NA31-20243

NASA

National Aeronautics and Space Administration

Langley Research Center Hampton, Virginia 23681-0001 RFD. +/

SOLICITATION

REQUIREMENT:	FACILITIES AND EQUIPMENT SUPPORT SERVICES	

1-56-5700.3200

Open Competitive

- A preproposal conference will be held at Langley Research Center on October 27, 1993. See L.23 for details of the conference.
- Your attention is directed to L.31, <u>Proposal Preparation and Submission--Special Instructions</u>, for important proposal preparation instructions and to Section M for important evaluation information.
- Your attention is directed to L.30, <u>Small Disadvantaged Business Subcontracting Goal</u>.
- * REQUIREMENT FOR SPECIAL TECHNICAL CAPABILITIES

It is NASA policy to obtain maximum practicable competition consistent with the nature of each procurement. However, to prevent unnecessary expense associated with preparation and submission of a proposal, only firms with demonstrated experience and background in the Statement of Work task areas are encouraged to respond to this request.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF WORK

- A. 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), dated August 4, 1993.
- B. Specific detailed performance requirements within the Statement of Work will be directed through work orders issued by the Government in accordance with the procedures outlined in G.1, <u>Work Orders</u>.

B.2 LEVEL-OF-EFFORT

- A. In the performance of work under this contract, the Contractor is obligated to provide up to TBD 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 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 FLE AND FIXED FFE

- A. The estimated cost of this contract is \$, exclusive of the award fee of \$ and fixed fee* of \$0. The total estimated cost, award fee, and fixed fee is \$.
 - B. The award fee available for each evaluation period is as follows:

 Period
 Available Award Fee

 June 1, 1994 - November 30, 1994
 \$

 December 1, 1994 - May 31, 1995
 \$

*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 \$\ and covers the following estimated period of performance:
- (b) An additional amount of \$\frac{1}{2}\$ is obligated under this contract for payment of fee.

B.5 ADMINISTRATION OF CONTRACT FUNDING (LaRC 52.232-100) (OCT 1992)

- 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 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 five thru 10 will be equally divided among the six periods.

					Fifth thru	
Initial <u>Period</u>	First <u>Option</u>	Second <u>Option</u>	Third <u>Option</u>	Fourth <u>Option</u>	Tenth <u>Options</u>	Total <u>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 <u>Changes</u> 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, <u>Statement of Work</u> entitled "Facilities and Equipment Support Services."

SECTION D - PACKAGING AND MARKING

- D.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 ACCEPTANCE

- E.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.

(q) (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; <u>provided</u>, 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 work orders.

F.5 REPORTS AND DOCUMENTATION DELIVERY

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WORK ORDERS

- A. The work to be performed within the areas outlined in Section C, <u>Description/Specifications/Work Statement</u>, will be more specifically directed by means of work orders issued by the Contracting Officer or his authorized representative.
- B. If any work order is considered by the Contractor to be outside the scope of this contract, or if the Contractor has reason to believe that he will exceed the scope of his contractual obligation (e.g. contract level of effort, contract funding, contract estimated cost) in the performance thereof, the Contractor shall immediately notify the Contracting Officer in writing, and shall not perform any further effort pending resolution by the Contracting Officer.
- C. All work orders estimated to exceed \$100,000 shall be approved in writing by the Procurement Officer prior to issuance to the Contractor.
- G.2 AWARD FEE EVALUATIONS (LARC 52.216-92) (JUN 1990)
- A. The Contractor's performance hereunder shall be evaluated each period by an Evaluation Board in accordance with an established evaluation plan. A copy of

this plan shall be furnished to the Contractor within 30 days of the effective date of this contract. This plan may be modified by the Government and a copy of any modification will be provided to the Contractor. The Board shall review the Contractor's performance for each period in the following areas:

Performance of Work Management and Continuous Improvement Cost Safety

- B. The findings of the Board shall be reported to the Fee Determination Official (a cognizant individual at the program director level or higher of LARC management) who will determine to what extent the Contractor's performance for the preceding award fee evaluation period warrants payment of some portion of the available award fee specified in Section B. In no event will any unawarded portion of fee for any evaluation period become available for award in subsequent periods.
- C. The Contractor will be notified of the Fee Determination Official's determination of award fee by the Contracting Officer in a Notice of Award Fee, and such decision shall be binding on both parties and not subject to the Section I clause entitled "Disputes Alternate I."
- D. In the event this contract is terminated prior to a regularly scheduled award fee determination, the fee to be paid to the Contractor shall be an appropriate portion of any available award fee, as may be determined by the Fee Determination Official.
- E. The Contractor may submit evaluation plan recommendations pertinent to evaluation criteria, methods of measurement, definitions, ground rules, relative importance, etc., to the Contracting Officer. Such recommendations may be for the initial evaluation period or for subsequent periods. Recommendations for the initial period should be received by the Contracting Officer no later than the effective date of the contract and for subsequent periods no later than thirty (30) days prior to the beginning of the period.
- G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 18-52.216-87) (DEC 1988)
- (a) Public vouchers for payment of costs shall include a reference to this contract NAS1- and be forwarded to:

TBD

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

- (b) The Contractor shall prepare vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.

- (2) Seven copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.
- (3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows:
 - (i) Copy 1 NASA Contracting Officer;
 - (ii) Copy 2 Auditor;
 - (iii) Copy 3 Contractor
 - (iv) Copy 4 Contract administration office; and
 - (v) Copy 5 Contracting Officer Technical Representative.
- (c) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

Contracting Officer, MS 126 NASA LaRC Hampton, VA 23681-0001

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

- (d) 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.4 CONTRACT CLOSEOUT (LARC 52.242-90) (JUN 1988)
- A. Reassignment—After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center Contracting Officer for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said Contracting Officer at NASA Langley Research Center, Mail Stop 126, who may be reached by telephone at (804) 864-2462.
- B. "Quick Closeout"--Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the provisions of paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.
- C. Completion Voucher Submittal--Notwithstanding the provisions of the Allowable Cost and Payment clause, as soon as practicable after settlement of the Contractor's indirect cost rates applicable to performance of the contract, the Contractor shall submit a Completion Voucher as required by the aforesaid clause. The Completion Voucher shall be supported by a cumulative claim and reconciliation

statement and executed NASA Forms 778, Contractor's Release, and 780, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts. Unless directed otherwise by the Contracting Officer for Contract Closeout, the Contractor shall forward the said Completion Voucher directly to the cognizant Government Agency to which audit functions under the contract have been delegated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

Except for data contained on pages ____*___, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated ______*___, upon which this contract is based.

H.2 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; <u>provided</u>, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the Contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TO BE NEGOTIATED

H.3 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.

^{*}To be Negotiated.

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

Employee Class	Monetary Wage
Production Controller Technician, Heating, Ventilation, Air	\$15.16
Conditioning, and Refrigeration Mechanic, Heating, Ventilation, Air	\$13.03
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	\$13.32
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.
<u>Holidays</u>	- Receives 10 paid holidays per year.
Health Insurance	- Government pays up to 60% of health insurance.
Group Life Insurance	- Government pays two-thirds of life insurance rate

premiums.

Retirement

- The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 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.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.
 - (1) 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.

H.5 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.

	Option		Second Option Period	Option Option		ourth otion eriod	
<u>Item</u>							
Period of Performance (Ref. F.2)	12 month	ıs	12 months	12 months	12 mc	2 onths	
Level of Effort (Ref. B.2)	TBD hours	TBD hours		TBD hours		TBD hours	
Estimated Cost (Ref. B.3)	\$		\$	\$	\$		
Award Fee (Ref. B.3)	\$		\$	\$	\$		
	Fifth Option Period	Sixth Option <u>Period</u>	Seven Optio <u>Perio</u>	n Opťion	Ninth Option <u>Period</u>	Tenth Option <u>Period</u>	
<u>Item</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)	TBD hours	TBD hours	TBD hours	TBD hours	TBD hours	TBD hours	
Estimated Cost (Ref. B.3)	\$	\$	\$	\$	\$	s	
Fixed Fee (Ref. B.3)	\$	\$	\$	\$	\$	\$	

	First Option Period	Second Option Period	Third Option Period	Fourth Option Period
Award Fee Availability (Ref. B.3)				
6/1/95 - 11/30/95	\$			
12/1/95 - 5/31/96	\$			
6/1/96 - 11/30/96		\$		
12/1/96 - 5/31/97		\$		
6/1/97 - 11/30/97			\$	
12/1/97 - 5/31/98			\$	
6/1/98 - 11/30/98				\$
12/1/98 - 5/31/99		-		\$

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.

	Level of Effort (Ref. B.2)
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 B.3, Estimated Cost, Award Fee and Fixed Fee will be increased using the appropriate rates set forth below:

		Rate Per <u>Hour</u>
Initial Period	Cost Award Fee	\$ \$~~~ ²⁷ .
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.6 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.7 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.8 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>	Number	Rev/Mod	Effective Date
Wage Determination	87-0211	12	8/9/92
Wage Determination	87-0215	13	1/28/93
Wage Determination	81-877	4	8/9/89
General Decision	VA930035	2	5/28/93
General Decision	VA930018	5	9/10/93

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.14, Construction Provisions, Paragraph B.)

H.9 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.10 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 90 days after the end of the period of performance and to credit the contract for the amount of any excess 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.11 OPTION TO TRANSFER LEASE ON CONTRACTOR-PROVIDED VEHICLES*

The Contractor agrees to enter into a long-term lease(s) for any Contractor-furnished vehicles to be used in the performance of this contract, which is subject to being cancelled if the prime Contractor does not continue to perform the contract throughout the useful life of the vehicles (e.g., the Contractor is not selected in a subsequent recompetition). The lease(s) shall have an option to transfer the lease(s) to a successor Contractor.

H.12 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.13 CONSENT TO SUBCONTRACT***

Notwithstanding the provisions of FAR 52.244-2, Subcontracts (Cost Reimbursement and Letter Contracts) (JUL 1985) Alternate I (APR 1985), the Contractor shall obtain the Contracting Officer's consent before award of a subcontract exceeding \$25,000.

^{*}Applicable clause will be negotiated into the contract.

^{**}Not applicable to Small Business.

***If the Contractor has an approved purchasing system, this clause may be deleted.

H.14 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.

PART II - CONTRACT CLAUSES

CLAUSE NUMBER

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

CLAUSE NUMBER	TITLE AND DATE
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)

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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)
52.215-33	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)
	Notice to the Government of Labor Disputes (APR 1984)
52.222-1	
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 -2 6	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)
52.225-3	Buy American Act - Supplies (JAN 1989)
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)
	Disclosure and Consistency of Cost Accounting Practices
52.230-3	(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
52.252 20	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

TITLE AND DATE
Report on NASA Subcontracts (NOV 1992)
NASA Contractor Financial Management Reporting (DEC 1988)
Award Fee (DEC 1988)
Use of Rural Area Small Businesses (SEP 1990)
Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992)
NASA Small Disadvantaged Business Goal (JUL 1991)
Safety and Health (DEC 1988)
Safety and Health Plan (DEC 1988)
Minimum Insurance Coverage (OCT 1988)
Emergency Evacuation Procedures (DEC 1988)
Observance of Legal Holidays (AUG 1992) Alternate II (SEP 1989)
Acquisition of Centrally Reportable Equipment (MAR 1989)
Installation-Provided Government Property (MAR 1989)
Compliance with NASA FAR Supplement (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:

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52.252-2
                    Clauses Incorporated by Reference (JUN 1988)
                    Requirement for Certificate of Procurement Integrity -
52.203-9
                      Modification (NOV 1990)
                    Limitation on Payments to Influence Certain Federal
52.203-12
                      Transactions (JAN 1990)
                    Integrity of Unit Prices (APR 1991)
52.215-26
                    Option to Extend the Term of the Contract (MAR 1989)
52.217-9
                    Payment for Overtime Premiums (JUL 1990)
52.222-2
                    Davis-Bacon Act (NOV 1992)
52.222-6
                    Withholding of Funds (FEB 1988)
52.222-7
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                    Payrolls and Basic Records (FEB 1988)
                    Apprentices and Trainees (FEB 1988)
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                    Compliance with Copeland Act Requirements (FEB 1988)
52.222-10
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52.222-12
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                      (FEB 1988)
                    Disputes Concerning Labor Standards (FEB 1988)
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52.222-16
                    Approval of Wage Rates (FEB 1988)
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52.222-41
52.223-6
                    Drug-Free Workplace (JUL 1990)
                    Additional Bond Security (APR 1984)
52.228-2
52.232-25
                    Prompt Payment (SEP 1992)
52.242-13
                    Bankruptcy (APR 1991)
52.252-6
                    Authorized Deviations in Clauses (APR 1984)
                    Limitation of Future Contracting (DEC 1988)
18-52.209-71
                    Financial Reporting of Government-Owned/Contractor-Held
18-52.245-73
                      Property (MAR 1989)
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1.3 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:

20 Transfer in the Control of the Co
CERTIFICATE OF PROCUREMENT INTEGRITYMODIFICATION (NOV 1990)
(1) I,
proposal and hereby certify that, to the best of my knowledge and belief, with t 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* (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)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of
[Name of Offeror] who has participated personally and substantially in the preparation or submissi 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 IntegrityModification (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]

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

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

MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- 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.
- LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS 1.5 (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:
 - The awarding of any Federal contract.
 - The making of any Federal grant. The making of any Federal loan.
 - (4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any

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

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

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

following individuals who are employed by an agency:

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

(3) A special Government employee, as defined in section 202, title 18,

United States Code.

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

appendix 2.

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

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

Federal Government.

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

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

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

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

(b) Prohibitions.

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

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

of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

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

conditions:

(i) Agency and legislative liaison by own employees.

(Å) 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.

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

> Penalties. (v)

- (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.
- 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.

1.6 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. 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)

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. 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) <u>Equal employment opportunity</u>. 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).

- This conforming procedure shall be initiated by the (ii) Contractor prior to the performance of contract work by the unlisted class of 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.

(1) 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 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.23 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) <u>Invoice Payments</u>.

- (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.

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.24 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.25 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.

1.26 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 used and disclosure and agrees not to use them to compete with those other companies.
- 1.27 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

Statement of Work, September 24, 1993, 18 pages Exhibit A

Contract Documentation Requirements, 7 pages Exhibit B

Installation-Provided Government Property, 1 page Exhibit C

Registers of Wage Determinations and General Decisions, 59 pages Exhibit D

(TBN) , (TBN) pages* Exhibit E Subcontracting Plan,

The following are located after Section M of this solicitation:

Certificate of Current Cost or Pricing Data, Form PROC./P-281, Attachment 1 May 1986, 1 page

Contract Pricing Proposal Cover Sheet, Standard Form 1411, Attachment 2 July 1987 with instructions, 4 pages

FAR Provision 52.203-8, Requirement for Certificate of Attachment 3 Procurement Integrity (NOV 1990) Alternate I (SEP 1990), 2 pages

Attachment 4 Government Estimated Staffing, Key Positions and Position Qualifications, 18 pages

Attachment 5 Cost Forms, A-E, 10 pages

Contractor Furnished Equipment, 1 page Attachment 6

Langley Research Center Physical Plant Description and Area Map, Attachment 7 4 pages

A--Work Order Flow Charts, 3 pages Attachment 8 B--Sample Work Orders, 28 pages

C--Typical Construction Tasks, 3 pages

D--Preventive Maintenance Schedule and Typical Shutdown Package, 26 pages

E--Legend of Organization and Craft Designations, 1 page F--Listing of Acronyms, 2 pages

Attachment 9 Shop Area and Storage Facilities Drawings, 23 pages

^{*}Not applicable to Small Business Firms.

STATEMENT OF WORK

FACILITIES AND EQUIPMENT SUPPORT SERVICES

1-56-5700.3200 EXHIBIT A **SEPTEMBER 24, 1993**



- LANGLEY RESEARCH CENTER ----

HAMPTON, VA23681-0001

NASA Langley (Aug. 1992)

PROC. P-314

FACILITIES & EQUIPMENT SUPPORT SERVICES STATEMENT OF WORK

1.0 INTRODUCTION:

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:

- 2.1 The contractor shall furnish all services, personnel, vehicles, materials, tools, and equipment for the following:
 - A. Maintenance Services
 - B. Construction Activities
 - C. Engineering Services

3.0 GENERAL:

- 3.1 Work orders delineating requirements will be issued by the Government for all services to be performed.
- 3.2 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.
- 3.3 The Contractor shall perform all services in accordance with applicable LaRC and NASA regulations and national standards.
- 3.4 The Contractor shall provide after hours response to meet emergencies.
- 3.5 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.

- 3.6 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.
- 3.7 The Contractor shall maintain all tools and equipment for which he is accountable in a safe and operable condition.
- 3.8 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.
- 3.9 The Contractor shall provide excavating as required in performance of tasks under this contract.
- 3.10 The Contractor shall maintain an effective means of communication between field personnel and the on-site office.

- 3.11 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.
- 3.12 The Contractor shall provide services for subcontracted tasks, to include preparation of bid packages from drawings, specifications, and cost estimates; solicitation of bids; and award and administration of subcontracts. All subcontracts 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:
 - A. All equipment related to the refrigerant cycle.
 - B. All interconnecting refrigerant piping.
 - C. All air handling units for heating, ventilation, and air conditioning systems.
 - D. 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.
 - E. All return and supply grills, dampers, and damper operators, both pneumatic and electric.
 - F. 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 blueprints, 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.
 - A. Water samples shall be drawn weekly and delivered to a designated location for analysis by others.
 - B. Records and reports of individual system conditions and applied treatments shall be maintained.
 - C. 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 shall be provided 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 SYSTEMS AND EQUIPMENT

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, contactors, transformers, tap changers, and switchgear, including both air and oil types. Large contactors 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.

- 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 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 ACTIVITIES

- The Contractor shall provide construction services for modifications, repairs, alterations, 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 applicable as-built drawings and equipment manuals to the Government.
- 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

The Contractor shall provide engineering services that include the design and evaluation of construction efforts such as modifications, additions, repairs, alterations, and construction of facilities.

- 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.
- 6.2 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.

- 6.3 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.
- 6.4 The Contractor shall provide engineering services to support maintenance and repair tasks performed under this contract.

EXHIBIT B CONTRACT DOCUMENTATION REQUIREMENTS

EXHIBIT B - CONTRACT DOCUMENTATION REQUIREMENTS

1. 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. Minimum reporting categories:

(To be negotiated)

- 5. Each 533M shall include a narrative explanation for variances exceeding 10 percent between planned hours and dollars and actual hours and dollars for each reporting category.
- 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.

