of diverse sources of input data and multiple-use requirements of output data. (For example, develops an integrated production scheduling, inventory control, cost analysis, and sales analysis record in which every item of each type is automatically processed through the full system of records and appropriate follow-up actions are initiated by the computer.) Confers with persons concerned to determine the data processing problems and advises subject-matter personnel on the implications of new or revised systems of data processing operations. Makes recommendations, if needed, for approval of major systems installations or changes and for obtaining equipment.

May provide functional direction to lower level systems analysts who are assigned to assist.

COMPUTER PROGRAMMER, BUSINESS

Converts statements of business problems, typically prepared by a systems analyst, into a sequence of detailed instructions which are required to solve the problems by automatic data processing equipment. Working from charts or diagrams, the programmer develops the precise instructions which, when entered into the computer system in coded language, cause the manipulation of data to achieve desired results. Work involves most of the following. Applies knowledge of computer capabilities, mathematics, logic employed by computers, and particular subject matter involved to analyze charts and diagrams of the problem to be programmed; develops sequence of program steps; writes detailed flow charts to show order in which data will be processed; converts these charts to coded instructions for machine to follow; tests and corrects programs; prepares instructions for operating personnel during production run; analyzes, reviews, and alters programs to increase operating efficiency or adapt to new requirements; maintains records of

program development and revisions. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

Does not include employees primarily responsible for the management or supervision of other electronic data processing employees, or programmers primarily concerned with scientific and/or engineering problems.

For wage study purposes, programmers are classified as follows:

Computer Programmer I

Makes practical applications of programming practices and concepts usually learned in formal training courses. Assignments are designed to develop competence in the application of standard procedures to routine problems. Receives close supervision on new aspects of assignments; and work is reviewed to verify its accuracy and conformance with required procedures.

Computer Programmer II

Works independently or under only general direction on relatively simple programs, or on simple segments of complex programs. Programs (or segments) usually process information to produce data in two or three varied sequences or formats. Reports and listings are produced by refining, adapting, arraying, or making minor additions to or deletions from input data which are readily available. While numerous records may be processed, the data have been refined in prior actions so that the accuracy and sequencing of data can be tested by using a few routine checks. Typically, the program deals with routine recordkeeping operations. OR

Works on complex programs (as described for level III) under close direction of a higher level programmer or supervisor. May assist higher level programmer by independently performing less difficult tasks assigned, and performing more difficult tasks

under fairly close direction. May guide or instruct lower level programmers.

Computer Programmer III

Works independently or under only general direction on complex problems which require competence in all phases of programming concepts and practices. Working from diagrams and charts which identify the nature of desired results, major processing steps to be accomplished, and the relationships between various steps of the problem solving routine; plans the full range of programming actions needed to efficiently utilize the computer system in achieving desired end products.

At this level, programming is difficult because computer equipment must be organized to produce several interrelated but diverse products from numerous and diverse data elements. A wide variety and extensive number of internal processing actions must occur. This requires such actions as development of common operations which can be reused, establishment of linkage points between operations, adjustments to data when program requirements exceed computer storage capacity, and substantial manipulation and resequencing of data elements to form a highly integrated program.

May provide functional direction to lower level programmers who are assigned to assist.

COMPUTER OPERATOR

In accordance with operating instructions, monitors and operates the control console of a digital computer to process data. Executes runs by either serial processing (processes one program at a time) or multiprocessing (processes two or more programs simultaneously). The following duties characterize the work of a computer operator:

- a. Studies operating instructions to determine equipment setup needed;
- b. Loads equipment with required items (tapes, cards, disks, paper, etc.)

- c. Switches necessary auxiliary equipment into system;
- d. Starts and operates computer.
- e. Responds to operating and computer output instructions;
- f. Reviews error messages and makes corrections during operation or refers problems;
- g. Maintains operating record.

May test run new or modified programs. May assist in modifying systems or programs. The scope of this definition includes trainees working to become fully qualified computer operators, fully qualified computer operator, and lead operators providing technical assistance to lower level operators. It excludes workers who monitor and operator remote terminals.

For wage study purposes, computer operators are classified as follows:

Computer Operator I

Work assignments are limited to established production runs (i.e., programs which present few operating problems). Assignments may consist primarily of on-the-job training (sometimes augmented by classroom instruction). When learning to run programs, the supervisor or a higher level operator provides detailed written or oral guidance to the operator before and during the run. After the operator has gained experience with a program, however, the operator works fairly independently in applying standard operating or corrective procedures in responding to computer output instructions or error conditions, but refers problems to a higher level operator or the supervisor when standard procedures fail.

Computer Operator II

In addition to established production runs, work assignments include runs involving new programs, applications, and procedures (i.e., situations which require the operator to adapt to a variety of problems). At this level, the operator has the training and experience to work fairly independently in carrying out most assignments. Assignments may require the operator to select

from a variety of standard setup and operating procedures. In responding to computer output instructions or error conditions, applies standard operating or corrective procedures, but may deviate from standard procedures when standard procedures fail if deviation does not materially alter the computer unit's production plans. Refers the problem or aborts the program when procedures applied do not provide a solution. May guide lower level operators.

Computer Operator III

In addition to work assignments described for Computer Operator II (see above) the work of Computer Operator III involves at least one of the following:

- a. Deviates from standard procedures to avoid the loss of information or to conserve computer time even though the procedures applied materially alter the computer unit's production plans;
- b. Tests new programs, applications, and procedures;
- c. Advises programmers and subject-matter experts on setup techniques;
- d. Assists in (1) maintaining, modifying, and developing operating systems or programs; (2) developing operating instructions and techniques to cover problem situations; and/or (3) switching to emergency backup procedures (such assistance requires a working knowledge of program language, computer features, and software systems).

An operator at this level typically guides lower level operators.

PERIPHERAL EQUIPMENT OPERATOR

Operates peripheral equipment which directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, card read/punches, tape readers, tape units or drives, disk

units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a peripheral equipment operator:

- a. Loading printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy;
- b. Labeling tape reels, disks or card decks;
- c. Checking labels and mounting and dismounting designated tape reels or disks on specified units or drives;
- d. Setting controls which regulate operation of the equipment;
- e. Observing panel lights for warnings and error indications and taking appropriate action;
- f. Examining tapes, cards, or other material for creases, tears, or other defects which could cause processing problems.

This classification excludes workers (1) who monitor and operate a control console (see Computer Operator) or a remote terminal, or (2) whose duties are limited to operating decollaters, bursters, separators, or similar equipment.

COMPUTER DATA LIBRARIAN

Maintains library of media (tapes, disks, cards, cassettes) used for automatic data processing applications. The following or similar duties characterize the work of a computer data librarian: Classifying, cataloging, and storing media in accordance with a standardized system; upon proper requests, releasing media for processing; maintaining records of releases and return; inspecting returned media for damage or excessive wear to determine whether or not they need replacing. May perform minor repairs to damaged tapes.

DRAFTER

Performs drafting work requiring knowledge and skill in drafting methods, procedures, and techniques. Prepares drawings of structures, mechanical and electrical equipment, piping and duct systems and other similar equipment, systems, and assemblies. Uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings. Drawings are used to communicate engineering ideas, designs, and information in support of engineering functions.

The following are excluded when they constitute the primary purpose of the job:

- a. Design work requiring the technical knowledge, skill, and ability to conceive or originate designs;
 - b. Illustrating work requiring artistic ability;
 - c. Work involving the preparation of charts, diagrams, room arrangements, floor plans, etc.;
 - d. Cartographic work involving the preparation of maps or plats and related materials, and drawings of geological structures; and
 - e. Supervisory work involving the management of a drafting program or the supervision of drafters.
- Positions are classified into levels on the basis of the following definitions.

Drafter I

Working under close supervision, traces or copies finished drawings, making clearly indicated revisions. Uses appropriate templates to draw curved lines. Assignments are designed to develop increasing skill in various drafting techniques. Work is spotchecked during progress and reviewed upon completion.

NOTE: Exclude drafters performing elementary tasks while receiving training in the most basic drafting methods.

Drafter II

Prepares drawings of simple, easily visualized parts of equipment from sketches or marked-up prints. Selects

appropriate templates and other equipment needed to complete assignments. Drawings fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy.

Drafter III

Prepares various drawings of parts and assemblies, including sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting techniques and a working knowledge of the terms and procedures of the industry. Familiar or recurring work is assigned in general terms; unfamiliar assignments include information on methods, procedures, sources of information, and precedents to be followed. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results; more complex revisions are produced from sketches which clearly depict the desired product.

Drafter IV

Prepares complete sets of complex drawings which include multiple views, detail drawings, and assembly drawings. Drawings include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to compute weights, load capacities, dimensions, quantities of materials, etc. Working from sketches and verbal information supplied by an engineer or designer, determines the most appropriate views, detail drawings, and supplementary information needed to complete assignments. Selects required information from precedents, manufacturers' catalogs, and technical guides. Independently resolves most of the problems encountered. Supervisor or designer may suggest methods of approach or provide advice on unusually difficult problems.

NOTE: Exclude drafters performing work of similar difficulty to that described at this level but who provide support for

a variety of organizations which have widely differing functions or requirements.

Drafter V

Works closely with design originators, preparing drawings of unusual, complex or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawings produced. Exercises independent judgment in selecting and interpreting data based on a knowledge of the design intent. Although working primarily as a drafter, may occasionally perform engineering design work in interpreting general designs prepared by others or in completing missing design details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

TECHNICIAN

This classification includes various positions described as Electronics Technician, Instrument Technician, Mechanical Technician, Instrumentation Technician, Photo Lab Maintenance Technician, and Photo Optical Technician among others. Works on various types of electronic, optical, mechanical, instrumentation, motion picture and film processing, photo optical, and calibration equipment and related devices by performing on or a combination of the following: Installing, fabricating, maintaining, repairing, overhauling, troubleshooting, modifying, constructing, testing, and operating work requires practical application of technical knowledge of related principles, ability to determine malfunctions and to resolve problems, and skills to maintain equipment in required operating condition.

Positions are classified into levels on the basis of the

following definitions.

Class I

Applies working technical knowledge to perform simple or routine tasks in working on various equipment following detailed instructions which cover virtually all procedures. This knowledge may be acquired through assignments designed to increase competence (including classroom training) so that worker can advance to higher level technician.

Receives technical guidance, as required from supervisor or higher level technician. Work is typically spot checked, but is given detailed review when new or advanced assignments are involved. (Assignments may include operational duties.)

Class II

Applies comprehensive technical knowledge to solve complex problems (i.e., those that typically can be solved solely by properly interpreting manufacturers' manuals or similar documents) in working on various equipment.

Receives technical guidance, as required, from supervisor or higher level technician and work is reviewed for specific compliance with accepted practices and work assignments. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class III

Applies advanced knowledge to solve unusually complex problems (i.e., those that typically cannot be solved solely by reference to manufacturers' manuals or similar documents) in working on various equipment.

Work may be reviewed by supervisor (frequently an engineer or designer) for general compliance with accepted practices. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

REGISTERED INDUSTRIAL NURSE

A registered nurse gives nursing service under general medical direction to ill or injured employees or other persons who become ill or suffer an accident on the premises of a factory or other establishment. Duties involve a combination of the following: Giving first aid to the ill or injured; attending to subsequent dressing of employees' injuries; keeping records of patients treated; preparing accident reports for compensation or other purposes; assisting in physical examinations and health evaluations of applicants and employees; and planning and carrying out programs involving health education, accident prevention, evaluation of plant environment, or other activities affecting the health, welfare, and safety of all personnel. Nursing supervisors or head nurses in establishments employing more than one nurse are excluded.

