

## CONTRACT NAS1-20243

The following list indicates what information is considered exempt from disclosure from the contract:

- Section H.1, names and positions of key personnel, page 11;
- Section H.3, B.2, rates per hour, page 15;
- Section H.11, A, Advance Agreement on Indirect Rates, Ceiling Percentage, page 18;
- Exhibit E, Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

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

Regarding the names of key personnel withheld from the contract, disclosure of such information, which was submitted to the Government in confidence, would allow potential competitors to benefit from the company's efforts to build up a highly successful management team which possesses unique experience and expertise. Such information is not readily available upon request by a third party.

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

Disclosure of the information in the Subcontracting Plan would discourage future submission of detailed data concerning the company's implementation of their Subcontracting Plan and impair the Government's ability to obtain necessary information in the future as well as cause substantial harm to the competitive position of the company.

**AWARD/CONTRACT** 1. THIS CONTRACT IS A RATED ORDER UNDER OPAS 115 CFR 3501 **RATING** 00-C9 **PAGE OF PAGES** 1 133

2. CONTRACT (Proc. Ident.) NO. **NAS1-20243** 3. EFFECTIVE DATE **6/1/94** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

3. ISSUED BY CODE **National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-0001** 5. ADMINISTERED BY (If other than Item 3) CODE **Delegation Being Made Via  
NASA Form 1430  
Criticality Designator C**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) **EG&G Langley, Inc.  
2 Eaton Street  
Suite 800  
Hampton, VA 23669** 8. DELIVERY  FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: **See G.2.**

COOE **11. SHIP TO/MARK FOR** CODE **See F.3.** FACILITY CODE **12. PAYMENT WILL BE MADE BY:** CODE **Financial Management Division, M/S 175  
NASA, Langley Research Center  
Hampton, VA 23681-0001**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304c(1)  41 U.S.C. 253c(1)

14. ACCOUNTING AND APPROPRIATION DATA **See Page 1A.**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>Facilities and Equipment Support Services (FESS)</b>	<b>Est. Cost</b>		<b>Fee</b>	<b>Total</b>
	Initial Period	\$ 19,389,000		\$1,260,000	\$ 20,649,000
	First Option Period	20,012,000		1,300,000	21,312,000
	Second Option Period	20,595,000		1,338,000	21,933,000
	Third Option Period	21,335,000		1,386,000	22,721,000
	Fourth Option Period	22,155,000		1,440,000	23,595,000
	6 - One Month Option	11,256,000		504,000	11,760,000
	Option Add'l LOE	5,970,000		453,000	7,423,000
	<b>Total</b>	<b>\$121,712,000</b>		<b>\$7,681,000</b>	<b>\$129,393,000</b>

15G. TOTAL AMOUNT OF CONTRACT **\$ 129,393,000**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to use this document and return 3 copies to issuing office.) Contractor agrees to furnish and perform in terms of perform all the services set forth in schedule described above and in any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) user manuals, representations, certifications, and specifications, as are attached to or incorporated by reference herein. (Attachments are listed below.)

18.  AWARD (Contractor is not required to use this document.) Your offer in Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in the above, is hereby accepted as in the terms listed above and in any continuation sheet. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or Print) **James R. Carbonneau  
President and General Manager** 20A. NAME OF CONTRACTING OFFICER **WILLIAM R. KITZETT**

19B. NAME OF CONTRACTOR **EG&G Langley** 19C. DATE SIGNED **5/31/94** 20B. UNITED STATES OF AMERICA **Signature of Contracting Officer** 20C. DATE SIGNED **5-31-94**

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## PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 SCOPE OF WORK

The Contractor shall, except as otherwise specified herein, furnish all personnel, facilities, services, equipment, and materials necessary for performance of Facilities and Equipment Support Services (FESS) as described in Exhibit A, Statement of Work (SOW).

## B.2 LEVEL-OF-EFFORT

A. In the performance of work under this contract, the Contractor is obligated to provide up to 560,300 direct labor hours as defined in paragraph B. below.

B. "Direct labor hours" are those productive hours expended by Contractor personnel in performing work under this contract that are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, holiday leave, military leave, or any type of administrative leave but does include direct labor hours provided under level-of-effort (LOE) subcontracts.

C. Once the direct labor hours are reached or the contract term has ended, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the direct labor hours specified in Paragraph A above. Any estimated cost and fee(s) adjustments for additional direct labor hours shall be based solely upon those hours being added to the direct labor hours specified in this clause.

B.3 ESTIMATED COST, AWARD FEE AND FIXED FEE (NASA 18-52.216-85)  
(DEC 93)

A. The estimated cost of this contract is \$19,389,000, exclusive of the award fee of \$1,260,000 and fixed fee\* of \$0. The total estimated cost, award fee, and fixed fee is \$20,649,000.

B. The award fee available for each evaluation period is as follows:

<u>Period</u>	<u>Available Award Fee</u>
June 1, 1994 - November 30, 1994	\$630,000
December 1, 1994 - May 31, 1995	\$630,000

\*A fixed fee amount will be inserted if the Government exercises any of the one-month options to extend the period of performance as set forth in Section H.

#### B.4 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(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 \$7,487,000 and covers the following estimated period of performance: June 1, 1994 through September 30, 1994.

(b) An additional amount of \$500,000 is obligated under this contract for payment of fee.

#### B.5 ADMINISTRATION OF CONTRACT FUNDING (LaRC 52.232-113) (JUL 1993)

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 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.

#### B.6 SPECIFIED OTHER DIRECT COSTS

The estimated cost of this contract includes the following estimates for non-LOE subcontracts, material and supplies, equipment, travel, and training required for performance of the Statement of Work. The other direct cost total for option periods 5 through 10 will be equally divided among the six periods.

<u>Initial Period</u>	<u>First Option</u>	<u>Second Option</u>	<u>Third Option</u>	<u>Fourth Option</u>	<u>Fifth thru Tenth Options</u>	<u>Total Contract</u>
\$6,000,000	\$6,300,000	\$6,600,000	\$6,900,000	\$7,200,000	\$3,600,000	\$36,600,000

These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless there is a change to the contract, under the Changes clause of this contract, which impacts these estimates.

### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 STATEMENT OF WORK

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

SECTION D - PACKAGING AND MARKINGD.1 PACKAGING AND MARKING (ALTERNATE I) (NASA 18-52.210-75)  
(SEP 1990)

(a) The Contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The Contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches. The Contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontracts.

SECTION E - INSPECTION AND ACCEPTANCEE.1 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (FAR 52.246-3)  
(APR 1984)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling 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 the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to

replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

## E.2 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.

### E.3 FINAL INSPECTION AND ACCEPTANCE (LARC 52.246-94) (OCT 1992)

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

## SECTION F - DELIVERIES OR PERFORMANCE

### F.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 12 months from the effective date of the contract.

F.3 PLACE OF DELIVERY (LARC 52.212-92) (OCT 1992)

Delivery shall be f.o.b. NASA Langley Research Center, Hampton, Virginia.

F.4 PLACES OF PERFORMANCE (LARC 52.212-98) (OCT 1992)

The places of performance shall be:

NASA, Langley Research Center, Hampton, Virginia; and other sites as may be designated by the Government.

F.5 REPORTS AND DOCUMENTATION DELIVERY

The reports and documentation required by Exhibit B, Contract Documentation Requirements, shall be delivered at the times and to the places specified therein.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AWARD FEE FOR SERVICE CONTRACTS (NASA 18-52.216-76) (SEP 1993)--  
ALTERNATE I (SEP 1993)

(a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement Clause 18-52.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Contracting Officer will issue a unilateral modification to the contract that will recognize the award fee earned. The Contractor is not required to submit a separate voucher for earned award fee. The financial office will make payment based on the unilateral modification.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Section 8, 8.3. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) (1) Pending a determination of the amount of award fee earned for an evaluation period, a portion of the available award fee for that period will be

paid to the Contractor on a monthly basis. The portion paid will be 65 percent of the current period's available amount; provided, however, that when the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer shall notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

(2) In the event the amount of award fee earned, as determined by the FDO, is less than the sum of the provisional payments made for that period, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) Provisional award fee payments will be made prior to the first award fee determination by the Government.

## G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 18-52.216-87) (DEC 1988)

(a) Public vouchers for payment of costs and fee shall include a reference to this contract NAS1-20243 and be forwarded to:

NASA Langley Research Center  
Attn: Financial Management Division, MS 175  
Hampton, VA 23681-0001

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

Cost vouchers may be submitted every two weeks. They shall be submitted through:

Defense Contract Audit Agency  
Eastern Region, Hampton Roads Branch Office  
1919 Commerce Drive, Suite 180  
Hampton, VA 23666-4246

Monthly fee vouchers (provisional and fixed) shall be submitted through:

Contracting Officer  
Mail Stop 126, NASA LaRC  
Hampton, VA 23681-0001

(b) The Contractor shall prepare vouchers as follows:

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

(2) Three copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows:

NAS1-20243

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Accounting Files
- (iii) Copy 3 Contract administration office

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

### G.3 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.

### G.4 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES (NASA 18-52.245-77) (MAR 1989)

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 C. 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. This restriction does not apply to Contractor-furnished vehicles.

(c) Supplies from stores stock.

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

(e) Fire protection for Contractor personnel and facilities.

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

(g) 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.

(h) Access to LaRC's library facilities and engineering drawing files.

(i) Emergency medical treatment, primarily of a first aid nature for injuries and illnesses sustained on duty at LaRC; and baseline and protocol physical exams for employees engaged in hazardous occupations.

(j) Fuel, scheduled maintenance, parts and repairs (except those covered by manufacturer's warranty) for all Contractor-provided vehicles.

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

(l) On-Center mail delivery service.

(m) The responsibilities of the Contractor as contemplated by paragraph (a) of the Installation-Provided Government Property clause are defined in the following property management directives and installation supplements to these Directives:

(1) NHB 4200.1, NASA Equipment Management Manual.

(2) NHB 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.

(3) NHB 4300.1, NASA Personal Property Disposal Manual.

(4) NHB 4100.1, NASA Materials Inventory Management Manual.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 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.

Contract Manager  
Business Manager

H.2 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

<u>Employee Class</u>	<u>Monetary Wage</u>
Production Controller	\$15.16
Technician, Heating, Ventilation, Air Conditioning, and Refrigeration	\$13.03
Mechanic, Heating, Ventilation, Air Conditioning, and Refrigeration	\$12.47
Mechanic, Sheetmetal	\$12.47
Specialist, Water Treatment	\$12.47
Mechanic	\$12.47
Millwright	\$12.47
Mechanic, Precision Production Machine Tool	\$12.47
Welder/Fabricator	\$12.47
Pipefitter	\$12.47
Insulator/Coveror	\$12.47

Electrician	\$12.47
Electrician, Motors & Generators	\$12.47
Electrician, Breakers & Switch Gear	\$12.47
Carpenter	\$11.91
Maintenance Painter	\$11.91
Mason	\$12.47
Roofer	\$11.91
Laborer	\$ 8.63
Rigger	\$12.47
Rigger/Mobile Crane Operator	\$13.03
Technician, Utilities Control Systems	\$13.75
Tool Room Coordinator	\$10.29
Component Verification Technician	\$12.47
Oxygen Cleaning Technician	\$11.38
Electrician, Fire Alarm Systems	\$12.47
Planner/Estimator	\$13.03
Multi Craft Coordinator	\$13.03
Logistic Coordinator	\$10.82
Buyer	\$10.82

#### 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 three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 12.9% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

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

## H.3 OPTIONS

## A. Priced Options/Extended Services

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," and FAR 37.111, the Contractor hereby grants to the Government options to extend the term of the contract for four one year periods, and six one-month periods. The first, second, third and fourth option periods are to be exercisable by issuance of a unilateral modification no later than 30 calendar days prior to the expiration of the contract. The fifth through tenth option periods are to be exercisable by issuance of a unilateral modification prior to the expiration of the contract. Upon exercise of such option(s) by the Government, the following items will be increased by the amounts specified below for each option period.

<u>Item</u>	<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)	560,300 hours	560,300 hours	560,300 hours	560,300 hours
Estimated Cost (Ref. B.3)	\$20,012,000	\$20,595,000	\$21,335,000	\$22,155,000
Award Fee (Ref. B.3)	\$ 1,300,000	\$ 1,338,000	\$ 1,386,000	\$ 1,440,000

<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)	46,690 hours	46,690 hours	46,690 hours	46,690 hours	46,690 hours	46,690 hours
Estimated Cost (Ref. B.3)	\$1,876,000	\$1,876,000	\$1,876,000	\$1,876,000	\$1,876,000	\$1,876,000
Fixed Fee (Ref. B.3)	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000



	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Award Fee Availability (Ref. B.3)				
6/1/95 - 11/30/95	\$650,000			
12/1/95 - 5/31/96	\$650,000			
6/1/96 - 11/30/96		\$669,000		
12/1/96 - 5/31/97		\$669,000		
6/1/97 - 11/30/97			\$693,000	
12/1/97 - 5/31/98			\$693,000	
6/1/98 - 11/30/98				\$720,000
12/1/98 - 5/31/99				\$720,000

#### B. Priced Option - Additional Level of Effort

1. The Contractor hereby grants to the Government options to increase the contract level of effort by the amounts specified below for each period. The Government's options may be exercised once or multiple times in minimum amounts of 1,875 hours of effort. Such options are to be exercisable by issuance of a unilateral modification.

	<u>Level of Effort (Ref. 8.2)</u>
Initial Contract Period	56,250 hours
First Option Period	56,250 hours
Second Option Period	56,250 hours
Third Option Period	56,250 hours

Fourth Option  
Period

56,250 hours

2. When any increment of the above option is exercised, the contract cost and fee set forth in 8.3, Estimated Cost, Award Fee and Fixed Fee will be increased using the appropriate rates set forth below:

		<u>Rate Per Hour</u>
Initial Period	Cost	
	Award Fee	⋮
First Option	Cost	⋮
	Award Fee	⋮
Second Option	Cost	
	Award Fee	
Third Option	Cost	
	Award Fee	
Fourth Option	Cost	
	Award Fee	

3. Increases in the award fee will be allocated to the applicable award fee schedule period.

#### H.4 OBSERVATION OF REGULATIONS AND CONTRACTOR'S EMPLOYEES IDENTIFICATION

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 at 1 Langley Boulevard (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.