- 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. 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 by work order. This report shall include date prepared, work order 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 by work order. This report shall include date prepared, work order 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, work order number, work order status, building number, employee name, work order 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 the following reports:
- 1. Subcontracting Report for Individual Contracts, Standard Form 294--In addition to the instructions on the form the Contractor is required to include the following information in Block 18 of the SF 294:

Subcontract awards to small Women Owned (WO) businesses this reporting period: \$

Subcontract awards to Historically Black Colleges and Universities (HBCU) and/or Minority Educational Institutions (MEI) this reporting period: \$

The total subcontract dollars to WO businesses, HBCUs and MEIs shall be included in the figures in Blocks 15a and 16 of the SF 294. In addition to the

above requirements, the Contractor is required to submit, on a monthly basis in letter format, the data required in Blocks 15a, 15b, 15c, 16 and 18 of the SF 294. This data is required by the 10th day following the month being reported.

2. Summary Subcontract Report, Standard Form 295--Submit in accordance with the instructions on the form.

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.

- P. Report on NASA Subcontracts (NASA Form 667)--The Contractor shall submit this report in accordance with the instructions on the form.
- Q. 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).

- R. 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.
- S. 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.
- T. 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.
- U. 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 <u>Financial Management Reports</u> 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.

V. 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-(TBD) 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 166B
 - 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:

DOCUMENT	LETTER CODE AND DISTRIBUTION
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

	74
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

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

EXHIBIT C

Installation-Provided Government Property

- A. Office space, shop areas and storage facilities
- 1. Shop areas and storage facilities (See Attachment 9 for floor plan drawings which also includes office space.)
 - 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

EXHIBIT D

REGISTERS OF WAGE DETERMINATIONS AND GENERAL DECISIONS

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

North Carolina,

Virginia

Page 1 of 7

6/

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

Alan L. Moés Directór Division of

Class of Service Employees

Welfare

Other

LOCALITY Area:

Wage Determinations

Wage Hourly Minimum Wage Determination No.: 87-0211 (Rev. Health & Fringe Benefit Payments Vacation Holiday 12) Date: 08/09/1992

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18.

State: North Carolina, Virginia

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

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

Director Alan L.

Wage Determinations

Class of Service Employees

Wage Hourly Minimum

Welfare Health &

Vacation

Hol iday

Other

Fringe Benefit Payments

Division of LOCALITY Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992 Area: 6/

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Virginia

8	WASHINGTON, D.C. 20210	WAGE AND HOUR DIVISION	EMPLOYMENT STANDARDS ADMINISTRATION	U.S. DEPARTMENT OF LABOR
Area: 6/		State: North Carolina,	•	

REGISTER OF WAGE DETERMINATIONS UNDER By direction of the Se THE SERVICE CONT TOCALITY

Alan L. Moss Director Wag

Class of Service

	Employees	vision of ge Determinations	TRACT ACT	
Wage	Minimum Hourly	Wage Dete		- A
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Vacation	Fringe Benefit Payments	87-0211		
Holiday	t Payments	(Rev. 12) Da		
Other		Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992		

47.	46.	<u>.</u> 5	44.	43.	42.
Instructor	Document Preparation Clerk	Camera Operator	Laboratory Technician	Video Tape/Film Editor	Audio Technician/Sound Cutter
\$ 13.02	\$ 5.73	\$ 6.56	\$ 8.48	\$ 12.70	\$ 12.70

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

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional

5/.

^{2/} The Technician classification includes all of the following: Electronics, Electromechanical, Environmental, Instrumentation, Mathematical, Mechanical, and Photo-Optics capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

average of \$2.39 per hour computed on the basis of all hours worked by service employees employed and personal leave, severance pay, and savings and thrift plans: on the contract. 3/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic Employer contributions costing an

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 Wage Determinations

Class of Service Employees

of Labor

Area:

6

State: North Carolina, Virginia

Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992

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

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

another day off with pay in accordance with a plan communicated to the employees involved.) Thanksgiving Day, and Christmas Day. Washington's Birthday, Memorial 5/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Day. (A contractor may substitute for any of the name holidays

6/ NORTH CAROLINA:

Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:

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

work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencys' recommendation and all pertinent information including the officer no later than 30 days after such unlisted class(es) of employees performs any contract 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 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 conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits such unlisted classifications and the classifications listed in the wage determination. Such so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 position of the contractor and the employees, to the Wage and Hour Division, Employment Standards proposed conforming action, including information regarding the agreement or disagreement of the performed by any classification listed in the wage determination), be classified by the contractor herein and which is to be employed under the contract (i.e., the work to be performed is not NOTE: The contracting officer shall require that any class of service employee which is not listed

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 with the following standards as compliance: that required by the wage determination. The Department of Labor will accept payment in accordance

commercial laundering in order to meet the cleanliness or appearance standards set by the terms the Government contract, by the contractor, by law, or by the nature of the work, there is no 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 maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and bona fide collective bargaining agreement providing for a different amount, or the furnishing of all contractors and subcontractors subject to this wage determination shall (in the absence of a where uniform cleaning and maintenance is made the responsibility of the employee, uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, The contractor or subcontractor is required to furnish all employees with an adequate number of personal garments, and do not require any special treatment such as dry cleaning, daily washing, or

requirement that employees be reimbursed for uniform maintenance costs.

DATE 08/09/1992

Page 6 of 7

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

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

AUDIO TECHNICIAN/SOUND CUTTER

sheet indicates sound-effect insertion. Stops machine at such points and marks symbol on film with grease pencil or notches symbol on video tape, using electronic device. Rewinds prints onto reels by reversing action of machine. Sets reels on rewinder, turns handle until both sound and picture are unwound to points marked by symbol, and splices sound effect into sound print. for sound effects to accompany or punctuate action. action through aparture and listens to sound being reproduced, using earphones. Notes dupe sheet reproducing machine with picture and sound-track films and video tape. Starts machine, views single sound-print for film or video-tape production: Loads combination sound-and-picture Edits and synchronizes music, dialogue and sound effects of motion picture film and video tape into Determines that sound matches picture or dupe

VIDEO TAPE/FILM EDITOR

presents maximum effect. continuity. Trims film segments to specified lengths and reassembles segments in sequence that supervisory personnel and others concerning scenes. Edits film, video tape and sound tracks: Evaluates and selects scenes in terms of value and Reviews assembled film on screen and makes corrections. Confers with

LABORATORY TECHNICIAN

general medical lab tests. Collects, processes, and analyzes blood urine, and other body fluids by established scientific hematology, urinalysis, chemistry, blood bank, microbiology, serology, anatomic apthology, and laboratory techniques to aid in diagnosis, treatment, and prevention of diseases in the area of

CAMERA OPERATOR

Responsible for filming all documents received either on a 16mm or 105mm planetar camera. They are also responsible for typing in microfiche titles. They are also responsible for developing their film and quality control

DOCUMENT PREPARATION CLERK

Next Primary duty is to prepare material for the camera operator. This entails the disassembly of documents, books, periodicals, etc. and organizing this material inot a photographic mode.

WASHINGTON, D.C.

20210

THE SERVICE CONTRACT ACT

Wage Determinations

Class of Service Employees

Director

Division of

LOCALITY

Area:

State:

North Carolina, Virginia

Wage Determination No.: 87-0215 (Rev. 13) Date: 01/28/1993

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

Administrative Support and Clerical Occupations:

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Secretary I	Scheduler, Maintenance	Receptionist	Production Control Clerk	Payroll Clerk	Order Clerk II	-	Messenger	Mail Clerk	Inventory Clerk	(Film/Tape Librarian)	Audiovisual Services Clerk	File Clerk III	File Clerk II	File Clerk I	Driver Messenger	Dispatcher, Motor Vehicle	Court Reporter	Accounting Clerk IV	Accounting Clerk III	Clerk I	Accounting Clerk I
\$ 7	\$ 7	\$ 6				\$ 6		\$ 6			\$ 7					\$ 6		\$ 10		\$ 7	\$ 6
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Page 1 of 7

State: North Carolina, Virginia

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

REGISTER OF WAGE DETERMINATIONS UNBER
THE SERVICE CONTRACT ACT
By Airefulon of the Secretary of Labor

Director Alan L. Moss

Class of Service Employees Division of Wage Determinations . : : LOCALITY Wage Hourly Minimum Wage Determination No.: 87-0215 (Rev. 13) Date: 01/28/1993 Area: Welfare Health & Fringe Benefit Payments Vacation **Holiday** Other

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

> State: North Carolina, Virginia

Page ω of

Area:

REGISTER OF WAGE DETERMENATIONS UNDER ton of the E SERVICE CON TRACT ACT Ary of Labor

LOCALITY

Division of

Wage Determinations

Wage Determination No.: 87-0215

Alan L. Moss Director

Class of Service Employees

(Rev. 13) Date: 01/28/1993

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

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

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 1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans,

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

another day off with pay in accordance with a plan communicated to the employees involved.) Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays Washington's Birthday, Memorial 3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Day, Independence Day, Labor Day, Columbus Day, Veterans' Day,

4/ NORTH CAROLINA:

Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:

86 EMPLOYMENT STANDARDS ADMINISTRATION REGISTER OF WAGE: BETERWINATIONS: UNBER THE SERVICE CONTRACT ACT By direction of the Secritary of Labor Alan L. Moss Director U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. Class of Service Employees WAGE AND HOUR DIVISION Wage Determinations Division of 20210 LOCALITY Wage Hourly Minimum Wage Determination No.: 87-0215 (Rev. 13) Date: Area: State: Welfare Health & North Carolina, Virginia Fringe Benefit Payments Vacation Holiday

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

other

01/28/1993

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 agencys' recommendation and all pertinent information including the 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 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 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 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 authorized representative of the employees involved or, where there is no authorized proposed conforming action, including information regarding the agreement or disagreement of the conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits NOTE: The contracting officer shall require that any class of service employee which is not listed

with the following standards as compliance: 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 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.),

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 note 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 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 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 requirement that employees be reimbursed for uniform maintenance costs. personal garments, and do not require any special treatment such as dry cleaning, daily washing, or where uniform cleaning and maintenance is made the responsibility of the employee, uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, The contractor or subcontractor is required to furnish all employees with an adequate number of

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

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

PRODUCTION CONTROLLER

of need designators. supply assets in the repair cycle are returned in a timely manner. Verifies and monitors urgency required publication files. repairable item processing and supply support. Coordinates supply actions with maintenance and provides assistance in resolving problems with Coordinates the local manufacture of approved items. Processes requirements for parts and assures that Maintains and updates

PRODUCTION CONTROL SUPERVISOR

maintenance. Ensures that adequate supply support is provided for parts and supplies necessary to maintain aircraft and associated equipment. Resolves problems and provides training to subordinate and takes care of disciplinary problems. employees. Acts as a working supervisor to direct and control the production control function for aircraft Supervises other production controllers and motor vehicle operators. Rates performance Prepares reports and documentation as required.

PACKAGING SPECIALIST

packaging specifications; evaluating packaging methods; advising on packaging matters. shipping, and storage. Work may involve one or more of the following duties: of purchase and use, including prevention of environmental and mechanical damage during handling, Plans, designs, and develops packages to protect supplies, materials and equipment between the time of packaging and preservation methods, materials, regulations, specifications, and guidelines is method of required. packaging particular materials; establishing packaging standards; developing or reviewing Determining the best Knowledge

EQUIPMENT SPECIALIST

operate, repair, or dispose of equipment, and/or develops, installs, inspects or revises equipment collects, analyzes, interprets and develops specialized information about equipment. Provides information together with advisory service to those who design, test, produce, procure, supply, Provides such

WAGE DETERMINATION 87-0215 (Rev. 13)

DATE 01/28/1993

Page 7 of 7

maintaining, constructing, or inspecting equipment. design, production operational and maintenance requirements. knowledge of the characteristics, properties and uses of equipment of the type gained from technical training, education and experience in such functions as repairing, overhauling, maintenance programs and techniques based on a practical knowledge of the equipment, including Applies an intensive, practical

DUPLICATING/COPYING MACHINE OPERATOR

microfilm, laminating, addressograph, etc. machines. plastic binders aand heat binding. Performs general operator maintenance on duplicators/copiers, keeping machine clean and assures that quality copies are made as requested. Operates stapling, materials, etc., on high volume duplicators/copiers. Binding services are provided by using photocopiers, duplicators, and automated offset machines. Responsible for duplicating/copying all types of documents, including general correspondance, manuals, solicitations, confidential folding, paper dilling, collating, paper cutting, and other accessory equipment. May operate Performs multi-type copying or duplicating services on any of the following equipment: mimeograph,

90_

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDANDS 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

1.71

Division of Wage Determinations

Director

Wage determination number: 81-877 (Nev. 4) LOCALITY Stale: **>**iea. Minimum Virginia NASA Langley Research Center in the city of Hampton Fringe benefit payments Dele: 8-9-89 S

Employed on NASA contracts for facility and equipment maintenance services:

Class of service employed

Aprop

Wellare

Vacalion

Vepiton

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,

covered by the collective bargaining agreement(s) between EG & G Florida, Inc.

employees employed by the contractor in performing the above

service and

and Intrnational Brotherhood of Electrical Workers, AFL-CIO Local Union No. 1340

are to be paid wage rates and fringe benefits set forth in the bargaining agreement(s).

AGREEMENT

BETWEEN

EG&G FLORIDA, INC.
LANGLEY OPERATIONS DIVISION

AND

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

August 1, 1991

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AGREEMENT BETWEEN

EG&G FLORIDA, INC. LANGLEY OPERATIONS DIVISION

AND

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

PREAMBLE

THIS AGREEMENT entered into this 1st day of August 1991 by and between EG&G Florida, Inc - Langley Operations Division, (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:

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ARTICLE I

TERM OF AGREEMENT

Section 1. This Agreement shall take effect August 1, 1991, and shall remain in effect through July 31, 1994 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, 1994. 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 noneconomic, during this contract period or any extension thereof, except as provided in Section 3 below.

<u>Section 3.</u> 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.

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 in good standing 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.

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 performed by the Company of a new construction nature which is work required to erect new facilities; in which event, the work shall be done in accordance with existing building construction agreements. 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 and which is consistent with the Company's obligation to perform any such work under the Service Contract Act.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. All grievances that may arise will be handled in the following manner. No written grievance shall be filed or processed based on facts, or events, or omission, which have occurred more than five (5) working days before grievance is filed. 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 Administrative 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 Administrative Manager shall meet with the Local Business Manager, or his designated representative,

within three (3) days of receipt of grievance. If the Administrative 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.

<u>Section 2.</u> 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.

<u>Section 4.</u> 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.

<u>Section 6.</u> 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

<u>Section 1.</u> 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.

ARTICLE IX

REFERRAL OF EMPLOYEES

<u>Section 1.</u> 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:

- The selection of applicants for referral to jobs shall (a) 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, Local Union 1340, International requirement. Workers, does Electrical Brotherhood of application for referral to the Maintenance Project covered by this Agreement regardless of race, color, sex, It does not handicap, national or ethnic origin. 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.

- 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.

<u>Section 5.</u> 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 rages 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 in the amount of one and one-half percent (.015) of gross bi-weekly pay plus Basic 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 FLORIDA, INC - LANGLEY OPERATIONS DIVISION (EMPLOYER)

I hereby authorize and direct you to deduct Union working dues bi-weekly from my pay in the amount of one and one-half percent (.015) of my gross bi-weekly pay, plus \$8.50 monthly basic Union dues, 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 and direction shall be irrevocable for a period of one (1) year from the date hereof until the anniversary date of the present Agreement, whichever is sooner, at which time I may revoke it by giving the Employer written notice any time within thirty (30) days prior to the expiration of the year period, or thirty (30) days prior to the anniversary date of the present

Agreement, whichever occurs sooner. If no such notice is given, this authorization shall be irrevocable for successive one (1) year periods thereafter, or for successive contract periods, whichever are shorter, with the same period of revocation at the end of each such period and shall continue thereafter in full force and effect until revoked by written notice to you.

Date:	Signed:	
Scci	ial 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).

<u>Section 3.</u> 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.

<u>Section 6.</u> 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.

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.

<u>Section 4.</u> 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 nigh 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 on-half (1 1/2).

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

<u>Section 5.</u> 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 a compensatory day off 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) manhours 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) manhours worked.
- (c) Employees with more than fifteen (15) years shall earn one (1) hour Annual Leave per year for every ten (10) manhours 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.
- 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 two unscheduled annual leave absences to be taken at the employee's discretion. The employee will have two (2) opportunities from January 1 to December 31 to take this unscheduled leave. The total number of hours for both unscheduled absences can not exceed twelve (12) 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.

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. 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 biweekly 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

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 XX

SENIORITY

<u>Section 1.</u> 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 VI (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.

<u>Section 6.</u> 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 XXI

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 XXII

PERIODIC CONFERENCE

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

ARTICLE XXIII

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 XXIV

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 XXV

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 XXVI

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 XXVII

HEALTH AND WELFARE

- Section 1. Group Medical Insurance, Group Life, and Accidental Death/Dismemberment and Disability Insurance (AD&D)
- (a) The Company will continue to sponsor Group Medical, Group Life, and AD&D for all employees and employee dependents through 31 July 1994.
- (b) Annual increases in premium cost up to and including 10% per year during the period 1 August 1991 through 31 July 1994 shall be borne by the Company. Annual increases greater than 10% up to and including 15% shall be shared

between the Company and employees with the Company paying 50% of the increased cost and the employees paying 50% of the increased cost. Annual increases greater than 15% shall be borne by the employee. Such increased payments shall begin on the anniversary of the agreement each year. The trustees of the plan will provide justification for the amount of the increases in premiums.

(c) All employees within the unit 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.

<u>Section 2.</u> 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 XXVIII

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 46 pages, which has been signed on this 5 day of Legelan, 1991.

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:

EGEG FLORIDA, INC. LANGLEY OPERATIONS DIVISION

James R. Dubay General Manager

Gilbert L. Patton

Director, Industrial Relations

James R. Carbonneau

Contract Manager

Manager, Industrial Relations

FOR THE UNION:

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

1340 Business Mahager

Houston 1340 Chief Steward

Jerry Jutras 1340 Bargaining Committee

Mark Trybe

1340 President

APPENDIX "A" WAGE SCHEDULE

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

MINIMUM WAGE RATE PER HOUR

CRAFT/SKILLS EFFECTIVE EFFECTIVE EFFECTIVE 1 AUG 91 1 AUG 92 1 AUG 93 Laborer, Class "B" Maintenance 1 Aug 91 1 Aug 92 1 Aug 93 Laborer, Class "A" Maintenance 1 Aug 91 1 Aug 92 1 Aug 93 Roofer, Maintenance 1 Aug 91 1 Aug 92 1 Aug 93 8.01 8.01 8.02 8.51 9.70 12.77 13.37 13.92 Roofer, Maintenance 12.77 13.37 13.92
Laborer, Class "B" Maintenance 7.40 7.72 8.01 Laborer, Class "A" Maintenance 7.90 8.22 8.51 Painter, Maintenance 12.56 13.09 13.58 Carpenter, Maintenance 12.77 13.37 13.92
Laborer, Class "A" Maintenance 7.90 8.22 8.51 Painter, Maintenance 12.56 13.09 13.58 Carpenter, Maintenance 12.77 13.37 13.92
Laborer, Class "A" Maintenance 7.90 8.22 8.51 Painter, Maintenance 12.56 13.09 13.58 Carpenter, Maintenance 12.77 13.37 13.92
Laborer, Class "A" Maintenance 7.90 8.22 8.51 Painter, Maintenance 12.56 13.09 13.58 Carpenter, Maintenance 12.77 13.37 13.92
Painter, Maintenance 12.56 13.09 13.58 Carpenter, Maintenance 12.77 13.37 13.92
Carpenter, Maintenance 12.77 13.37 13.92
Poofer Maintenance 1977 1337 13.47
Roofer, Maintenance 12.77 13.37 13.92 Asbestos Worker 12.93 13.45 13.92
Mechanic, Maintenance 13.34 13.87 14.36
Water Treatment 13.34 13.87 14.36
Pipefitter, Maintenance 13.34 13.87 14.36
Welder 13.34 13.87 14.36
Mechanic, Ref & A/C Maintenance 13.34 13.87 14.36
Sheet Metal 13.34 13.87 14.36
Rigger, Maintenance 13.34 13.87 14.36
Crane Operator, Maintenance 13.34 13.87 14.36
Millwright, Maintenance 13.34 13.87 14.36
Machinist, Precision 13.69 14.12 14.61
Technician, Ref & A/C Maintenance 13.69 14.12 14.61
Elevator/Crane Mechanic 13.69 14.12 14.61

<u>Section 2.</u> All permanent employees hired on or after 1 March 1989 shall receive \$.50/hour less than the above rate for 90 days and \$.25/hour less for an additional 90 days.