EMERGENCY MEDICAL TECHNICIAN

Administers first aid treatment to sick or injured persons and transports them to a medical facility, working as member of emergency medical team. Responds to instructions from emergency medical dispatcher and drives specially equipped emergency vehicle to specified location. Monitors communication equipment to maintain contact with dispatcher. Removes or assists in removal of victims from scene of accident or catastrophe. Determines nature and extent of illness or injury, or magnitude of catastrophe, to establish first aid procedures to be followed or need for additional assistance, basing decisions on statements of persons involved, examination of victim or victims, and knowledge of emergency medical practice. Administers prescribed first aid treatment at site of emergency, or in specially-equipped vehicle, performing such activities as application of splints, administration of oxygen or intravenous injections, treatment of minor wounds or abrasions, or administration of artificial resuscitation. Communicates with professional medical personnel at emergency treatment facility to obtain instructions regarding further treatment and to arrange

for reception of victims at treatment facility. Assists in removal of victims from vehicle and transfer of victims to treatment center. Assists treatment center admitting personnel to obtain and record information related to victim's vital statistics and circumstances of emergency. Maintains vehicles and medical and communication equipment and replenishes first aid equipment and supplies. May assist in controlling crowds, protecting valuables, or performing other duties at scene of catastrophe. May assist professional medical personnel in emergency treatment administered at medical facility.

PHOTO LABORATORY TECHNICIAN

Applies fundamental processes, methods and techniques in the processing and printing of black and white photographs and/or slides, or transparencies. Applies specific criteria and standard procedures in contact or projection printing, processing negatives and/or producing slides and transparencies by projection, contact, or other copying processes. Operates film processing machines and equipment according to established procedures. Work does not involve any special knowledge about the subject matter; does not involve producing of special effects, dodging and burning or other involving processes; and does not include color work. Carries out routine tasks without close supervision; however, may receive assignments, assistance and review of work designed to train and develop in film processing techniques. Performs routine set up and maintenance of equipment and prepares routine reports as required. High school graduate plus technical photographic processing training and 1 year experience in photographic laboratory work.

AIRCRAFT MECHANIC

Services, repairs, and overhauls aircraft and aircraft engines to insure airworthiness: Repairs, replaces, and assembles parts, such as wings, fuselage, tail assembly, landing gear, control cables, propeller assembly, and fuel and oil tanks, using tools, such as power shears, sheet metal breaker, arc and

acetylene welding equipment, rivet gun, and air or electric drills to rebuild or replace airframe or its components. Consults manufacturers' manuals and airline's maintenance manual for specifications and to determine feasibility of repair or replacement according to malfunction. Examines engines for cracked cylinders and oil leaks and listens to detect sounds of malfunctioning, such as sticking or burnt valves. Inspects turbine blades to detect cracks or breaks. Tests engine operation, using testing equipment, such as ignition analyzer, compression checker, distributor timer, and ammeter to locate source of malfunction. Replaces or repairs worn or damaged components, such as carburetors, superchargers, and magnetos using handtools, gauges and testing equipment. Removes engine from aircraft, using hoist or forklift truck. Disassembles and inspects parts for wear, warping, or other defects. Repairs or replaces defective engine parts and reassembles and installs engine in aircraft. Adjusts and repairs electrical wiring system and aircraft accessories and instruments. Inspects, services, and repairs pneumatic and hydraulic systems. Performs miscellaneous duties to service aircraft, including flushing crankcase, cleaning screens, greasing moving parts, and checking brakes. May be required to be licensed by Federal Aviation Administration. May service engines and airframe components at line station making repairs, short of overhaul, required to keep aircraft in safe operating condition.

AIRCRAFT WORKER

Makes repairs to aircraft following orders of higher grade worker. Removes, cleans, reinstalls, or replaces defective parts, accessories, and components such as worn gaskets, couplings, and fittings; bad actuators, accumulators, gauges, sections of corroded fuel and oil lines, worn cable pulleys, frayed spark plug cables, and burned-out landing lights, using handtools. Makes adjustments and settings such as cable tension and seat movement settings and adjustments. Obtains standard parts such as fuel and oil line connections and fittings, cable linkage,

and spark plug cables and harnesses by referring to parts manuals and by making comparisons with samples.

AIRCRAFT MECHANIC HELPER

Assists in assembling and installing parts and units by getting tools and supplies, carrying materials, and lifting and holding materials in place during operation. Cleans work areas, and keeps work benches clean and orderly, and tools and machines clean and lubricated.

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

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor



Alan L. Moss
 Director

Division of
 Wage Determinations

LOCALITY	State: North Carolina, Virginia		
	Area: NC COUNTIES: PASQUOTANK VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK		
Wage Determination No.: 87-0209 (Rev. 7) Date: 10/16/1990			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

Furniture Maintenance and Repair, Machine Tool
 Operation and Repair Occupations, Material Handling and
 Packing Occupations, Mechanics and Maintenance and
 Repair Occupations, Transportation and Mobile Equipment
 Operation Occupations, and Plant and Systems Operation
 Occupations:

- | | |
|---|----------|
| 1. Material Coordinator | \$ 10.72 |
| 2. Order Filler | \$ 6.15 |
| 3. Tool & Parts Attendant | \$ 9.98 |
| 4. Warehouseman | \$ 7.00 |
| 5. Upholsterer | \$ 11.69 |
| 6. Laborer | \$ 8.89 |
| 7. Machine-Tool Operator
(Toolroom) | \$ 12.81 |
| 8. Tool and Die Maker | \$ 14.36 |
| 9. Fuel Distribution System
Operator | \$ 11.69 |
| 10. Material Handling Laborer | \$ 6.79 |
| 11. Forklift Operator | \$ 8.44 |
| 12. Shipper and Receiver | \$ 8.11 |
| 13. Shipper | \$ 8.11 |
| 14. Receiver | \$ 8.11 |
| 15. Shipping Packer | \$ 5.18 |

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Class of Service Employees

16. Aircraft Mechanic	\$ 12.81
17. Aircraft Mechanic Helper	\$ 9.98
18. Aircraft Servicer	\$ 9.98
19. Aircraft Worker	\$ 11.69
20. Appliance Mechanic	\$ 11.69
21. Carpenter, Maintenance	\$ 12.23
22. Carpet Layer	\$ 12.23
23. Electrician, Maintenance	\$ 14.36
24. Fire Extinguisher Repairman	\$ 9.98
25. General Maintenance Worker	\$ 7.36
26. Heating/Refrigeration/Air Conditioning Mechanic	\$ 12.81
27. Heavy Equipment Mechanic	\$ 12.81
28. Locksmith	\$ 11.69
29. Mechanic, Maintenance (Machinery)	\$ 12.81
30. Machinist, Maintenance	\$ 12.81
31. Maintenance Trades Helper	\$ 9.43
32. Mason, Maintenance	\$ 12.81
33. Millwright	\$ 12.81
34. Painter, Maintenance	\$ 12.23
35. Pipefitter, Maintenance	\$ 12.81
36. Plumber, Maintenance	\$ 12.23

State: North Carolina, Virginia

Area: NC COUNTIES: PASQUOTANK

VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON
 JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH
 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

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Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
			Other

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Wage Determination No.: 87-0209 (Rev. 7) Date: 10/16/1990

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

37. Sheet-Metal Worker, Maintenance	\$ 12.81			
38. Welder, Combination, Maintenance	\$ 12.81			
39. Woodworker	\$ 11.11			
40. Boiler Tender	\$ 12.23			
41. Sewage Plant Operator	\$ 12.23			
42. Stationary Engineer	\$ 12.81			
43. Bus Driver	\$ 8.06			
44. Heavy Equipment Operator	\$ 12.81			
45. Truckdriver, light	\$ 7.71			
46. Truckdriver, medium	\$ 8.06			
47. Truckdriver, heavy	\$ 8.51			
48. Truckdriver, Tractor-Trailer	\$ 8.94			
49. Roofer	\$ 9.98			
50. Hazardous Waste Handler	\$ 8.89			
51. Sign Painter	\$ 12.23			
52. Electrical Equipment Worker	\$ 11.69			

Fringe benefits applicable to all classes of service employees engaged in contract performance: 1/ 2/ 3/

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Class of Service Employees

LOCALITY	State: North Carolina, Virginia		
	Area: NC COUNTIES: PASQUOTANK VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK		
	Wage Determination No.: 87-0209 (Rev. 7)		Date: 10/16/1990
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
	Other		

1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$1.84 per hour computed on the basis of all hours worked by service employees employed on the contract. (See 29 CFR 4.175(b))

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

3/ HOLIDAYS: 10 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.)

NOTE: 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 procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all 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 4)

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a 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.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

ROOFER

Performs work of journeyman roofer. Repairs sub-roofing and supports such as replacing rafters and sheathing, building up sub-roofing to hold increased loads, occasionally roof pitch; applies composition, asphalt, asbestos, wood shingles, mission tile, and slate to roofs; installs sheathing and building papers or roofing felt and flashing; marks location for each row of shingles or tile, nailing to roof sheathing in overlapping courses. Installs and repairs barrel mission type tile to roof; installs three ply hot mop decking; sets and secures framing, mops it and sets tile.

HAZARDOUS WASTE HANDLER

WASTE RETENTION AND TRANSFER:

Works under the guidance of a Hazardous Waste Operator. Assists in collecting, consolidating, packaging, labeling, and transporting hazardous wastes and materials, operating the Oily Waste Retention and Transfer Station, cleaning stationary retention tanks and mobile tankers, inventorying wastes, keeping facilities clean and orderly, and stocking supplies.

SPILL RESPONSE:

Provides support services when required for Spill Response Team, including recording radio and phone messages, delivering equipment and materials, and cleaning up spills under the direct guidance of a Hazardous Waste Operator.

Other duties as assigned.

ELECTRICAL EQUIPMENT WORKER

Performs a variety of duties and related tasks associated with the fabrication, repair, and maintenance of Electrical Training Devices.