C. Uniforms--The Contractor shall furnish uniforms to be worn by all trades personnel assigned to work-on-site at LaRC. The uniforms shall be suitable for the type of services specified, taking into consideration the weather and other environmental conditions to be encountered. The uniforms shall have an arm or pocket patch marked with the Contractor firm name or insignia.

#### H.5 VIRGINIA AND LOCAL SALES TAXES (LaRC 52.229-92) (APR 1992)

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

#### H.6 WAGE DETERMINATIONS (WD) AND GENERAL DECISIONS (GD)

The following is a listing of the wage rates and fringe benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit D for a copy of these documents:

<u>Title</u>	<u>Number</u>	<u>Rev/Mod</u>	<u>Effective Date</u>
Wage Determination	87-0211	14	10/28/93
Wage Determination	87-0215	15	10/28/93
Wage Determination	81-877	5	03/15/94
General Decision	VA930035	2	05/28/93
General Decision	VA930018	6	11/05/93

The wage determinations listed above constitute the "attachment" as referred to in Paragraph (c), Compensation, of the Section I clause entitled "Service Contract Act of 1965, As Amended." The general decisions listed above constitute the "attachment" as referred to in Paragraph (a) of the Section I clause entitled "Davis-Bacon Act." (See H.11, Construction Provisions, Paragraph 8.)

#### H.7 NATIONAL AGENCY CHECK (NAC)

All Contractor employees must have a favorable NAC completed. The Contractor shall submit a properly executed NASA Form 531 (NF 531), Name Check Request, to the LaRC Security Officer, Mail Stop 182, for each Contractor employee. In addition, each such employee is required to be fingerprinted at the LaRC Badge and Pass Office, Building 1228, or by any authorized agency or department utilizing Fingerprint Card FD-258. Approximately 75 days are required to complete the NAC after receipt of the NF 531 and FD-258. The NAC is not required if an employee has a Secret or higher clearance. When it is necessary for an employee to perform work prior to completion of the NAC, the employee may be escorted while at the site by an individual who has a favorable NAC or a higher level of investigation favorably adjudicated, or a Secret or higher clearance, or as otherwise approved by the Security Officer. Employees may access NASA ADP equipment prior to completion of the NAC only as approved by the LaRC Security Officer on a case-by-case basis.

#### H.8 OPTION TO PURCHASE CONTRACTOR-PROVIDED VEHICLES

At the end of the contract period of performance, the Contractor grants the Government the following options regarding any Contractor-provided vehicles purchased for and used in performance of this contract: (1) The Contractor agrees to sell the vehicles to a successor Contractor at their depreciated value based on the Contractor's depreciation schedule; or (2) The Contractor agrees to sell the vehicles to the Government at their depreciated value based on the Contractor's depreciation schedule; or (3) The Contractor agrees to utilize the depreciated vehicles on a follow-on contract if the Contractor is the successor Contractor; or (4) The Contractor agrees to sell the vehicles for their fair market value within 120 days after the end of the period of performance and to adjust the contract for the amount of any gain/loss of the sale price minus the depreciated value and selling expenses. The Government may exercise one of the above options by unilateral modification issued to the Contractor not later than 30 days after the end of the contract period of performance.

#### H.9 SUBCONTRACTING PLAN

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

#### H.10 CONSTRUCTION PROVISIONS

A. The Construction Contract clauses set forth in Section I shall be applicable to the extent of any "construction" work performed under the contract, as defined in Federal Acquisition Regulation (FAR) 22.400 and 36.102.

B. The Contractor will utilize the applicable current U.S. Department of Labor (DOL) General Decision, attached hereto as Exhibit D, as the minimum wages to be paid the classes of employees described therein in the performance of "construction" work under this contract. This exhibit will be updated by a unilateral administrative modification action when changed by DOL; however, any existing construction subcontracts shall not be changed to insert the "updated" wages.

C. Pursuant to FAR 28.102 and NASA FAR Supplement (NFS) 18-28.1, for every construction subcontract that exceeds \$25,000, the Contractor shall require the subcontractor to furnish a Performance Bond in the amount of 100% of the contract price and a Payment Bond in the amount of 50% of the subcontract price.

D. Except as approved in advance by the Procurement Officer, all construction tasks over \$10,000 covered by SOW, Paragraph 5.1 shall be subcontracted to Small Business and Small Disadvantaged Businesses. Construction tasks under \$10,000 may be subcontracted. All construction subcontracts shall be firm fixed price unless approved in advance by the Contracting Officer.

#### H.11 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect

ceiling rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is TBN. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

<u>Indirect Cost Pool</u>	<u>Ceiling Percentage</u>	<u>Allocation Base</u>
G&A		Total Cost Excluding G&A

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on TBN. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

H.12 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.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (SEP 1991)
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)

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 1992)

52.210-5 New Material (APR 1984)

52.212-8 Defense Priority and Allocation Requirements (SEP 1990)

52.215-1 Examination of Records by Comptroller General (FEB 1993)

52.215-2 Audit - Negotiation (FEB 1993)

52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991)

52.215-24 Subcontractor Cost or Pricing Data (DEC 1991)

52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989)

52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)

52.215-33 Order of Precedence (JAN 1986)

52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (JUL 1991)

52.216-7 Allowable Cost and Payment (JUL 1991)

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 (JAN 1991)

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)

52.222-18 Notification of Employee Rights Concerning Payment of Union Dues or Fees (MAY 1992)

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)

52.223-2 Clean Air and Water (APR 1984)

52.223-3 Hazardous Material Identification and Material Safety Data (NOV 1991) Alternate I (NOV 1991)

52.225-11 Restrictions on Certain Foreign Purchases (APR 1991)

52.227-1 Authorization and Consent (APR 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (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)

52.230-2 Cost Accounting Standards (APR 1992)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (AUG 1992)

52.230-5 Administration of Cost Accounting Standards (AUG 1992)

52.232-9 Limitation on Withholding of Payments (APR 1984)  
 52.232-17 Interest (JAN 1991)  
 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 (DEC 1991) Alternate I (DEC 1991)  
 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 (JAN 1991)  
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)  
 52.243-2 Changes - Cost-Reimbursement (AUG 1987) Alternate II (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)  
 52.251-1 Government Supply Sources (APR 1984)  
 52.253-1 Computer Generated Forms (JAN 1991)

#### 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 (NOV 1992)
18-52.204-71	NASA Contractor Financial Management Reporting (DEC 1988)
18-52.219-74	Use of Rural Area Small Businesses (SEP 1990)
18-52.219-75	Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992)
18-52.219-76	NASA Small Disadvantaged Business Goal (JUL 1991)
18-52.223-70	Safety and Health (SEP 1993)
18-52.228-75	Minimum Insurance Coverage (OCT 1988)
18-52.237-70	Emergency Evacuation Procedures (DEC 1988)
18-52.242-72	Observance of Legal Holidays (AUG 1992) Alternate II (SEP 1989)
18-52.245-70	Acquisition of Centrally Reportable Equipment (MAR 1989)
18-52.245-71	Installation-Provided Government Property (MAR 1989) Alternate I (MAR 1989)

#### I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text. Clauses 52.222-6 through 52.222-16 and 52.228-2 are applicable to the construction effort required by the Statement of Work in Exhibit A:

52.252-2	Clauses Incorporated by Reference (JUN 1988)
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 1991)
52.217-9	Option to Extend the Term of the Contract (MAR 1989)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-6	Davis-Bacon Act (NOV 1992)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (FEB 1988)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) FEB 1988)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-16	Approval of Wage Rates (FEB 1988)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.223-6	Drug-Free Workplace (JUL 1990)
52.225-3	Buy American Act - Supplies (JAN 1994)
52.228-2	Additional Bond Security (APR 1984)
52.232-25	Prompt Payment (SEP 1992)
52.242-13	Bankruptcy (APR 1991)
52.252-6	Authorized Deviations in Clauses (APR 1984)
18-52.209-71	Limitation of Future Contracting (DEC 1988)
18-52.216-76	Award Fee for Service Contracts (SEP 1993)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property (MAR 1989)

### I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

### I.4 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 the exception of any information described in this certification, 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

\_\_\_\_\_ (contract and modification number).

(2) As required by subsection 27(e)(1)(8) 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 proposal 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 subsections 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--Modification (Continuation Sheet), ENTER NONE IF NONE EXIST) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
[Signature of the officer or employee responsible for the modification proposal and date]

\_\_\_\_\_  
[Typed name of the officer or employee responsible for the modification proposal]

\*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)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time 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 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.5 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. 4508) 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.6 INTEGRITY OF UNIT PRICES (FAR 52.215-26) (APR 1991)

(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 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. 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.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the schedule.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

### I.8 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 zero 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.9 DAVIS-BACON ACT (FAR 52.222-6) (NOV 1992)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll

records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) Except with respect to helpers, as defined in section 22.401 of the Federal Acquisition Regulation, the work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such a classification prevails in an area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.



(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### I.10 WITHHOLDING OF FUNDS (FAR 52.222-7) (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### I.11 PAYROLLS AND BASIC RECORDS (FAR 52.222-8) (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information

may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such actions as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### I.12 APPRENTICES AND TRAINEES (FAR 52.222-9) (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

I.13 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FAR 52.222-10) (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

I.14 SUBCONTRACTS (LABOR STANDARDS) (FAR 52.222-11) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination - Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

I.15 CONTRACT TERMINATION - DEBARMENT (FAR 52.222-12) (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

I.16 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FAR 52.222-13) (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

I.17 DISPUTES CONCERNING LABOR STANDARDS (FAR 52.222-14) (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the

Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.18 CERTIFICATION OF ELIGIBILITY (FAR 52.222-15) (FEB 1988)**

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**I.19 APPROVAL OF WAGE RATES (FAR 52.222-16) (FEB 1988)**

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**I.20 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)**

(a) **Definitions.** "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) **Applicability.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) **Compensation.**

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages

and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) 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 pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the

previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a

hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of Section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

- (A) Name and address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative, under the terms of paragraph (c) of this clause. A copy of the



report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of Payment and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report this fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of

contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.**

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, that the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### I.21 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.

#### I.22 BUY AMERICAN ACT - SUPPLIES (FAR 52.225-3) (JAN 1994)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products. -

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those -

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (see Section 25.105 of the Federal Acquisition Regulation).

#### I.23 ADDITIONAL BOND SECURITY (FAR 52.228-2) (APR 1984)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if -

(a) Any surety upon any bond furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

#### I.24 PROMPT PAYMENT (FAR 52.232-25) (SEP 1992)

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, meat food products, or fish; 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 fresh or frozen fish, as defined in Section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) 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.

(iv) 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.

(v) If the contract does not require submission of an invoice for payment (e.g., period lease payments), the due date will be as specified in the contract.

(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, meat food products, or fish, 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, meat food products, or fish, 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.25 BANKRUPTCY (FAR 52.242-13) (APR 1991)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

## I.26 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.27 LIMITATION OF FUTURE CONTRACTING (NASA 18-52.209-71) (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of

all prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is that the Contractor will be preparing final design packages that will be incorporated into construction solicitations. Consequently, the Contractor will be prohibited from proposing/bidding on any construction efforts where the designs were prepared by the Contractor.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

#### I.28 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (NASA 18-52.245-73) (MAR 1989)

(a) The Contractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in Section 18-45.7101 of the NASA FAR Supplement, except that the reporting of space hardware shall be required only as directed in clause 18-52.245-78, Space Hardware Reporting, if applicable.

(b) If administration of this contract has been delegated to the Department of Defense, the original and three copies of NASA Form 1018 shall be submitted through the DOD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the forms shall be submitted directly to the following NASA office:

NASA, Langley Research Center  
Attn: Industrial Property Office, M/S 377  
Hampton, VA 23681-0001

(c) The annual reporting period shall be from July 1 of each year to June 30 of the following year.

(d) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not to the Government. The Contractor shall require the subcontractors' reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.

(e) The Contractor's report shall consist of a consolidation of the subcontractors' reports and the Contractor's own report.

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

SECTION J - LIST OF ATTACHMENTS

- Exhibit A            Statement of Work, 8 pages
- Exhibit B            Contract Documentation Requirements, 9 pages
- Exhibit C            Installation-Provided Government Property, 1 page
- Exhibit D            Registers of Wage Determinations and General Decisions, 58 pages
- Exhibit E            Subcontracting Plan, 9 pages\*

## EXHIBIT A

## STATEMENT OF WORK

## ENGINEERING FACILITIES &amp; EQUIPMENT SUPPORT SERVICES STATEMENT OF WORK

## 1.0 INTRODUCTION

The facilities at Langley Research Center, (LaRC) include office buildings, research apparatus, trailers, electrical substations, and other unique research structures, along with associated utility networks, roads, sidewalks, and parking lots. Many of these facilities utilize high voltage electrical power, high pressure fluids, and involve one-of-a-kind systems. The equipment at LaRC includes motors, electrical switchgear, compressors, pumps, cooling towers, and other types of support equipment essential to the operation of a large research center.

## 2.0 SCOPE

The Contractor shall furnish all services, personnel, vehicles, materials, tools, and equipment for the following:

- 2.1 Maintenance Services
- 2.2 Construction Work and Construction Activities
- 2.3 Engineering Services

## 3.0 GENERAL

- 3.1 When equipment or systems are required to be secured or deenergized for work to be performed by the Contractor, safety clearances will be provided by the Government.
- 3.2 The Contractor shall perform all services in accordance with applicable LaRC and NASA regulations and national standards
- 3.3 The Contractor shall provide after hours response to meet emergencies.
- 3.4 The Contractor shall provide services for scheduled, unscheduled, preventive, and/or predictive maintenance of all facilities and equipment under a Government established maintenance plan. The Contractor shall record and submit maintenance data obtained as a part of the work.
- 3.5 When required, the Contractor shall furnish reports, computations, diagrams, sketches, layouts, as-built drawings, equipment operating and maintenance manuals, stress analyses, specifications, and cost estimates when repairs, alterations, or modifications are made to facilities, equipment or systems.