<u>Section 3.</u> 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 he rate of \$.50 per hour. This rate shall be added to his/her base rate and made a part there of while so assigned.

General Decision Number VA930035

Superseded General Decision No. VA910035

State: Virginia

Construction Type:

Building

County(ies):
HAMPTON*

*INDEPENDENT CITY OF HAMPTON (INCLUDING LANGLEY AIR FORCE BASE AND FORT MONROE)

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
. 0	02/19/1993
.	05/14/1993
2	05/28/1993

COUNTY(ies): HAMPTON*

* ENGI0147H 05/01/1993	5 . b 5	-
POWER EQUIPMENT OPERATORS:	Rates	Fringes
Cranes, under 90 tons	15.47	3.385
* ENGI0147I 05/01/1993	D -4	
POWER EQUIPMENT OPERATORS:	Rates	Fringes
Fork Lift	12.38	3.385
+ TD0000000 05 (05 (000	-	
* IRON0079G 05/01/1993	Rates	Fringes
IRONWORKERS, STRUCTURAL	16.25	3.85
* PAIN1846A 05/01/1992	Rates	Fringes
GLAZIERS	14.10	2.23
72272747404444444444444444	*	
* SUVA1055A 05/01/1993		
• •	Rates	Fringes
BRICKLAYERS	14.50	-
BRICKLAYERS CARPENTERS	14.50 12.13	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS	14.50 12.13 7.75	-
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS	14.50 12.13 7.75 11.78	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS	14.50 12.13 7.75 11.78 11.70	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS	14.50 12.13 7.75 11.78	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS: Unskilled	14.50 12.13 7.75 11.78 11.70	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS:	14.50 12.13 7.75 11.78 11.70 6.80	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS: Unskilled Mason Tenders, Brick PAINTERS	14.50 12.13 7.75 11.78 11.70 6.80	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS: Unskilled Mason Tenders, Brick PAINTERS POWER EQUIPMENT OPERATORS:	14.50 12.13 7.75 11.78 11.70 6.80 6.85 7.00 9.19	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS: Unskilled Mason Tenders, Brick PAINTERS POWER EQUIPMENT OPERATORS: Backhoes	14.50 12.13 7.75 11.78 11.70 6.80	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS: Unskilled Mason Tenders, Brick PAINTERS POWER EQUIPMENT OPERATORS: Backhoes Loaders	14.50 12.13 7.75 11.78 11.70 6.80 6.85 7.00 9.19	2.15
BRICKLAYERS CARPENTERS CARPENTER HELPERS CEMENT MASONS ELECTRICIANS ELECTRICIAN HELPERS LABORERS: Unskilled Mason Tenders, Brick PAINTERS POWER EQUIPMENT OPERATORS: Backhoes	14.50 12.13 7.75 11.78 11.70 6.80 6.85 7.00 9.19	2.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only

as provided in the labor standards contract clauses (29 CFR 5.5(a) 1(ii)).

END OF GENERAL DECISION

General Decision Number VA930018

Superseded General Decision No.

State: Virginia

Construction Type:

Heavy

County(ies):

GLOUCESTER HAMPTON*

JAMES CITY NEWPORT NEWS* WILLIAMSBURG*

S* YORK

*INDEPENDENT CITIES OF HAMPTON, NEWPORT NEWS AND WILLIAMSBURG

HEAVY CONSTRUCTION PROJECTS (Excluding Sewer and Water Lines)

Modification Number	Publication Date
0	02/19/1993
1	05/14/1993
2	06/11/1993
3	07/09/1993
4	08/20/1993
5	09/10/1993

COUNTY(ies): GLOUCESTER HAMPTON*	JAMES CITY NEWPORT NEWS*	WILLIAMSBURG* YORK	
ASBE0083B 05/01/	1993		
ASBESTOS WORKERS/I Includes applica insulating mater coverings, coati to all types of systems.	tion of all rials, protective .ngs, and finishes	Rates	Fringes 4.07
_ BOIL0045B 05/01/	1993		
BOILERMAKERS			Fringes 6.26
CARP0613C 05/01/	, /1993		
			Fringes
CARPENTERS & PILEI	DRIVERS	13.70	3.40
			*
* ELEC0666G 09/0	01/1993		
ELECTRICIANS:		Rates	Fringes
James City County	7	16.90	24.25%
ELEC1340E 04/01/	1993	Rates	Fringes
ELECTRICIANS:		Races	rringes
of Newport News a including Fort Eu Depot, Naval Mine American Oil Refi	d., Newport News, ing the boundaries and York County, astis, Naval Mine Warfare School, inery, VEPCO, ing Station, Cheath	am 15.37	1.70+11%
Beyond a 16 air r 7812 Warwick Blvd	1., Newport News,		
Virginia, and all the boundary of (l areas West of Camp Peary and		
Interstate 64.		16.37	1.70+11%

ENGI0147A 05/01/1993		
· ,	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Cranes and Mechanics Fork lift		3.385
Oilers		3.385
\11c12	9.59	3.385
. ———		
ENGI0147K 01/01/1992		
	Rates	Fringes
POWER EQUIPMENT OPERATORS (PIPELINE):		
Backhoes		4.30
		3.80
- · · · - · ·		4.30 4.30
Oilers		2.80
Side Boom		4.30
014C DOOM		7.30
IRON0079E 05/01/1993		
	Rates	Fringes
IRONWORKERS:		
Structural & Reinforcing	16.25	3.85
PAIN1100C 05/01/1993		
	Rates	Fringes
PAINTERS:		-
Epoxy or lacquers, sprayed	14.40	.70
For all work in heavy industrial		
plants, such as power plants,		
chemical plants, pulp mills,	24.40	7.0
and places of similar nature	14.40	.70
PLAS0229B 05/01/1993		
	Rates	Fringes
CEMENT MASONS	12.60	.80
PLUM0540D 05/01/1991	Dahaa	Ewines
PLUMBERS & PIPEFITTERS	Rates 16.40	Fringes 2.92
redupero d illeliliero		
SUVA2030A 06/22/1993		
	Rates	Fringes
BRICKLAYERS	15.15	
LABORERS:		
Laborers (Including Mason	7 ()	
Tenders, Brick)	7.61	1.08
Landscape Laborers	7.71	1 00
Pipelayers	8.16	1.00

Backhoes	11.46	
Bulldozers	11.77	1.82
Excavators	12.65	2.04
Loaders	. 11.02	2.10
Rollers	9.21	
TRUCK DRIVERS	8.63	

** NO HELPERS PREVAIL**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

END OF GENERAL DECISION

EXHIBIT E

SUBCONTRACTING PLAN (To be incorporated after award.)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)
- (a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror (NOTE: The offeror must check the appropriate boxes. For interpretation of the

representation, including the term "bona fide employee", see Subpart 3.4 or the Federal Acquisition Regulation.)

(1) () has () has not employed as a

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

- (2) () has, () has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -
- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.
- K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)
- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief, that on or after December 23, 1989, -
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1992)

(a) Definitions.

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

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

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

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

() TIN:

() TIN has been applied for.

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local

government;
() Other. State basis.
(d) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments of such services;

 () Other corporate entity; () Not a corporate entity; () Sole proprietorship () Partnership 	46-4-1	
() Hospital or extended care facility described in 26 CFR 501(c)(3) exempt from taxation under 26 CFR 501(a).	that is	,
(e) Common Parent.		
() Offeror is not owned or controlled by a common parent as defined	in	
paragraph (a) of this clause. () Name and TIN of common parent:		
Name		
TIN		
K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)		
(a) (1) The Offeror certifies, to the best of its knowledge and belief, the	at -	

- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
- K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that
(a) It operates as () a corporation incorporated under the laws of the State of

partnership, () a nonprofit organization, or () a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as () an individual, () a partnership, () a nonprofit organization, () a joint venture, or () a corporation, registered for business in ______.

country

K.6 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

K.7 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (JAN 1991)

- (a) Representation. The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.
- (b) Definition. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.
 - (c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

be punished by imposition of fine, imprisonment, or both;

- (2) be subject to administrative remedies, including suspension and debarment; and
- (3) be ineligible for participation in programs conducted under the authority of the Act.
- K.8 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2) (FEB 1990)
- (a) Representation. The offeror represents that it () is, () is not a small disadvantaged business concern.
- (b) Definitions.

"Asian-Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians,

Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka,

- (c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall also presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.
- K.9 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)
- (a) Representation. The offeror represents that it () is, () is not, a women-owned small business concern.
- (b) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.10 WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION (FAR 52.222-19) (APR 1984)

The offeror represents as a part of this offer that the offeror () is, or () is not, a regular dealer in, or () is, or () is not, a manufacturer of the supplies offered.

- K.11 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)
- (a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that -

- (a) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It () has, () has not, filed all required compliance reports; and(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- K.13 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract () is,() is not, listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.15 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1990)

Definitions. As used in this provision,

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

defined in regulation at 21 CFR 1308.11 - 1308.15.

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

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

controlled substance.

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

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

than minimal impact or involvement in contract performance.

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

including the offeror/Contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed -
- Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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

The dangers of drug abuse in the workplace; (i)

The Contractor's policy of maintaining a drug-free workplace; (ii) Any available drug counseling, rehabilitation, and employee (iii)

assistance programs; and

The penalties that may be imposed upon employees for drug abuse (iv) violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy

of the statement required by subparagraph (b)(1) of this provision;

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

Abide by the terms of the statement; and (i)

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

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

the position title of the employee; and

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

(i) Take appropriate personnel action against such employee, up to

and including termination; or

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

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

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.16 BUY AMERICAN CERTIFICATE (FAR 52.225-1) (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Exclude	d End Products	Country of Origin			
			-		
			-		
			-		

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

K.17 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (NATIONAL DEFENSE 52.230-1) (AUG 1992)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in four parts, identified by Roman numerals I. through IV. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

- Disclosure Statement Cost Accounting Practices and Certification (a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of parts 9903 and 9904, except for those contracts which are exempt as specified in 9903-201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of parts 9904 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practice used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

) (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

_(Disclosure must be on Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.) Date of Disclosure Statement Name and Address of Cognizant ACO where filed

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that Disclosure Statement was filed as follows:

Date	of	Disclosu	re	Statement _						
Name	and	Address	of	Cognizant	AC0	where	filed			
				•						

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

) (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Exemption for Contracts of \$500,000 or Less
If this proposal is expected to result in the award of a contract of
\$500,000 or less, the offeror shall indicate whether the exemption below is
claimed. Failure to check the box below shall mean that the resultant contract is
subject to CAS requirements or that the offeror elects to comply with such
requirements.

() The offeror hereby claims an exemption from the CAS requirements under the

provisions of 9903.201-1(b)(2).

III. Cost Accounting Standards - Eligibility for Modified Contract Coverage
If the offeror is eligible to use the modified provisions of 9903.201-2(b)
and elects to do so, the offeror shall indicate by checking the box below.
Checking the box below shall mean that the resultant contract is subject to the
Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost
Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes

before an award resulting from this proposal, the offeror will advise the

Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$10 million or more.

IV. Additional Cost Accounting Standards Applicable to Existing Contracts
The offeror shall indicate below whether award of the contemplated contract
would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards
clause, require a change in established cost accounting practices affecting
existing contracts and subcontracts.

() YES () NO

K.18 CONTRACTS BETWEEN NASA AND FORMER NASA EMPLOYEES (NASA 18-52.203-70) (DEC 1988) (NASA/FAR SUPPLEMENT)

The offeror represents that he or she () is, or () is not, an individual who was employed by NASA during the past two (2) years, or a firm in which such an individual is a partner, principal officer, or majority shareholder or that is otherwise controlled or predominantly staffed by such individuals.

- K.19 USE OF GOVERNMENT-OWNED PROPERTY (NASA 18-52.245-79) (MAR 1989) (NASA/FAR SUPPLEMENT)
- (a) The offeror does () does not () intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), NASA FAR Supplement (NFS) 18-45.102-70, and NFS 18-45.104(b):

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror does () does not () request additional Government provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish -

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement as prescribed by FAR 45.302-1(a)(4). If the offeror intends to use any Government property (paragraphs (a) or (b) above), the offer must also furnish the following:

 The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found.

and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 18-45.5, 18-45.70, and 18-45.71.

(3) A statement indicating whether or not the costs associated with subparagraph (2) above, including plant clearance and/or plant reconversion costs,

are included in its cost proposal.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING L.1 CONSULTANTS (FAR 52.209-7) (NOV 1991)
- Definitions.
- (1) "Marketing consultant" means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering --

Services excluded in Subpart 37.2; (i)

Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities):

(iii) Routine legal, actuarial, auditing, and accounting services; or

Training services. (iv)

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent

successful offeror.

The certificate must contain the following:

The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of

the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign Government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5

and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

- (d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.
- Failure of the offeror to provide the certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

L.2 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.212-7) (SEP 1990)

Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L.3 SOLICITATION DEFINITIONS (FAR 52.215-5) (JUL 1987)

"Offer" means "proposal" in negotiation.
"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

"Government" means United States Government.

L.4 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (FAR 52.215-7) (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L.5 AMENDMENTS TO SOLICITATIONS (FAR 52.215-8) (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not

modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment; (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) by letter or telegram or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

L.6 SUBMISSION OF OFFERS (FAR 52.215-9) (DEC 1989)

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless

authorized by the solicitation.

- (d) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.
- L.7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (FAR 52.215-10) (DEC 1989)
- (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been postmarked by the 15th):

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the

Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only proposal received.

- (b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

- (d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- (f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. (h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.8 PREPARATION OF OFFERS (FAR 52.215-13) (APR 1984)

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.9 EXPLANATION TO PROSPECTIVE OFFERORS (FAR 52.215-14) (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L.10 FAILURE TO SUBMIT OFFER (FAR 52.215-15) (APR 1984)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 CONTRACT AWARD (FAR 52.215-16) (JUL 1990)--ALTERNATE II (NOV 1992)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract after written or oral discussions with all responsible offerors who submit proposals within the competitive range. However, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of

an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L.12 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10 (a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

1.13 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a cost plus award fee contract resulting from this solicitation.

- 1.14 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)
- (a) The standard industrial classification (SIC) code for this acquisition is 8744.
- (b)(1) The small business size standard is \$7,000,000 in average annual sales for the three proceeding fiscal years.
- (2)—The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.15 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FAR 52.222-24) (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

L.16 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) <u>Cost or charges for royalties</u>. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) <u>Copies of current licenses</u>. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

L.17 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Procurement Officer, 9A Langley Boulevard, NASA Langley Research Center by obtaining written and dated acknowledgment of receipt from Procurement Officer, Mail Stop 134, Hampton, Virginia 23681-0001.
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

L.18 INCREASES IN ESTIMATED COSTS (NASA 18-52.215-70) (DEC 1988)

Once the apparent successful offeror has been selected, that offeror may not unilaterally increase the estimated costs submitted with its proposal except for -

(a) Changes resulting from updating or correcting the certified cost or

pricing data submitted with its proposal;

- (b) Costs resulting from the Government's directed correction of identified weaknesses in the proposal that must be corrected as a condition of contracting; or
- (c) Minor changes in the requirements of the solicitation. In such cases, the Government will consider only those increases arising from requirements actually affected by the changes (irrespective of whether the changes result in an increase or decrease in the requirements or are initiated by the Government or the offeror) and then only to the extent the increases are identified and justified.

L.19 RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL/QUOTATION INFORMATION (DATA) (NASA 18-52.215-72) (DEC 1984)

It is NASA policy to use information contained in proposals and quotations for evaluation purposes only. While this policy does not require that the proposal or quotation bear a restrictive notice, offerors and quoter should, in order to maximize protection of trade secrets or other information that is commercial or financial and confidential or privileged, place the following notice on the title page of the proposal or quotation and specify the information subject to the notice by inserting appropriate identification, such as page numbers, in the notice. In any event, information (data) contained in proposals and quotations will be protected to the extent permitted by law, but NASA assumes no liability for use and disclosure of information not made subject to the notice.

RESTRICTION ON USE AND DISCLOSURE OF PROPOSAL AND QUOTATION INFORMATION (DATA)

The information (data) contained in (<u>insert page numbers or other identification</u>) of this proposal or quotation constitutes a trade secret and/or information that is commercial or financial and confidential or privileged. It is furnished to the Government in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed for other than evaluation purposes; provided, however, that in the event a contract is awarded on this proposal or quotation the Government shall have the right to use and disclose this information (data) to the extent provided in the contract. This restriction does not limit the Government's right to use or disclose this information (data) if obtained from another source without restriction.

L.20 EXPENSES RELATED TO OFFEROR SUBMISSIONS (NASA 18-52.215-75) (DEC 1988)

This solicitation neither commits the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for preparing the offer, nor to contract for services or supplies. Any costs incurred in anticipation of a contract shall be at the offeror's own risk.

L.21 FALSE STATEMENTS (NASA 18-52.215-76) (DEC 1988)

PROPOSALS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THE SQLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

L.22 DISPOSAL OF UNSUCCESSFUL PROPOSALS (NASA 18-52.215-80) (DEC 1988)

After contract award, one or more copies of each unsuccessful proposal will be retained in the Government's official contract file, and all other copies will be destroyed.

L.23 PREPROPOSAL/PRE-BID CONFERENCE (NASA 18-52.215-77) (DEC 1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: October 27, 1993

Time: 8:30 a.m.

Location: NASA LaRC H.J.E. Reid Conference Center

14 Langley Boulevard

Building 1222 Main Auditorium

Other information: The conference is expected to last approximately

six hours.