Works along or with higher graded worker in the design, construction, installation and maintenance of full scale Training Aids, devices, and exhibits, electrical systems, and components. Makes repairs that can be accomplished by removing, replacing, tightening, splicing, and soldering broken, worn, or damaged wiring, switches, control circuits, panels, relays, etc. 50%

Performs the common, most typical tasks involved in the modification of systems and equipment to simulate any operational function or malfunction and to emphasize critical malfunctioning by designing and building intricate switch and control systems, using plastic housing or cut-away designs which are not available commercially. 25%

Installs, repairs, and maintains a variety of electronic components and equipment. Works with tools of the trade to remove components from various exhibits or training devices for testing, repair and replacement. 25%

Maintains and repairs electrical tools and equipment used by training aids shop in constructing training devices. 10%

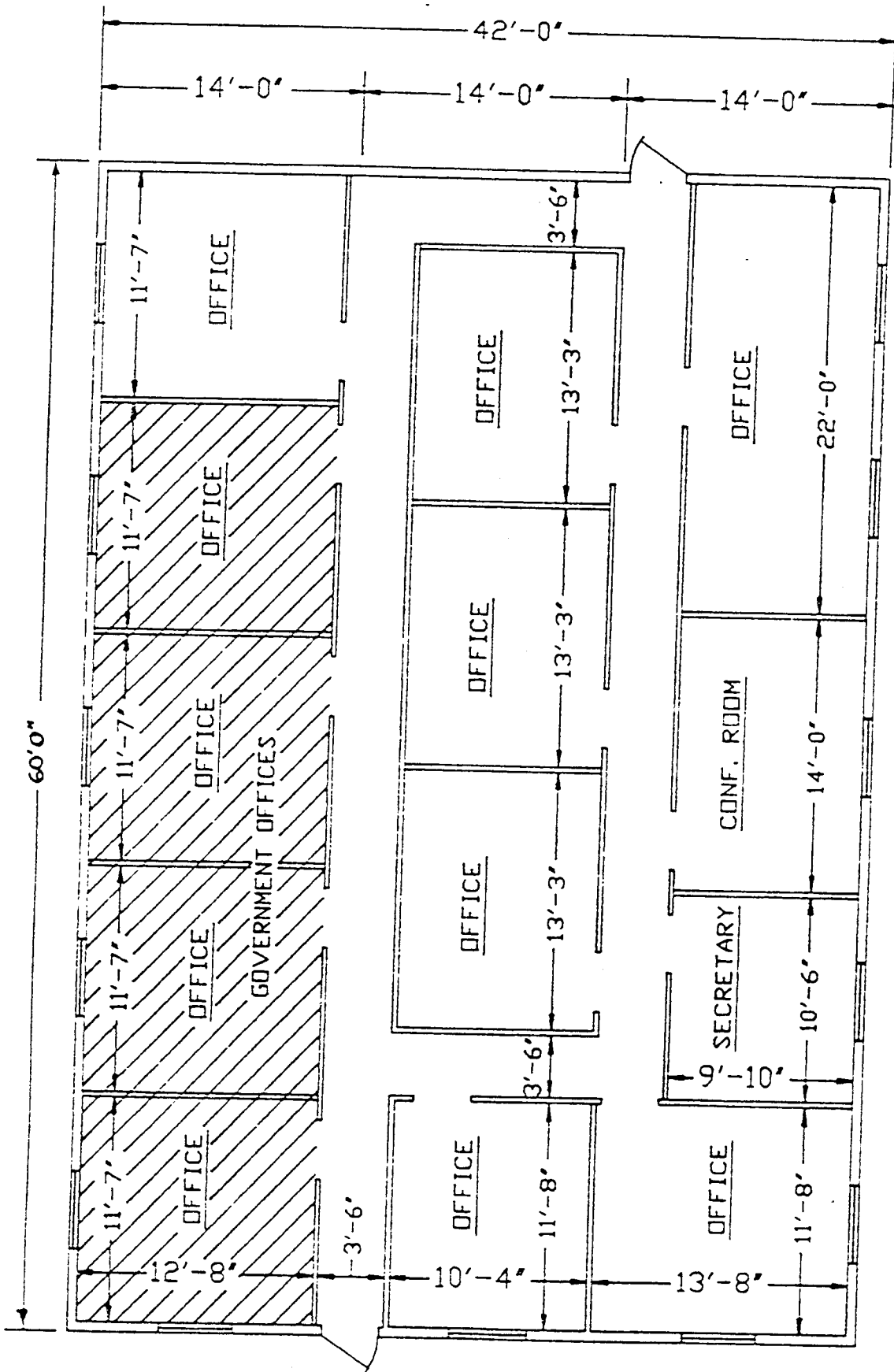
Performs other duties as assigned.

EXHIBIT E
INSTALLATION-PROVIDED GOVERNMENT PROPERTY

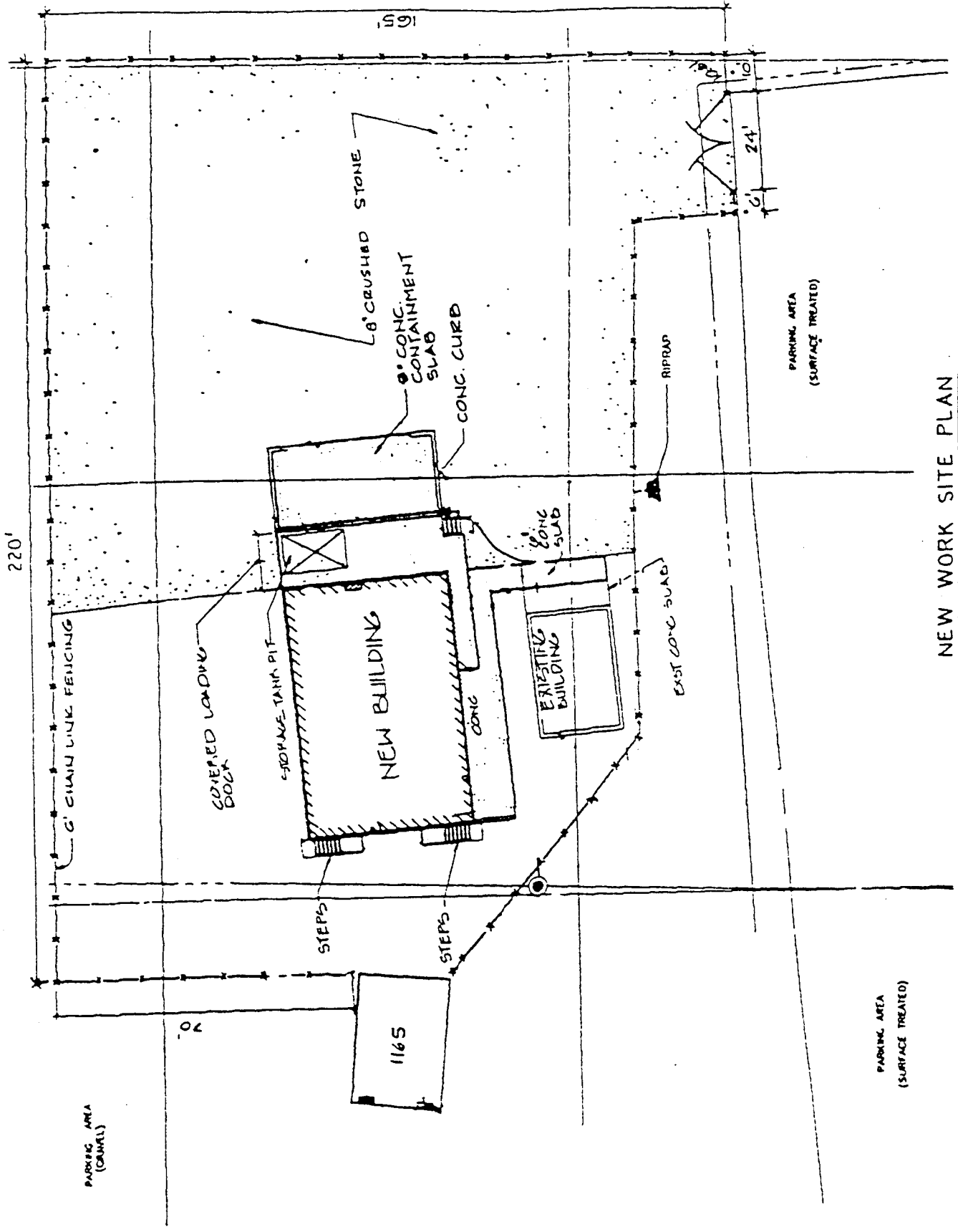
The Contractor environmental staff is to be housed in the Building 1162 trailer complex, Figure 1. The hazardous waste holding facility is shown on Figure 2.

All maintenance associated with installation-provided Government property and facilities is provided by the Government. This includes support for all equipment calibration, facility maintenance, and office software repairs.

Vehicles for hazardous waste transportation, as well as environmental monitoring and testing Installation-provided Government property is listed in Figure 3. The Government also provides all office furniture and file equipment.



1162 TRAILER COMPLEX



NEW WORK SITE PLAN

PARKING AREA (CHANNEL)

PARKING AREA (SURFACE TREATED)

PARKING AREA (SURFACE TREATED)

Figure 3 - Installation-Provided Government Property

<u>Item</u>	<u>Values</u>
Survey Meter (NARDA - Microwave)	\$ 3,652
Survey Meter (Victorees Thyac - Radiation)	620
Survey Meter (Eberline - Radiation "Gn")	676
Survey Meter (NARDA - Microwave)	3,817
Analyzer, Oxygen (Gas Tech)	520
Analyzer, Gas (Gas Tech - HC/O2)	4,465
Survey Meter (NARDA Microwave)	2,371
Analyzer, Sound (Metrosonics)	9,300
Analyzer, Gas (Gas Proportional - Radiation)	1,745
Survey Meter (NARDA - Microwave)	1,013
Survey Meter (Eberline Radiation)	590
Survey Meter (Victorees 740 Radiation)	300
Survey Meter (Nuclear Inst. Radiation)	350
Survey Meter (Eberline Radiation)	820
Monitor, Oxygen (Gas Tech)	1,060
Monitor, Gas (Fibrous Aerosol Monitor)	8,413
Detector, Gas (Neutronics "50" HC-02)	1,784
Cleaner, Vacuum (Mercury)	2,875
Monitor, Gas (6CA-CH-02)	12,950
Cleaner, Vacuum (Mercury)	1,001
Detector, Radiation (Eberline)	650
IBM Computer (3)	4,317
IBM Printer (3)	567
IBM Monitor (3)	1,077
IBM Modem (3)	3,840
IBM Disk Drive (3)	3,390
Miran - Portable Ambient Air Analyzer	15,625
Jerome - Mercury Meter	4,477
Metrosonics - Noise Dosimeter	9,195
Gilabrator - Calibrator for Pumps (low, medium, high)	4,540
3/4 ton stake body truck	16,000
3,000 lb. capacity forklift	12,000
Compact pick-up truck	9,000
TOTAL	<u>\$155,951</u>

EXHIBIT F

SAFETY AND HEALTH PLAN
(To be added at time of award)

EXHIBIT G

SUBCONTRACTING PLAN
(To be added at time of award)

ATTACHMENT 1
CERTIFICATE OF CURRENT COST OR PRICING DATA

ATTACHMENT 1

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
 LANGLEY RESEARCH CENTER
 HAMPTON, VIRGINIA 23665-5225

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**
 day month year

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

NAME _____

TITLE _____

 Date of Execution ***

*Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and the price agreement was reached.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 2
CONTRACT PRICING PROPOSAL COVER SHEET

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT NO.	MODIFICATION	FORM APPROVED OMB NO. 9000-0013
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))				
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NO.
4. TYPE OF CONTRACT ACTION (Check)				
<input type="checkbox"/> A. NEW CONTRACT		<input type="checkbox"/> D. LETTER CONTRACT		
<input type="checkbox"/> B. CHANGE ORDER		<input type="checkbox"/> E. UNPRICED ORDER		
<input type="checkbox"/> C. PRICE REVISION/REDETERMINATION		<input type="checkbox"/> F. OTHER (Specify)		
5. TYPE OF CONTRACT (Check)		6. PROPOSED COST (A+B-C)		
<input type="checkbox"/> FFP	<input type="checkbox"/> CPFF	<input type="checkbox"/> CPIF	<input type="checkbox"/> CPAF	
<input type="checkbox"/> FPI	<input type="checkbox"/> OTHER (Specify)			
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE		A. COST \$	B. PROFIT/FEE \$	C. TOTAL \$

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE
-----------------------------------	-----------------

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify) <input type="checkbox"/> YES <input type="checkbox"/> NO	11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) <input type="checkbox"/> YES <input type="checkbox"/> NO	11B. TYPE OF FINANCING (If one) <input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) <input type="checkbox"/> YES <input type="checkbox"/> NO	

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)	16. NAME OF FIRM
17. SIGNATURE	18. DATE OF SUBMISSION

TABLE 15.2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL*

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the contracting officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system. When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials--Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price.