- 3.6 The Contractor shall maintain all tools and equipment for which he is accountable in a safe and operable condition.
- 3.7 The Contractor shall maintain his job sites and shop areas free of waste materials, trash, and other debris on a daily basis. Materials determined by the Government to have salvage value shall be removed by the Contractor and delivered to a Government designated area.
- 3.8 The Contractor shall provide excavating as required in performance of tasks under this contract.
- 3.9 The Contractor shall maintain an effective means of communication between field personnel and the on-site office.
- 3.10 The Contractor shall be responsible for handling, removing, working with, and/or packaging for disposal, hazardous materials to include polychlorinated biphenyls (PCB's), coatings and corrosion control waste, and contaminated waste oil as encountered in the performance of this contract or as directed by work order. This effort shall be performed in accordance with applicable OSHA, EPA, and state regulations. Disposal of hazardous waste will be by others.
- 3.11 The Contractor shall provide services for subcontracted tasks. Services to be provided include preparation of bid packages from drawings, specifications, and cost estimates; solicitation of bids; and award and administration of subcontracts. All subcontract shall be firm-fixed price unless approved in advance by the Contracting Officer. The Contractor shall be responsible for the total subcontracting effort.

#### 4.0 MAINTENANCE SERVICES

##### 4.1 HEATING, VENTILATION, AIR CONDITIONING, AND REFRIGERATION SYSTEMS

4.1.1 The Contractor shall maintain heating, ventilation, air conditioning, and refrigeration systems including associated controls, utilizing appropriate test equipment. Services shall include lubrication, cleaning, repair, and adjustment of equipment as required. Service of systems shall comply with Federal and LaRC regulations regarding containment, reclamation, and disposal of refrigerants. The equipment to be serviced shall include:

- 4.1.1.1 All equipment related to the refrigerant cycle.
- 4.1.1.2 All interconnecting refrigerant piping.
- 4.1.1.3 All air handling units for heating, ventilation, and air conditioning systems.
- 4.1.1.4 All pneumatic, electric, and electronic controls, including Direct Digital Controls and control valves

for steam and hot water where they are installed in heating, ventilating, and air conditioning systems.

- 4.1.1.5 All return and supply grills, dampers, and damper operators, both pneumatic and electric.
- 4.1.1.6 All pressure and temperature controls, thermometers, gauges, control devices, thermostats, starters, manual and automatic valves located in heating and cooling equipment.
- 4.1.2 The Contractor shall provide services to maintain condensers and filters; shall analyze system problems; shall read recording and psychrometric charts; shall balance system air flow; and adjust or calibrate pneumatic, electric, and electronic controls as specified by blue prints, drawings, and/or machinery and equipment manuals. Services shall be performed on conventional air conditioning and refrigeration systems of up to 1000 tons capacity including reciprocating, centrifugal, and absorption equipment. Services shall include maintenance and repairs to cooling and heating systems unique to a research operation.
- 4.1.3 The Contractor shall provide services to monitor and maintain a water treatment program to measure and control corrosion rates and biological growth for cooling towers and closed circuit heating and cooling systems.
  - 4.1.3.1 Water samples shall be drawn weekly and delivered to a designated location for analysis by others.
  - 4.1.3.2 Records and reports of individual system conditions and applied treatments shall be maintained.
  - 4.1.3.3 Structural defects or degradation of equipment shall be reported to the Government.
- 4.1.4 The Contractor shall provide sheetmetal services for fabrication, repairs, and modifications to heating, ventilation, and air conditioning systems, exhaust systems, vents, fume hoods, and unique apparatus.

#### 4.2 PIPING SYSTEMS

The Contractor shall provide services for pipefitting, insulating, and welding.

- 4.2.1 Pipefitting services shall include the fabrication and installation of pipe and/or tubing as required for the maintenance, repair, or modification of steam, air, liquid and gaseous systems involving high pressure and vacuum. Periodic maintenance shall also be performed on heat exchangers, steam traps, backflow devices, expansion devices, and/or vibration

eliminators, (pertinent to piping systems), filters, strainers, reducing stations, and fire protection systems.

- 4.2.2 Insulation and covering services for cryogenics; piping; heating, ventilation, and air conditioning systems; and heat exchangers.
- 4.2.3 The Contractor shall provide services and certified personnel to accomplish asbestos abatement, removal, and disposal. These services are required on asbestos efforts involving piping systems, interior and exterior of facility structures, cooling towers, and research structures as required.
- 4.2.4 Welding and fabrication services shall be performed on structural members and pressure systems. Work shall include grinding, burning, fitting, and welding related to the fabrication of fixtures, brackets, tool hardware; and the maintenance repair, or modification of facilities. Nondestructive Testing shall be performed by others. Welders shall have the appropriate certification for the types of welds performed.

#### 4.3 ELECTRICAL SERVICES

The Contractor shall provide electrical services for the maintenance, repair, alteration, and minor modifications of lighting and power systems; large and small motors and generators; electrical switchgear; circuit breakers; reproduction and photographic equipment; transformers; large battery banks; automotive type batteries; and fire protection systems.

- 4.3.1 Services shall include installation, modification, repair, and troubleshooting of electrical feeders, branch circuits, lighting fixtures, lighting and power systems, and associated controls. These systems include solid state industrial controls.
- 4.3.2 Services shall be performed on motors ranging from fractional HP to approximately 63,000 HP and on generators associated with wind tunnel drive systems operating at voltages up to 13,800 volts. Services shall also be performed on large AC and DC power supplies, (10 MW, 6,600 V), welding equipment, and battery charging equipment. Maintenance services shall include disassembly, meggering, cleaning, painting, replacing defective parts, and reassembly.
- 4.3.3 Services shall be performed on circuit breakers, transformers, tap changers, and switchgear, including both air and oil types. Large transformers and circuit breakers operating at voltages up to 115,000 volts shall be maintained. Services provided shall include disassembly for visual or mechanical inspection, testing, repairs, and reassembly. Adjustments to contact alignment, over-travel, and pressure shall be performed.

Inspection of mechanical operation of auxiliary devices, shock absorbers, bumpers, position indicators, and latch checking switches shall be performed.

- 4.3.4 Services shall be performed on battery operated emergency lighting systems, laboratory battery banks, and substation service batteries. All substation service batteries and battery chargers shall be checked for proper operating condition on a Government determined schedule. Battery banks shall be tested every 30 days for charge equalization and ground fault. All defective batteries shall be replaced. The Contractor shall furnish weekly, monthly, and quarterly reports of battery chargers, pilot cells, and the general condition of battery banks. The data shall be compiled on Government provided forms and shall include specific gravity and charging voltage and amperage.

#### 4.4 MECHANICAL SYSTEMS. MACHINERY, TOOLS, AND EQUIPMENT

- 4.4.1 The Contractor shall provide mechanical services for maintenance, repair, and/or overhaul of machinery, compressors, valves (including high pressure and vacuum), pumps, and various mechanical equipment. The Contractor shall also be required to perform precise fitting of components associated with complex and dedicated equipment such as precision machine tools. Minor repairs to compressors and associated equipment located in the West and East Area Compressor Stations will be performed by others.
- 4.4.2 Services shall be performed on centrifugal, rotary, and reciprocating compressors; gear and piston type pumps; water and vacuum pumps; heat exchangers; cooling towers; general shop equipment; diesel equipment; printing and photographic equipment; and power transmission equipment such as wind tunnel drives, gear trains, and rotating components. The Contractor shall service and repair shafting, align couplings, and mesh gears in gear boxes.
- 4.4.3 The Contractor shall provide services to clean systems such as heat exchangers, cooling circuits, and unique heat transfer equipment. Services shall include the disposal of contaminants which are generated by the cleaning process.
- 4.4.4 The Contractor shall provide services to maintain, manage, and control a variety of existing tools and equipment to be issued/loaned to maintenance personnel. Typical tool items include hand and power tools, hydraulic torque wrenches, precision measuring devices, and test equipment. In addition, an inventory of incidental material such as nuts, bolts, sealants, lubricants, fittings, etc., shall be maintained. The Contractor shall be responsible for accountability and documentation of items loaned and shall provide monthly status



reports of tools and equipment currently on loan. Tools and equipment shall be maintained in good working condition, and material items shall be replenished as necessary to maintain inventory levels. Calibration of equipment will be performed by others. The Contractor shall coordinate the calibration of equipment as required.

#### 4.5 BUILDINGS AND FACILITIES

The Contractor shall provide services for carpentry, roofing, painting, masonry, and paving.

4.5.1 The Contractor shall provide carpentry services for alterations, maintenance, and repairs to facilities. Work will be assigned for both interior and exterior services including the furnishing and erecting of staging; the replacement of windows, doors, glass, locks, hinges, and closers; the construction, removal, relocation, modification, and repair of walls and partitions; and the installation or removal of ceiling tile, floor tile, and vinyl covering. Services shall also include construction of cabinetry, shipping containers, storage boxes, and similar items.

4.5.2 The Contractor shall furnish services for maintenance and repairs to roofs including built-up, (insulated and noninsulated), metal surface, membrane, corrugated fiberglass, shingle, and slate, on structures, facilities, and trailers. Services shall also be required for flashing, gravel stops, ventilators, gutters, pitch pockets, ridge caps, scuppers, and similar items.

4.5.3 The Contractor shall be required to paint various interior and exterior surfaces such as pipe, ducts, conduit, structural steel, metal siding, chain link fences, platforms, streets, curbing, and parking lots. Surfaces to be painted may be of wood, metal, cement asbestos, plaster, concrete, gypsum, masonry, and other similar materials.

4.5.4 The Contractor shall provide services for interior and exterior masonry and paving. Masonry service shall include construction, maintenance, modification, or repair of footings, foundations, piers, columns, walls, and tile. Paving repairs and alterations shall be provided for concrete or asphalt roads, curbs, parking lots, sidewalks, floors, retaining walls, and decorative structures.

#### 4.6 RIGGING, HAULING, AND DISMANTLING

The Contractor shall provide rigging and hauling services for operations, maintenance, and dismantling. The Contractor shall provide coordination for hauling operations requiring police escort over local streets.

4.6.1 The Contractor shall provide rigging and hauling services, requiring the dismantling and lifting/moving of equipment such as rotary and reciprocating compressors, water and vacuum pumps, heat exchangers, reproduction equipment, electrical equipment, high pressure piping, shop equipment, test equipment, research models, and unique structures.

4.6.2 The Contractor shall provide services for the dismantling of steel structures and/or equipment.

#### 4.7 UTILITY CONTROL AND ENERGY MONITORING SYSTEMS

The Contractor shall provide services to operate, maintain, repair and monitor the LaRC wide Utility Control System, (UCS), and energy monitoring system. Services shall also include modifications to field equipment and interface devices to facilitate system changes. Drawings and documentation shall be maintained to reflect the current system configuration, and special reports shall be provided by the Contractor as requested by the Government.

#### 4.8 CALIBRATION, TESTING, AND COMPONENT VERIFICATION

The Contractor shall provide services to calibrate pressure gauges, certify relief valves, and fabricate high pressure hoses utilizing compression fittings. Services shall include occasional pressure tests for verification of unique components. Documentation and component labeling shall be performed to track components that are tested.

#### 4.9 OXYGEN AND ULTRASONIC CLEANING

4.9.1 The Contractor shall provide services to clean system and subsystem piping/hardware in accordance with LaRC Langley standards for compatibility with oxygen service. Most service shall be performed in a dedicated Government facility meeting cleanliness standards for oxygen service. However, some piping/hardware shall be cleaned in the field. The Contractor shall maintain the oxygen cleaning facility to meet cleanliness standards. The Contractor shall establish and maintain complete documentation of all items cleaned.

4.9.2 The Contractor shall provide services to clean metallic and nonmetallic components/hardware such as filters, instruments, seals, tools, valves, fasteners, and/or other items as requested.

### 5.0 CONSTRUCTION WORK AND CONSTRUCTION ACTIVITIES

#### 5.1 MODIFICATIONS, REPAIRS AND ALTERATIONS

The Contractor shall provide construction services for modifications, repairs, additions, or construction of facilities. These tasks will be clearly identified by the Government and will range up to \$250,000 in

total cost. The Contractor shall provide all construction records, applicable as-built drawings, and equipment manuals to the Government for microfilming.

## 5.2 CORROSION CONTROL AND COATINGS SERVICES

The Contractor shall provide corrosion control and coating services including surface preparation; coating application; protection of facilities, equipment, and other property during coatings operations; clean-up of waste materials; emission control of particulates resulting from coatings operations; disposal of non-hazardous waste materials; quality control; and corrosion preventative maintenance planning. Surfaces to be coated will include but not be limited to the exterior and interior of steel structures, wind tunnels, spheres, pressure vessels, mechanical equipment, electrical equipment and substations, office interiors, and shops. Markings for roads, curbs, and parking lots shall be applied.

## 6.0 ENGINEERING SERVICES

- 6.1 The Contractor shall provide engineering services that include the design, investigation, and evaluation of construction efforts such as modifications, additions, alterations, and construction of facilities.
- 6.2 The Contractor shall provide Preliminary Engineering Reports, (PER), and other design documents such as reports, drawings, and specifications. The PER shall contain the work statement, engineering design, and construction cost estimate.
- 6.3 The Contractor shall prepare and present pertinent data to support formal and informal design reviews during the progress of those projects designated by the government to undergo a review process.
- 6.4 The Contractor shall review specifications and drawings prepared by others for work to be subcontracted, to ensure that the design is cost effective and technically correct.
- 6.5 The Contractor shall provide engineering services to support maintenance and repair tasks performed under this contract.

EXHIBIT B - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Financial Management Reports--The Contractor shall comply with the Section I clause of this contract entitled "NASA Contractor Financial Management Reporting" by monthly submission of NASA Form 533M. The form shall be prepared and submitted in accordance with the instructions set forth on the reverse side of the form and 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 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 months.

4. The Contractor shall submit separate 533M breakouts for the following:

a. Summary 533 for the entire contract

b. Breakouts by Work Area

(1) Maintenance and Repair

(2) Corrosion Control and Coatings Cost

(3) Rigging and Hauling Costs

(4) Construction Cost Summary

5. Minimum reporting categories (Prime and LOE subcontractor):

Hours

Direct Labor Straight Time Hours

Director Overtime Hours

Total Direct Labor Hours

Administrative Support Hours

Training Hours

Nonproductive Hours

Total Hours

Costs

Direct Labor Straight Time Costs

Direct Overtime Costs

Total Direct Labor Costs

Administrative Support Labor Costs  
 Nonproductive Labor Costs  
 Total Labor Costs  
 Payroll Additives and Fringe Benefits  
 Other Direct Costs (ODC)  
 Supplies and Materials  
 Construction Subcontracts  
 Other Subcontracts  
 Travel/Relocation  
 Motor Vehicles  
 Equipment  
 Training  
 Misc. ODC  
 G&A  
 Total Cost  
 Fee  
 Total Cost and Fee

6. Each 533M shall include three attachments. The first attachment shall detail by month and by reporting category actual and projected hours and dollars versus the financial baseline plan. The second attachment shall provide a narrative explanation for variances exceeding 10% between planned hours and dollars and actual hours and dollars for each reporting category. The third attachment shall detail, for each active construction project, the following data as a minimum:

- a. Project number and title
- b. Method of accomplishment (in-house vs subcontract)
- c. Total subcontract value
- d. Percent complete
- e. Estimated/Actual completion date

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

C. Management and Operations Plan--Within 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 Plan--Detailed plans for maintaining competent staffing at each organizational level. These plans shall include the methods to be employed in accommodating fluctuating workloads, for backup arrangements to accommodate personnel absences, for personnel training and for recruiting replacements and additional personnel. Include management policies which contribute to employee retention, morale, and productivity, such as career development, fringe benefits, leave, salary, employee recognition, and recognizing and correcting morale problems. Include your company policies for recruiting, hiring, training, and career development of individuals with disabilities. Also, include programs for motivating and incentivizing employees to continuously

improve and increase productivity. Address Time and Attendance (T&A) procedures during inclement weather.