For planning your itinerary, the following is a tentative agenda for the conference:

Agenda

Registration (8:30 a.m. to 9:00 a.m.)
Opening Remarks
LaRC Presentations
Facilities Tour
Lunch Break
Facilities Tour
Questions and Answers

Attendance will be limited to a maximum of three representatives per offeror. The briefing will be unclassified. If you desire to attend the conference, you should so indicate by written or telephone contact with the appropriate individual specified in L.25 not later than October 22, 1993 for security and facility tour transportation planning. After the briefing, advise this Center if you intend to submit a proposal.

In-order that as many questions as possible may be answered at the NASA presentations during the briefing, written questions must be submitted to the individual in L.25 no later than October 22, 1993. A limited time may be available for answering questions submitted on the day of the conference. However, as there is no assurance that adequate time to answer such questions will remain, submission of questions prior to the conference, by the date specified above, will assure their being fully answered.

- (b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.
- L.24 CERTIFICATE OF PROCUREMENT INTEGRITY OFFERS (Larc 52.203-90) (OCT 1992)

The certificate required by Federal Acquisition Regulation (FAR) provision 52.203-8, Requirement for Certificate of Procurement Integrity, Alternate I, is attached to this solicitation. In accordance with FAR 3.104-9, the officer or employee responsible for your offer for this procurement must execute this

certificate <u>after</u> negotiation of the contract and prior to award. Do not submit the certificate with your proposal.

L.25 COMMUNICATIONS REGARDING THIS SOLICITATION (Larc 52.204-95) (AUG 1992)

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name:

Joseph S. Murray

Phone:

(804) 864-2415 (COLLECT CALLS NOT ACCEPTED)

Facsimile:

804-864-7709

Address:

National Aeronautics and Space Administration

Langley Research Center

Attn: Joseph S. Murray, Mail Code 126

Hampton, VA 23681-0001

Any written communications must include the mail code on the envelope or on the telex.

L.26 NASA'S POLICY ON FACILITIES CAPITAL COST OF MONEY (Larc 52.215-95) (JUN 1988)

As required by NASA FAR Supplement 18-15.970-3, when facilities capital cost of money is included as an item of cost in the Contractor's proposal, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money allowed in accordance with FAR 31.205-10(a).

L.27 CERTIFICATION OF COST OR PRICING DATA (Larc 52.215-97) (JUN 1988)

Pursuant to the provisions of Public Law 87-653, as amended by Public Law 97-86, the Contractor will be required to certify, except where the price negotiated is based on adequate price competition, as determined by the Contracting Officer, or established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, that the cost or pricing data submitted or identified on Standard Form 1411 are accurate, complete, and current. The required certificate is set forth in FAR 15.804-4, a copy of which is attached (NASA-Langley Form PROC./P-281) and which shall be properly executed after negotiation and prior to contract award.

L.28 GOVERNMENT/CONTRACTOR INTERFACE (LaRC 52.242-94) (JUN 1988)

The following describes the proposed interface methods to be utilized by the Government in the assignment of work under the proposed contract.

- A. The Contracting Officer will delegate authority to the Contracting Officer Technical Representative (COTR) to monitor work under each of the Statement of Work (SOW) task areas.
- B. The Contracting Officer will also assign Contract Administration functions to a Contract Specialist. The Government's management team will

therefore consist of three persons: the Contracting Officer, the COTR, and the Contract Specialist.

- C. The Government will provide by written work order, applicable information such as: description of work; any specifications, drawings, etc.; a completion date; and any other instructions deemed appropriate. The Contractor shall furnish a control and reporting system capable of accurately obtaining in a timely manner actual man-hours and material costs associated with each work order.
- L.29 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NASA 18-52.219-73) (DEC 1988) ALTERNATE I (DEC 1988)
- (a) This provision is not applicable to small business concerns.
 (b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan." Each offeror must submit the complete plan with its initial proposal.
- L.30 SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL

This solicitation requires the submission of a Small Business and Small Disadvantaged Business Subcontracting plan in accordance with the clause at FAR 52.219-9. Offerors are advised that, in keeping with Congressionally-mandated goals, NASA seeks to place its contract dollars, where feasible, with small disadvantaged business concerns as defined in 52.219-8 of the FAR and 18-52.219-76 of the NASA FAR Supplement. The Contracting Officer has determined that a goal of 8 percent of the five-year base effort total dollar value of your proposal is a suitable minimum goal for small disadvantaged businesses, and that such goal should constitute the minimum acceptable small disadvantaged business subcontracting goal for contract award. Note: NASA Prime Contractor can only count first tier subcontracting dollars toward the achievement of the 8 percent goal.

NOTE: NASA encourages all offerors to meet or exceed this goal to the maximum extent practicable and to continue to encourage small disadvantaged business development throughout the contract period. The extent of each offeror's proposed small business and small disadvantaged business subcontracting plan as it relates to the effective achieving or exceeding of this goal will be a subfactor considered by the Source Evaluation Board in Evaluation of Factor 4, Other Considerations. (M.2.D)

Also note that H.14 states that "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."

- L.31 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS
 - A. General Information

Proposals, Time and Place of Submission--The offeror shall submit the original and 12 copies of each volume of his proposal to the address shown in

Block 8 of the Standard Form (SF) 33 (face page of this solicitation), or if hand carried, to the depository listed in Block 9 of the SF 33. Offers must be received at the place indicated on or before the date and hour shown in Block 9 of the SF 33. Each volume of the original must be designated as such, and each volume of all other copies shall be numbered, one through 12, on the outside cover.

B. Proposal Clarity

Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety and to assure that his proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. You should ensure that your cost proposal is consistent with your Mission Suitability proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

C. Proposal Format and Content

- 1. Proposals must be submitted in two (2) volumes: Volume I, Mission Suitability Proposal, and Volume II, Business Proposal. No cost information shall be presented in the Mission Suitability Proposal except for salary information for Key Personnel. Your proposal should be submitted in accordance with the following.
- 2. Based upon our experience with procurements of this size and complexity, the items to be addressed in your Mission Suitability Proposal can be covered in 100 pages, exclusive of resumes, cover page, table of contents, list of figures, and dividers. The Government, therefore, requests that the offeror limit the Mission Suitability Proposal to a total of 100 pages. Each "page" is one side of one sheet, 8-1/2" by 11" with at least one-inch margins on all sides. Foldouts count as an equivalent number of 8-1/2" by 11" pages. Narrative text should be 12 point type size with double-spacing between lines. The text contained on charts, figures, and tables should also follow the same text formatting guidelines. All pages of each volume should be numbered sequentially.
- 3. Each volume should be specific and complete. Each volume should include the detailed information outlined below in order that it can be evaluated in accordance with the evaluation factors set forth in Section M, M.2. You should structure each volume to adhere to the Factor headings listed below.

D. MISSION SUITABILITY PROPOSAL - VOLUME I

- 1. Your proposal should demonstrate a thorough understanding of the technical and management requirements of the Statement of Work (SOW) and the proposed approach for meeting those requirements. The Mission Suitability Proposal shall be specific and tailored to each SOW requirement as appropriate.
- 2. The prime Contractor will be responsible for satisfactory accomplishment of the contract awarded hereunder. In the event other

organizations are proposed as being involved in the conduct of this work, their relationship during the effort shall be indicated, and their proposed contributions to the work and to your proposal shall be identified and integrated into each part of the proposal as applicable.

- 3. Proposal risks will be carefully considered in evaluating proposals. The proposal risks to be assessed are those associated with cost, schedule, and performance or technical aspects of the proposal. Accordingly, these risks will be considered in evaluating the Mission Suitability subfactors, Relevant Experience and Past Performance factor and Cost factor (Ref: NFS 18-70.3, Appendix I, Section 301, Paragraph 1.f).
- 4. The following information is provided for a better understanding of the scope of work and the actual type, size, and extent of work orders typically issued under the existing contract. Approximately 6,500 work orders (Form 69's) and 12,000 short and/or urgent tasks are received each year. Approximately 25 work orders are received each work day. Approximately 45 short and/or urgent tasks are received each day averaging four man hours each to complete. Attachment 8 provided a sampling of work orders and short and/or urgent tasks. The attachment also includes typical construction tasks for a one-year period, a Government work order flow chart and narrative, and an annual facilities preventive maintenance (PM) schedule and typical shutdown package.

FACTOR 1 - MISSION SUITABILITY (NUMERICALLY SCORED)

The offeror shall submit a risk analysis which identifies risk associated with each Mission Suitability subfactor as applicable. Your analysis shall include any recommendations for minimizing the risk and/or their impact.

1. <u>Subfactor 1 - Phase-in Plan, Staffing and Continuing Personnel Management</u>

This subfactor will be used to evaluate your plans for: initial phase-in, minimizing changeover difficulties, maximizing continuity of services to the Government, and maintaining competent staffing for the term of the contract. Accordingly, your proposal should include the following:

- a. Description and schedule of all phase-in activities. NOTE: For purposes of establishing your phase-in milestones, assume Contractor selection in March 1994, contract award in April 1994, and a contract start date of June 1, 1994.
- b. Plans for reaching the required complement of qualified personnel by contract start (June 1, 1994); a table of personnel sources noting the percentage of the total initial work force which you intend to obtain from the following: your own resources, other divisions of your company, subcontractor or team agreements, outside recruitment, and incumbent personnel retention. Provide your basis for anticipated incumbent work force retention and the proposed mix of personnel sources. You should discuss your plans for making operational any non-personnel resources required for contract performance; e.g., materials, equipment, and vehicles.

- c. Description of the recruitment and employment methods your company will use to staff the contract during the contract term. Discuss programs and policies for minimizing turnover and retaining experienced personnel.
- d. Discussion of your orientation, training, and career development plans.
- e. Discussion of your plans for accommodating fluctuating workloads.

2. Subfactor 2 - Understanding of the Requirement

This subfactor shall be used to set forth the offeror's knowledge and understanding of the requirements identified in the SOW and your approach to the challenge set forth in Paragraph e. below. Accordingly, your proposal shall address the following as a minimum:

- a. Describe your approach for accomplishing the requirements of the SOW to include all information necessary to substantiate your approach. Include in your approach a description of the resources, such as materials and tools, and methods to be employed.
- b. Describe your approach for integrating and staffing multi-craft tasks.
- c. Describe your approach for performing scheduled and unscheduled maintenance; short and urgent requirements; and preventive and predictive maintenance.
- d. Discuss typical problems that may be encountered in performing each requirement and your approach for preventing, detecting, reporting and resolving these problems.
- e. Langley Research Center has facilities located over a large area (see Attachment 7). One of the challenges of this contract is to minimize the non-productive time associated with transporting people and materials to and from the job site. Describe your approach for providing the most efficient transportation of personnel, materials, and equipment. Describe your policies regarding transportation to and from lunch areas, if applicable, and your plans for minimizing associated non-productive time. Describe any additional ideas that will alleviate the transportation problem.

3. Subfactor 3 - Operations Plan

This subfactor shall set forth your plans to satisfy the operational requirements associated with the SOW. Accordingly, your proposal shall:

a. Describe the proposed work control procedures to be used in receiving, planning, scheduling, estimating, prioritizing, processing, and controlling work assignments. Include your plans for tracking the work in progress as well as for supervising and monitoring performance.

- b. Discuss your approaches for motivating employees to continuously improve performance and enhancing the productivity of your organization and subcontractors. Identify systems/methods you propose for achieving and measuring effective use of resources and enhanced productivity without compromising quality or safety.
 - c. Describe your purchasing and subcontracting policies and procedures, including specification development, solicitation, selection, award and management, and how they would ensure quality goods and services at reasonable prices. If you have an approved purchasing system, provide the name of the approving agency and date of approval. Identify procurement functions and purchasing authority at the proposed contract site and your corporate offices.
 - d. Describe your proposed systems for reporting, tracking, forecasting, and controlling costs, including overhead.
 - e. Discuss your proposed system for tracking the physical location and condition of Government property and Contractor-provided equipment.

4. Subfactor 4 - Key Personnel and Organization

- a. Qualifications and Availability of Key Personnel This criterion will be used to evaluate qualifications of your proposed Key Personnel against their proposed functions/duties and position qualifications set forth in Attachment 4. You should also identify any other personnel which you consider to be "Key" as well as the rationale for so designating each key person. The capability and knowledge demonstrated by proposed Key Personnel at oral discussions, if held, as well as the findings of any reference checks which are made, will be evaluated. Accordingly, your proposal should include the following:
- (1) A resume for each proposed Key Person. Each resume should detail the individual's education, experience, and other qualifications for the proposed position. These resumes should be clear, complete, and comprehensive. Do not use acronyms in these resumes.
- (2) Current and proposed salary and a signed statement from all Key Personnel as evidence of your ability to employ these individuals at the proposed salary and fringe benefits.
- (3) References for all proposed Key Personnel relative to their current and previous positions. These references should be people outside of your company who are directly knowledgeable of your proposed Key Personnel's training, experience and performance. You should include names, organizations, and current telephone numbers for these references.
- b. <u>Organization</u> This criterion will be used to evaluate the adequacy and suitability of your proposed organization, including key personnel and any subcontracting or teaming agreements proposed, for performing the work efficiently and effectively. Corporate support will be evaluated regarding the extent, suitability, and availability of the support for this contract. Accordingly, your response should include the following:

- (1) Corporate/company/team organization chart with supporting narrative for the organization proposed to perform the contract.
- (2) Contract unit's organization chart with supporting narrative for the organization proposed. Identification of any work functions that will be obtained through subcontracting or teaming agreements with supporting rationale. The qualifications of the subcontractor or team members and their commitment to this effort. Delineation of subcontractor or team member placement and their reporting relationship within the contract unit. Approach to integration of any subcontract or team effort with the prime effort.
- (3) Duties, responsibilities, and authority of your Key Personnel inclusive of those designated in Attachment 4.
- (4) Any corporate support that will be available under this contract.

E. BUSINESS PROPOSAL - VOLUME II

1. FACTOR 2 - COST (NOT NUMERICALLY SCORED)

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices proposed in your offer under this solicitation are "fair and reasonable," you are required to submit cost or pricing data with your proposal pursuant to FAR 15.804.

AS DETAILED BELOW, ALL COST AND PRICING DATA SHALL BE PROVIDED ON PAPER AND SHOULD ALSO BE ON PERSONAL COMPUTER DISKETTES.

a. Standard Form (SF) 1411 Instructions

You are required to submit cost proposals using fully executed SF 1411, Contract Pricing Proposal Cover Sheet, a copy of which is included as Attachment 2 of this solicitation. Each subcontract expected to exceed \$500,000 shall also be supported by fully executed SF 1411. You shall fully comply with the requirements of Table 15-2, Instructions for Submission of a Contract Pricing Proposal, which begins on Page 2 of the SF 1411. Provide supporting information for each cost element as required by Table 15-2. Your cost proposal as represented by the SF 1411 must be prepared in a manner consistent with your current accounting system and Cost Accounting Standards Disclosure Statement, if applicable.

b. Cost Forms A-E

(1) In addition to SF 1411 requirements, you shall complete and submit Cost Forms A-E as specified below (examples are at Attachment 5) on paper and on personal computer diskettes. The paper submission of Cost Forms A-E may be printed from your completed computerized spreadsheets. These forms are designed to provide NASA with information necessary to evaluate all offerors' proposals on a uniform and consistent basis. Amounts proposed for each cost element must be

separately supported by an explanation of the method by which the amount was determined. Insert "N/A" where cost elements on the forms do not apply.

(2) Cost Forms A-E shall be completed in accordance with the instructions even though the resulting cost classifications may differ from your normal, disclosed, and/or approved estimating and accounting practices. If these cost classifications differ from your established classification system, identify, reconcile, and explain the differences.

THESE FORMS DO NOT NEGATE THE SUBMITTAL REQUIREMENTS OF PARAGRAPH (a) ABOVE.

COST FORMS A-E ARE IN ADDITION TO PARAGRAPH (a) REQUIREMENTS.

c. Form Submittal Requirements

PERIOD	<u>FORMS</u>
Phase-In	SF 1411
Year 1 - Initial	SF 1411, B, C
Year 2 - First Option	SF 1411, B, C
Year 3 - Second Option	SF 1411, B, C
Year 4 - Third Option	SF 1411, B, C
Year 5 - Fourth Option	SF 1411, B, C
Total Base Effort	A1
Option to Extend (Six One Mo. Options)	SF 1411, B*, C*
(One For Six Mo. Total)	A2, D
Options for Additional Level of Effort	SF 1411, E,
Total - All Proposed Costs	SF 1411, A, D

^{*}Provide only one each Cost Forms B and C for one month options if all six months are the same.

d. Computerized Cost Proposal Input Instructions

- (1) The Government intends to use an IBM-compatible personal computer with 16 MB RAM and LOTUS 1-2-3 for Windows, Release 4 software to aid in the evaluation of the cost proposal. The offerors and major subcontractors, as defined below, are required to submit cost data on floppy diskettes, two copies, 3-1/2 or 5-1/4 inch, formatted under MS DOS. Cost data, including Cost Forms A-E, must be submitted as a Lotus 1-2-3 spreadsheet or any spreadsheet retrievable under LOTUS 1-2-3 for Windows, Release 4, in formats with the identical data that is supplied on all Government and contractor paper forms. In the event of any inconsistency between the diskettes and the paper forms, the paper forms will be considered the intended version.
- (2) For your proposal data on Cost Forms A-E to be compatible with our evaluation software DO NOT MOVE CELLS and DO NOT INSERT OR DELETE ROWS OR COLUMNS (the exception is the line spacing on Form D). However, you may change column widths, formats, fonts, etc. Cost Forms A-E must be saved under one file name. It is recommended you request a Government-provided, pre-formatted, high density diskette containing Cost Forms A-E as a LOTUS 1-2-3, Release 2.0 or 4, file. Specify diskette size. Contact Jeanne Covington at (804) 864-2545 for the diskette.

(3) Each diskette shall have affixed an external label indicating the name of the offeror and the RFP number. Provide with each diskette an index of file contents and applicable ranges.

ALL DISKETTE SUBMISSIONS SHALL BE TRUE SELF-CALCULATING SPREADSHEETS. Include on your diskette all rates and formulas used to derive your proposed costs. For example, your straight time hours might show a formula that, either directly or by referencing other cells, multiplies positions in a labor category times the productive manhours in a manyear for that category and your overhead elements might show a formula that, either directly or by referencing other cells, multiplies a rate times the applicable base. Any absolute values must be explained and their values supported.

- e. Definitions and/or Cost Information--The following is provided to aid you in preparing your proposal and Cost Forms A-E:
- (1) Direct Labor Hours (DLH) for Government Estimated Staffing (GES)--These are the hours, as defined in Section B, B.2.B of the Contract Schedule, used to provide the positions set forth in Attachment 4, Government Estimated Staffing. You must propose as base effort the DLH for GES set forth in the following table. Provide details on Cost Form B.