Competitive Methods--For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$100,000 priced on a competitive basis, also provide data showing degree of competition, and the basis for establishing the source and reasonableness of price. For interorganizational transfers priced at other than cost of the comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see 31.205-26(e)).

Established Catalog or Market Prices/Prices Set by Law or Regulation--When an exemption from the requirement to submit cost or pricing data is claimed, whether the item was produced by others or by the offeror, provide justification for the exemption as required by 15.804-3(e).

Noncompetitive Methods--For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$100,000 priced on a noncompetitive basis, also provide data showing the basis for establishing source and reasonableness of price. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost by elements. As required by 15.806-2(a), provide a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is either (i) \$1,000,000 or more, or (ii) both more than \$100,000 and more than 10 percent of the prime contractor's proposed price. The contracting officer may require submission of cost or pricing data in support of proposals in lower amounts. Submit the results of the analysis of the prospective source's proposal as required by 15.806. When the submission of a prospective source's cost or pricing data is required as described above, it shall be included as part of the offeror's initial pricing proposal.

Direct Labor--Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs--Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs--List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on furnished articles) and provide bases for pricing.

Royalties--If more than \$250, provide the following information on a separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money--When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMB and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including--

a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

b. The nature and amount of any contingencies included in the proposed price.

3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the contracting officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the contracting officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.

4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.

*Federal Acquisition Regulation, paragraph 15.804-6(b).

5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.

7. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:

A. New Contracts (including Letter contracts).

COST ELEMENTS	PROPOSED CONTRACT ESTIMATE-TOTAL COST	PROPOSED CONTRACT ESTIMATE-UNIT COST	REFERENCE
(1)	(2)	(3)	(4)

Under Column (1)--Enter appropriate cost elements.

Under Column (2)--Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them.

Under Column (3)--Optional, unless required by the contracting officer.

Under Column (4)--Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

COST ELEMENTS	ESTIMATED COST OF ALL WORK DELETED	COST OF DELETED WORK ALREADY PERFORMED	NET COST TO BE DELETED	COST OF WORK ADDED	NET COST OF CHANGE	REFERENCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1)--Enter appropriate cost elements.

Under Column (2)--Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3)--Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4)--Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5)--Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them.

Under Column (6)--Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7)--Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination.

CUTOFF DATE	NUMBER OF UNITS COMPLETED	NUMBER OF UNITS TO BE COMPLETED	CONTRACT AMOUNT	REDETERMINATION PROPOSAL AMOUNT	DIFFERENCE
(1)	(2)	(3)	(4)	(5)	(6)

COST ELEMENTS	INCURRED COST- PREPRODUCTION	INCURRED COST- COMPLETED UNITS	INCURRED COST- WORK IN PROGRESS	TOTAL INCURRED COST	ESTIMATED COST TO COMPLETE	ESTIMATED TOTAL COST	REFERENCE
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1)--Enter the cutoff date required by the contract if applicable.

Under Column (2)--Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3)--Enter the number of units remaining to be completed under the contract.

Under Column (4)--Enter the cumulative contract amount.

Under Column (5)--Enter the offeror's redetermination proposal amount.

Under Column (6)--Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7)--Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8)--Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also show how the costs would be allocated to the units at their various stages of contract completion.

Under Columns (9) and (10)--Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11)--Enter total incurred costs (Total of Column (8), (9), and (10)).

Under Column (12)-- Enter those necessary and reasonable costs that in contractor's judgment will properly be incurred in completion the remaining work to be performed under the contract with respect to the item(s) to which contractor's proposal relates.

Under Column (13)--Enter total estimated cost (Total of Column (11) and (12)).

Under Column (14)--Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

ATTACHMENT 3
GOVERNMENT ESTIMATED STAFFING AND
MINIMUM POSITION QUALIFICATIONS

Estimated Staffing

<u>Title</u>	<u>Number</u>	<u>Clearance</u>
Chief, Environmental Support/Contract Manager	1	Secret
Health Physicist	1	Secret
Senior Industrial Hygienist	1	Secret
Environmental Industrial Hygienist	1	Secret
Industrial Hygienist	1	Secret
Environmental Specialist	1	Secret
Hazardous Materials Handler, Lead	1	Secret
Hazardous Materials Handler	2	Secret
Secretary/Administrative Assistant	1	Secret
	<u>10</u>	

ATTACHMENT 3

1. JOB TITLE Industrial Hygienist, Senior

QUALIFICATIONS Should be a graduate of an accredited college with a bachelor's degree in one of the Physical Sciences or a related field.

 Should have a minimum of ten (10) years of experience in the field of Industrial Hygiene. Experience is to be broad base, including normal industrial tasks and unique research activities.

 Shall be certified by the American Board of Industrial Hygienists for comprehensive practice.
2. JOB TITLE Industrial Hygienist, Environmental

QUALIFICATIONS Should be a graduate of an accredited college with a bachelor's degree in one of the Physical Sciences or a related field.

 Should have a minimum of five (5) years of experience in the field of Industrial Hygiene. Should have experience in asbestos, PCB and air emission activities.
3. JOB TITLE Industrial Hygienist

QUALIFICATIONS Should be a graduate of an accredited college with a bachelor's degree in one of the Physical Sciences or a related field.

 Should have one (1) to three (3) years experience in the field of Industrial Hygiene.
4. JOB TITLE Environmental Specialist

QUALIFICATIONS Should be a graduate of an accredited college with a bachelor's degree in one of the Physical Sciences or a related field.

 Should have five (5) years experience in hazardous waste management and a working knowledge of applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) regulations.

 Should also have a comprehensive knowledge of environmental sampling and corresponding analytical procedures.

5. JOB TITLE Hazardous Materials Handler, Lead
- QUALIFICATIONS
- Should be a high school graduate or equivalent. Should have a minimum of five (5) years of warehouse experience with a knowledge of inventory control and the safe storage, handling, and disposal of chemicals and related hazardous materials.
- Should have certified hazardous materials training, including chemical spill cleanup experience. Should be an experienced fork lift operator and be able to operate motor vehicles used in waste transportation about the Center.
6. JOB TITLE Hazardous Materials Handler
- QUALIFICATIONS
- Should be a high school graduate or equivalent. Should be a fork lift operator and be able to operate motor vehicles used in waste transportation about the Center.
- Should be knowledgeable in the safe handling of chemicals and spill cleanup procedures.
7. JOB TITLE Secretary/Administrative Assistant
- QUALIFICATIONS
- Should be a high school graduate or equivalent. Associate's degree from an accredited college desirable. Should have a minimum of five (5) years of secretarial and administrative experience to include knowledge of personal computers and word processing equipment. Should have at least three (3) years of procurement experience.

ATTACHMENT 4
KEY PERSONNEL REQUIREMENTS

ATTACHMENT 4

Position Qualifications

1. JOB TITLE

Chief, Environmental Support/Contract Manager

QUALIFICATIONS

Should be a graduate of an accredited college with a bachelor's degree in one of the Physical Sciences, or a related field. Should have a master's degree in Industrial Hygiene.

Should have a minimum of fifteen (15) years experience in the field of Industrial Hygiene. Experience is to have a broad base including normal industrial tasks and unique research activities.

Shall be certified by the American Board of Industrial Hygienists for comprehensive practice.

Should have experience in the administration of environmental subcontracts.

2. JOB TITLE

Health Physicist

QUALIFICATIONS

Should be a graduate of an accredited college with a bachelor's degree in one of the Physical Sciences or a related field.

Should have a minimum of ten (10) years of experience in the field of health physics.

Should have experience in both ionizing and nonionizing radiation with emphasis on lasers within the nonionizing category.

Shall meet U.S. Nuclear Regulatory Commission criteria for Radiation Safety Officer under the broad Research By-product Material License.

ATTACHMENT 5
FORM NO. A., COST PROPOSAL SUMMARY MODEL

[NOTE: A separate form for phase in (if applicable) and for each option should be provided in your proposal.]

RFP 1-22-1281-1109
 Company Name:

CGST PROPOSAL SUMMARY	Contract Period	Beginning: Ending:	Date-Month-Year Date-Month-Year	HOURS	COSTS
				-----	-----
1. DIRECT LEVEL OF EFFORT LABOR COSTS:					
Straight Time					
Overtime Excluding Premium					
Overtime Premium					
				-----	-----
TOTAL DIRECT LEVEL OF EFFORT LABOR COST					
2. DIRECT NON-LEVEL OF EFFORT LABOR COST:					
Straight Time					
Overtime Excluding Premium					
Overtime Premium					
				-----	-----
TOTAL DIRECT NON-LEVEL OF EFFORT LABOR COST					
3. FRINGES AND PAYROLL TAXES					
FICA					
FUI					
SUI					
Worker's Compensation					
General Liability Insurance					
Medical/Dental Insurance					
Life/Disability Insurance					
Paid Absence					
Pension					
Saving Plan					
Other (Identify)					

TOTAL FRINGES & PAYROLL TAXES					
4. OTHER COSTS:					
Travel					
Training					
Allocated Labor (O/H) Other Than G&A					
RFP Specified Replacement Parts/Components/Materials					
Subcontract					
Other (Identify)					

TOTAL OTHER COSTS					
5. G & A					
6. FACILITIES CAPITAL COST OF MONEY					

TOTAL COST					
7. FEE					

TOTAL COST PLUS FIXED FEE					

ATTACHMENT 6
TYPICAL ANNUAL LABORATORY SUPPORT

1. Virginia Pollution Discharge Elimination System (VPDES) Permit

- a. Monthly Water Samples from Ten Outfalls 120 samples

Parameters

Flow
 Temperature
 Oil and Grease
 pH

- b. Quarterly Water Samples from three outfalls, and Semiannual water samples from four outfalls 20 samples

Parameters

(1) Biological

- (a) acute and chronic toxicity with Mysid shrimp
 (b) acute and chronic toxicity with sheepshead minnow

(2) Chemical

- (a) Priority and nonpriority pollutants, extractable and volatile organics
 (b) 14 heavy metals, phenols and cyanide

2. Hampton Roads Sanitation District (HRSD) Permit

- a. Weekly composite water samples 52

Parameters

pH
 cyanide
 copper
 zinc
 silver

- b. Monthly grab water samples 24

Parameters

pH
 cadmium
 chromium
 copper
 lead
 mercury
 nickel
 silver
 pH

- c. Semiannual grab water samples 4

Parameter

Total toxic organics

Laboratory Support for Environmental Health

	No. Samples
PCB in Air	20
PCB in Oil	100
PCB in Soil	100
Breathing Air Quality	4
Metals in Air	
Mercury	8
Others	25
Organic Vapors	150
Second Component	30
Formaldehyde Vapors	15
Gas Chromatograph/Mass Spectrometer	30
Hazardous Waste Characterization	
Aqueous	50
Nonaqueous	25
Potable Water	
Microbiological	30
Total Trihalomethanes	18
Inorganic Chemicals	18
Asbestos Quantification and Identification	
Bulk Samples	150
Air Samples	100