2. Technical Operations Plan--Plans for organizing, assigning resources, and performing each task area outlined in the Statement of Work; tracking and controlling the work; recognizing and reporting technical problems and schedule slippages and follow-up on reported problems. In addition, include a brief description of: the proposed method of controlling actual versus planned costs; procurement functions to be performed at the Contractor's facility/home office; your purchasing practices and procedures; plans for selecting, monitoring and administering any proposed subcontract effort; and plans for maintaining operational status of Contractor-furnished Items and Government-furnished Equipment.

3. Organization--An organization chart and narrative describing the proposed organization, Contractor/Government interfaces, lines of authority within the organization, and responsibilities and authority of the Key Personnel including a discussion of the proposed managerial authority, autonomy and 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 first 12-month interval of the total five year contract period. Financial baseline plans for each of the remaining 12-month intervals shall be submitted within 10 days of the anniversary of the effective date of this contract. Financial baseline plan revisions resulting from the exercise of priced option hours shall be submitted 10 days following the effective date of the option being exercised. 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. The Financial Baseline Plan will be revised each time a contract modification is executed which increases or decreases the contract estimated cost for a reason other than an overrun. The Financial Baseline Plan shall not be revised to include overrun costs.

D. Safety and Health Plan--Within 30 calendar days after contract award, the Contractor shall submit for the Contracting Officer's approval, a comprehensive Safety and Health Plan in accordance with the Section I clause entitled "Safety and Health" containing, 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. Safety Monitoring and Area Safety--Description of operations which require protective devices (hard hats, eye protection, etc.) be worn and description of your safety monitoring program.
  5. Accident Investigation and Reporting--Procedures for investigating and reporting accidents/incidents.
  6. 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. Include recognition of LHB 1710.12, Potentially Hazardous Materials.
  7. Equipment Inspection/Repair--Procedures for equipment safety inspection and repair.
  8. Health--Detailed plans for insuring that baseline physicals, audiograms, or other specialized health examinations required for performance of effort under this contract are obtained.
  9. Safety Related Procurement Functions--Plans for complying with the requirements of LMI 5000.2, specifically, plans for coordinating the acquisition of safety sensitive items or services for use at Langley Research Center, requiring the review and/or concurrence of the Head, Safety Engineering Branch. Include in your plan safety review procedures for the acquisition of pressurized components and lifting devices.
  10. People with Disabilities--In accordance with the Americans with Disabilities Act, the plan should specify that prior to assigning a person with disabilities to this contract, the Contractor shall contact the Disability Program manager (804) 864-7718.
  11. Other Safety Considerations--Any other safety considerations unique to your operation.
- E. Monthly Work Progress Report--The Contractor shall submit a monthly work progress report. This report shall include date prepared, service reference number, work description, job order, original completion date, revised completion date, actual completion date, craft code, original man-hour estimate, actual man-hours expended by week for the current month, monthly total, and total to date. This report shall be submitted within five working days following the end of the Contractor's accounting month.

F. Weekly Work Completion Report--The Contractor shall submit a weekly work completion report. This report shall include date prepared, service reference number, job order, original completion date, revised completion date, actual completion date, craft code, original man-hour estimates, actual man-hours expended, labor/material/total direct costs incurred, and any variance. This report shall be submitted by close of business on the last day of the reporting period.

G. Daily Work Report--The Contractor shall submit a daily work report by craft code to reflect work scheduled for that day. This report shall include date, service reference number, work order status, building number, employee name, service man-hour estimate, and comments. This report shall be submitted by 7:30 a.m. each workday.

H. Monthly Job Order Summary--The Contractor shall submit a monthly job order summary that includes cumulative-to-date costs incurred by job order. This report shall be submitted within five working days following the end of the Contractor's accounting month.

I. Quarterly Accident/Injury Report--The Contractor shall submit a Quarterly Accident/Injury Report within 10 days after the end of each quarter. All accidents shall be reported real time to the LaRC Safety Manager and COTR, with formal written reports within 24 hours of occurrence.

J. Monthly Staffing Report--The Contractor shall submit a monthly report listing the staffing for that month for each Statement of Work task area. This report shall be submitted within five working days following the end of the Contractor's accounting month.

K. Annual Tool and Equipment Inventory Report--Within 60 days after the effective date of the contract, the Contractor shall submit a report of all Contractor and Government provided tools and equipment (excluding office furniture and expendable items). Updating of this report shall be continuous and submitted to the Government annually thereafter.

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

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

N. Report of Government-Owned/Contractor Held Property (NASA FORM 1018)--The Contractor shall submit the NASA Form 1018 no later than July 31 of each year in accordance with the Section I clause entitled "Financial Reporting of Government-owned/Contractor-held Property."



O. 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. In addition to other instructions on the reverse of the SF 294, the Contractor is required to report awards to Women-Owned (W-O) business, Historically Black Colleges and Universities (HBCUs) and other Minority Educational Institutions (MEIs). This information shall be detailed in Block 18 as follows:

Subcontract awards to small W-O businesses this reporting period: \$

Subcontract awards to HBCUs and/or MEIs this reporting period: \$

The total subcontract dollars to W-O businesses, HBCUs, and MEIs shall be included in Blocks 15A and 16.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 18-52.219-75, Small and Small Disadvantaged Subcontracting Reporting.

Pursuant to the contract clause entitled "Small Business and Small Disadvantaged Subcontracting Plan" (FAR 52.219-9 and 19.704(a)(5)), you are required to submit a letter progress report on a monthly basis. The "Monthly Progress Report for Socioeconomic Goals" shall be limited to the monthly data only (excluding cumulative data from beginning of Subcontract Plan) as required for Lines 15A, 15B, 15C, and 16 of the Standard Form 294. (See the sample in Section J, List of Attachments.) Letter progress reports may be signed by the Contract Administrator or equivalent organizational level, and each report is due by the 10th calendar day of the month following the close of the reporting period.

P. Skill Mix and Wage Report--Within 30 calendar days after the effective date of this contract, the Contractor shall furnish to the Government as skill mix and wage report that includes company position titles and current hourly rates. Unless new or additional, any company job titles that differ from the Government job titles specified in RFP 1-56-5700.3200 shall be cross-referenced to the Government job titles.

Within 30 calendar days after the end of each contract year, the Contractor shall furnish to the Government a follow-up report that includes the foregoing information plus the percentage (if any) each labor rate has escalated since the last report, the basis by position of any escalations which was given since the last report, and the amount of cash awards or bonuses (if any).

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

R. Evidence of Insurance--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.

S. Virginia and Local Sales Taxes--In accordance with Section H.7, you are required to submit a copy of the letter sent to the Virginia Tax Commission and a copy of the subsequent response.

T. Award Fee Self-Evaluation Report--Within 10 days after the conclusion of each award fee evaluation period, the Contractor shall submit a report that summarizes the major work accomplishments and analyzes actual versus planned costs and hours. The summary of the major work accomplishments should include sufficient detail to identify the work and explain the Contractor's accomplishments. This summary should also address employee turnover figures. The analyses of actual versus planned costs and hours should address each of the categories described in the Financial Management Reports section of this Exhibit. This analysis shall be for the award fee evaluation period only, and shall consist of only total contract values (not for each work order). A narrative explanation for each significant variance shall also be included.

U. Drawings and Manuals--The Contractor shall submit construction as-built drawings and equipment manuals upon completion of the work order.

## II. DOCUMENT DISTRIBUTION REQUIREMENTS

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

National Aeronautics and Space Administration  
Langley Research Center  
Attn: \_\_\_\_\_, Mail Stop \_\_\_\_\_  
Contract NAS1-20243  
Hampton, VA 23681-0001

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

A--Contract Specialist, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop 481

C--NASA Work Control Section, Mail Stop 1668

D--Cost Accounting, Mail Stop 135

E--Safety Manager, Mail Stop 429

F--Industry Relations Representative, Mail Stop 144

G--Programs and Resources Division, Mail Stop 104

H--Management Resources Office, Mail Stop 105

I--Industrial Property Office, Mail Stop 377

J--According to instructions on form

K--Plant Contract Section, Mail Stop 449

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, D-2, G-1, H-1
Management and Operations Plan and Revisions	A-2, B-2
Safety and Health Plan	A-1, B-1, E-1
Monthly Work Progress Report	B-1, C-1
Weekly Work Completion Report	C-1, B-1
Daily Work Report	C-1
Monthly Job Order Summary	C-1
Quarterly Accident/Injury Report	A-1, B-1, E-1
Monthly Staffing Report	B-1
Annual Tool and Equipment Inventory Report	B-1, I-1
Conformable Wage Rate Agreement	A-1, B-1, F-1
Collective Bargaining Agreement	A-1, B-1, F-1
Report of Government-Owned/Contractor-Held Property (NASA Form 1018)	A-1, B-1, I-4
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, F-1
Summary Subcontractor Report (Standard Form 295)	A-1, F-1, J
Report on NASA Subcontracts (NASA Form 667)	J
Skill Mix and Wage Report	A-1
Federal Contractor Veterans Employment Report (VETS-100)	J-1
Virginia and Local Sales Tax Correspondence	A-1

Award Fee Self-Evaluation Report	A-1, B-1
Construction Drawings and Manuals	K-2
Evidence of Insurance	A-1
Monthly Progress Report for Socioeconomic Goals	A-1, F-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

Installation-Provided Government Property

## A. Office space, shop areas and storage facilities

1. Shop areas and storage facilities
2. Seven conex storage containers

## B. Equipment:

1. The Government has an extensive inventory of miscellaneous tools and equipment that will be made available to the Contractor on an as-needed basis.
2. Hand held radios, base stations and beepers/pagers
3. Lifting rigs, fixtures, slings, clamps, straps, come-a-longs, 5-ton crane, 14,000 pound forklift, 3,000 pound forklift, oil filter press, transformer charging pumps, 2,500-volt megger, 1,000-volt megger, spray equipment, cable reel jacks, sheet metal foot shears, hand break, Pittsburg lock seamer, portable pumps with hoses, internal and external surface grinders, drill presses, arbor presses, fixed and portable boring and rolling machines, optical and precision alignment equipment, threading machines, hydraulic tubing benders, band saws, roto-rooter, lathes, milling machine, grinders, sanders, hydraulic press, joiners, table saws, planers, tile removal machine, radial-arm saws, masonry saw, portable tar pots, air compressors, ladders, scaffolding, covers, rollers, brushes, sand and water blasters, and asbestos removal equipment including vacuum cleaner, negative pressure fan unit, power-pack units, portable shower, micro computers, displays, ADP printers, paint sprayers, gas monitors, welding machines, liquid transfer pumps, dust collectors, and multimeters
4. IBM Data Base III compatible work order monitoring and reporting data system

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

Jan L. Moss  
 Director  
 Division of  
 Wage Determinations

Class of Service Employees

LOCALITY	State: North Carolina, Virginia			
	Area: 5/			
Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/1991				
Fringe Benefit Payments				
Minimum Hourly Wage	Health & Welfare	Vacation	Holiday	Other

AUTOMATIC DATA PROCESSING OCCUPATIONS

1. Computer Data Librarian	\$ 8.26
2. Computer Operator I	\$ 9.58
3. Computer Operator II	\$ 11.83
4. Computer Operator III	\$ 13.70
5. Computer Operator IV	\$ 14.56
6. Computer Operator V	\$ 11.02
7. Computer Programmer I 1/	\$ 13.62
8. Computer Programmer II 1/	\$ 16.20
9. Computer Programmer III 1/	\$ 19.39
10. Computer Programmer IV 1/	\$ 17.62
11. Computer Systems Analyst I 1/	\$ 20.28
12. Computer Systems Analyst II 1/	\$ 23.23
13. Computer Systems Analyst III 1/	\$ 23.23
14. Peripheral Equipment Operator	\$ 8.26

INFORMATION AND ARTS OCCUPATIONS

1. Audiovisual Librarian	\$ 14.56
2. Exhibits Specialist I	\$ 13.06
3. Exhibits Specialist II	\$ 15.87
4. Exhibits Specialist III	\$ 17.63
5. Illustrator I	\$ 13.06

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 Director Division of Wage Determinations

State: North Carolina, Virginia

Area: 5/

Wage Determination No.: 87-0211 (Rev. 14) Date: 10/20/1991

Class of Service Employees

- 6. Illustrator II \$ 15.87
- 7. Illustrator III \$ 17.63
- 8. Library Technician \$ 11.02
- 9. Photographer I \$ 10.40
- 10. Photographer II \$ 13.06
- 11. Photographer III \$ 15.87
- 12. Photographer IV \$ 17.63
- 13. Photographer V \$ 21.32

TECHNICAL OCCUPATIONS

- 1. Archeological Technician \$ 15.87
- 2. Cartographic Technician \$ 15.87
- 3. Civil Engineering Technician \$ 15.87
- 4. Drafter I \$ 9.24
- 5. Drafter II \$ 10.40
- 6. Drafter III \$ 13.06
- 7. Drafter IV \$ 15.87
- 8. Embalmer \$ 17.63
- 9. Engineering Technician I \$ 10.16
- 10. Engineering Technician II \$ 11.63
- 11. Engineering Technician III \$ 13.02
- 12. Engineering Technician IV \$ 16.12
- 13. Engineering Technician V \$ 19.72

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

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

Class of Service Employees

LOCALITY	State: North Carolina, Virginia		Fringe Benefit Payments			
	Area: 5/		Health & Welfare	Vacation	Holiday	Other
Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/1991						
Minimum Hourly Wage						

- 14. Engineering Technician VI
- 15. Environmental Technician
- 16. Laboratory Technician
- 17. Mathematical Technician
- 18. Mortician
- 19. Photoplates Technician
- 20. Technical Writer

\$ 17.63

1. Instructor

Fringe benefits applicable to all classes of service employees engaged in contract performance:

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

2/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, elective and personal leave, severance pay, and savings and thrift plans: Employer contributions cost not an average of \$2.39 per hour computed on the basis of all hours worked by service employees employed on the contract.