Period	Dates	ST Hrs	OT Hrs	Total
Year 1 - Initial	6/1/94 - 5/31/95	521,600	20,000	541,600
Year 2 - First Option	6/1/95 - 5/31/96	521,600	20,000	541,600
Year 3 - Second Option	6/1/96 - 5/31/97	521,600	20,000	541,600
Year 4 - Third Option	6/1/97 - 5/31/98	521,600	20,000	541,600
Year 5 - Fourth Option	6/1/98 - 5/31/99	521,600	20,000	541,600
Option Five thru Ten	6/1/99 - 11/30/99	<u>260,800</u>	<u> 10,002</u>	<u> 270,802</u>
Total		2,868,800	110,002	2,978,802

The total required DLH for GES were derived by adding GES Maintenance and Engineering (M&E) positions multiplied by an 1,800 estimated productive manyear, the GES Construction Activities (CA) positions multiplied by a 2,000 estimated productive manyear, and 20,000 hours of overtime (OT) per year. These productive manyears have been derived for this procurement based on WDs, GDs, (Exhibit D) and historical data. These productive manyear figures shall be used in determining the estimated cost for this procurement. If you elect to propose a different skill mix provide your rationale.

(2) Options for Additional LOE Labor Hours--The Government intends to have priced options (H.5) to increase the DLH for GES hours during the contract period as set forth below.

Period	ST Hrs
Year 1 - Initial	56,250
Year 2 - First Option	56,250
Year 3 - Second Option	56,250
Year 4 - Third Option	56,250
Year 5 - Fourth Option	_56,250
Total	281,250

As the projected requirement is based on the GES in Attachment 4, Cost Form E should be completed using the weighted average labor rate (excluding overtime) in each applicable base period. If the labor rates (and associated costs) used on Cost Form E differ from those proposed for the base effort, supporting rationale for the difference must be provided. The negotiated cost and fee per manhour for the options will be set forth in Section H of the resultant contract.

(3) Labor Rates

Copies of applicable Wage Determinations and General Decisions issued by the Department of Labor for employees under this proposed contract are included in Exhibit D. It should be noted that the wage rates specified therein are minimum rates. The construction General Decisions are applicable to the classifications reflected under the "Construction Activities" staffing (Attachment 4) and to construction subcontracts. Any composite hourly rates on Cost Form B must be detailed. Any rate containing shift differential costs should be considered a composite rate. Provide the basis for all proposed rates.

- (4) Overtime--You should assume that overtime will be required equally of all direct GES labor staff. Enter OT on Cost Form B. Address your system for recording OT.
- (5) Overtime Premium--For all proposed overtime, indicate the costs for overtime premium, the base, and the application. Enter OT premium on Cost Form B.
- (6) Escalation--You should discuss the rationale for escalation proposed for any cost element, including derivation and the company's escalation history for the past three years. Enter proposed labor rate escalation for each year on Cost Form B. In determining the reasonableness of the proposed escalation, consideration may be given to various references, such as, industry averages and projections, area economic conditions, NASA Headquarters guidelines, company history, and escalation on comparable contracts.
- (7) Labor Hours for Non-Government Estimate Staffing (NGES)—These are the hours proposed for positions other than those set forth as Government estimated staffing. This category is to be detailed on Cost Form C and shall include:
- (a) Labor that will be costed as direct by your accounting systems but is not "GES" as defined in (e)(1) above. List positions and costs individually.
- (b) Labor that will be costed by allocation through an overhead pool. List individually all positions and costs for those positions dedicated 100 percent to the proposed contract. Non-dedicated labor may be listed as a unit.
- (8) Payroll Additives/Taxes--These costs (FICA, FUI, SUI, and worker's compensation) are applicable to all direct labor costs. Written details

and spreadsheets shall delineate bases, rates, and calculations and if these factors vary among the years, explain. The elements are to be itemized on Cost Form C.

(9) Fringe Benefits--These costs (insurances, retirement costs, savings plans, paid absences, etc.) are applicable to all direct labor costs. Written details and spreadsheets shall delineate bases, rates, and calculations and if these factors vary among the years, explain. The elements are to be itemized on Cost Form C. The information supplied in the solicitation in WD No. 81-877 (Rev. 4) does not indicate the minimum rate required to provide CBA-covered employees with that portion of the health and welfare benefits defined in Article XXVII on Page 31 of the WD. For proposal preparation purposes, use a rate of \$1.80 per direct labor hour to calculate these health and welfare costs for the employees covered by the CBA for the initial contract period. Provide support for any escalation for subsequent period. Show how applicable WD, GD, and/or CBA minimum benefit requirements are met.

NOTE: If it is your normal practice to account for the costs in (7) - (9) above as direct costs, or if you intend to include these costs in a pool or pools dedicated to the proposed contract only, estimate the costs for each element and enter on the forms. If these costs are part of a fringe benefit or overhead pool that will be allocated to other cost objectives as well as to the proposed contract, and you normally estimate such costs by projecting rates to be applied to a base such as direct labor cost, estimate the costs according to the normal practice and divide the costs among the various individual elements in a logical manner.

(10) Subcontracts--For purposes of this RFP, "subcontract" means all work required by the proposed contract that is not performed directly by the prime Contractor, regardless of dollar value. For each proposed subcontract, show the degree of competition, type of contract, and extent and results of evaluation. Subcontract costs are to be identified as specified on Cost Forms A-E. Each major subcontractor, defined as one providing a portion of the direct labor hours or that is at least \$500,000 in total 5 1/2-year value, shall complete SF 1411, Cost Forms A-E, and cost details as set forth in paragraphs E.1.a-d above. If a subcontractor considers the cost details company proprietary and will not provide them to the prime, (even in a sealed envelope) these details must be submitted directly to NASA, Langley not later than the date specified for receipt of proposals.

A LOE subcontract is one providing a portion of the direct labor hours. Integrate LOE subcontract costs into Cost Forms A - A2 from the Prime Cost Forms B, D, and E. On Cost Form B for the Prime, show a summary of direct labor hours and costs on the "Subcontractor GES Direct Labor" line with details on individual subcontractor Cost Form B. All other costs associated with the LOE subcontracts shall be summarized by subcontractor and shown under Other Direct Costs, LOE Subcontract Non-Direct-Labor Costs on Prime Cost Form D. Individual subcontractor cost Forms C and D shall be provided. Prime Cost Form E shall incorporate individual subcontractor cost Form E data as applicable.

NOTE: The Service Contract Act Wage Determinations and Davis Bacon Act General Decisions (Exhibit D) apply to any subcontracts for those classes of labor covered by the respective Act.

If the subcontractor, due to proprietary information, does not provide the prime with cost details, put all LOE subcontract cost on Cost Form B. Further details for non-LOE subcontracts are provided below.

(11) Specified Other Direct Costs (ODC)--These are estimates for non-LOE subcontracting (47%), equipment (15%), material and supplies (37%), and travel and training (1%) that are required for performance of the Statement of Work (Ref. C.1). Escalation is included in these amounts, but any company burden is in addition. To cover these items your proposal should include the amounts set forth in the table below:

Period	Costs
Year 1 - Initial	\$ 6,000,000
Year 2 - First Option	6,300,000
Year 3 - Second Option	6,600,000
Year 4 - Third Option	6,900,000
Year 5 - Fourth Option	7,200,000
Six/One Month - Fifth thru Tenth Options	3,600,000
(\$600,000 per month)	
Total	\$36,600,000

- (12) Company Specific Other Direct Costs--This category is intended to provide a cost element that can be used to estimate costs that will be charged directly to this one contract but are not easily identified with other elements of cost listed above. Itemize company unique ODC on Cost Form D and carry the total to Cost Forms A A2. This category might include such categories as, subcontract burden, recruiting and relocation costs, and general liability insurance, as well as the categories defined below. If cost for general liability insurance is not an ODC, specify which element includes these cost.
- (a) Uniforms -- For the performance of the proposed contract, the Contractor shall be required to furnish, as a minimum, uniforms as specified in H.6. Your cost proposals must provide sufficient detailed backup to show the basis for the proposed cost of these uniforms.
- (b) Capital/Leased Equipment Costs--These costs are related to vehicles and any other tangible capital equipment. Fully explain the costs and provide the rationale for the methods of acquisition selected. Provide the terms of any proposed leases. Reference FAR 31.205-11(m).
- (c) City/County Business License Tax--You should consult applicable local jurisdictions to determine any applicable business license taxes and the City of Hampton regarding personnel to be housed at LaRC even if your facility will not be located in Hampton.
- (13) General and Administrative Expense (G&A)--Specify the G&A costs on Cost Forms A A2. Identify separately the rates used to determine the costs and the base(s) to which the rates are applied. Provide the composition of

the proposed G&A pool(s) and the allocation base(s). Provide your G&A rate history for the past three years and the bases for the projections made in your proposal.

- (14) Facilities Capital Cost of Money (FCCOM)--You may choose to include the cost of money for facilities capital in their proposal as authorized by Cost Accounting Standards (CAS) 414 and 417 and FAR 31.205-10. However, it is NASA policy, reference NASA FAR Supplement 18-15.970-3, to reduce the fee/profit objective dollar-for-dollar for imputed FCCOM. In the event an offeror does not propose FCCOM, Clause 52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEPT 1987) will be included in the contract. Enter FCCOM on Cost Forms A A4.
- (15) Fee--You shall enter on Cost Forms A A2 the amounts of fees you propose for the contract and provide the rationale for determining the proposed amounts. It is anticipated an award fee pool will be negotiated for the initial period, options one through four and the options additional LOE. A fixed fee will be negotiated for Options five through 10.
- (16) Phase-In--If Phase-In costs are proposed, they shall be itemized on Cost Form A. Cost Forms B-E are not required for phase-in. Support shall be provided pursuant to Paragraph L.31.E.1.a above.

2. FACTOR 3 - RELEVANT EXPERIENCE AND PAST PERFORMANCE

Your proposal shall, as a minimum, include the following:

A summary of your experience and performance history with respect to meeting technical objectives on schedule and within cost on related efforts. Submit a summary of the experience and performance history on related efforts of proposed major subcontractors. Experience is the accomplishment of work which is comparable or related to the work or effort required by this RFP. This factor includes the evaluation of overall corporate or offeror experience and past performance, but not the experience and performance of individuals who are proposed to be involved with work pursuant to this RFP. You are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on your overall evaluation. Include the following for each related contract: contract number, contracting agency, telephone number, point of contact at agency, contract type, dollar value, dates contract began and ended or ends, description of contract work and explanation of relevance of work to this RFP, and actual delivery and cost performance versus delivery and cost agreed to in that contract. For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received, on a contract year basis.

3. FACTOR 4 - OTHER CONSIDERATIONS

a. <u>Subfactor 1 - Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns</u> (Not Applicable to Small Business)

You shall include a proposed subcontracting plan for small business and small disadvantaged business concerns for consideration in the source evaluation and selection process. The planned subcontracting amounts should be

broken out and provided for each contract period, for a total contract duration of five and one-half years. This plan must comply with the Section I clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan," and should provide for the small disadvantaged business goal that is equal to or greater than the goal referenced in L.30.

NOTE: Your proposed subcontracting goal to small disadvantaged business concerns shall include any planned subcontract awards to small disadvantaged business concerns as defined in FAR Clause 52.219-8 and Women-Owned Businesses, Historically Black Colleges and Universities, and other Minority Educational Institutions as defined in NASA FAR Supplement Clause 18-52.219-76.

b. Subfactor_2 - Financial Condition and Capability

In order for your financial responsibility to be evaluated, you must submit profit and loss statements for your last three Fiscal Years and balance sheets as of the end of your last three Fiscal Years. In addition, indicate your current credit rating, lines of credit, sources of funds, and proposed means for financing any resulting contract.

c. Subfactor 3 - Contract Terms and Conditions

You should cite any proposed exceptions that you have to the terms and conditions, together with an explanation of the basis therefor, and your proposed means for resolving any such exceptions. This same information for any additive terms and conditions should be provided.

d. Subfactor 4 - Labor/Management Relations

Discuss labor/management relations plans for insuring smooth, continuous, and uninterrupted service while maintaining reasonable wage and fringe benefit levels. Describe plans for controlling wage and fringe benefit escalation over the life of the contract. Discuss your approach for minimizing the potential for adverse effects upon performance resulting from labor/management issues.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 METHOD OF EVALUATION

- A. Proposals received in response to this RFP will be evaluated by a NASA Source Evaluation Board (SEB) in accordance with NASA Handbook (NHB) 5103.6. Mission Suitability will be scored. Cost, Relevant Experience and Past Performance, and Other Considerations will not be scored. The Source Selection Official, after consultation with the SEB and other advisors, will select the offeror (or offerors) for final negotiation which he considers can perform the contract in a manner most advantageous to the Government, all factors considered.
- B. <u>Alternate Evaluation Procedures</u>—The SEB may use evaluation procedures outlined in NHB 5103.6 or may use alternate procedures outlined in the NASA Streamlined Acquisition Handbook which dispense with initial scoring. Under the alternate procedure, proposals are initially reviewed to eliminate unacceptable

proposals and determine strong and weak points, develop questions and proceed directly to written and/or oral discussion. Following questions, "Best and Final Offers," are requested. Based on the "Best and Final Offers," proposals are reexamined and scored.

C. Evaluation will be on the basis of material presented and substantiated in your proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. Your attention is directed to Section L, L.31, which provides important instructions concerning proposal preparation.

M.2 EVALUATION FACTORS

A. FACTOR 1 - MISSION SUITABILITY

The content of this section of your proposal will provide the basis for evaluation of your response to the requirements of the SOW. NOTE: Proposal risks associated with cost, schedule, and performance or technical aspects of the proposal will be assessed. The evaluation of risk will consider the probability of success, the impact of failure, and the alternatives available to meet the requirements. The Mission Suitability Subfactors to be considered and scored in the evaluation of your Mission Suitability Proposal are set forth below:

1. <u>Subfactor 1 - Phase-In Plan, Staffing, and Continuing Personnel</u> Management

This subfactor will evaluate your plans for initial phase-in, minimizing changeover difficulties, maximizing continuity of services to the Government, and maintaining competent staffing during the term of the contract. The following items will be evaluated:

- a. Effectiveness of your phase-in schedule including your approach to meeting each milestone
- b. Effectiveness of your plan to be fully staffed by contract start (June 1, 1994) with qualified personnel and to make operational the non-personnel resources, e.g., materials, equipment, and vehicles. Soundness of the rationale for the proposed mix of personnel sources will be evaluated.
- c. Effectiveness of your recruitment and employment methods proposed to staff the contract during the contract term for all personnel and the effectiveness of your programs and policies for minimizing turnover and retaining experienced personnel.
- d. Plans for orientation, training, and career development will be evaluated to assess your company's understanding of the needs relevant to this proposed effort.
 - e. Plans for accommodating fluctuating workloads.

2. Subfactor 2 - Understanding of the Requirement

This subfactor will be used to evaluate how well you understand the requirements specified in the Statement of Work and your approach to the specific challenge associated with the transportation of people, materials, and equipment. This subfactor will be evaluated on the basis of the following:

- a. Your approach for accomplishing the requirements of the SOW and your description of the resources, such as materials and tools, and methods to be employed.
 - b. Your approach for integrating and staffing multi-craft tasks.
- c. Your approach for performing scheduled and unscheduled maintenance; short and urgent requirements; and preventive and predictive maintenance.
- d. Your discussion of typical problems that may be encountered in performing each requirement and your approach for preventing, detecting, reporting and resolving these problems.
- e. Your approach for providing the most efficient transportation of personnel, materials, and equipment. Your policies regarding transportation to and from lunch areas, if applicable, and your plans for minimizing associated non-productive time. Any additional ideas to alleviate the transportation problem.

3. <u>Subfactor 3 - Operations Plan</u>

This subfactor will be used to evaluate your understanding of the operational requirements of the SOW. This subfactor will be evaluated on the basis of the following:

- a. Your plans for receiving, planning, scheduling, estimating, prioritizing, processing and controlling the work, including tracking, supervising and monitoring the performance.
- b. Your approaches for motivating employees to continuously improve performance and enhance the productivity of your organization and subcontractors. Systems/methods you propose for achieving and measuring effective use of resources and enhanced productivity without compromising quality or safety.
- c. The soundness of your purchasing and subcontracting policies and procedures.
- d. Plans proposed for reporting, tracking, forecasting, and controlling cost including overhead.
- e. Systems proposed for tracking both Government property and Contractor-provided equipment.

1

4. Subfactor 4 - Key Personnel and Organization

- a. Qualifications and Availability of Key Personnel This criterion will be used to evaluate the education, experience, and other qualifications of your proposed Key Personnel against their proposed functions/duties and the position qualifications set forth in Attachment 4. The rationale for designating additional key personnel will be evaluated. The evidence of availability of key personnel at reasonable compensation level will be evaluated. Consideration will be given to the capability and knowledge demonstrated by proposed Key Personnel at oral discussions, if held, as well as the findings of any reference checks.
- b. <u>Organization</u> This criterion will be used to evaluate the adequacy and suitability of your proposed organization, including the key personnel and any subcontracting or teaming agreements proposed, for performing the work efficiently and effectively. Corporate support will be evaluated regarding the extent, suitability, and availability of the support for this contract. The following items will be considered:
 - (1) Corporate/company/team organization.
- (2) Contract unit's organization, the placement and reporting relationship of any subcontractor or team member within the contract unit, and subcontractor/team effort integration with the prime effort. Proposed subcontracting agreements, including the rationale for the arrangement, the qualifications of the subcontractor or team members, nature and extent of effort, and commitment of subcontractor to this effort.
 - (3) Duties, responsibilities, authority of key personnel.
- (4) Extent, suitability, and availability of corporate support proposed for this contract effort.

B. FACTOR 2 - COST

An analysis of the proposed cost and fee for the total 5-year base effort, the options for additional level of effort, and the six 1-month options will be conducted to determine their validity and the extent to which they reflect performance addressed in the Mission Suitability proposal. Proposal risk will be considered in the Cost Factor evaluation. An assessment will be made of your capability to accomplish the contract objectives within the estimated cost proposed. The reasonableness of the proposed award fee and fixed fee will also be determined in accordance with the guidelines set forth in NASA FAR Supplement 18-15.902. A probable cost will be developed in accordance with NHB 5103.6 for each proposal in the competitive range or, in the event the Alternate Evaluation Procedures are used, for each acceptable proposal. The cost proposal may be used as an aid to determine your understanding of Mission Suitability Requirements.

C. FACTOR 3 - RELEVANT EXPERIENCE AND PAST PERFORMANCE

Experience and past performance will be assessed to determine the extent to which contract objectives (including technical, schedule and cost) have been

achieved on related efforts. Each performance evaluation and risk assessment will consider the number and severity of problems, the effectiveness of corrective actions taken, and the overall work record. The assessment of performance risk is not intended to be a simple arithmetic function of your performance on a list of contracts; but rather the information deemed most relevant and significant will receive the greatest consideration. Experience will be viewed as the demonstrated accomplishment of work which is comparable and relevant to the objectives of this procurement. This factor includes the evaluation of overall corporate or offeror experience and past performance, including major subcontractors, but not the experience and performance of individuals who are proposed to be involved in the required work. Independent verification will be made as needed.