ATTACHMENT 7
TYPICAL QUARTERLY DISPOSAL INVENTORY

HAZARDOUS WASTE GENERATED BY NASA LARC QUARTERLY

PAINT REMOVER	5 ea. 55 gallon drums
PAINT RELATED WASTES	5 ea. 55 gallon drums
PAINT AND SOLVENT MIX WASTE	5 ea. 55 gallon drums
STEEL GRIT/ABRASIVE CONT. W/CHROMIUM &/OR LEAD	10 to 30 ea. 55 gallon drums Project Dependent
EMPTY PAINT CANS	3 ea. 55 gallon drums
RESINS	2 ea. 55 gallon drums
VARIOUS WASTE SOLVENTS FREON, VARSOL, DEGREASERS, TOLUENE, ETC.	15 ea. 55 gallon drums
OILS CONTAMINATED WITH SOLVENTS	20 ea. 55 gallon drums
OIL DRY AND SOILS CONTAMINATED WITH OILS &/OR FUELS	10 ea. 55 gallon drums
100 OCTANE FUEL	1 ea. 55 gallon drums
JET FUEL	1 ea. 55 gallon drums
FUEL AND WATER	2 ea. 55 gallon drums
WASTE OIL - NHNR	50 ea. 55 gallon drums
ISOPROPYL ALCOHOL	2 ea. 55 gallon drums
PCB CONTAMINATED OILS AND CLEAN UP DEBRIS <500 PPM	20 to 50 ea. 55 gallon drums
LEAD CONTAMINATED WATER	3 to 5 ea. 55 gallon drums
ETHYLENE GLYCOL AND WATER	20 ea. 55 gallon drums
VARIOUS COMPRESSED GAS CYLINDERS PHOSGENE, HYDROGEN CHLORIDE, HYDROGEN FLUORIDE METHANE, PROPANE, NITROGEN TRIFLUORIDE, ARGON HYDROGEN SULFIDE, ETC.	10 lecture bottles
NICKEL-CADMIUM BATTERIES	1 ea. 55 gallon drums
GEL CELL BATTERIES	1 ea. 55 gallon drums
LITHIUM BATTERIES	1 ea. 55 gallon drums

ELECTROPLATING METAL HYDROXIDE SLUDGE (F006)	15 cubic yards
LAMINAR DEVELOPER	3 ea. 55 gallon drums
DEVELOPER AND STOP BATH	3 ea. 55 gallon drums
PHOTOPOSIT REMOVER	3 ea. 55 gallon drums
FUSING FLUID	1 ea. 55 gallon drums
DEVELOPER-REPLENISHER	3 ea. 55 gallon drums
BLEACH-FIX AND RELATED PHOTOGRAPHIC WASTES	20 ea. 55 gallon drums
FIXER & HARDNER	3 ea. 55 gallon drums
DEVELOPER, TONER, FINISHING SOLUTION, WASH, ACTIVATOR, ETC. FROM COPY MACHINES	3 ea. 55 gallon drums
AMMONIA	1 ea. 55 gallon drums
LEAD CONTAMINATED OIL (>100 PPM)	2 ea. 55 gallon drums
BETZ ENTEC CORROSION INHIBITORS	3 ea. 55 gallon drums
AMMONIUM HYDROXIDE	1 ea. 55 gallon drums
ADHESIVES	1 ea. 55 gallon drums
MERCURY CONTAMINATED ARTICLES	1 ea. 55 gallon drums
SULFURIC ACID	1 ea. 55 gallon drums
LEAD OXIDE SLAG	1 ea. 55 gallon drums
MEK	1 ea. 55 gallon drums
NITRIC ACID	2 ea. 55 gallon drums
MULTITUDE OF EXCESS LABORATORY CHEMICALS REACTIVES, POISONS, CORROSIVES, FLAMMABLES (i.e., ORGANOSILANE, DMAC, STYRENE, METHANOL W/RHODOMINE, ALUMINUM LITHIUM METAL, BERYLLIUM CONTAMINATED ARTICLES, SEALANTS) - LAB PACKS	20 ea. 55 gallon drums
ASBESTOS	40 cubic yards

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 LISTING OF PROVISIONS IN FULL TEXT

NOTICE: The following list of solicitation provisions are pertinent to this section and included in full text:

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

<u>PROVISION NUMBER</u>	<u>TITLE AND DATE</u>
52.203-4	Contingent Fee Representation and Agreement (APR 1984)
52.203-8	Requirement for Certificate of Procurement Integrity (NOV 1990) Alternate I (SEP 1990)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 1990)
52.204-3	Taxpayer Identification (NOV 1988)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989)
52.215-6	Type of Business Organization (JUL 1987)
52.215-11	Authorized Negotiators (APR 1984)
52.215-19	Period for Acceptance of Offer (APR 1984)
52.219-1	Small Business Concern Representation (FEB 1990)
52.219-2	Small Disadvantaged Business Concern Representation (FEB 1990)
52.219-3	Women-Owned Small Business Representation (APR 1984)
52.222-19	Walsh-Healy Public Contracts Act Representation (APR 1984)
52.222-21	Certification of Nonsegregated Facilities (APR 1984)
52.222-22	Previous Contracts and Compliance Reports (APR 1984)
52.222-25	Affirmative Action Compliance (APR 1984)
52.223-1	Clean Air and Water Certification (APR 1984)
52.223-5	Certification Regarding a Drug-Free Workplace (JUL 1990)
52.225-12	Notice of Restrictions on Contracting with Sanctioned Persons (MAY 1989)
52.227-6	Royalty Information (APR 1984)
52.230-1	Cost Accounting Standards Notices and Certification (National Defense) (SEP 1987)

II. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

<u>PROVISION NUMBER</u>	<u>TITLE AND DATE</u>
18-52.203-70	Contracts Between NASA and Former NASA Employees (DEC 1988) (NASA/FAR Supplement)
18-52.245-79	Use of Government-Owned Property (MAR 1989)

III. LANGLEY RESEARCH CENTER (LARC) (18-1.302-70) PROVISIONS

PROVISION NUMBER TITLE AND DATE

52.232-98 Payment Information (JUN 1988)

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT
(FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -

(NOTE: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see Subpart 3.4 or the Federal Acquisition Regulation.)

(1) has, has not, employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
(FAR 52.203-8) (NOV 1990) ALTERNATE I (SEP 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____
[Name of certifier]

am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____.

(solicitation number)

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of

[Name of offeror]

who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature of the officer or employee responsible for the offer and date]

[Typed name of the officer or employee responsible for the offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a

maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a onetime certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to suspension of Section 27 (i.e., prior to December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that Section 27 is reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) The certifications in paragraphs (b) and (d) of this provision are a material representation of fact upon which reliance will be placed in awarding a contract.

K.4 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)
(JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.5 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1989)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- TIN: _____
 TIN has been applied for.
 TIN is not required because:
 Offeror is a nonresident alien, foreign corporation, or foreign

partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of a Federal, state, or local government;
 Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments of such services;

- Other corporate entity;
 Not a corporate entity;
 Sole proprietorship
 Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

- Name and TIN of common parent:

Name _____

TIN _____

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
 MATTERS (FAR 52.209-5) (MAY 1989)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that -
 (i) The Offeror and/or any of its Principals -
 (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6)
(JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as () a corporation incorporated under the laws of the State

of _____, () an individual, () a partnership, () a nonprofit organization, or () a joint venture; or (b) If the offeror or quoter is a foreign entity, it operates as () an individual, () a partnership, () a nonprofit organization, () a joint venture, or () a corporation, registered for business in _____ country.

K.8 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

K.9 PERIOD FOR ACCEPTANCE OF OFFER (FAR 52.215-19) (APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

K.10 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (FEB 1990)

- (a) Representation. The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.
- (b) Definition. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.
- (c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in paragraph (a) of this clause in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Act.

K.11 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(FAR 52.219-2) (FEB 1990)

(a) Representation. The offeror represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

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

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall also presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

K.12 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it () is, () is not, a women-owned small business concern.

(b) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.13 WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION
(FAR 52.222-19) (APR 1984)

The offeror represents as a part of this offer that the offeror () is, or () is not, a regular dealer in, or () is, or () is not, a manufacturer of the supplies offered.

K.14 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (APR 1984)

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the

subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.15 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22) (APR 1984)

The offeror represents that -

- (a) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.16 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25)
(APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.17 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1)
(APR 1984)

The offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract () is, () is not, listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.18 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE
(FAR 52.223-5) (JUL 1990)

- (a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed -

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions

with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.19 NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (FAR 52.225-12) (MAY 1989)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

Products or Service

Sanctioned Person

K.20 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.21 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(NATIONAL DEFENSE) (FAR 52.230-1) (SEP 1987)

NOTE: This notice does not apply to small businesses or foreign governments.
This notice is in four parts, identified by Roman numerals I. through IV.
Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$100,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of Federal Acquisition Regulation (FAR) Subparts 30.3 and 30.4, except for those contracts which are exempt as specified in FAR 30.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of FAR Subparts 30.3 and 30.4 must, as a condition of contracting, submit a Disclosure Statement as required by FAR 30.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practice used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement _____
 Name and Address of Cognizant ACO where filed _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement _____
 Name and Address of Cognizant ACO where filed _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with FAR 30.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered national defense prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of Federal Acquisition Regulation (FAR) 30.201-1(b)(7) and certifies

that notification of final acceptance of all deliverable items has been received on all prime contracts or subcontracts containing the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause. The offeror further certifies that the Contracting Officer will be immediately notified in writing when an award of any other contract or subcontract containing Cost Accounting Standards clauses is received by the offeror subsequent to this certificate but before the date of any award resulting from this proposal.

III. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of Federal Acquisition Regulation (FAR) 30.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of FAR 30.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a national defense contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

NOTE: If the offeror has checked "yes" above and is awarded the contemplated contract, the offeror will be required to comply with the requirements of subparagraph (a)(1) and paragraphs (b) and (c) of the Administration of Cost Accounting Standards clause.

K.22 CONTRACTS BETWEEN NASA AND FORMER NASA EMPLOYEES (NASA 18-52.203-70) (DEC 1988) (NASA/FAR SUPPLEMENT)

The offeror represents that he or she is, or is not, an individual who was employed by NASA during the past two (2) years, or a firm in which such an individual is a partner, principal officer, or majority shareholder or that is otherwise controlled or predominantly staffed by such individuals.

K.23 USE OF GOVERNMENT-OWNED PROPERTY (NASA 18-52.245-79)
(MAR 1989) (NASA/FAR SUPPLEMENT)

(a) The offeror does () does not () intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), NASA FAR Supplement (NFS) 18-45.102-70, and NFS 18-45.104(b):

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror does () does not () request additional Government provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish -

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraphs (a) or (b) above), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 18-45.5, 18-45.70, and 18-45.71.

(3) A statement indicating whether or not the costs associated with subparagraph (2) above, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

K.24 PAYMENT INFORMATION (LARC 52.232-98) (JUN 1988)

The following is the address to which payment must be sent, if payment is made by check.

.....