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  
Director  
Division of  
Wage Determinations

Class of Service Employees	LOCALITY	State: North Carolina, Virginia			
		Area: 5/			
	Wage Determination No.: 87-0211 (Rev. 14) Date: 10/28/1991				
	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

3/ 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)

4/ 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.)

5/ NORTH CAROLINA:  
Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:  
Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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 unlisted 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 agreement of the 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); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

WAGE DETERMINATION 87-0211 (Rev. 14)

DATE 10/28/1993

Page 6 of 6

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Fourth Edition, January 1993, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

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

Class of Service Employees

ADMINISTRATIVE SUPPORT AND CLERICAL, OCCUPATIONAL

- 1. Accounting Clerk I
- 2. Accounting Clerk II
- 3. Accounting Clerk III
- 4. Accounting Clerk IV
- 5. Court Reporter
- 6. Dispatcher, Motor Vehicle
- 7. Document Preparation Clerk
- 8. Duplicating Machine Operator
- 9. File Clerk I
- 10. File Clerk II
- 11. File Clerk III
- 12. Film/Tape Librarian
- 13. Housing Referral Assistant
- 14. Key Entry Operator I
- 15. Key Entry Operator II
- 16. Mail Clerk
- 17. Messenger
- 18. Order Clerk I
- 19. Order Clerk II
- 20. Order Filler
- 21. Payroll Clerk
- 22. Production Control Clerk

\$ 6.75  
 \$ 8.52  
 \$ 9.95  
 \$ 10.75  
 \$ 9.81  
 \$ 8.03  
 \$ 8.08  
 \$ 8.08  
 \$ 6.69  
 \$ 7.01  
 \$ 8.54  
 \$ 8.46  
 \$ 10.42  
 \$ 7.32  
 \$ 9.24  
 \$ 8.08  
 \$ 6.78  
 \$ 7.32  
 \$ 9.59  
 \$ 8.46  
 \$ 9.95  
 \$ 10.42

Wage Determination No.: 87-0215 (Rev. 15) Date: 10/20/1991

LOCALITY

Area: 4/

State: North Carolina, Virginia

Fringe Benefit Payments

Minimum Hourly Wage	Health & Welfare	Vacation	Holiday	Other

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 Director  
 Division of Wage Determinations

State: North Carolina, Virginia

Area: 4/

Wage Determination No.: 87-0215 (Rev. 15) Date: 10/28/1991

Class of Service Employees

Class of Service Employees	Minimum Hourly Wage	Health & Welfare	Vacation	Holiday	Other
23. Rental Clerk	\$ 8.46				
24. Scheduler, Maintenance	\$ 8.46				
25. Secretary I	\$ 9.81				
26. Secretary II	\$ 10.42				
27. Secretary III	\$ 11.41				
28. Secretary IV	\$ 11.96				
29. Secretary V	\$ 8.46				
30. Service Order Dispatcher	\$ 8.78				
31. Stenographer I	\$ 9.86				
32. Stenographer II	\$ 10.00				
33. Supply Technician	\$ 9.81				
34. Survey Worker (Interviewer- Switchboard Operator- Receptionist)	\$ 8.08				
35. Typist I	\$ 7.42				
36. Typist II	\$ 8.92				
37. Word Processor I	\$ 8.73				
38. Word Processor II	\$ 9.80				
39. Word Processor III	\$ 10.97				
40. Word Processor III	\$ 10.97				

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/ 2/ 3/

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 Director Division of Wage Determinations

Class of Service Employees	LOCALITY	State: <u>North Carolina, Virginia</u>			
		Area: <u>4/</u>			
	Wage Determination No.: <u>87-0215 (Rev. 15)</u> Date: <u>10/20/1991</u>				
	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 \$2.39 per hour computed on the basis of all hours worked by service employees employed on the contract.

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. 4.171)

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.)

4/ NORTH CAROLINA:  
 Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:  
 Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

WAGE DETERMINATION 87-0215 (Rev. 15)

DATE 10/28/1993

Page 5 of 5

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Fourth Edition, January 1993, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.



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 J. Moss*

Alan J. Moss Division of  
 Director Wage Determinations

Class of Service Employees

Employed on NASA contract for facility and  
 equipment maintenance services at Langley  
 Research Center in the above LOCALITY:

LOCALITY	State: Virginia			
	Area: VA COUNTIES: HAMPTON			
Wage Determination No.: 01-0877 (Rev. 5) Date: 03/15/1994				
Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor in performing the above service and covered by the collective bargaining agreement between EG&G Florida, Inc. and International Brotherhood of Electrical Workers, AFI-CIO, Local Union No. 1340, are to be paid wage rates and fringe benefits set forth in the current bargaining agreement.

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 conforming 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 \$3.00 a week (or 76 cents a day); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$.65 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: In accordance with Section 4(c) of the Service Contract Act, as amended, the wage rates and fringe benefits set forth in this wage determination are based on a collective bargaining agreement(s) under which the incumbent contractor is operating. The wage determination sets forth the wage rates and fringe benefits provided by the collective bargaining agreement and applicable to performance on the service contract. However, failure to include any job classification, wage rate, or fringe benefit encompassed in the collective bargaining agreement does not relieve the successor contractor of the statutory requirements to comply as a minimum with the terms of the collective bargaining agreement insofar as wages and fringe benefits are concerned.

AGREEMENT  
BETWEEN

 **EG&G Langley, Inc.**

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

LOCAL UNION NO. 1340,

AFL-CIO

August 1, 1997

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A G R E E M E N T  
B E T W E E N



AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION NO. 1340

PREAMBLE

THIS AGREEMENT entered into this 1st day of August 1997 by and between EG&G Langley, Inc (hereinafter referred to as the "Company"), and Local Union No. 1340, of the International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter referred to as the "Union"), for the purpose of all maintenance work assigned to the Company by the National Aeronautics and Space Administration, (hereinafter referred to as "NASA"), under the Facility and Equipment Support Services (FESS) Contract and performed by the employees of the Company covered by this agreement only within the NASA Langley Research Center (Station) site and sites and properties related thereto.

WHEREAS, the Company is engaged in the business of maintenance (as defined in Article V) and this work is of importance to the Union, and it being recognized that there is a difference in the conditions required to perform this type of work, the Union and the Company wish to enter into an agreement for their benefit covering work of this nature.

WHEREAS, the Union has in their membership within the area,

members competent and qualified to perform the work of the Company.

WHEREAS, the Company now employs members of the Union on maintenance work recognized by the Union.

WHEREAS, the Company and the Union desire to mutually establish hours of work and working conditions for the workers to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

WHEREAS, the Company and the Union agree that, due to particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

The Union, its members and all of those employees represented by the Union, agree to use its and/or their best endeavors to protect the interest of the Company, to consider the Company's property and to give service and/or work of the highest productive quality.

The Company and the Union have a common sympathetic interest in the maintenance industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Company, the Union and the Public. Progress in industry demands a mutuality of confidence between the Company and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree to as follows:



## ARTICLE I

### TERM OF AGREEMENT

Section 1. This Agreement shall take effect August 1, 1997, and shall remain in effect through July 31, 2000 and shall continue in effect from year to year thereafter, unless changed or terminated.

Section 2. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to August 1, 2000. When Notice for changes only is given, the nature of the changes desired must be specified in the Notice and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect. Neither party hereto may reopen this Agreement for negotiations on any issue, either economic or non-economic, during this contract period or any extension thereof, except as provided in Section 3 below.

Section 3. This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto. The Union may submit the amendments to the International Office of the Union, as it relates solely to compliance with State and Federal regulations.

## ARTICLE II

### RECOGNITION

Section 1. The bargaining unit under this Agreement shall comprise all maintenance employees of the Company now employed or in the future for maintenance work at the NASA Langley Research Center (Station).

Section 2. The Company:

- (a) Agrees to recognize the Union as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the employees.
- (b) Agrees to bargain collectively with the Union and to be governed by the terms of this Agreement.

## ARTICLE III

### MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to, the direction of the working force including the right to hire, assign, suspend or discharge for just cause and to make rules governing the conduct of the working force which will be applied in a reasonable fashion. The Company

and Union, by mutual agreement, may change or add to the General Work Rules contained in this Agreement.

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of alcohol or drugs (illegal or prescribed) on the job may pose serious safety and health risks not only to the user but to all industrial equipment vehicles and other employees. The possession and use, distribution or sale of an illegal substance or alcohol in the work place shall not be tolerated and may result in termination and prosecution. The Company recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, it is the right, obligation, and intent of the Company to maintain a safe, healthful, and efficient working environment for all of its employees and to protect Company/NASA property, equipment, and operations. The Union recognizes and supports the Company's drug testing policy as agreed to on 1 March 1989. The Union has also agreed to as part of this agreement, the memorandum of Random Drug Testing as established August 1, 1994.

#### ARTICLE IV

##### UNION SECURITY

It is agreed that all employees coming under the terms of this Agreement shall be required to make application to joining the Union within thirty (30) days of employment or Agreement, whichever is later, and as a condition of continued employment, must maintain

membership for the life of this Agreement and any renewal thereof. In the event the Union requests the contractor to dismiss an employee to comply with the provisions of this Article, such request shall be complied with by the contractor. The Union will notify all current and new-hire employees of their rights under union security.

## ARTICLE V

### SCOPE OF WORK

Section 1. This Agreement covers all maintenance work assigned to the Company by NASA under the Facility and Equipment Support Services Contract and performed by the employees of the Company covered by this Agreement only with the NASA, Langley Research Center (Station) site and sites and properties relating thereto.

Section 2. This scope of this Agreement does not cover work required to erect new major facilities. Work performed of this nature shall be done in accordance with any existing agreements between the company and the building construction trades. This provision shall not serve to cause the Company to abrogate its contract with NASA.

## ARTICLE VI

### DEFINITIONS

Maintenance is defined as any work assigned by the Company which is consistent with the terms of the Company's Facility and

Equipment Support Service Contract with NASA for the purpose of preserving NASA's facilities and wind tunnels in suitable working condition. Said work will be consistent with the Company's obligation to perform any such work under the Service Contract Act.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. All grievances that may arise will be handled in the following manner. Any written grievance must be filed within five (5) working days of the event given rise to the grievance. In cases involving dismissal or suspension for just cause, the grievance may be instituted at Step III.

STEP I: Prior to processing any written grievance, any employee who believes he has a grievance, must discuss it with his immediate supervisor, with his steward being present. If the employee is dissatisfied with the answer given by his supervisor, or no answer is given within three (3) normal work days, Step II will be followed.

STEP II: The Employee and his steward shall present to the immediate foreman a written grievance form provided by the Company (which has been approved by Company and Union) stating what the grievance is, and the remedy sought. If the foreman's decision is not satisfactory, or is not given within three (3) normal work days, Step III will be followed.

STEP III: The grievance shall be forwarded by the Union steward to the Industrial Relations Manager or his designated representative within three (3) normal work days after the foreman's unsatisfactory written decision, or failure to give a decision. The Industrial Relations Manager shall meet with the Local Business Manager, or his designated representative, within three (3) days of receipt of grievance. If the Industrial Relations Manager's decision is not satisfactory, or is not given within five (5) normal work days, Step IV will be followed.

STEP IV: The Union may, no later than five (5) working days after receipt of the Company's decision in Step III, submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators, the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrator list.

Section 2. In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties.

Section 3. The Company shall attempt to provide facilities at

Langley Research Center (Station) provided, however, if no facilities are available at the Center, the Union and Company agree to equally share expenses incurred in the hearing room.

Section 4. The findings of the Arbitrator shall be binding on both parties.

Section 5. All time limits stated in this Article shall be treated as jurisdictional in nature, and the failure to follow any of the set time limits shall result in the grievance being void and waived, and the matter shall end without resort to arbitration. A normal work day is defined as any day on which any bargaining unit employee is at work, Monday through Friday, excepting holidays.

Section 6. Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same Arbitrator.

Section 7. The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

## ARTICLE VIII

### UNION REPRESENTATIVES

Section 1. Representatives of the Union shall have access to the job during working hours on Union business. They shall, as regulations on the site permit, obtain specific authorization for

each visit from the Company when required.

Section 2. The Union has the right to appoint a Steward at the Company. The Company shall be notified and furnished the name of the Steward in writing. The Company will deal with any such designated Steward until such designated Steward has been revoked in writing by the Union. Such Steward shall be allowed reasonable time during the regular working hours, without loss of pay, to see that the terms and conditions of this Agreement are observed. In no event shall the presence of the Steward disrupt or interfere with the work of the Company. No Steward shall be discriminated against by the Company because of his faithful performance of duties as Steward.

The Steward shall be given preferential seniority provided he/she has been performing the steward duties for six (6) consecutive months and has not less than twelve (12) months seniority.

## ARTICLE IX

### REFERRAL OF EMPLOYEES

Section 1. When employees are required, the Company shall request from the Local Union that the required number of applicants be referred for employment. The following standards shall apply:

- (a) The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any



other aspect of obligation of Union membership, policy, or requirement. Local Union 1340, International Brotherhood of Electrical Workers, does accept application for referral to the Maintenance Project covered by this Agreement regardless of race, color, sex, handicap, national or ethnic origin. It does not discriminate on the basis of race, color, sex, handicap, national or ethnic origin in the referral of applicants.

(b) The Company shall retain the right to select or reject any applicant referred by the Local Union, and shall have the further right to select any applicant from among those referred by the Union. When the Company requests an applicant or referral from the Union, the Union will refer such applicant within forty-eight (48) hours [two (2) working days] and in the event the Union fails to refer an applicant within that period of time, the Company is free to utilize other sources to fill its manpower needs.

(c) The Local Union shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the function of its hiring arrangements, including the provisions herein set forth. The Company shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the

function and operation of the hiring arrangements including these provisions.