D. FACTOR 4 - OTHER CONSIDERATIONS

The following subfactors will be evaluated based on information presented in your proposal and all other information available to NASA.

1. <u>Subfactor 1 - Subcontracting Plans for Small Business and Small</u>
Disadvantaged <u>Business Concerns</u> (Not Applicable to Small Business)

Your plan will be evaluated to determine the extent of the offeror's compliance with NASA policy to afford maximum practicable opportunity for small and small disadvantaged business concerns to participate in Government contracts. This subfactor will consider the extent that the proposed small disadvantaged business goal is greater or less than the goal stated in L.30 and your probability of meeting these goals based on your plan. A proposed small disadvantaged goal less than the goal referenced in L.30 will have a negative effect on your evaluation of this subfactor.

2. Subfactor 2 - Financial Condition and Capability

An assessment of your financial condition and capability will be made to determine if you have the capability or the ability to obtain the resources necessary to perform the proposed contract. The soundness of your financial condition will be evaluated to determine financial stability.

3. Subfactor 3 - Exceptions to Contract Terms and Conditions

Your proposal will be reviewed to determine the extent to which the terms and conditions of the solicitation are accepted by the offeror. Your rationale for the exceptions taken to the terms and conditions will be evaluated to determine the impact of any exceptions.

4. Subfactor 4 - Labor/Management Relations

Your labor/management relations plans will be evaluated with respect to effectiveness in insuring smooth, continuous, and uninterrupted service while maintaining reasonable wage and fringe benefit levels. Your plans for controlling wage and fringe benefit escalation over the life of the contract will be evaluated. The potential for adverse effects upon performance resulting from labor/management issues will also be assessed.

M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS

A. The relative weights to be used in the scoring of the Mission Suitability Subfactors are presented as follows:

Sub	ofactors ended to the second s		<u>Weight</u>
1.	Phase-In Plan, Staffing and Continuing Personnel Management		15
2.	Understanding of the Requirement		35
3.	Operations Plan		25
4.	Key Personnel and Organization		25
		Total Weight	100%

(The numerical weights assigned to the above subfactors are indicative of the relative importance of those evaluation areas. The weights will be utilized only as a guide.)

B. Overall, in the selection of a Contractor for negotiation leading to contract award, <u>Mission Suitability</u>, <u>Cost</u>, <u>Relevant Experience and Past Performance</u> and <u>Other Considerations</u> will be of essentially equal importance. Within Factor 2, <u>Cost</u>, the costs associated with the options for additional level of effort and the six 1-month option periods may be considered of less significance than the costs for the 5-year base effort (including phase-in).

ATTACHMENT 1 CERTIFICATE OF CURRENT COST OR PRICING DATA

ATTACHMENT 1

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to pricing data (as defined in Stion (FAR) and required under Fally or by specific identificati	ection 15.80 AR Subsection	01 of the Fo on 15.804-2	ederal Acquisi) submitted, (tion Regula- either actu-
Contracting Officer's representa	itive in sup			* are
accurate, complete, and current			**	
	day	month	year	
ernment that are part of the pro	•			
	FIRM		 	
	NAME			
	TITLE			

Date of Execution

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

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

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

ATTACHMENT 2 CONTRACT PRICING PROPOSAL COVER SHEET, STANDARD FORM 1411

ATTACHMENT 2

CONTRACT PRICING PROPOSAL COVER SHEET	1. SOLICITATION/CONTRACT/MODIFICATION FORM APPROVED OMB NO. 9000-0013				
NOTE: This form is used in contract actions if submission of cost or pricing da	ta is required. (See FAR 15	.804-6(b))			
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	3A. NAME AND TITLE O		POINT	3B. TELEPHO	NE NO.
	4 TYPE	OF CONTRACT	r ACTIO	N (Check)	
	A. NEW CONTRACT		, 	TER CONTRA	СТ
	B. CHANGE ORDER			RICED ORDER	3
	C. PRICE REVISION/ REDETERMINATION	ON	F. 014	ER (Specify)	
S. TYPE OF CONTRACT (Check) FFP CPFF CPIF CPAF	6. I	PROPOSED COS		C)	
FPI OTHER (Specify)	\$	\$	-	\$	
PLACE(S) AND PERIOD(S) OF PERFORMANCE	14	Ψ		ΙΨ	
8. List and reference the identification, quantity and total price proposed for each					cap is re-
quired unless othr rise specified by the Contracting Officer. (Continue on n	everse, and then on plain pap	 	·		1
A. LINE ITEM NO. B. IDENTIFICATION		C. QUANTITY	D. TO	TAL PRICE	E. REF.
9. PROVIDE NAME, ADDRESS, AND TELEPHO A. CONTRACT ADMINISTRATION OFFICE 10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify) YES NO 12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) YES NO	B. AUDIT OFFICE 11A. DO YOU REQUIRE MENT CONTRACT TO PERFORM THIS CONTRACT? (If "You liter 11B) YES NO	GOVERN- 11 FINANCING I PROPOSED Is, "complete CONSISTENT W UNTING PRAC	18. TYPE	RANTEED LO	PROGRESS PAYMENTS DANS
14. COST ACCOUNTING STANDARDS BOARD (CASB	i) DATA (Public Law 91-379	as amended and	FAR PA	RT 30)	
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (II "No," explain in proposal) YES NO CHAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-	B. HAVE YOU SUBMITT (CASB DS-1 or 2)? (If) submitted and if determ YES NO	nined to be adeq	uote)		
COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If " Yes," explain in proposal) YES NO	D. IS ANY ASPECT OF T DISCLOSED PRACTIC STANDARDS? (II "Yes				
This proposal is submitted in response to the DSP, contract, modificat of this date and conforms with the instructions in FAR 15.804 6(b) (2 nagotiation, grants the contracting officer or an authorized represental records, documents and other types of factual information, regardless erenced or included in the proposal as the basis for pricing, that will be	tive the right to examine, ac of form or whether such supp ermit an arlequate evaluation	any dine before porting informat	award, th	ios: haoks.	á\$ '
15. NAME AND TITLE (Type)	16. NAME OF FIRM				
17. SIGNATURE			18. D/	ATE OF SUBM	ISSION

TABLE 15-2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL*

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

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

Competitive Methods—For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$500,000 priced on a competitive basis, also provide data showing degree of competition, and the basis for establishing the source and reasonableness of price. For interorganizational transfers priced at other than cost of the comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see 31.205-26(e)).

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

Noncompetitive Methods—For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$500,000 priced on a noncompetitive basis, also provide data showing the basis for establishing source and reasonableness of price. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown if priced based on cost. For interorganisational transfers priced at cost, provide a separate breakdown of cost by elements. As required by 15.806-2(a), provide a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is either (i) \$1,000,000 or more, or (ii) both more than \$500,000 and more than 10 percent of the prime contractor's proposed price. The contracting officer may require submission of cost or pricing data in support of proposals in lower amounts. Submit the results of the analysis of the prospective source's proposal as required by 15.806. When the submission of a prospective source's cost or pricing data is required as described above, it shall be included as part of the offeror's initial pricing proposal.

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

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

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

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

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

- 2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that in, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and
 - b. The nature and amount of any contingencies included in the proposed price.
- 3. Whenever the offeror has incurred costs for work performed before submission of proposal, those costs must be identified in the offeror's cost/price proposal.
- 4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the contracting officer or an authorised representative. As later information comes into the offeror's possession, it should be promptly submitted to the contracting officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.
- 5 In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.

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

- 6. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
- 7. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
- 8. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:
 - A. New Contracts (including Letter contracts).

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

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

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

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

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

B. Change Orders Modifications, and Claims.

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

Under Column (1)--Enter ap opriate cost elements.

Under Column (2)--Include (1) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

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

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

Under Column (5) -- Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

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

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

C. Price Revision/Redetermination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 3

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

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

(a)	Definitions.	The definitions	at	FAR	3.104-4	are	hereby	incorporated	in	this
prov	ision.						,	•		

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

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I,
[Name of certifier]
am the officer or employee responsible for the preparation of this offer and hereby
certify that, to the best of my knowledge and belief, with the exception of any
information described in this certificate, I have no information concerning a violation
or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal
Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the
Act"), as implemented in the FAR, occurring during the conduct of this procurement
·
(solicitation number)
(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that
to the best of my knowledge and belief, each officer, employee, agent, representative,
and consultant of [Name of offeror]
[Name Of Offeror] The has participated personally and substantially in the preparation on submission of
who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the
requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report
immediately to me any information concerning a violation or possible violation of
subsection 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to
this procurement.
(3) Violations or possible violations: (Continue on plain bond paper if
necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER
MONE TE MONE EVICE
NONE IF NONE EXIST)
(4) I agree that, if awarded a contract under this solicitation, the
certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in
accordance with paragraph (f) of this provision.
Sp. sparrers.
[Signature of the officer or employee responsible for the offer and date]
[Typed name of the officer or employee responsible for the offer]

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

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

(End of certification)

- (c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:
- For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

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

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed

under the contract is expected to exceed \$100,000.

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

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

(6) Failure of an Offeror to submit the signed certificate within the time

prescribed by the Contracting Officer shall cause the offer to be rejected.

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

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

disqualification of the Offeror.

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

ATTACHMENT 4

GOVERNMENT ESTIMATED STAFFING, KEY POSITIONS, AND POSITION QUALIFICATIONS

GOVERNMENT ESTIMATED STAFFING

I. MAINTENANCE AND ENGINEERING

Job Title	No. of Positions	<u>Code</u>
Contract Manager	1	A1
Business Manager	1	A2
Subcontract Supervisor	1	A 3
Subcontract Administrator	2	A4
Buyer	2	A 5
Supervisor, Planner/Estimator	1	A 6
Planner/Estimator	5	A 7
Safety Manager/Officer	1	A8
Multi Craft Coordinator	2	A9
Supervisor, Production Control/Scheduling	1	A 10
Production Controller/Scheduler	2	A11
Logistics/Material Coordinator	. 1	A12
Foreman, Heating, Ventilation, Air		
Conditioning and Refrigeration	1	A13
Supervisor, Heating, Ventilation, Air		
Conditioning and Refrigeration	2	A14
Technician, Heating, Ventilation, Air		
Conditioning and Refrigeration	9	A 15
Mechanic, Heating, Ventilation, Air		
Conditioning and Refrigeration	8	A 16
Mechanic, Sheet Metal	2	A 17
Specialist, Water Treatment	2	A18
Technician, Utilities Control System	2	A19
Foreman, Mechanical	1	A20
Supervisor, Mechanical	1	A21
Supervisor, Millwright	1	A22
Mechanic	12	A23
Millwright	8	A24
Mechanic, Precision Production Machine Tool	1	A25
Tool Room/Maintenance Coordinator	1	A26
Foreman, Piping	1	A27
Supervisor, Piping	2	A28
Pipefitter	20	A29
Component Verification Technician	2	A30
Oxygen Cleaning Technician	2	A31
Welder/Fabricator	3	A32
Foreman, Insulating and Covering	1	A33
Insulator/Coverer	13	A34

GOVERNMENT ESTIMATED STAFFING (Continued)

Electrician, Fire Alarm Systems	Job Title	No. of Positions	<u>Code</u>
Supervisor, Electrical 2 A36 Supervisor, Motors, Breakers and Switch Gear 1 A37 Electrician 29 A38 Electrician, Motors and Generators 4 A39 Electrician, Breakers, Switch Gear and High Voltage 5 A40 Electrician, Fire Alarm Systems 1 A41 Foreman, Building Trades 1 A42 Supervisor, Carpentry 1 A43 Supervisor, Maintenance Painting* 2 A44 Leader, Roofing 1 A45 Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 1 A52 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A57 Mechanical Engineer 3 A58	Foreman, Electrical	1	A35
Supervisor, Motors, Breakers and Switch Gear 1		2	A36
Electrician, Motors and Generators 4 A39 Electrician, Breakers, Switch Gear and High Voltage 5 A40 Electrician, Fire Alarm Systems 1 A41 Foreman, Building Trades 1 A42 Supervisor, Carpentry 1 A43 Supervisor, Maintenance Painting* 2 A44 Leader, Roofing 1 A45 Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger Mobile Crane Operator 1 A55 Manager, Engineering 1 A55 Manager, Engineering 1 A55 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40		1	A37
Electrician, Brenkers, Switch Gear and High Voltage		29	A38
Voltage	Electrician, Motors and Generators	4	A39
Voltage	Electrician, Breakers, Switch Gear and High		
Foreman, Building Trades 1 A42 Supervisor, Carpentry 1 A43 Supervisor, Maintenance Painting* 2 A44 Leader, Roofing 1 A45 Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 1 A52 Leader, Rigging 1 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40		5	A40
Supervisor, Carpentry 1 A43 Supervisor, Maintenance Painting* 2 A44 Leader, Roofing 1 A45 Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A58 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Electrician, Fire Alarm Systems	1	A41
Supervisor, Maintenance Painting* 2 A44 Leader, Roofing 1 A45 Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A55 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A58 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Foreman, Building Trades	1	A42
Leader, Roofing 1 A45 Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A55 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Supervisor, Carpentry	1	A43
Leader, Masonry/Paving 1 A46 Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Supervisor, Maintenance Painting*	2	A44
Carpenter 13 A47 Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A58 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Leader, Roofing	1	A45
Maintenance Painter* 15 A48 Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A56 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) A60 Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Leader, Masonry/Paving	1	A46
Mason 2 A49 Roofer 6 A50 Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) A60 Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Carpenter	13	A47
Roofer	Maintenance Painter*	15	A48
Laborer 12 A51 Foreman, Rigging 1 A52 Leader, Rigging 3 A53 Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Mason	-	
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Leader, Rigging Leader, Rigging Rigger Rigger, Mobile Crane Operator Manager, Engineering Civil-Structural Engineer Mechanical Engineer Mechanical Engineer Mechanical Engineer Selectrical Engineer The Construction Activities (Corrosion Control And Coatings) Manager, Corrosion Control and Coatings Leader, Corrosion Control and Coatings Corrosion Control Workers A53 A54 A55 A56 A57 A58 A58 A59 A60 A60 A61	Laborer	12	A 51
Rigger 14 A54 Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 1 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Foreman, Rigging	-	A52
Rigger, Mobile Crane Operator 1 A55 Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Leader, Rigging	3	
Manager, Engineering 1 A56 Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40	Rigger	14	
Civil-Structural Engineer 4 A57 Mechanical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Rigger, Mobile Crane Operator	1	A 55
Mechanical Engineer 3 A58 Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Manager, Engineering	1	A 56
Electrical Engineer 3 A59 II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	_	-	A57
II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND COATINGS) Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62			
Manager, Corrosion Control and Coatings 1 A60 Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	Electrical Engineer	3	A 59
Leader, Corrosion Control and Coatings 2 A61 Corrosion Control Workers 40 A62	II. CONSTRUCTION ACTIVITIES (CORROSION CONTROL AND	COATINGS)	
Corrosion Control Workers 40 A62	Manager, Corrosion Control and Coatings	1	A 60
COTTOBION CONCIO	Leader, Corrosion Control and Coatings	2	A61
	Corrosion Control Workers		A62

*NOTE: One (1) person from Code A-44 and nine (9) from Code A-48 will perform shift work after normal hours.

KEY POSITIONS

Key personnel are the top, directly involved managers who are extremely important to the successful accomplishment of the contract. Key personnel include, but are not necessarily limited to, the following:

Positions

Contract Manager Business Manager

POSITION QUALIFICATIONS

For purposes of these position descriptions, a journeyman shall have completed an approved apprentice program or have six years experience in a trade. The applicable WD or GD from Exhibit D is referenced below for each position. Positions without a reference are considered exempt.

A-1

JOB TITLE:

Contract Manager

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should have a baccalaureate degree in an applicable engineering discipline from an accredited institution. Should also have at least 10 years experience managing construction, modification, maintenance and repair of facilities, structures, and equipment in large industrial transportation.

in large industrial-type complexes.

A-2

JOB TITLE:

Business Manager

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should have a baccalaureate degree from an accredited institution. Should also have at least five years management experience on a Government service contract of similar size and

complexity. Should have a strong business background with experience in management, procurement and administration.

A-3

JOB TITLE:

Subcontract Supervisor

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should have a minimum of five years experience in awarding and administering construction contracts. Should have a minimum of

two years supervisory experience.

JOB TITLE:

Subcontract Administrator

ESTIMATED EFFORT:

Two Positions

OUALIFICATIONS:

Should have a minimum of two years experience in awarding and

administering construction contracts.

A-5

JOB TITLE:

Buyer (WD 87-0215 Order Clerk II)

ESTIMATED EFFORT:

Two Positions

OUALIFICATIONS:

Should have at least 2 years experience in purchasing.

A-6

JOB TITLE:

Supervisor, Planner/Estimator

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in an appropriate trade. Should have a minimum of two years supervisory experience. Should have eight years experience in planning, scheduling, and/or estimating.

A-7

JOB TITLE:

Planner/Estimator (CBA)

ESTIMATED EFFORT:

Five Positions (One each in Heating, Ventilation, Air

Conditioning and Refrigeration; Piping; Electrical; Mechanical;

and Building Trades)

QUALIFICATIONS:

Should be a journeyman in the appropriate trade, with a minimum

of two years experience in planning, scheduling, and

estimating.

JOB TITLE:

Safety Officer

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should have four years experience in safety and occupational

health. Should be familiar with the cause and effect

relationship for accidents and hazardous conditions. Should have a thorough knowledge of Virginia workmen's compensation

regulations.

A-9

JOB TITLE:

Multi Craft Coordinator (CBA)

ESTIMATED EFFORT:

Two positions

QUALIFICATIONS:

Should be a journeyman in an appropriate trade. minimum of two years experience in planning and coordinating

multi craft tasks.

A-10

JOB TITLE:

Supervisor, Production Control/Scheduling

ESTIMATED EFFORT: One Position

QUALIFICATIONS:

Should have at least four years experience in scheduling and work control systems with a minimum of one year supervisory

experience.

A-11

JOB TITLE:

Production Controller/Scheduler (WD 87-0215 Order Clerk II)

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should have at least two years experience in scheduling and work control systems. Should have basic data entry skills with

PC.

JOB TITLE:

Logistics/Material Coordinator (WD 87-0215 Order Clerk I)

ESTIMATED EFFORT:

One Position

OUALIFICATIONS:

Should have at least one year experience in an appropriate

field.

A-13

JOB TITLE:

Foreman, Heating, Ventilation, Air Conditioning, and

Refrigeration

ESTIMATED EFFORT:

One Position

OUALIFICATIONS:

Should be a journeyman in the heating, ventilation, air conditioning, and refrigeration trade. Should have two additional years of specialized training in analyzing system problems, troubleshooting, and balancing systems, including servicing pneumatic and electrical controls associated with equipment operations. Should have a minimum of two years

supervisory experience.