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

I.1 LISTING OF PROVISIONS IN FULL TEXT

NOTICE: The following list of solicitation provisions are pertinent to this section and included in full text:

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

<u>PROVISION NUMBER</u>	<u>TITLE AND DATE</u>
52.212-7	Notice of Priority Rating for National Defense Use (MAY 1986)
52.215-5	Solicitation Definitions (JUL 1987)
52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)
52.215-8	Amendments to Solicitations (DEC 1989)
52.215-9	Submission of Offers (DEC 1989)
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals (DEC 1989)
52.215-13	Preparation of Offers (APR 1984)
52.215-14	Explanation to Prospective Offerors (APR 1984)
52.215-15	Failure to Submit Offer (APR 1984)
52.215-16	Contract Award (JUL 1990)
52.216-1	Type of Contract (APR 1984)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
52.222-45	Notice of Compensation for Professional Employees (APR 1984)
52.222-46	Evaluation of Compensation for Professional Employees (APR 1984)
52.233-2	Service of Protest (NOV 1988)

II. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

<u>PROVISION NUMBER</u>	<u>TITLE AND DATE</u>
18-52.215-70	Increases in Estimated Costs (DEC 1988)
18-52.215-72	Restriction on Use and Disclosure of Proposal/Quotation Information (Data) (DEC 1984)
18-52.215-75	Expenses Related to Offeror Submissions (DEC 1988)
18-52.215-76	False Statements (DEC 1988)
18-52.215-80	Disposal of Unsuccessful Proposals (DEC 1988)
18-52.219-72	SIC Code and Small Business Size Standard (DEC 1988)

III. LANGLEY RESEARCH CENTER (LARC) (18-1.302-70) PROVISIONS

<u>PROVISION NUMBER</u>	<u>TITLE AND DATE</u>
52.203-90	Certificate of Procurement Integrity (JAN 1991)
52.204-95	Communications Regarding this Solicitation (JUN 1988)
52.215-95	NASA's Policy on Facilities Capital Cost of Money (JUN 1988)
52.215-96	Requirement for Special Technical Capabilities (JUN 1988)
52.215-97	Certification of Cost or Pricing Data (JUN 1988)
52.215-99	Rejection, Negotiation, Award and Expenditure of Funds (JUN 1988)

52.242-94 Government/Contractor Interface (JUN 1988)
18-52.215-77 Preproposal/Pre-Bid Conference (DEC 1988)

L.2 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
(FAR 52.212-7) (MAY 1986)

Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

L.3 SOLICITATION DEFINITIONS (FAR 52.215-5) (JUL 1987)

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

"Government" means United States Government.

L.4 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
(FAR 52.215-7) (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L.5 AMENDMENTS TO SOLICITATIONS (FAR 52.215-8) (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment; (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) by letter or telegram or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

L.6 SUBMISSION OF OFFERS (FAR 52.215-9) (DEC 1989)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these

samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L.7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (FAR 52.215-10) (DEC 1989)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been postmarked by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on

the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.8 PREPARATION OF OFFERS (FAR 52.215-13) (APR 1984)

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.9 EXPLANATION TO PROSPECTIVE OFFERORS (FAR 52.215-14) (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other

prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L.10 FAILURE TO SUBMIT OFFER (FAR 52.215-15) (APR 1984)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 CONTRACT AWARD (FAR 52.215-16) (JUL 1990)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L.12 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

L.13 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
(FAR 52.222-24) (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

L.14 NOTICE OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
(FAR 52.222-45) (APR 1984)

Note the provisions relating to evaluation of compensation for professional employees set forth elsewhere in this solicitation. Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal. The total compensation plan required to be submitted by the offeror will be viewed as being within the purview of Public Law 87-653 (10 U.S.C. 2306(f)) and in accordance with Federal Acquisition Regulation 15.802(a).

L.15 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
(FAR 52.222-46) (APR 1984)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor Contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are

cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistic low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

L.16 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from William R. Kivett, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23665-5225.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

L.17 INCREASES IN ESTIMATED COSTS (NASA 18-52.215-70)
(DEC 1988)

Once the apparent successful offeror has been selected, that offeror may not unilaterally increase the estimated costs submitted with its proposal except for -

(a) Changes resulting from updating or correcting the certified cost or pricing data submitted with its proposal;

(b) Costs resulting from the Government's directed correction of identified weaknesses in the proposal that must be corrected as a condition of contracting; or

(c) Minor changes in the requirements of the solicitation. In such cases, the Government will consider only those increases arising from requirements actually affected by the changes (irrespective of whether the changes result in an increase or decrease in the requirements or are initiated by the Government or the offeror) and then only to the extent the increases are identified and justified.

L.18 RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL/
QUOTATION INFORMATION (DATA) (NASA 18-52.215-72)
(DEC 1984)

It is NASA policy to use information contained in proposals and quotations for evaluation purposes only. While this policy does not require that the proposal or quotation bear a restrictive notice, offerors and quoter should, in order to maximize protection of trade secrets or other information that is commercial or financial and confidential or privileged, place the following notice on the title page of the proposal or quotation and specify the information subject to the notice by inserting appropriate identification, such as page numbers, in the notice. In any event, information (data) contained in

proposals and quotations will be protected to the extent permitted by law, but NASA assumes no liability for use and disclosure of information not made subject to the notice.

RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL AND QUOTATION
INFORMATION (DATA)

The information (data) contained in (insert page numbers or other identification) of this proposal or quotation constitutes a trade secret and/or information that is commercial or financial and confidential or privileged. It is furnished to the Government in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed for other than evaluation purposes; provided, however, that in the event a contract is awarded on this proposal or quotation the Government shall have the right to use and disclose this information (data) to the extent provided in the contract. This restriction does not limit the Government's right to use or disclose this information (data) if obtained from another source without restriction.

L.19 EXPENSES RELATED TO OFFEROR SUBMISSIONS
(NASA 18-52.215-75) (DEC 1988)

This solicitation neither commits the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for preparing the offer, nor to contract for services or supplies. Any costs incurred in anticipation of a contract shall be at the offeror's own risk.

L.20 FALSE STATEMENTS (NASA 18-52.215-76) (DEC 1988)

PROPOSALS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THE SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

L.21 DISPOSAL OF UNSUCCESSFUL PROPOSALS (NASA 18-52.215-80)
(DEC 1988)

After contract award, one or more copies of each unsuccessful proposal will be retained in the Government's official contract file, and all other copies will be destroyed.

L.22 SIC CODE AND SMALL BUSINESS SIZE STANDARD
(NASA 18-52.219-72) (DEC 1988)

- (a) The standard industrial classification (SIC) code(s) for this procurement is (are) 8099.
- (b) The small business size standard is \$3.5 million in average annual receipts over the preceding three (3) fiscal years.

L.23 CERTIFICATE OF PROCUREMENT INTEGRITY (LARC 52.203-90)
(JAN 1991)

In accordance with Federal Acquisition Regulation (FAR) 3.104-9, the certification requirement set forth in FAR 52.203-8, Requirement for Certificate of Procurement Integrity, shall be executed by the officer or employee responsible for the offer or bid for this procurement. Submit your executed copy in the manner prescribed by FAR 52.203-8(c) for the type of contract stipulated by this solicitation. Sealed bids will be considered nonresponsive if the executed certificate is not included with the bid.

L.24 COMMUNICATIONS REGARDING THIS SOLICITATION
(LARC 52.204-95) (JUN 1988)

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Panice H. Clark
Phone: (804) 864-2522 (COLLECT CALLS NOT ACCEPTED)
Easy Link: 709356
Facsimile: 804-864-7709
Address: National Aeronautics and Space Administration
Langley Research Center
Attn: Panice H. Clark, Mail Code 126
Hampton, VA 23665-5225

Any written communications must include the mail code on the envelope or on the telex.

L.25 NASA'S POLICY ON FACILITIES CAPITAL COST OF MONEY
(LARC 52.215-95) (JUN 1988)

As required by NASA FAR Supplement 18-15.970-3, when facilities capital cost of money is included as an item of cost in the Contractor's proposal, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money allowed in accordance with FAR 31.205-10(a).

L.26 REQUIREMENT FOR SPECIAL TECHNICAL CAPABILITIES
(LARC 52.215-96) (JUN 1988)

It is NASA policy to obtain maximum practicable competition consistent with the nature of each procurement. However, to prevent unnecessary expense associated with preparation and submission of a proposal, only firms with demonstrated experience and background in environmental support services are encouraged to respond to this request.

L.27 CERTIFICATION OF COST OR PRICING DATA (LARC 52.215-97)
(JUN 1988)

Pursuant to the provisions of Public Law 87-653, as amended by Public Law 97-86, the Contractor will be required to certify, except where the price negotiated is based on adequate price competition, as determined by the

Contracting Officer, or established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, that the cost or pricing data submitted or identified on Standard Form 1411 are accurate, complete, and current. The required certificate is set forth in FAR 15.804-4, a copy of which is attached (NASA-Langley Form PROC./P-281) and which shall be properly executed after negotiation and prior to contract award.

L.28 REJECTION, NEGOTIATION, AWARD AND EXPENDITURE OF FUNDS (LARC 52.215-99) (JUN 1988)

This solicitation does not commit the Government to award a contract, since the Government reserves the right to reject any or all proposals, or to negotiate separately with any source considered qualified. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

L.29 GOVERNMENT/CONTRACTOR INTERFACE

To assist the offeror in preparing a proposal, the following describes the proposed interface methods to be utilized by the Government in the assignment of work under the proposed contract.

A. The Contracting Officer will delegate authority to the Contracting Officer Technical Representative (COTR) to monitor work under each of the Statement of Work (SOW) task areas.

B. The Contracting Officer will also assign Contract Administration functions to a Contract Specialist. The Government's management team will therefore consist of three (3) persons: the Contracting Officer, the COTR, and the Contract Specialist.

C. The Government will provide, by technical direction, applicable information such as: description of work; any specifications, drawings, etc.; a completion date; and any other instructions deemed appropriate. The Contractor shall furnish a control and reporting system capable of accurately obtaining in a timely manner actual man-hours and material costs.

L.30 PREPROPOSAL/PRE-BID CONFERENCE (NASA 18-52.215-77) (DEC 1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: March 27, 1991

Time: 9:00 a.m.

Location: Building 1212, Room 200

For planning your itinerary, the following is a tentative agenda for the conference:

Agenda

Registration
Opening Remarks
LARC Presentations
Facilities Tour
Break/Lunch
Questions and Answers

Due to space limitations, attendance will be strictly limited to a maximum of two (2) representatives per offeror. The briefing will be unclassified. If you desire to attend the conference, you should so indicate by written or telephone contact with the appropriate individual specified below. After the briefing, advise this Center if you intend to submit a proposal.

In order that as many questions as possible may be answered at the NASA presentations during the briefing, written questions must be submitted to Panice H. Clark no later than March 22, 1991. A limited time may be available for answering questions submitted on the day of the conference. However, as there is no assurance that adequate time to answer such questions will remain, submission of questions prior to the conference, by the date specified above, will assure their being fully answered.

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation. An amendment will be issued within a few days after the preproposal conference and will include answers to questions, a list of attendees, and clarifications to the RFP as necessary.