- (d) The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs and/or any other forms of action and assumes any and all liabilities and expenses that shall arise out of or by reason of the Union's administration of the hiring hall referred to in this Article. It is also expressly understood that those applicants that are referred by the Union will be selected on a nondiscriminatory basis and that the Company shall assume the liabilities that attach for failure to hire an applicant referred by the Union.
- (e) The Union agrees to recognize the Company's Affirmative Action Program and will refer qualified job applicants according to established underutilization goals.

Section 2. In addition to the foregoing minimum standards, the Local Union agrees to refer all applicants for employment to this project according to the standards for criteria uniformly applied to any project in the area. All exclusive referral procedures must establish Appeal Boards and the Company and the applicable Local Union agree to be bound by all decisions of the Appeal Board.

Section 3. The Company agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement, provided that, where the hiring provisions or practices that prevail in a local area are on other than an exclusive basis,

such provisions or practices shall be applicable if not in violation of either State or Federal law.

Section 4. The Company and the Union therefore agree that the Local Union will offer its area hiring plan to the Company by letter of transmittal. The Company agrees that upon reviewing said plan, it will offer a letter to the Union in which they acknowledge and accept the hiring plan. This letter will then, by agreement, become part of this Agreement.

Section 5. The designation and determination of the number of foreman and other supervisory personnel is the responsibility of the Company.

Section 6. The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine of the National Labor Relations Board. Upon any Board or court decision or administrative ruling modifying or changing the Mountain Pacific doctrine, either party to this Agreement shall have the right to re-open negotiations pertaining to this Article by giving the other party thirty (30) days written notice.

## ARTICLE X

### WAGES

Section 1. Wage rates set forth in Appendix "A" attached hereto, and made a part hereof, are to be paid to those employees listed under Appendix "A" for the term of this Agreement.

Section 2. Wages will be paid by-weekly by means of direct

deposit or by check to be delivered to the job site. The payroll period to close at midnight on Friday.

Section 3. The Company agrees to make available to all employees United States Savings Bonds through payroll deduction.

Section 4. Working and Basic Dues Checkoff:

The Company agrees that it will make Union Working Dues Deductions from the pay of all members working under the terms of this Agreement plus Bi-Weekly Union Dues on the basis of individually signed payroll deduction authorizations on the form set out below in Section 5. The Company will make these deductions bi-weekly as designated in the individually signed payroll deduction authorizations. The Employer will pay the aggregate of such deductions monthly to the Financial Secretary of the Union, who shall be authorized to issue a receipt in the amount of the calendar monthly deductions. The Company shall send a mutually agreed number of copies of a form furnished by the Union which sets forth the employee's name, social security number, the number of clock hours worked, and the employee's gross earnings for the calendar month, and said copies will be executed to cover the aggregate number of bi-weekly payrolls in each calendar month. The check and/or respective monies shall be transmitted not later than fifteen (15) days after the end of the month for which deductions are being made.

Section 5. Deduction Form:

TO: EG&G LANGLEY, INC - (EMPLOYER)

I hereby authorize and direct you to deduct Union working dues

bi-weekly from my pay, plus monthly basic Union dues, both amounts of which are to be determined by the Local Union by-laws and the IBEW Constitution and to forward same monthly to the Financial Secretary of the Union in accordance with the Agreement between the Union and the Company. This deduction shall be made from all wages earned by me while working in the jurisdiction of Local Union 1340, IBEW.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization and direction shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of present Agreement, whichever is sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_.

Date: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

## ARTICLE XI

### DAY WORK CONDITIONS

Section 1. Eight (8) hours per day shall constitute a standard work day normally between the hours of 7:00 am and 3:30 pm. Forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive.

Section 2. All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1 1/2). All time worked on Sundays and the Holidays stated in Article XIV shall be paid for at the rate of time and one-half (1 1/2).

Section 3. By mutual consent of the Company and the Union, the starting and quitting times of any shift, including day work, may be permanently changed.

Section 4. Employees called back to work after the conclusion of their regular shift hours shall be compensated for a minimum of three (3) hours at the appropriate overtime rate regardless of whether the employee is required to work the entire three (3) hours.

In addition, any employee called back to work after his regular shift hours shall be promptly excused upon completion of the job which he was called in to perform.

Section 5. In assigned overtime, employees shall perform the overtime work required. Employees actively working the task

requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime policy to be established mutually between the Company and the Union.

Section 6. Full time regular Employees terminated by reason of lay-off shall be notified at least two (2) weeks prior to such termination date. Employees who are laid-off or discharged will be paid all monies due by the end of the next pay period, providing all indebtedness and obligations to the Company by the employee are satisfied.

Section 7. Any employee showing up on time for work on a regular scheduled work day Mon-Fri, not having been previously notified to report to work, but to whom no work is provided shall receive two (2) hours of pay for show-up time. Employees may be required to stay on the job for the duration of the show-up period.

Section 8. The Company may elect a 4/10 hr work week in order to meet the customer's needs. The Union and affected employees will be given 3 working days notice prior to the commencement of the shift. The 4/10 shifts will originally be established on a volunteer basis. If there are more volunteers than needed, the employees with the most seniority will be awarded the 4/10's provided they have the necessary skills to perform the job. If there are not enough employees volunteering, the employees with the least seniority will be required to work the 4/10's provided they

have the necessary skills to perform the job. The following Day Work Conditions shall apply to any established 4/10 work week:

(a). Ten (10) hours per day shall constitute a standard work day normally between the hours of 6:00 AM and 6:00 PM. The starting time may vary from 6:00 AM to 7:00 AM. Forty hours per week shall constitute a week's work. Initial conflicts in scheduling between A and B shift will be determined by seniority.

CREW A - Monday through Thursday  
CREW B - Tuesday through Friday

(b). All time worked before and after the established work day of 10 hours shall be paid for at the rate of time and one half (1 1/2). All time worked on Friday, Saturday and Sunday for CREW A shall be paid for at the rate of time and one half (1 1/2). All time worked on Saturday, Sunday and Monday for CREW B shall be paid for at time and one half (1 1/2).

3. There shall be a 30 minute unpaid lunch period.
4. Pay day for CREW A will be on Thursday, but checks will not be cashed until Friday.
5. For the purpose of bereavement and jury duty, a ten hour day shall be reimbursed.
6. Administrative time will be based on a 10 hour day when allowable by NASA.
7. Two and one half (2 1/2) hours will be allowed for



employees who are on the 4/10 hour shift and leaving early at the end of the work day to donate blood.

#### HOLIDAYS

EG&G will observe the holiday schedule stated in the Maintenance Collective Bargaining Agreement.

1. Should a holiday be celebrated on a crews' normal day off, i.e., CREW A - Friday, CREW B - Monday, an alternate day will be given to observe the holiday.

a. Holiday falls on Monday - CREW B will observe Tuesday.

b. Holiday falls on Friday - CREW A will observe Thursday.

2. A holiday will be considered an 8 hour day for payroll purposes. To make up the 2 hour difference between this and the newly enacted 10 hour work day, and to establish a 40 hour week, an employee may elect to take 2 hours vacation time. The other alternative would be to take LWOP VOL.

#### GRIEVANCE PROCEDURE

For those employees on four tens filing grievances the term "normal work days" referenced in the Collective Bargaining Agreement shall mean Monday through Friday.

#### OVERTIME POLICY

When "A" shift employees are performing a job which is continued on Friday by "B" shift employees and unscheduled overtime is necessary on Saturday, the aforementioned employees with the least amount of

overtime on the overtime roster shall perform the work.

## ARTICLE XII

### TEMPORARY SHIFT WORK CONDITIONS

Section 1. When so elected by the Company, multiple shifts consisting of no less than eight (8) hours may be worked. When two (2) or three (3) shifts are worked, the first or day shift shall normally be established on an eight (8) hour basis, 7:00 am to 3:30 pm; the second shift shall normally be established on an eight (8) hour basis, 3:15 pm to 11:45 pm; and the third shift shall normally be established on an eight (8) hour basis, 11:30 pm to 8:00 am.

Section 2. The pay for the second shift shall be straight time plus seven and one-half (7 1/2) percent; and the third shift rate of pay shall be straight time plus ten (10) percent.

Section 3. All time worked before and after the established shift hours in any twenty-four (24) hour period, Monday through Friday, inclusive, and all time worked on Saturdays shall be paid at the rate of time and one-half (1 1/2). All time worked on Sundays and Holidays shall be paid at the rate of time and one-half (1 1/2).

Employees scheduled to work on a Saturday, Sunday, or Holiday should be guaranteed a minimum of three (3) hours work at the appropriate overtime rate.

Section 4. Night Shift Rotation:

Any second or third shift work shall be on a voluntary basis.

The most senior employee that volunteers shall have first priority. If there are no volunteers, the least senior employee shall be put on the above shift work, which shall be rotated every ninety (90) days. There shall be five (5) working days advance notice given for scheduled night shift work, except in cases of emergency. If employees volunteer for shift work this does not relieve them of their normal scheduled rotation.

(This section does not apply to employees who have permanently volunteered or have been permanently hired for the night shift. Provided this does not restrict the Employer for assigning said employees to a different shift according to the above procedure.)

## ARTICLE XIII

### PERMANENT SHIFT WORK CONDITIONS

Section 1. A four (4) cycle shift system will be operated only when the work is considered to be of a permanent nature. The names of those men employed on permanent shifts will be published showing shift rotation and the working shift or the day off for each man for a period of at least three (3) months.

Section 2. The permanent shift rate for the afternoon shift will be straight-time plus seven and one-half (7 1/2) percent, and the permanent shift rate premium for the night shift will be straight-time plus ten (10) percent.

Section 3. The standard work day shall be eight (8) hours of continuous employment excluding lunch period. Forty (40) hours per

week shall constitute a week's work. All time worked in excess of eight (8) hours per work day and all time worked on either one of the two scheduled off days shall be paid for at the rate of time and one-half (1 1/2). If both of the scheduled days off are worked, the first day shall be paid at the rate of time and one-half (1 1/2) and the second day shall be paid at the rate of time and one-half (1-1/2).

Section 4. Permanent shift workers will have two (2) consecutive days off per week in lieu of Saturday and/or Sunday.

Section 5. When permanent shifts are to be reduced or canceled, the Union shall be given at least three (3) days notice in writing, if possible.

#### ARTICLE XIV

##### HOLIDAYS, LEAVES, JURY PAY AND PENSION

###### Section 1. Holidays:

(a) The following days shall be observed as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

\* The above holidays will be observed on the same day

NASA observes them.

- (b) In the event the government proclaims a permanent holiday other than those listed in Section 1 above, then the employees shall be granted that holiday. If an employee is scheduled to work on a holiday, but fails to do so, he will receive no holiday pay.
- (c) An employee who works on one of the above-listed holidays shall be paid at time and one-half (1 1/2) his straight-time base rate of pay for all hours worked on that holiday, in addition to any holiday pay for which he may be qualified.
- (d) Holiday pay shall not be included in computation of weekly overtime.
- (e) To be eligible for holiday pay, an employee must work his regularly scheduled day before the holiday and his regularly scheduled day after the holiday unless excused by the Company.
- (f) Only permanent shift employees shall be paid holiday, vacation, and sick leave at their applicable shift rate of pay.

Section 2. Administrative Leave:

On days not recognized as holidays under Section 1 above, but where the government, because of special events and occasions substantially reduces the normal activity at the Center because of such social event or occasions, and allows reimbursement to the

Company, the following provisions shall apply:

- (a) Those employees who are required to work will be paid at their straight-time hourly rate; provided, however, that said employee will receive compensatory time off equal to the time worked and his straight-time base rate of pay for such compensatory time.
- (b) Those employees who are not required to work will receive a day's compensation at their regular straight-time hourly rates.
- (c) Employees who are out on sick leave or vacation will charge their time to sick leave or vacation and not administrative leave, when notification of base closing is given after the end of the shift that is immediately prior to the administrative leave.

**Section 3. Annual Leave:**

- (a) Employees with less than three (3) years, shall earn one (1) hour Annual Leave per year for every twenty (20) man-hours worked.
- (b) Employees with three (3) years, but less than fifteen (15) years, shall earn one (1) hour Annual Leave per year for every thirteen (13) man-hours worked.
- (c) Employees with more than fifteen (15) years shall earn one (1) hour Annual Leave per year for every ten (10) man-hours worked.
- (d) Employees are permitted to carry only thirty (30) days

of Annual Leave from one year to the next, by December 31 each year.

(e) Length of service includes the whole span of continuous service with the present (successor) contractor, and with the predecessor contractors in the performance of similar work at the same Federal Facility.

(f) Employees desiring to take Annual Leave must receive permission from the Company by 9:00 am the day before Annual Leave is desired. Effective upon signing this Agreement, each employee will be allowed four (4) unscheduled annual leave absences to be taken at the employee's discretion. The employee will have four (4) opportunities from August 1 to July 31 to take this unscheduled leave. The total number of hours for unscheduled absences can not exceed thirty (30) hours.

(g) Employees who schedule vacations of one (1) week or more and who submit a written request through Payroll three (3) weeks or more in advance of the vacation starting time, will be paid vacation allowance prior to the end of the work shift on the last work day preceding the vacation schedule.

(h) In an effort to equitably meet employees requests for Annual Leave and in order to be compatible with efficient operations, all employees, on or before December 1 of each year, must submit their Annual Leave preferences in writing for the following year.

Section 4. Sick Leave:

- (a) Employees will earn one (1) hour of sick leave for every twenty (20) hours worked.
- (b) Employees absent from work because of illness must, upon reasonable request in accordance with the Company's sick leave policy, submit administratively acceptable evidence that they were ill and unable to work.
- (c) Employees may accumulate all unused sick leave from one year to the next.
- (d) Employees absent from work because of illness must inform the Company of the telephone number where they may be reached during such time of illness.
- (e) Employees requesting same day sick leave calling in later than the start of the shift will receive Leave Without Pay (LWOP) for the day.
- (f) Employees will be required to submit a written doctor's excuse for all hours exceeding twenty-four (24) in any twelve (12) month period. Employees failing to submit the appropriate documentation will be subject to the following disciplinary action:
  - 1. The first offense will be a suspension equal to the amount of hours in excess of twenty-four (24) hours.
  - 2. The second offense will be a three (3) day suspension.
  - 3. The third offense will result in termination.



- (g) Employees having 400 hours and above of accrued sick leave may extend their initial twenty-four hour period by submitting doctor's excuses during that period. Employees having less than 400 hours will have all sick leave hours used counted toward the twenty-four hour period.