A-14

JOB TITLE:

č

Supervisor, Heating, Ventilation, Air Conditioning, and

Refrigeration

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should be a journeyman in the heating, ventilation, air conditioning, and refrigeration trade. Should have two additional years of specialized training in analyzing system problems, troubleshooting, and balancing systems, including pneumatic and electrical controls associated with equipment operations. Should have a minimum of one year supervisory

experience.

JOB TITLE:

Technician, Heating, Ventilation, Air Conditioning, and

Refrigeration (CBA)

ESTIMATED EFFORT:

Nine Positions

QUALIFICATIONS:

Should be a journeyman in the heating, ventilation, air conditioning, and refrigeration trade. Should have two additional years of specialized training in analyzing system problems, troubleshooting, and balancing systems, including pneumatic and electrical controls associated with equipment operations. Should have experience in repairing and maintaining large absorption and centrifugal machines.

A-16

JOB TITLE:

Mechanic, Heating, Ventilation, Air Conditioning and

Refrigeration (CBA)

ESTIMATED EFFORT:

Eight Positions

QUALIFICATIONS:

Should be a journeyman in the heating, ventilation, air

conditioning, and refrigeration trade.

A-17

JOB TITLE:

Mechanic, Sheet Metal (CBA)

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should be a journeyman in the sheet metal trade.

A-18

JOB TITLE:

Specialist, Water Treatment (CBA)

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should have two years experience performing tests on water samples, including cooling towers and closed loop systems, analyzing the results, and maintaining the proper level of

chemical composition.

JOB TITLE:

Technician, Utilities Control Systems (CBA)

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should have a minimum of two years experience in installing, maintaining, and repairing automated energy management control

systems.

A-20

JOB TITLE:

Foreman, Mechanical

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the millwright trade. Should have a

minimum of two years supervisory experience.

A-21

JOB TITLE:

Supervisor, Mechanical

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the mechanical trade. Should have a

minimum of one year supervisory experience.

A-22

JOB TITLE:

Supervisor, Millwright

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the millwright trade. Should have a

minimum of one year supervisory experience.

A-23

JOB TITLE:

Mechanic (CBA)

RETIMATED EFFORT:

Twelve Positions

OUALIFICATIONS:

Should be a journeyman in the mechanical trade.

JOB TITLE:

Millwright (CBA)

ESTIMATED EFFORT:

Eight Positions

QUALIFICATIONS:

Should be a journeyman in the millwright trade.

A-25

JOB TITLE:

Mechanic, Precision Production Machine Tool (CBA)

ESTIMATED EFFORT: One Position

OUALIFICATIONS:

Should be a journeyman in the millwright trade. Should have a minimum of one year experience in installing, troubleshooting, repairing, overhauling, aligning, testing, and maintaining complex machine shop equipment and machinery.

A-26

JOB TITLE:

Tool Room Coordinator (WD 87-0211 Technician II)

ESTIMATED EFFORT:

One Position

OUALIFICATIONS:

Should be experienced with tools used in the mechanical and piping trades. Should have the ability to use a personal computer for tool accountability and record keeping.

A 27

JOB TITLE:

Foreman, Piping

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the pipefitting trade. Should have a minimum of two years supervisory experience.

A-28

JOB TITLE:

Supervisor, Piping

ESTIMATED EFFORT:

Two Positions

OUALIFICATIONS:

Should be a journeyman in the pipefitting trade. Should have a

minimum of one year supervisory experience.

JOB TITLE:

Pipefitter (CBA)

ESTIMATED BFFORT:

Twenty Positions

QUALIFICATIONS:

Should be a journeyman in the pipefitting trade. At least two

positions should have a minimum of two years experience testing, servicing, installing, and maintaining fire suppression systems and be familiar with NFPA codes.

A-30

JOB TITLE:

Component Verification Technician (CBA)

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should be a journeyman in the piping trade with some experience in hydrotesting and/or component verification. Should be able to maintain documentation of all tasks performed and furnish

reports as required.

A-31

JOB TITLE:

Oxygen Cleaning Technician (CBA)

ESTIMATED EFFORT:

Two Positions

OUALIFICATIONS:

Should be experienced with piping trades and able to connect equipment for flushing systems. Should be able to work from 0,

cleaning guidelines, and follow rigid procedures.

A-32

JOB TITLE:

Welder/Fabricator (CBA)

ESTIMATED EFFORT:

Three Positions

OUALIFICATIONS:

Should be a journeyman in the welding trade. Should have a minimum of two years experience in metal fabrication and the use of fabricating equipment. Should be certified for the

types of welds being performed.

JOB TITLE:

Foreman, Insulating and Covering

ESTIMATED EFFORT: One Position

QUALIFICATIONS:

Should be a journeyman in the insulating and covering trade. Should have a minimum of five years supervisory experience, including three years supervisory experience in the handling

and removal of asbestos.

A-34

JOB TITLE:

Insulator/Coverer (CBA)

· ESTIMATED EFFORT:

Thirteen Positions

QUALIFICATIONS:

Should be a journeyman in the insulating and covering trade. Should have a minimum of one year experience in handling and

removal of asbestos.

A-35

JOB TITLE:

Foreman, Electrical

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a

minimum of two years supervisory experience.

A-36

JOB TITLE:

Supervisor, Electrical

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a

minimum of one year supervisory experience.

JOB TITLE:

Supervisor, Motors and Breakers/Switch Gear

ESTIMATED EFFORT:

One Position

OUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a minimum of one year supervisory experience. Should have a minimum of four years experience in performing maintenance on a variety of motors and generators and maintenance on circuit breakers and switch gears.

A-38

JOB TITLE:

Electrician (CBA)

ESTIMATED EFFORT:

Twenty-nine Positions

OUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a minimum of two years experience in industrial wiring. At least two positions should have a minimum of two years experience in testing, servicing, installing, and maintaining fire alarm systems. At least one position should have a minimum of two years experience servicing, installing, and maintaining distribution substation and automotive type batteries.

A-39

JOB TITLE:

Electrician, Motors and Generators (CBA)

ESTIMATED EFFORT: Four Positions

OUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a minimum of two years experience in performing maintenance on a

variety of motors and generators.

A-40

JOB TITLE:

Electrician, Breakers and Switch Gear (CBA)

ESTIMATED EFFORT:

Five Positions

QUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a minimum of two years experience in circuit breaker and switch

gear maintenance.

JOB TITLE:

Electrician, Fire Alarm Systems (CBA)

ESTIMATED EFFORT: One Position

QUALIFICATIONS:

Should be a journeyman in the electrical trade. Should have a minimum of two years experience in servicing, repairing,

maintaining and installing a variety of fire alarm/fire

detection systems.

A-42

JOB TITLE:

Foreman, Building Trades

ESTIMATED EFFORT: One Position

QUALIFICATIONS:

Should be a journeyman in a building trade. Should have a

minimum of two years supervisory experience.

A-43

JOB TITLE:

Supervisor, Carpentry

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the carpentry trade. Should have a

minimum of one year supervisory experience.

A-44

JOB TITLE:

Supervisor, Maintenance Painting

ESTIMATED EFFORT:

Two Positions

OUALIFICATIONS:

Should be a journeyman in the painting trade. Should have a

minimum of one year supervisory experience.

A-45

JOB TITLE:

Leader, Roofing (CBA)

ESTIMATED EFFORT: One Position

QUALIFICATIONS:

Should be a journeyman in the roofing trade. Should have a

minimum of one year supervisory experience.

JOB TITLE:

Leader, Masonry/Paving (CBA)

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the masonry trade. Should have a minimum of one year supervisory experience. Should have a

minimum of two years experience in paving repairs.

A-47

JOB TITLE:

Carpenter (CBA)

ESTIMATED EFFORT:

Thirteen Positions

OUALIFICATIONS:

Should be a journeyman in the carpentry trade.

A-48

JOB TITLE:

Maintenance Painter (CBA)

ESTIMATED EFFORT: Fifteen Positions

QUALIFICATIONS:

Should be a journeyman in the painting trade.

A-49

JOB TITLE:

Mason (CBA)

ESTIMATED BFFORT: Two Positions

QUALIFICATIONS:

Should be a journeyman in the masonry trade:

A-50

JOB TITLE:

Roofer (CBA)

ESTIMATED EFFORT:

Six Positions

OUALIFICATIONS:

Should be a journeyman in the roofing trade.

JOB TITLE:

Laborer (CBA)

ESTIMATED EFFORT:

Twelve Positions

OUALIFICATIONS:

Should be physically capable of performing manual labor.

A-52

JOB TITLE:

Foreman, Rigging

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the rigging and hauling trades. Should have a minimum of five years supervisory experience.

A-53

JOB TITLE:

Leader, Rigging (CBA)

ESTIMATED EFFORT:

Three Positions

OUALIFICATIONS:

Should be a journeyman in the rigging and hauling trades. Should have a minimum of two years supervisory experience.

A-54

JOB TITLE:

Rigger (CBA)

ESTIMATED EFFORT:

Fourteen Positions

QUALIFICATIONS:

Should be a journeyman in the rigging and hauling trades.

A-55

JOB TITLE:

Rigger/Mobile Crane Operator (CBA)

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should be a journeyman in the rigging and hauling trades.

Should have a minimum of two years experience in operating

mobile cranes 20 tons or larger.

JOB TITLE:

Manager, Engineering

ESTIMATED EFFORT:

One Position

OUALIFICATIONS:

Should have a baccalaureate degree in an applicable engineering discipline from an accredited institution. Should have a minimum of eight years experience in design and construction of institutional facilities, including two years supervisory

experience.

A-57

JOB TITLE:

Civil-Structural Engineer

ESTIMATED EFFORT: Four Positions

OUALIFICATIONS:

Should have a baccalaureate degree in structural or civil engineering from an accredited institution or six years of progressive experience. Should have a minimum of three years experience in the design, layout, and detail drawing of

facilities and structures.

A-58

JOB TITLE:

Mechanical Engineer

ESTIMATED EFFORT:

Three Positions

QUALIFICATIONS:

Should have a baccalaureate degree in mechanical engineering from an accredited institution or six years of progressive experience. Should have a minimum of three years experience in heating, ventilation, air conditioning, refrigeration, and piping systems. Experience should include troubleshooting problems in utility systems and making formal corrective recommendations.

A-59

JOB TITLE:

Electrical Engineer

ESTIMATED EFFORT: Three Positions

OUALIFICATIONS:

Should have a baccalaureate degree in electrical engineering from an accredited institution or six years of progressive experience. Should have a minimum of three years experience in

the design of electrical systems for facilities.

JOB TITLE:

Manager, Corrosion Control and Coatings

ESTIMATED EFFORT:

One Position

QUALIFICATIONS:

Should have a minimum of 10 years experience in corrosion control and coatings, including four years supervisory experience. Should have experience in planning and scheduling manpower and implementing preventative maintenance programs. Should be certified by the National Association of Corrosion Engineering (NACE) to provide quality assurance inspection of structures coating systems.

A-61

JOB TITLE:

Leader, Corrosion Control and Coatings

ESTIMATED EFFORT:

Two Positions

QUALIFICATIONS:

Should be a journeyman in the painting trade with experience in painting large structures and facilities. Should have an additional three years experience in abrasive blast cleaning. Should have a minimum of one year supervisory experience.

A-62

JOB TITLE:

Corrosion Control Workers (GD VA930018)

ESTIMATED EFFORT:

Forty Positions

QUALIFICATIONS:

Class I painters should be journeymen in the painting trade with experience in painting large structures and facilities and Class II painters who should be journeymen in the painting trade with experience in painting large structures and facilities and should also have three years experience in abrasive blast cleaning. Other corrosion control workers should be journeymen except for the laborer class.

Carpenter - 3 Laborer - 8 Electrician - 1 Welder - 1

Equipment Operator - 1 Sheet Metal Worker - 1 Painter, Class I - 15 Painter, Class II - 10

ATTACHMENT 5 COST FORMS

FORM A SUMMARY OF PROGRAM COST Total Effort

FORM A1 SUMMARY OF PROGRAM COST Base Effort

COST PLUS AWARD FEE	TOTAL COST	G&A	TOTAL ODC	ODC: (Detail on Form D) LOE Subcontracts Non-DL Costs Specified Other Direct Costs Company Specific	TOTAL OVERHEAD	OVERHEAD: (Detail on Form C) Labor Costs-Non-GES Payroll Additives/Taxes Fringe Benefits Other	TOTAL DIRECT LABOR COSTS-GES	Straight Time Costs Overtime (w/o premium) Costs	TOTAL DIRECT LABOR HOURS-GES	DIRECT LABOR-GES: (Detail on Form B) Straight Time Hours	RFP 1-56-5700.3200	PROPOSER:
						-	-			HRS/COSTS	TOTAL BASE EFFORT	
										HRS/COSTS	INITIAL PD YEAR 1	
										HRS/COSTS.	FIRST OPT YEAR 2	
										HRS/COSTS	SECOND OPT YEAR 3	
					÷					HRS/COSTS	THIRD OPT YEAR 4	
## 										HRS/COSTS	FOURTH OPT YEAR 5	

FORM A2 SUMMARY OF PROGRAM COST One-Month Options to Extend

1	PROPOSER:_						
차면 1-56-5700.3200	TOTAL MONTH OPT EFFORT	FIFTH OPT MONTH 1	SIXTH OPT MONTH 2	SEVENTH OPT MONTH 3	EIGHTH OPT MONTH 4	NINTH OPT MONTH 5	TENTH OPT
DIRECT LABOR-GES: (Detail on Form B) Straight Time Hours	HRS/COSTS	HRS/COSTS	HRS/COSTS	HRS/COSTS.	HRS/COSTS	HRS/COSTS	HRS/COSTS
TOTAL DIRECT LABOR HOURS-GES							
Straight Time Costs							
TOTAL DIRECT LABOR COSTS-GES	·						
OVERHEAD: (Detail on Form C) Labor Costs-Non-GES							
TOTAL OVERHEAD							:
DDC: (Detail on Form D) LOE Subcontracts Non-DL Costs Specified Other Direct Costs							
TOTAL ODC							1
CCOM.							
OTAL COST							
OST PLUS FIXED FEE				11		97 11 61 61 71 11 11 11 11 11	65 10 10 10 10 11 11 11 14 15 16

Details of Direct Labor Hours and Cost For GES Positions

YEAR_

PROPOSER:		M&E productive mnyr:		
RFP 1-56-5700.3200	Labor Escalation:	CA productive mnyr:	nnyr: 2000	
	NUMBER ST OT	ST ST	OT COSTS OT	TOTAL
GES LABOR CATEGORY	THOURS H	PATE CC	Ē	COSTS
Contract Manager				
Business Manager				
Subcontract Supervisor				
Subcontract Administrator				
Buyer				
Oupervisor, Flamilei/Eautisator				
Planner/Esumator				
Multi Craft Coordinator				
Supervisor, Production control/Scheduling				
Production Controller/Scheduler				
Logistics Coordinator				
Foreman, HVAC&R				
Supervisor, HVAC&R				
Technician, HVAC&R				
Medianic, TYACOX				
Speciality, Order Treatment				
Technician, Utilities Control System			•	
Foreman, Mechanical				
Supervisor, Mechanical				
Supervisor, Millwright				
Mechanic				
Milwright			٠	
Mechanic, Precision Production Machine 1001				
Foreman, Piping				
Supervisor, Piping				
Pipefitter				
Component Vernication Technician				
Welder/Fabricator				
Foreman, Insulating and Covering				
Insulator/Coverer				
Foreman, Electrical		line,		
Supervisor, Electrical		المراجع		
Supervisor, Motors, Breakers and Switch Gear				

Annotate with an * any labor category that is a composite and detail that composite rate in your proposal.
 Annotate with a # any labor category provided by a subcontractor(s) and provide separate Form Bs which total to the "Subcontractor GES Direct Labor" line.

Details of Direct Labor Hours and Cost For GES Positions FORM

RFP 1-56-5700.3200 PROPOSER: GES LABOR CATEGORY Electrician, Motors and Generators NUMBER Labor Escalation: POSIT. HOURS HOURS RATE CA productive mnyr: M&E productive mnyr: COSIS PREMIUM) COSTS OT COSTS <u>§</u> PREMIUM 9 1800 2000 LOE LABOR COSTS TOTAL

Foreman, Building Trades

Supervisor, Carpentry

Electrician, Fire Alarm Systems

Electrician, Breakers, Switch Gear, & High Voltage

Supervisor, Maintenance Painting

Leader, Roofing

Leader, Masonry/Paving

Roofer

Mason

Maintenance Painter

Carpenter

Manager, Corrosion Control and Coatings Painter, Class II Painter, Class I **Equipment Operator** Electrician Carpenter Manager, Engineering Sheet Metal Worker Welder Laborer Leader, Corrosion Control and Coatings Electrical Engineer Mechanical Engineer Civil-Structural Engineer Rigger, Mobile Crane Operator Foreman, Rigging Leader, Rigging Rigger Laborer

B3

SUBCONTRACTOR GES DIRECT LABOR

TOTAL GES DIRECT LABOR HOURS/COSTS

Other: (List on separate sheet)

Annotate with an " any labor category that is a composite and detail that composite rate in your proposal.

Annotate with a # any labor category provided by a subcontractor(s) and provide separate Form Bs which total to the " Subcontract GES Direct Labor" line.

PROPOSER:

OTHER 4

PROD WK **EXCLUDED**

Provide formulas (bases and rates) used to derive all dollars shown.
 Annotate with a # any classification provided by a subcontractor. Pro
 Itemize on Form C, Supplemental Sheet, if applicable.
 Explain. Annotate with a # any classification provided by a subcontractor. Provide separate forms for prime and subcontractor data

Foreman,Building Trades

Supervisor, Carpentry
Supervisor, Maintenance Painting

FICA SUI

COMP **WKRS**

MED/DENTL

LIFE/DISAB

SN

ABSENCES PAID

PENSIONS SAVINGS

PLANS

OTHER

TOTAL (GES EXCLUDED) PROD WK

YEAR

Provide formulas (bases and rates) used to derive all dollars shown.
 Annotate with a # any classification provided by a subcontractor. Pro
 Itemize on Form C, Supplemental Sheet, if applicable.
 Explain.