L.31 PROPOSAL PREPARATION AND SUBMISSION - SPECIAL INSTRUCTIONS

A. Number of Proposals, Time and Place of Submission--The offeror shall submit the original and eleven (11) copies of each volume of his proposal to the address shown in Block 8 of the Standard Form (SF) 33 (face page of this solicitation), or if hand carried, to the depository listed in Block 9 of the SF 33. Offers must be received at the place indicated on or before the date and hour shown in Block 9 of the SF 33. The original must be designated as such and all other copies shall be numbered 1 thru 11 on the outside cover. The following legend shall be placed in bold letters on the first page of both your Technical/Management and Business Proposals.

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in NASA FAR Supplement 18-15.413.

B. Proposal Clarity--Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety and to assure that his proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. You should ensure that your cost proposal is consistent with your technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

C. PAGE LIMITATION AND PROPOSAL PREPARATION

1. Proposals must be submitted in two (2) volumes: Volume I, Technical/Management Business Proposal, and Volume II, Business Proposal. No cost information shall be presented in the Technical/Management Proposal, except the salary data for Key Personnel and the data required by the professional compensation plan in accordance with FAR 52.222-46 (See L.15 of this RFP) and the costs associated with Attachments 6 and 7.

2. Based upon our experience with procurements of this size and complexity, the items to be addressed in your Technical/Management proposal can be covered in seventy-five (75) pages. The Government will only read up to the seventy-five (75) page limitation. Pages in excess of the limitation will be removed from your proposal and will not be evaluated. Therefore, it is imperative that you limit your Technical/Management proposal to seventy-five (75) pages exclusive of resumes and other associated personnel information, cover page, table of contents, and dividers. Your proposal shall also comply with the following:

a. General--All text shall be printed black on white paper. Each "page" is one side of one sheet, 8 1/2" x 11", with at least one inch margins on all sides. Multiple pages or foldouts count as an equivalent number of 8 1/2" x 11" pages. The typeface or font shall be no smaller than 12 point (10 pitch if monospaced) with at least 4 points of leading between lines.

b. Numbering Pages--All pages of both volumes shall be numbered.

3. The Business Proposal (Volume II) is not page limited. However, the Business Proposal shall be strictly limited to responses to Factors 2, 3, and 4 and the executed Section K, Representations, Certifications, and Other Statements of Offerors. Information which can be construed as belonging in the Technical/ Management Proposal (Volume I) will be so construed and counted against the page limitation described in paragraph 2. above.

4. Each volume should be specific and complete. Each volume shall include the detailed information outlined below in order that it can be evaluated in accordance with the evaluation factors set forth in Section M, M.2. You shall structure each volume to adhere to the Factor headings listed below:

D. TECHNICAL/MANAGEMENT PROPOSAL - VOLUME I

The prime Contractor will be responsible for satisfactory accomplishment of the contract awarded hereunder. In the event other organizations are proposed as being involved in the conduct of this work, their relationship during the effort shall be indicated, and their proposed contributions to the work and to your proposal shall be identified and integrated into each part of the proposal as applicable.

FACTOR 1 - MISSION SUITABILITY

1. Subfactor 1 - Phase-In Plan, Staffing, and Continuing Personnel Management

Your response to this subfactor should address your plans for minimizing changeover difficulties, maximizing continuity of services, and maintaining competent staffing for the term of the contract. Accordingly, your proposal should include the following:

a. A detailed description and schedule of all phase-in activities. Your description should include your plans for reaching a full complement of qualified personnel by contract start (November 1, 1991); a table of personnel sources, noting the percentages of the total work force you intend to obtain from your own resources, other divisions of your company, incumbent Contractor work force, teaming arrangements, and outside recruitment. Include your plans for obtaining the required security clearances. For purposes of establishing your phase-in milestones, assume Contractor selection by September 15, 1991, contract award by October 18, 1991, and a contract effective date of November 1, 1991.

b. A description of the recruitment and employment methods your company will use to staff the contract during the contract term including specific recruitment plans for filling highly-skilled and difficult-to-locate personnel.

c. A discussion of your plans for accommodating fluctuating workloads. Also, include your company's programs and policies for minimizing turnover and retaining experienced personnel for the term of the contract.

d. A description of your training, orientation, and career development plans, programs, and objectives with regard to new hires, on-board employees, and changing requirements.

e. A compensation plan for the non-professional employees including a discussion of salary, fringe benefits, and leave policies.

2. Subfactor 2 - Total Compensation Plan

The offeror should submit a professional compensation plan in accordance with FAR 52.222-46 (see paragraph L.15 of this RFP). The Government considers the following positions to be "professional" as defined in 29 CFR 541:

Chief, Environmental Support/Contract Manager
Health Physicist
Senior Industrial Hygienist
Environmental Industrial Hygienist
Industrial Hygienist
Environmental Specialist

The offeror's professional compensation plan should include the above positions and any other proposed positions which you consider to be performed by professional employees.

3. Subfactor 3 - Operations Plan

This subfactor will be used to evaluate your management and technical approach to accomplishing the work described in the Statement of Work, Exhibit A. Your proposal should include a discussion of the items listed below:

a. Describe your plans for tracking the work as well as supervising and monitoring performance. Include your methods for monitoring and enhancing the quality of work.

b. Identify any work functions which the offeror expects to obtain through subcontracting. Such features as the rationale for this arrangement, the qualifications of the subcontractor, magnitude of effort, commitment of parties providing such goods and/or services, and control and integration of the subcontract effort with the prime effort should be addressed.

c. Describe your approach for providing the laboratory support set forth in Attachment 6. The listing represents typical laboratory support on an annual basis. Describe your in-house capability and/or subcontracting plans for providing this laboratory support. Include the costs and sample turn-around time associated with this support. Do not assume that the ODC limitation set forth on page 119 (paragraph L.31.E.c.(1)) represents the total cost for the effort specified in Attachment 6.

d. Describe your approach for providing disposal services for the inventory set forth in Attachment 7. The inventory represents a typical disposal inventory on a quarterly basis. Describe your in-house capability and/or subcontracting plans for providing this disposal support. Include the costs and schedules associated with this support. Do not assume that the ODC limitation set forth on page 119 (paragraph L.31.E.c.(1)) represents the total cost for the effort specified in Attachment 7.

e. Describe your risk management program to include plans for insuring the safety and health of all employees, providing environmental support service activities at the Center, and actions which will be taken to minimize the risk involved in the efficient environmental laboratory sampling and waste disposal efforts.

4. Subfactor 4 - Key Personnel and Organization

Complete Key Personnel resumes shall be submitted for the Chief, Environmental Support and the Health Physicist. The offeror shall also submit resumes for any other personnel considered to be Key, as well as the rationale for designating such positions as Key. Each resume shall detail the individual's education, experience, and other qualifications for the proposed position. These resumes should be clear, complete, and comprehensive. Define all acronyms used in these resumes.

Your proposal should include the basis for your selection of each individual for the position, and the specific duties of each of these persons. Also, state current and proposed salary for each individual and provide signed statements from the individual evidencing your ability to employ each individual at the proposed salary. The capability demonstrated by proposed Key Personnel at any oral discussions as well as the findings of any reference checks which are made will be considered in arriving at final scores. The absence of Key Personnel from oral discussions, if held, may adversely impact an offeror's score for this subfactor.

Your proposal should include references for all proposed Key Personnel relative to their current and previous positions. These references should be people, preferably outside of your company, knowledgeable of your proposed Key Personnel's training, experience and performance. You should include names, organizations, and telephone numbers of these references.

Your proposal should include a description of your proposed organization for the contract and an organization chart, as well as the basis for this organization. The narrative on your proposed organization should describe lines of authority within the organization, the authority and responsibilities vested in your personnel, particularly in the Key Personnel proposed, and the degree of autonomy your contract organization has in relationship to your home office (if applicable). Your narrative should describe Contractor/Government interfaces at all levels. If you propose a joint venture or subcontract for any of the effort, describe all Government/Contractor/Subcontractor interfaces, reporting requirements.

E. BUSINESS PROPOSAL - VOLUME II

1. FACTOR 2 - COST

a. In submitting the cost proposal, the offeror shall comply with the requirements set forth in Table 15-2 of FAR 15.804-6(b)(2), a copy of which is attached to the Standard Form 1411 provided with this Request for Proposal. This compliance requires you to include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. For example, labor costs should be proposed by labor categories supported by hourly rates and specified labor escalation; supporting documentation should be included to show the composition of each overhead burden pool and allocation base; fringe benefits should be itemized; and the basis for subcontract costs, should be provided.

You should estimate costs separately for (a), the initial 19,950 hour level-of-effort contract; (b), the four 12-month priced option periods to extend the term of the contract in H.6.A.; (c), the six one-month options to extend the term of the contract in H.6.C. (1,662 hours each); (d), the options to increase the level-of-effort and the ODC cost limitation in H.6.B; and (e), phase-in costs, if any. Separate SF 1411's must be submitted for each of these estimates, and another SF 1411 must summarize all of the costs and fees. You may submit one SF 1411 for all six (6) one-month options to extend. The summary SF 1411 should show the separate amounts for each of the estimates it contains (on an attachment, if necessary).

Your cost estimates should be made in accordance with your established accounting and estimating practices and disclosures, and supporting data provided for those estimates. In addition, to facilitate the evaluation of all proposals on a uniform and consistent basis, the costs must also be presented on Form A (included as Attachment 5), in both hard copy and on personal computer diskette, for each of the separate estimates described in the previous paragraph. Where the transitions from your established estimating practices to the Forms A are not obvious, descriptions should be provided. Where costs listed on Form A are part of an allocated indirect cost pool, so indicate and show how the costs entered were derived. Where costs items on Form A do not apply to you enter zero rather than leave blank.

Form A must be submitted as a Lotus 1-2-3 spreadsheet (any release) or as any other spreadsheet that 1-2-3 Rel. 2.01 or 3.0 can retrieve. Form A must be submitted on two (2) diskettes in MS DOS format. It may be either 3-1/2 or 5-1/4 inch. The Government will provide a diskette containing the form as a 1-2-3 Rel. 2.01 file upon request; specify diskette size and format density desired. The hard copy submission of Form A may be as prints from your completed spreadsheets, or you may fill in the blanks on the form provided.

In addition to the required Form A, if you prepare other parts of your proposal using 1-2-3 or a compatible spreadsheet it is requested that you provide two (2) copies on MS DOS-formatted, 3-1/2 or 5-1/4 inch diskettes.

b. Pursuant to the provisions of Public Law 87-653, as amended by Public Law 97-86, the Contractor will be required to certify, except where the price negotiated is based on adequate price competition, as determined by the Contracting Officer, or established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, that the cost or pricing data submitted or identified on Standard Form 1411 are accurate, complete, and current. The required certificate (NASA-Langley Form PROC./P-281) is set forth in FAR 15.804-4, a copy of which is included with this Request for Proposal as Attachment 1 and which shall be properly executed after negotiation and prior to contract award.

c. The following information is to be used by offerors in preparing their Cost Proposal. These cover only those cost elements which would be difficult to estimate due to the nature of the procurement:

(1) ODC Limitation

The contract will contain an ODC limitation for laboratory support and hazardous waste disposal for the base period and options one through four as follows:

Base Period	\$750,000
First Option	\$780,000
Second Option	\$811,000
Third Option	\$844,000
Fourth Option	\$877,000

There is also an ODC limitation of \$15,000 for options five through ten as well as a priced option for an additional \$500,000 in ODC's for the base period and options one through four. These amounts are exclusive of any indirect cost loading and fee.