Section 5. Jury Pay:

- (a) Regular full-time employees who are absent on a regularly scheduled day and/or days of work because of jury service shall be paid. Said jury service pay is conditioned upon such employee reporting his jury summons in advance to the Company and such employee proving the amount of compensation received for such jury service. Upon receipt of the employee's pay voucher received from the court, the employee will have the same amount deducted from his/her pay. Because pension contribution is based on gross pay this deduction will affect the original pension contribution. Time off for jury service and/or pay therefor shall not be counted as hours worked for purposes of computing overtime.
- (b) Regular full-time employees are allowed time off without loss of pay only when subpoenaed/summoned by the city, county, state, or federal government or the Company on behalf of the government or the Company, in cases where the government or the Company have a principal interest.

The employee must provide the company with a copy of the subpoena/summons verifying attendance and verification of monies paid for court services.

**Section 6. Bereavement Pay:**

- (a) In the event of the death in an employee's immediate family of any of the following relatives; Spouse, Child, Mother, Father, Brother, Sister, the employee shall be entitled to be absent from work for a period not to exceed three (3) normal working days to afford him an opportunity to attend the funeral and/or participate in other matters relating to the death of the deceased. This period of time will not exceed three (3) normal work days following the funeral. During such absence, the employee shall be compensated at his regular straight-time hourly rate for each eight (8) hour work day absent.
- (b) In the event of the death of an employee's Grandparent or an employee's Grandchild, the employee shall be granted two days off to attend the funeral providing the funeral occurs on a normal work day and providing the employee attends the funeral. During such absence the employee shall be compensated at his regular straight-time hourly rate.

**Section 7. Retirement Fund:**

- (a) The Company agrees to contribute on behalf of all employees working under the terms of this Agreement,

seven and one-half percent (7.5%) of their gross bi-weekly pay into a Pension Fund on an individual account basis.

- (b) The said Pension Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the Local Union and the Company.
- (c) The Trustee shall determine the rules and regulations regarding the Pension Fund and that such rules and regulations conform to all requirements of the law.
- (d) The check and/or respective monies shall be transmitted not later than fifteen (15) days after the end of the month for which contributions are being made. Along with the check for the amount of calendar monthly contributions, the Company shall furnish to the Trust Fund a mutually agreeable form setting forth the employee's name, social security number, the number of clock hours worked, and his gross earnings for the calendar month, and said copies will be executed to cover the aggregate number of bi-weekly payrolls in each calendar month.

## ARTICLE XV

### TRAVEL

During the term of this Agreement subsistence, travel

allowance, mileage, per diem, or pay for travel time shall not be paid to any employee covered by the terms of this Agreement unless approved by the Contract Manager.

#### ARTICLE XVI

##### SUPERVISION

The Company reserves the right to send into the area of work as many supervisors and engineers as it deems necessary to carry out the work covered by this Agreement, but they shall not perform any manual work, except in cases of emergency, instruction, and on the job training.

#### ARTICLE XVII

##### TOOL ROOMS

The Company and the Union agree that it shall be the Company's prerogative to maintain and operate tool rooms and parts warehouse facilities.

#### ARTICLE XVIII

##### FIRST AID AND SAFETY

Section 1. The employees covered by this Agreement shall, at all times while in the employ of the Company, be bound by the safety rules and regulations as established by the Company. All employees will be issued Company safety manuals.

Section 2. A Joint and Safety Health Committee will be established for the purpose of making constructive recommendations to the Company. The Committee will consist of four (4) members; two

(2) appointed by the Company and two (2) bargaining unit employees appointed by the Union. Meetings shall be held once each month and the time spent in attendance by these members shall be compensated for the time at the employee's applicable rate of pay, and minutes shall be recorded and copies furnished to the members of the Committee.

## ARTICLE XIX

### INTERFACING

On projects requiring multi-craft support, those crafts may be required to support each other in an effort to complete the task in a more efficient manner. This will require craftsmen to assist other crafts under the direction of the craftsman needing the assistance. In no way is this intended for craftsman to perform the technical tasks of another trade.

## ARTICLE XX

### GENERAL WORK RULES

General Work Rules affecting employee conduct are attached hereto and made a part hereof.

If is agreed by the Union that all of the employees covered by this Agreement shall be made aware of these General Work Rules and regulations by the Company at the time of their hire and that they shall be bound by them throughout the duration of their employment.

It is further agreed that violation of these General Work Rules and regulations is direct and just cause for disciplinary action, including immediate discharge subject to Article VII, Grievance

Procedure.

## ARTICLE XXI

### SENIORITY

Section 1. In the event of reduction of the work force, employees with shortest length of service in their craft, will be laid off first.

Section 2. All new employees shall be on a probationary period for a period of ninety (90) calendar days. Probationary employees shall receive the wages and the fringe benefits, as described in this Agreement. New employees shall have no seniority until the probationary period has been completed. After completion of the probationary period, an employee's seniority shall then be credited from the date of hiring.

Probationary employees shall receive performance reviews on or about thirty (30), sixty (60), and eighty-five (85) days after date of hire. Any decisions by the Company to terminate a probationary employee on the basis of response to supervision, attendance, or ability to perform assigned tasks, shall be final and will not be subject to Article VII (Grievance Procedures) of this Maintenance Agreement. This applies to the termination of probationary employees only.

Section 3. A list of employees arranged in order of length of service with the Company (Predecessor inclusive) and length of service within a craft, shall be prepared by the Company once every six months. One copy shall be sent to the Union, another copy shall

be posted in a conspicuous place on the Company's bulletin board.

Section 4. Any controversy of the seniority standing of any employee on the seniority list must be submitted to the Company within fifteen (15) days after the posting of the seniority list or any such protest shall be deemed to be waived.

Section 5. Seniority shall be canceled and terminated upon the happening of any of the following events:

- (a) An employee quits.
- (b) An employee is discharged
- (c) An employee fails to return to work within five (5) days of notice of recall given by the Company by registered or certified mail.
- (d) Settlement has been made for total disability.
- (e) An employee has retired.
- (f) An employee has been in layoff status for more than twelve (12) months, or is absent because of sickness or injury for twenty four (24) months.

Section 6. Apprentice craft seniority, upon completion of the apprenticeship, shall revert back to the date of Indenture.

Section 7. Should an employee accept a position with the Company, whether covered by the Bargaining Agreement or not and he or she or the Company decides, within 90 days against said move the employee shall be reinstated to his or her former position with no loss of seniority or pay as if the move had never occurred.

ARTICLE XXII

PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing Federal, State, and Local laws applicable to employees in general.

ARTICLE XXIII

PERIODIC CONFERENCE

Periodic conferences shall be held by the parties from time to time for the purposes of discussing matters of mutual interest.

ARTICLE XXIV

GENERAL SAVINGS CLAUSE

Any provisions in this Agreement which are in contravention of any Federal, State, Local or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

ARTICLE XXV

WORK STOPPAGE

During the term of this Agreement, there shall be no lockout by the Company, and no slowdown, work stoppages, or sympathy strikes by



the Union.

ARTICLE XXVI

LANGLEY FEDERAL CREDIT UNION CHECKOFF

The Company agrees to checkoff authorization, if duly signed by the employee, for the Langley Federal Credit Union and said money will be forwarded to the Credit Union, subject to the following:

- (1) All authorizations for Langley Federal Credit Union checkoffs will be honored by the Company only upon the receipt by the Company of executed forms sent to the Company by the Credit Union.
- (2) All cancellations for Credit Union checkoffs will be honored by the Company only upon the receipt by the Company of properly executed forms sent to the Company by the Credit Union.
- (3) All cancellations of increases or decreases in such checkoffs which are received by the Company a minimum of three (3) working days prior to the close of a pay period, will be processed by the Company effective with that pay period provided, however, at least thirty (30) days have lapsed since processing a change notice for the affected employee. The Union agrees to save the Company harmless from any action or claims growing out of these deductions (checkoff) and commenced by any employee or former employee of the Company. The Company's sole responsibility is to forward the monies deducted to the

credit Union bi-weekly. The checkoff period to close midnight on Friday and payment to be mailed on or before the Friday of the following pay week.

## ARTICLE XXVII

### APPRENTICESHIP AND JOURNEYMEN TRAINING

An Apprenticeship Training Program, as specified by separate agreement, will be offered and maintained during the life of this Agreement and all subsequent Agreements until such time as terminated by mutual agreement by both parties.

## ARTICLE XXVIII

### HEALTH AND WELFARE

#### Section 1. Group Medical Insurance

- (a) The Company will continue to sponsor Group Medical for all employees and employee dependents through 31 July 2000.
- (b) Entry into the program is restricted to new hires at the time of hiring or existing employees between July 1, and July 31, of each year.
- (c) Effective 1 August 1997 through 31 July 2000, Employees electing to participate in the Health Fund will have a 12% co-payment. Effective August 1, 1997 the bi-weekly co-payment will be \$7.30 for single coverage, \$16.06 for employee plus one, and \$20.08 for family coverage.
- (e) Annual increases in premium cost, as requested by the Health Fund Trustees, on 1 August 1998, will have a three percent (3%) cap and on 1 August 1999 will have a three percent (3%) cap.

(f) All employees covered under this agreement shall have the option of enrolling in the group medical plan as described above, or at the individual employee's option, may elect to receive thirty-four (34) cents per hour in lieu of accepting the medical coverage offered.

**Section 2. Group Life Accidental Death/Dismemberment and Weekly Accident/Sickness**

The Company will continue to sponsor Group Life, Accidental Death/Dismemberment, and Accident/Sickness Disability insurance for all employees. Any increase in Group Life, AD&D or Accident/Sickness on 1 August 1998 or 1 August 1999 will have a 3% cap and the first 3% is to borne by the company. Any increases in excess of 3% will be borne by the employee.

**Section 3. Change of Carriers:**

During the term of this Agreement, the Company may, with the concurrence of the Union, change the Carrier or Carriers of any of the insurances described in Section 1.(a) provided that the benefits provided by the plan or plans remain substantially equivalent to those currently provided.

**ARTICLE XXIX**

**DURATION**

This Agreement constitutes the entire agreement between the parties and any prior practices inconsistent with this Agreement are not binding on the Company.


IN WITNESS WHEREOF, the parties hereto have executed this

Agreement consisting of -45- pages, which has been signed on this -  
31st day of ---JULY---, 1997.


The masculine gender as used herein ("he", "his", "him", "man")  
shall be deemed to include the feminine gender ("she", "hers",  
"her", "woman").


FOR THE EMPLOYER:

EG&G LANGLEY, INC.

  
James R. Carbonneau  
General Manager

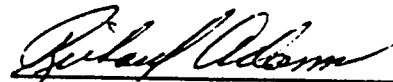
  
Lester W. Jordan  
Manager, Industrial Relations

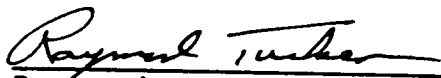
  
Robert E. Caldwell  
Manager, Maintenance

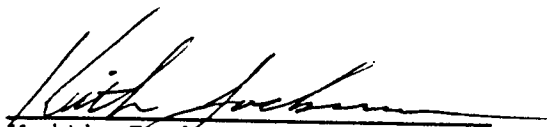
  
Steve Nelson  
Branch Manager, Pipe/Welding


FOR THE UNION:

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
AFL-CIO LOCAL UNION NO.  
1340

  
Richard Adams  
1340 Business Manager

  
Raymond Tucker  
1340 Chief Steward

  
Keith Jackson  
1340 Bargaining Committee

  
Larry Minier  
1340 Bargaining Committee

APPENDIX "A"  
WAGE SCHEDULE

Section 1. The Company agrees to pay the following hourly rate for the classifications listed immediately below:

MINIMUM WAGE RATE PER HOUR

CRAFT/SKILLS	EFFECTIVE 1 AUG 97	EFFECTIVE 1 AUG 98	EFFECTIVE 1 AUG 99
Laborer, Class "B" Maintenance	9.06	9.35	9.65
Laborer, Class "A" Maintenance	9.61	9.92	10.24
Painter, Maintenance	15.34	15.83	16.34
Carpenter, Maintenance	15.73	16.23	16.75
Roofer, Maintenance	15.73	16.23	16.75
Asbestos Worker	15.73	16.23	16.75
Insulator, Pipecover, Maintenance	15.73	16.23	16.75
Mason, Bricklayer, Maintenance	16.22	16.74	17.28
Electrician, Maintenance	16.22	16.74	17.28
Mechanic, Maintenance	16.22	16.74	17.28
Millwright, Maintenance	16.22	16.74	17.28
Water Treatment	16.22	16.74	17.28
Pipefitter, Maintenance	16.22	16.74	17.28
Welder	16.22	16.74	17.28
Mechanic, Ref & A/C Maintenance	16.22	16.74	17.28
Sheet Metal	16.22	16.74	17.28
Rigger, Maintenance	16.22	16.74	17.28
Crane Operator, Maintenance	16.22	16.74	17.28
Machinist, Precision	16.51	17.04	17.59
Precision Machine Repairman	16.51	17.04	17.59
Technician, Ref & A/C Maintenance	16.51	17.04	17.59

Section 2. All permanent employees hired on or after 1 March 1989 shall receive \$.50/hour less than the above rate for 90 days.

Section 3. Temporary hires (not to exceed 120 days) and summer hires shall receive the established rate but shall not be eligible for any fringe benefits in addition to their monthly rate.

Section 4. Anyone assigned to perform work as a lead shall be compensated at the rate of \$.50 per hour. This rate shall be added to his/her base rate and made a part thereof while so assigned.

**CBA Between EG&G Langley Inc. and IBEW Local 1340**  
**August 1, 1997**

**GENERAL WORK RULES**

The "Employee Conduct, Counseling and Disciplinary Action" Policy No. 106-3, dated August 1, 1997, is provided for your information and guidance. These rules are established to define a standard of personal conduct which is expected of every employee while on duty. A violation of any rule that merits disciplinary action will be acted upon by the Company as follows:

**PURPOSE**

The purpose of this policy is to provide a work environment that produces maximum efficiency, high employee morale and individual recognition. Our experience has shown that almost all employees enjoy working in such an environment.

**SCOPE**

Having a work environment which is based on the concept of individual dignity requires the establishment of rules and regulations to be used as guidelines for measuring conduct in individual situations.

These work rules place demand on the individual employee as well as the Company. The Company must ensure that the regulations are administered fairly and the employee must understand and abide by the standards.

When employees know and understand the work rules, there is seldom a need to impose compliance. The policy and procedures that follow details the work rules, counseling procedures (often called "Progressive Discipline") and an employee appeal process to ensure fairness.