(2) Direct Labor Hours and Staffing

The Government based the level of effort for each contract period (as set forth in B.2. and H.6.) upon the Government's estimates of the staffing (set forth in Attachments 3 and 4 to the RFP), and an assumed productive manyear of 1,875 manhours per year plus 1,200 hours of overtime per year. The offeror must propose the Level of Effort set forth in B.2 and H.6. However, two things should be clearly understood. First, the estimated staffing in Attachments 3 and 4 is provided for the offeror's information only and is not restrictive for proposal purposes. The offeror should propose the staff that is optimum for contract performance. If you use position titles other than those shown in Attachments 3 and 4, cross reference your proposed positions to Attachments 3 and 4.

Second, since the number of productive manhours per manyear varies among companies and wage determinations, you should propose a staff to meet the Government's level of effort requirements using your productive manhours per year. Do not use the Government's estimated number of manhours per year (1,875) unless it accurately reflects your estimate of your productive manyear.

The overtime hours (1,200 per year and 100 per month for each of the one-month option periods) should be priced assuming that the overtime is evenly spread among the staff.

Important Notice - The level-of-effort does not include leave hours for vacation, holidays, sickness, etc.

(3) Options for Additional Direct Labor Hours

As set forth in H.6., the Government intends to have priced options for additional labor hours within the initial contract period and each of the priced option periods as follows:

Initial Contract Period	6,000
First through Fourth Option Period	6,000 Each Period

The following skill mix is to be used in developing your cost estimate for these hours:

Senior Industrial Hygienist (1)
Industrial Hygienist (2)

(4) Labor Rates

A copy of the Registers of Wage Determinations issued by the Department of Labor for employees under this proposed contract is included in Exhibit D. It should be noted that the wage rates specified therein are minimum rates. It should also be noted that the Wage Determinations may not list all labor classes to be employed under this contract. Paragraph (a) of the Section I clause entitled, "Service Contract Act of 1965," states that in this event, conformable rates must be established for those service employees to be employed under the contract but not listed on the Wage Determination. These conformable wage rates will be the result of a three-party agreement between the employee, Contractor and the Government.

d. City of Hampton Business License Tax--You should contact the City of Hampton to determine how to compute your estimated tax.

2. FACTOR 3 - RELEVANT EXPERIENCE AND PAST PERFORMANCE

You should submit a summary of your experience and performance history with respect to meeting technical objectives on schedule and within cost on related efforts. You should also submit a summary of the experience and performance history on related efforts of proposed subcontractors intended to perform a major role in the accomplishment of procurement objectives or to participate in a substantive manner. Experience is the accomplishment of work which is comparable or related to the work or effort required by this RFP. This factor includes the evaluation of overall corporate or offeror experience and past performance, but not the experience and performance of individuals who are proposed to be involved with work pursuant to this RFP. You are cautioned that omissions or an inaccurate or inadequate response to this very important evaluation factor will have a negative effect on your overall evaluation. Your summary should include the following for each related contract: contract number, contracting agency, telephone number, point of contact at agency, contract type, dollar value, dates contract began and ended or ends, description of contract work and explanation of relevance of work to this RFP, and actual delivery and cost performance versus delivery and cost agreed to in contract. For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received.

3. FACTOR 4 - OTHER CONSIDERATIONS

a. Subfactor 1 - Financial Condition and Capability--In order for your financial responsibility to be evaluated, you must submit profit and loss

statements for your last three Fiscal Years and balance sheets as of the end of your last three Fiscal Years. In addition, indicate your current credit rating, lines of credit, sources of funds, and proposed means for financing any resulting contract.

b. Subfactor 2 - Contract Terms and Conditions--The offeror should cite any proposed exceptions that he may have to the terms and conditions, together with an explanation of the basis therefor, and his proposed means for resolving any such exceptions should be discussed. This same information for any additive terms and conditions should be provided.

c. Subfactor 3 - Security--With regard to the Contract Security Classification Specification, DD 254, Exhibit C, and the Section I clause entitled "Security Requirements," the offeror should provide a statement on his clearance status and/or a summary of his compliance implementation plans.

d. Subfactor 4 - Small Business and Small Disadvantaged Business Subcontracting Plan - Alternate I (NASA 18-52.219-73) (DEC 1988)

(1) This provision is not applicable to small business concerns.

(2) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan." Each offeror must submit the complete plan with its initial proposal.

e. Subfactor 5 - Safety and Health Plan--The offeror 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, shall be in accordance with NASA FAR Supplement Clause 18-52.223-73 and 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 Langley Handbook 1710.10, LaRC Red Tag System.

(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.

(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 LHB 1710.12, Potentially Hazardous Materials.

(6) Equipment Inspection/Repair - Procedures for equipment safety inspection and repair.

(7) Other Safety Considerations - Any other safety considerations unique to your operation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 METHOD OF EVALUATION

A. Proposals received in response to this RFP will be evaluated by a Source Evaluation Committee in accordance with procedures outlined in Langley Handbook (LHB) 5000.2, Basic Guide for Acquisition, Appendix D, which are similar to those prescribed in the NASA Source Evaluation Board Handbook (NHB) 5103.6B. However, alternate procedures outlined in the NASA Streamlined Acquisition Handbook may be used. Under the alternate procedure, proposals are initially reviewed to eliminate unacceptable proposals, determine strong and weak points, develop questions, and proceed directly to written and/or oral discussions. Following discussions, "Best and Final Offers," are requested. Based on the "Best and Final Offers," proposals are reexamined and scored.

B. Evaluation will be on the basis of material presented and substantiated in your proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. Your attention is directed to Section L, L.31, which provides important instructions concerning proposal preparation.

M.2 EVALUATION FACTORS

A. Factor 1 - Mission Suitability--The content of this section of your proposal will provide the basis for evaluation of your response to the technical requirements of the RFP. In the event other organizations are proposed as being involved in the conduct of this work, their relationship during this effort and their proposed contributions to the work will be evaluated under each subfactor. The Mission Suitability Subfactors to be considered and scored in the evaluation of your Technical Proposal are set forth below:

1. Subfactor 1 - Phase-In, Staffing, and Continuing Personnel Management

Under this subfactor an evaluation will be made of: the initial phase-in plan including plans for reaching a full complement of qualified personnel and obtaining the required security clearances by contract start (November 1, 1991). An evaluation will also be made of the sources of personnel and rationale for recruiting all personnel in the manner proposed; the offeror's recruitment and employment methods including the specific recruitment plans for filling highly-skilled and difficult-to-locate personnel; plans for accommodating fluctuating workloads and the approach for minimizing turnover and retaining experienced personnel for the term of the contract, including the personnel programs and policies such as employee salaries, fringe benefits, and leave programs for the non-professional personnel which contribute to employee retention; and your training, orientation, and career development programs.

2. Subfactor 2 - Total Compensation Plan

An evaluation will be made of the suitability of the proposed compensation structure to assure that highly qualified professional employees are attracted to the effort and their continued interest and employment are likely to occur. Consideration will be given to the suitability of the total compensation proposed (both salaries and fringe benefits including leave). The Total Compensation Plan will also be evaluated to assure that such compensation reflects a sound management approach and an understanding of the requirements to be performed.

3. Subfactor 3 - Operations Plan

This subfactor will be used to evaluate the offeror's management and technical approach to accomplishing the work described in the Statement of Work, Exhibit A. An evaluation will also be made of the following: (1) plans for tracking, supervising and monitoring performance; (2) subcontracting arrangements; (3) plans for providing the laboratory support in Attachment 6; (4) plans for providing the disposal support in Attachment 7; and (5) risk management program.

4. Subfactor 4 - Key Personnel and Organization

This subfactor will be used to evaluate (as a group) the education, experience, and other qualifications of the persons proposed for the positions identified in Attachment 4, as well as any others proposed key personnel. The basis for your selection and the evidence of availability at realistic compensation levels will also be evaluated. Additionally, an evaluation will be made of the suitability of the offeror's proposed organizational structure for performing the work effectively and efficiently; the authorities and responsibilities of the proposed personnel, particularly the key personnel; and the Government/Contractor/subcontractor interfaces.

B. Factor 2 - Cost

An analysis of the proposed cost and fee for the basic and priced option periods and for the options to procure additional level of effort and additional other direct costs (ODC's) will be conducted to determine their validity and the extent to which they reflect performance addressed in the technical proposal. An assessment will be made of the offeror's capability to accomplish the contract objectives within the estimated cost proposed. A probable cost will be developed in accordance with NHB 5103.6 for each proposal in the competitive range or, in the event the Alternate Evaluation Procedures are used, for each acceptable proposal. The reasonableness of the fixed fee will also be determined in accordance with the guidelines set forth in NASA FAR Supplement 18-15.902. The cost proposal may be used as an aid to determine the offeror's understanding of Mission Suitability Requirements.

C. Factor 3 - Relevant Experience and Past Performance--Experience and past performance will be assessed to determine the extent to which contract objectives (including technical, schedule and cost) have been achieved on related efforts. Experience will be viewed as the demonstrated accomplishment of work which is comparable and relevant to the objectives of this procurement. This factor includes the evaluation of overall corporate or offeror experience and past performance, including major subcontractors, but not the experience and performance of individuals who are proposed to be involved in the required work.

D. Factor 4 - Other Considerations--The following subfactors will be evaluated based on information presented in the offeror's proposal and all other information available to NASA.

1. Subfactor 1 - Financial Condition and Capability--An assessment will be made to determine if the offeror has adequate financial resources or the ability to obtain them to perform the contract. The soundness of the offeror's financial position will also be evaluated.

2. Subfactor 2 - Contract Terms and Conditions--The proposal will be reviewed to determine the extent to which terms and conditions as set forth in the RFP are accepted. The offeror's rationale for and the acceptability of any exceptions will be evaluated.

3. Subfactor 3 - Security--Offeror-provided data will be reviewed and verified to determine compliance capability with respect to security provisions.

4. Subfactor 4 - Small Business and Small Disadvantaged Business Subcontracting Plan--A review of the offeror's plan will be made to determine the extent of the offeror's compliance with NASA policy to afford maximum practicable opportunity for small and small disadvantaged business concerns to participate in Government contracts. This subfactor does not apply to small business offerors.

5. Subfactor 5 - Safety and Health--A review of the offeror's proposed Safety and Health Plan will be made to determine the adequacy of the safety and health measures.

M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS

A. The weights to be used in the scoring of the Mission Suitability Subfactors and elements are presented below:

<u>Subfactors</u>	<u>Weights</u>
1. Phase-In Plan, Staffing, and Continuing Personnel Management, Compensative Plan	15%
2. Total Compensation Plan	15%
3. Operations Plan	35%
4. Key Personnel and Organization	35%
	100%

The numerical weights assigned to the above subfactors are indicative of the relative importance of those evaluation areas. The weights will be utilized by the Source Selection Official only as a guide.

B. An adjective rating of Excellent/Very Good/Average/Marginal/Poor will be assigned to Factor 3 and 4.

C. Overall, in the selection of an offeror for negotiation leading to contract award, Mission Suitability, Cost, Relevant Experience and Past Performance and Other Considerations will be of essentially equal importance. Within Factor 2, Cost, the costs associated with the options for the additional level-of-effort, additional other direct costs (ODC's), and all costs associated with the six (6) one (1) month option periods may be considered of less significance.