**POLICY**

Management is responsible for establishing and communicating to all employees EG&G's work standards, policies, standard practices and ensuring that these standards are administered in a fair and just manner. Each situation involving employee conduct represents an individual problem, therefore, good judgment and thorough knowledge of the facts are essential for timely resolution.

All EG&G employees are responsible for maintaining acceptable conduct while on the job. In the event an employee's conduct falls below acceptable standards, the employee will be counseled and may be subject to disciplinary action.

To maintain an effective policy, investigations must remain objective. When a breach of standards occurs, the manager will thoroughly investigate and review all relevant facts and allow the employee to explain his/her conduct. The eventual decision must be based on a fair investigation, in which the employee has had ample opportunity to be heard. In addition, the decision should be consistent with similar situations that have been resolved in the past. Accurate and complete records of events, conversations and results which occur during this process must be kept.

In the event the employee, the employee's management and Industrial Relations cannot agree on a solution to the concern, the employee may submit the issue to the General Manager or the Manager, Administrative for final resolution.

## **TYPES OF DISCIPLINARY ACTIONS**

The type of action is determined by the Severity of the offense. In most cases, the following steps should be used:

**Oral Warning.** If, after counseling, and employee's conduct warrants an oral warning, the supervisor shall document the warning for his record only. It is the responsibility of the supervisor to make clear to the employee the following:

- The intent to discuss employee breach of standards
- The conduct giving rise to the warning
- Positive steps to be taken by the employee to avoid further management action.

### **Written Warning**

An employee's immediate supervisor shall explain to the employee the conduct giving rise to the written warning and specify whether or not this is a repeat violation. The written warning will be on the Notice of Disciplinary Action, Form EG&G IR-6 (Attachment 1), and may be accompanied by any other written record.

### **Disciplinary 90-Day Review**

When the employee's conduct has violated EG&G Policies, Rules of Conduct or Standard Practices and the employee is placed on a review for a period of ninety (90) days, known as a "90-Day Review," a copy of the Notice of Disciplinary Action form shall be completed. Once every thirty (30) days, the supervisor will meet with the employee and evaluate his performance. All reviews shall be documented.

### **Suspension**

When an employee is suspended from work without pay or ineligible for other compensation, the employee shall be informed verbally and a Notice of Disciplinary Action form will be completed. The form shall document the suspension action and specify, in detail, the violation which led to the suspension.

### **Termination**

Employees may be terminated for just cause and, when such action occurs, it shall be documented on the Notice of Disciplinary Action form. Termination cannot be implemented until reviewed with Industrial Relations.

### **Emergency Suspension**

This type of suspension may be made pending further investigation when the employee's conduct or action presents a significant danger to the safety and welfare of others, may severely impact the department's operational status or appears to have violated rules of conduct to an extent possible necessitating termination.

## CAUSES FOR ACTION

Commission of any of the following infractions will normally be considered grounds for immediate discharge:

- Failure to report Company or Government vehicle accidents promptly and properly.
- Theft, including the unauthorized use or removal of Company, Government or a fellow employee property.
- Engaging in or fostering espionage, sabotage or other criminal activity.
- Selling, or offering for sale, narcotics or restricted, dangerous drugs.
- Refusing to take blood alcohol and/or alcohol breathalyzer test, or test results that reveal the person is intoxicated as substantiated by Virginia Law.
- Possessing, using, or being under the influence of narcotics or restricted, dangerous drugs on or when trying to enter Government or Company controlled property. This prohibition does not apply when such drugs are prescribed or administered by a licensed physician.
- Possessing, using, or being under the influence of alcohol on or when trying to enter Government or Company controlled property, during normal duty hours.
- Convictions of any felony offense. This rule does not apply when sentencing for the offense specifies adjudication of guilt is withheld.
- Failure to be granted an Unescorted Access Authorization (UAPRP) for ADP work areas when such is required, and/or secret clearance within 180 calendar days from the date of employment.

Any of the following may be grounds for disciplinary action ranging from a warning or reprimand to discharge:

### Conduct on the Premises

- Improper conduct on Government or Company controlled property.
- Fighting, practical jokes or horseplay.
- Using threatening, abusive or profane language.
- Gambling.
- Acceptance of anything of monetary value from any supplier, customer or other contractors or prospective contractors, or their representatives.
- Using, disseminating, or permitting the use of any privileged information acquired during employment with the Company or in the work for the Company's customers for personal gain or other improper use.
- Sleeping on the job.



- Insubordination.
- Falsification of operational data, Personnel Security Questionnaire forms or any other Company records.
- Repeated tardiness, unexcused absences, abuse of sick leave privileges, or failure to notify supervision promptly when unable to report to work.
- Leaving the plant or work assignment during working hours without prior supervisory permission.
- Outside employment or other outside activity not compatible with the full and proper discharge of the employee's position with the Company.
- Violation of Company-approved procedures for accomplishing work.

#### **Acts of Discrimination or Sexual Harassment**

- Acts of discrimination based upon race, creed, color, religion, sex, age, national origin, or disability.
- Sexual harassment.
- Acts of retaliation against an employee in connection with complaints of discrimination.

#### **Safety Rules and Regulations**

- Failure to observe rules and regulations.
- Disobeying safety rules or instructions given in the line of duty by LaRC Safety Officers, civil defense personnel, supervisors, or other proper authorities in emergencies.
- Failure to use provided safety equipment.
- Failure to report on-the-job injuries or accidents, or to follow instructions for treatment of injuries.
- Disobeying nonsmoking or noneating signs; smoking in posted nonsmoking areas.
- Reckless or negligent operation of Government or private vehicles on Government or Company controlled property or while on Company business.

#### **Securing and Safeguards Regulations**

- Violation of Security or Safeguards regulations.
- Disclosure of classified matter or information to unauthorized persons.
- Failure to observe the established regulations regarding the protection of such classified matter or information against accidental or deliberate disclosure to unauthorized persons.
- Lending, borrowing or altering a security identification device (badge).
- Unauthorized entry into restricted areas or allowing unauthorized individuals into restricted areas.

- Possessing firearms or other weapons, explosives, cameras, special viewing devices or radio transmitters on Government or Company controlled property without the proper permits.
- Convictions of misdemeanor offenses not compatible with the full and proper discharge of the employee's position with the Company.
- Refusal to permit the search of packages, lunch boxes, briefcases, purses, etc., upon request of authorized individuals.

#### **Misuse and/or Misappropriation of Government Property and Funds**

- Misuse or unauthorized use of Government or Company controlled property, material, equipment, funds, or other property including scrap or salvage.
- Misuse, loss, theft, or unauthorized modification of Company or Government computer systems, programs or data bases. This includes hardware, software, communications links and computer time.
- Working on unauthorized projects on Government or Company controlled premises.
- Performing any rework, repair, or modification on any materials or items without the proper authorization.
- Removal of Quality status stamps, tags or documents, and/or the use of any materials or parts that have been rejected by Quality.
- Using Company time for non-Company work.
- Using equipment, tools, stationery, or official vehicles for personal purposes.
- Misusing or abusing telecommunications equipment or services.
- Misappropriating materials, funds, or services by falsifying such documents as timecards, travel invoices, purchase orders, etc., or by any other direct or indirect means.

#### **ABSENCE AND TARDINESS**

Paid sick leave is an insurance policy to protect the employee's wages in case of an emergency. Sick leave should be used only for the intended purpose.

Since abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow employees and limits ability to effectively plan and accomplish goals, the following policies and guidelines have been developed to help reduce absenteeism and tardiness.

Supervision must understand and explain Company policies and procedures to their subordinates. Supervisors at every level will be responsible for maintaining attendance records for employees. Since inconsistency causes problems when counseling or disciplinary action is necessary, Industrial Relations will monitor actions to assure consistency.

In an effort to monitor absenteeism and tardiness, the following guidelines should be adhered to:

- Accurate records of all nonproductive time should be recorded for each employee.
- As soon as an employee returns to work from sick leave or tardiness, the supervisor should take a few minutes to informally speak to the employee.
- Deal with each absence immediately, whether or not the absence was expected.
- When an employee's record indicates that he is having a problem or might be abusing sick leave, it is time for a counseling session. In such circumstances, a written warning may be necessary.
- If disciplinary action is taken, it must be based upon detailed records.
- Absenteeism should be evaluated giving consideration towards the understanding of any sick leave due to unusual circumstances, such as major medical problems.
- If an employee has been out in excess of thirty (30) hours within a six (6) month period or if the employee's record shows a pattern of absence abuse, the employees should be considered for immediate counseling. Absenteeism due to major medical problems should be evaluated on a case-by-case basis.

## **PROGRESSIVE DISCIPLINE**

### **Counseling**

Whenever there is an irregularity in attendance, the supervisor should, prior to progressive discipline, meet with and counsel the employee as to his obligations. Listed below are the items to be discussed:

- The recent absences leading up to the counseling session.
- The Company's concern and willingness to help if there is a problem.
- Positive steps to be taken by the employee to preclude the need for future disciplinary action.
- Convince the employee that they do make a difference in their respective department, in that satisfactory attendance is one of their primary responsibilities.
- Explain to the employee how his absence can affect others when not at work, such as disruptions of work schedules, problems encountered by employee who fills in, etc.

### **Step 1- Oral Warning**

When patterns of absence or tardiness begin to surface or when an employee approaches thirty (30) hours of absenteeism within a six (6) month period, an oral warning should be initiated and documented as a "Memo for Record." The minimum responsibilities of the immediate supervisor are as follows:

- The absenteeism record leading up to the counseling. This should be completely up-to-date.
- The Company's concern and willingness to help if there is a bona fide problem.
- Positive steps to be taken by the employee to avoid further disciplinary action.
- Convince the employee that they do make a difference in their department and that satisfactory attendance is one of their primary responsibilities.
- Explain to the employee how his/her absence can affect others when not at work, such as disruptions of work schedules, problems encountered by employee who fills in, etc.

**Step 2- Written Warning**

When an employee fails to take the necessary action to correct his attendance following an oral warning, it may be necessary to issue a Notice of Disciplinary Action to substantiate formal counseling. Such action is designated as a written warning.

**Step 3 - Written Warning with 90-Day Review Period**

When an employee continues to be tardy or absent from the job, the employee may be placed on a review for a period of ninety (90) days, known as a "90-Day Review." The following information shall be contained in the Notice of Disciplinary Action form:

- Clear, concise, and explicit information explaining the terms of the 90-day period and the consequences that could result if the employee continues with lost time during this period. At this point, the employee should also be advised that the next step could be termination.
- Once every thirty (30) days, the supervisor will sit with the employee and evaluate his performance. Each evaluation shall be documented, and copies shall be sent to the employee and Industrial Relations (if the involved employee is represented by a bargaining unit) or Industrial Relations (if the involved employee is nonrepresented).

**Step 4 - Termination**

When an employee fails to correct his/her problem through whatever means necessary, the next step is termination.

**NOTICE OF DISCIPLINARY ACTION FORM**

The EG&G Notice of Disciplinary Action Form will be used to document all formal disciplinary actions.

**Explanation of the form items:**

- **Nature of Charge.** Use a short title for the offense, (i.e., excessive tardiness, neglect of duty, possession of intoxicating liquor, etc.).

- **Detailed Description of Offense.** Record the specific facts supporting the charge. Details must be factual, objectively stated, and supportable under scrutiny.
- **Adverse Effect on the Safety or Welfare of Others.** Will be indicated when, for example, fighting or negligent horseplay.
- **Adverse Effect on the Performance of Required Work.** Will be indicated when, for example, there is excessive absenteeism or tardiness.
- **Comments.** May be used to further explain to an employee the effect or severity of the offense.

### **APPROVAL CYCLE**

The initiation of a Notice of Disciplinary Action form is the responsibility of the employee's immediate supervisor. Before disciplinary actions are placed into effect, the manager requesting such action shall communicate with and obtain the concurrence signature of the Manager, Industrial Relations, and the appropriate Branch Manager/Manager or his designee. All terminations or suspensions shall be discussed with the Manager, Industrial Relations, and any notice documenting the termination of any employee will require the signature of the Manager, Industrial Relations.

The highest level for concurrence of written warnings, probation and suspension actions is the appropriate Supervisor and the Administrative Manager or his designee. Once the concurrence cycle has been completed the parties indicated on the bottom of each form shall receive appropriate copies. All terminations or suspensions shall first be discussed with the "Manager, Industrial Relations," or his designee, and any notice documenting the termination of an employee will require the signature of the Manager, Industrial Relations. Employees being considered for this type of action may be placed on emergency suspension pending approval of planned actions.

Before written warnings, probations, suspensions or terminations are placed into effect, the Supervisor requesting such action shall communicate with the Manager, Industrial Relations, or his designee, to discuss such action prior to implementation.

### **ADMINISTRATION OF POLICY**

A progressive sequence of disciplinary action is to be taken based upon the severity of an offense. The least severe offenses result in oral warnings; the most severe offenses result in terminations.

If and when an employee is placed on a "90-Day Review," his/her conduct or performance becomes critical to continued employment. Any additional violations during this period will result in more serious disciplinary action, regardless of the fact that the additional violation itself may not mandate a suspension or termination. Such judgments are necessary for successful application of the disciplinary policy. It is of the utmost importance that disciplinary actions not only be justified, but also that they are administered in an even-handed fashion, which treats equally all who have committed the same type of offense. Employees on a "90-Day Review" shall have their conduct and performance evaluated by their immediate supervisor not less than once every thirty (30) days during said period.

Each evaluation shall be documented with copies sent to the employee and the Manager, Industrial Relations. Applicable provisions of collective bargaining agreements are not altered by this procedure.

The chart below, although not absolute or exhaustive, shows some causes that may justify disciplinary action. It also indicates the type of counseling and severity of action that could be taken based upon frequency, facts and severity of the offense. These guidelines should be adhered to as closely as possible.

<u>Incident</u>	<u>Oral Warn</u>	<u>Written Warn</u>	<u>90-Day Review</u>	<u>Susp.</u>	<u>Term.</u>
Harm to Person or Property					First
Sleeping on the Job					First
Falsifying Information					First
Theft					First
Drugs & Intoxicants					First
Insubordination					First
Espionage, Sabotage or Criminal Activity					First
Improper Conduct				First	Second
Safety Infractions				First	Second
Security Infraction			First		Second
Excessive Absence/ Tardiness	First	Second	Third		Fourth