NON-GES LABOR (3)
OTHER OVERHEAD ELEMENTS (3)

Νa

₽/a

Za

n/a

Subtotal - GESR Labor

TOTAL OVERHEAD

Other: (List on separate sheet)

Painter, Class II Painter, Class I Sheet Metal Worker **Equipment Operator**

Welder Electrician Carpenter

Laborer

Rigger

Rigger, Mobile Crane Operator

Foreman, Rigging

Leader, Rigging

Roofer Mason

Maintenance Painter

Carpenter

Leader, Masonry/Paving Leader, Roofing

Laborer

Manager, Engineering Civil-Structural Engineer

Manager, Corrosion Control and Coatings

Electrical Engineer Mechanical Engineer

Leader, Corrosion Control and Coatings

Annotate with a # any classification provided by a subcontractor. Provide separate forms for prime and subcontractor data

Page2 of 2

FORM D Details of Other Direct Costs FORM D

01.56-5700 3200						YEARS 1 - 5 MONTHS 1 - 6	1-5
SCRIPTION	PHASE-IN	5-YR TOTAL	YEAR 1	YEAR 2	YEAR 3.	YEAR 4	YEAR 5
Subcontracts Non-DL Costs: (1)							
cified ODC	√a	\$ 33,000,000	\$6,000,000	\$6,300,000	\$6,600,000	\$6,900,000	\$7,200,000
npany Specific: (2)							
AL ODCS							
SCRIPTION	6-MO TOTAL	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6
: Subcontracts Non-DL Costs: (1)							×
cified ODC	\$3,600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
npany Specific: (2)							
AL ODCS				,			

List individually and provide details on Forms A-E for each LOE subcontractor. ternize on this Form. Provide discussion on a separate sheet. List each subcontract individually. Provide details in a format similar to Forms A-E for each subcontractor with a proposed price in excess of \$500,000.

ELINE SPACING ON THIS FORM ONLY MAY BE ADJUSTED TO MEET INDIVIDUAL PROPOSER'S REQUIREMENTS

FORM E Options for Additional Level of Effort

POSER:				·		
1-56-5700 3200	TOTAL	INITIAL PERIOD	FIRST OPTION PERIOD	SECOND OPTION PERIOD	THIRD OPTION PERIOD	FOURTH OPTION PERIOD
CRIPTION	HRS/COSTS	HRS/COSTS	HRS/COSTS	HRS/COSTS	HRS/COSTS	HRS/COSTS
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TAL DIRECT LABOR HOURS-GES	***************************************					
ight Time Costs						
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RHEAD: (1) or Costs-Non-GES		•		·		
AL OVERHEAD	******************************	***************************************				
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the rates applied or application bases differ from those proposed for the corresponding base period, explain and/or provide a Cost Form C.

ATTACHMENT 6 CONTRACTOR FURNISHED EQUIPMENT

VEHICLE INFORMATION

The Contractor should propose the number and types of vehicles needed to efficiently perform the Statement of Work requirements, considering the number and types of work orders (see L.31, D.4), the number and types of employees (see Attachment 4), and the size of the Center and the dispersity of the facilities to be serviced (see Attachment 7). The offeror's approach for transporting personnel, materials, and equipment will be evaluated under the Mission Suitability Factor, Subfactor 2 (see M.2, A.2). The following represents a historical listing of the number and types of Contractor furnished vehicles. All vehicles shall be painted white with Contractor's name on each side of vehicle with a minimum of two inch letters.

12 compact autos, 1993 or newer

One 50-ft. hydraulic bucket truck; G.V.W.R. 24,000 lb. minimum

One flat bed truck with dump body, G.V.W.R. 24,000 lb. minimum, G.C.W.R. 40,000 lb. maximum, 1993 or newer

Three flat bed trucks, G.V.W.R. 28,000 lb. minimum, G.C.W.R. 45,000 lb. maximum, 1993 or newer

30 cargo vans, 3/4 ton minimum, 1993 or newer

Two pickup trucks, 3/4 ton, 1993 or newer

Five pickup trucks, 1/2 ton, 1993 or newer

One 25-ton telescopic crane with minimum 80-ft. straight boom and 10-ft. jib

One forklift truck, 6,000 lb. capacity

One parcel delivery truck (similar to Ford E-350), 1993 or newer

10 steps vans (similar to Chevrolet CP 31442), 1993 or newer

24 compact pickups, 1993 or newer

NOTE: Gross Vehicle Weight Rating (G.V.W.R.) Gross—Combined Weight Rating (G.C.W.R.)

LANGLEY RESEARCH CENTER PHYSICAL PLANT DESCRIPTION AND AREA MAP

Langley Research Center Physical Plant Description

Buildings - West Area - 185 East Area - 18

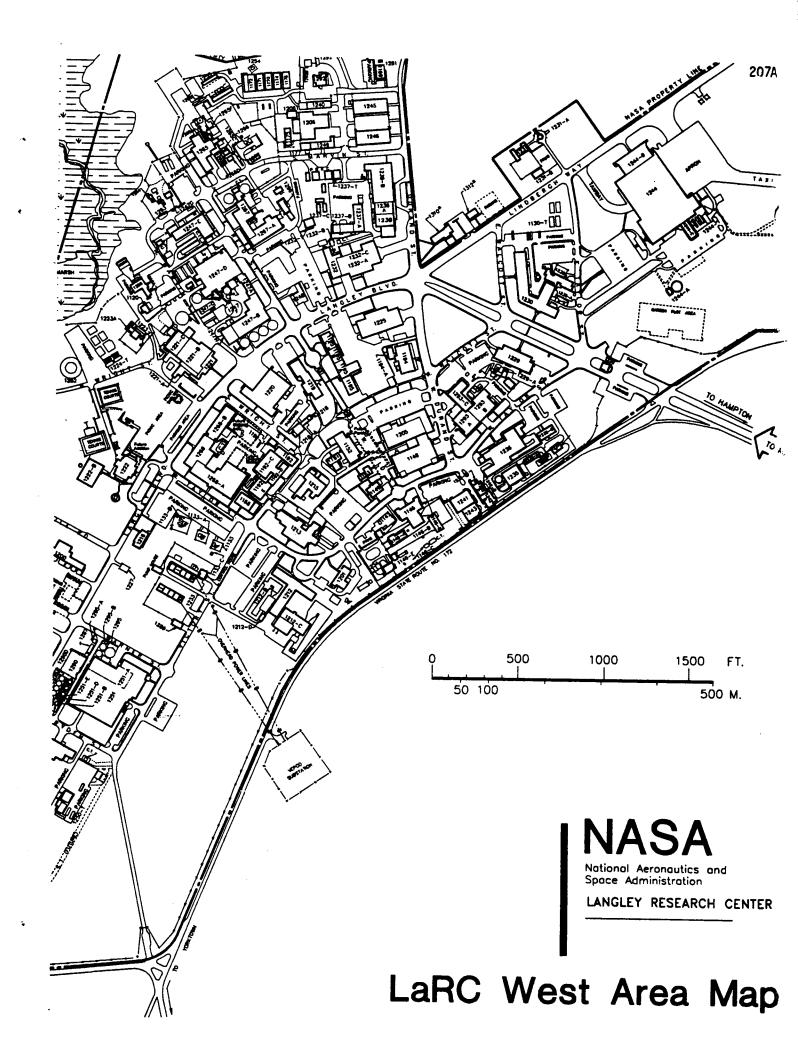
Trailers - West - 103 East - 0

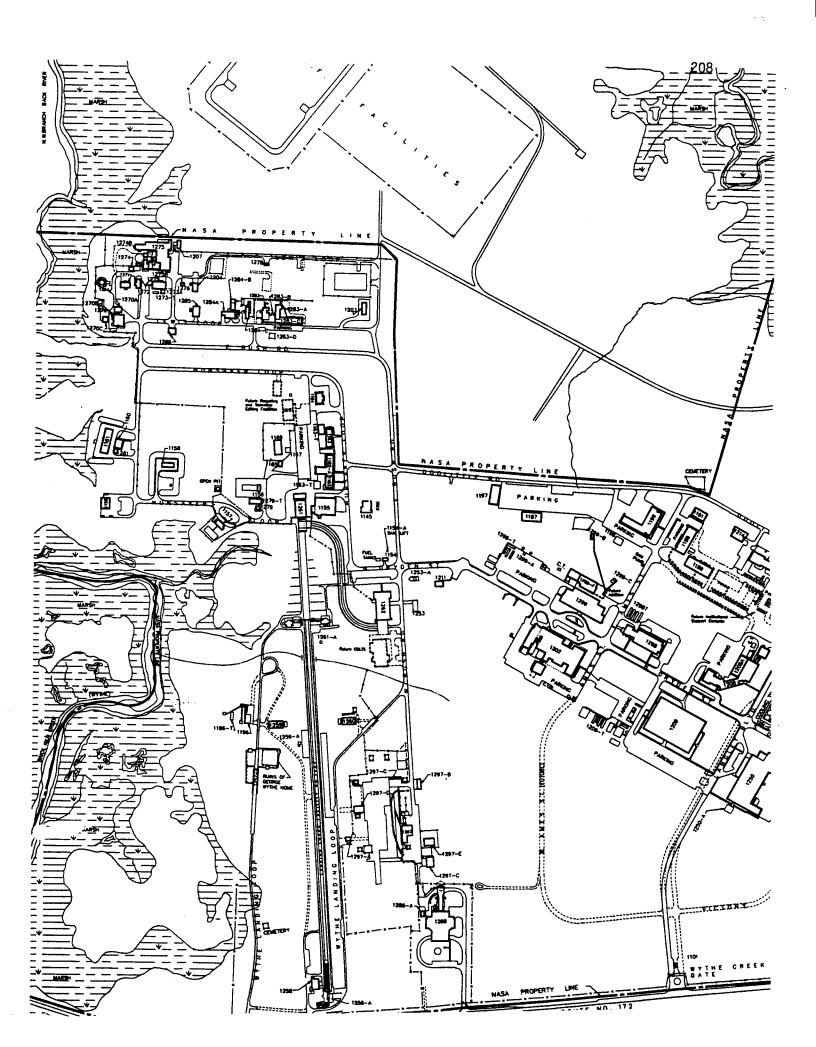
Elect. Substation - West - 16 East - 3

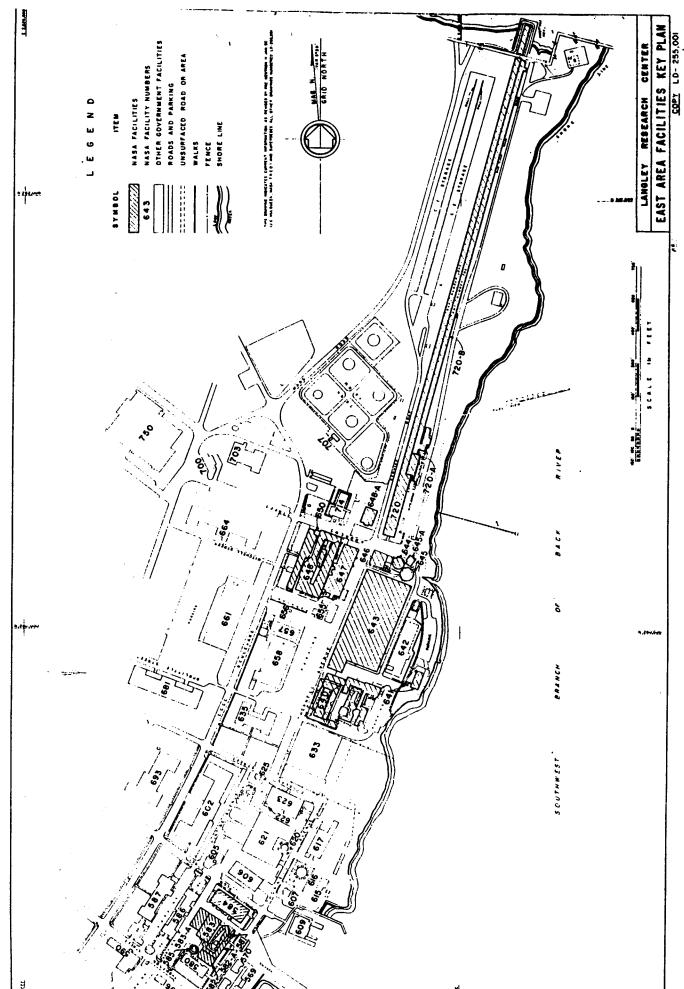
Paved Roads - 9.2 Miles

West to East Area - 4.1 Miles West to East Driving Time - 15 Minutes

NOTE: It is estimated that between seven and 15 percent of the work force will be performing task on the East side. See attached map for additional details.







A--WORK ORDER FLOW CHART

B--SAMPLE WORK ORDERS

C--TYPICAL CONSTRUCTION TASKS

D--PREVENTIVE MAINTENANCE SCHEDULE AND TYPICAL SHUTDOWN PACKAGE

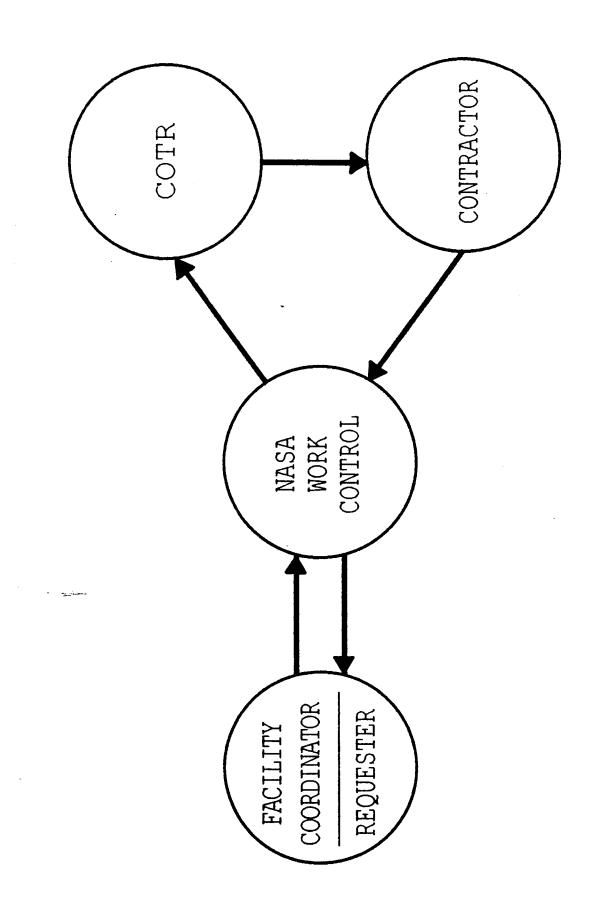
E--LEGEND OF ORGANIZATION AND CRAFT DESIGNATIONS

F--LISTING OF ACRONYMS

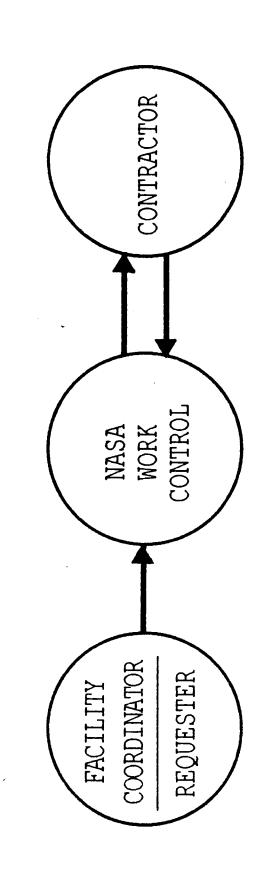
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WOLK ORDER FLOW CHART



SHORT AND/OR URGENT WORK FLOW



BY A MONTHLY BLANKET APPROVED BY THE COTR SHORT AND OR URGENT REQUESTS ARE COVERED

Work Request Form 69's (work orders) are initiated by facility coordinators and forwarded to the NASA WCS, coded, and assigned to a production controller. After review by the production controller, the work orders are screened for necessary approvals from cognizant Government organizations and forwarded to the COTR for review, signature and issuance (assignment) to the Contractor for implementation. Upon completion of work, the Contractor returns a copy of the work order to the NASA Work Control Section, indicating completion date, actual manhours expended and total cost incurred.

In addition to Form 69 work orders the Contractor will receive multiple monthly work orders issued by the COTR forwarded from the NASA WCS for short and/or urgent tasks (eight hours or less, single disposition) for implementation.

В

11.1/2 NA

SIGNATURE & DATE NOTE: Facility Coordinator will send copies 1, 2, and 3 to Work Control Section, Mail Stop 1868 - Copy 4 to be retained by Facility Coordinator IGNATI'RE OF FAC. COORD. OR ALTERNATE NASA TECH. REP. AUTHORIZATION Change the may lad 'n REQUIRED AND JUSTIFICATION (Including Location, Type, Size, Quantity, etc.) 1. Modify Rupid Power SCR Controller per marked up LD-651088 Modify 4-20 mA Loop wiring to HNZ Pressure/Temp mar ked revised software with 5 current control (remote) for scrampets allow for Voltage control (remote) for HUZ Tunnel Collowing Shulmbar LD-664108, 113, MAIL STOP PHONE 237 SIGNATURE & DATE PERFORMING ACTIVITY COMPLETION HNA enclosed. Staldwing Tunnel IMPACT ON BASE-LINE DRAWINGS XYES | NO 15, 125, 126 MINING DIVISION
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NASA Langley Form 69 (Rev. January 1987)

December 1983 Edition May Be Used

Prescribing Documents LMI 1500.5, LMI 7234.1.& LMI 8000

NASA Langley Form 69 (Rev. January 1987)

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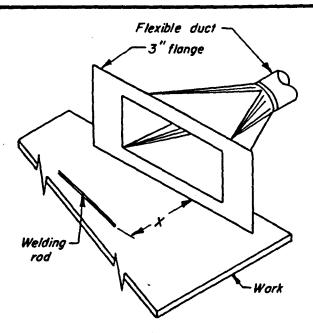
- 1. USE THE SLOTTED VENTILATION SYSTEM AS SEEN IN ORAWING VS-416 FOR THE BENCH TYPE WELDING LOCATIONS IN ROOM 100 AND PORTHE WELD POSITIONER
- 2. USE THE PORTABLE EXHAUST VENTILATION

 SYSTEM AS SEEN IN DRAWING, VS-416.1 FOR

 THE TWO HELIARC WELDING, STATIONS IN

 ROOM 102
- 3. USE THE PORTABLE EXHAUST VENTILATION SYSTEM
 IN DRAWING, US-416.1 FOR THE LARGE
 FABRICATURI TABLE IN THE MIDDLE OF LOOM
 100
- 4. USE A PUSH-PULL TYPE GOVERAL ROOM
 VERSTICATION SYSTEM IN ROOM 100, PREFERABLY
 PULLING AIR OUT IN THE AREA OF THE
 WELD POSITIONER AND PUSHING AIR IN NEAR
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THESE DRAWINGS ARE PROM THE INDUSTRIAL VENTRATION
13TH EDITION, AMERICAN CONFOURNIE OF GOVERNMENT THOUSTAIN HYDRASTS



POR I	TABLE EX	(HAUST
X, inches	Plain duct cfm	Flange or cone cfm
up to 6	335	250
6-9	755	560
9 -12	/335	1000

Face velocity = 1500 fpm Duct velocity = 3000 fpm minimum Plain duct entry loss = 0.93 duct VP Flange or cone entry loss = 0.25 duct VP

GENERAL VENTILATION, where local exhaust cannot be used:

Rod, diam	cfm/welder]
5/32	1000]
3/16	1500]0
1/4	3500]
3/18	4500	7

A. For open areas, where welding fume can rise away from the breathing zone: cfm required = 800x lb/hour rod used

B. For enclosed areas or positions where fume does not readily escape breathing zone:

cfm required = 1600 x lb/hour rod used

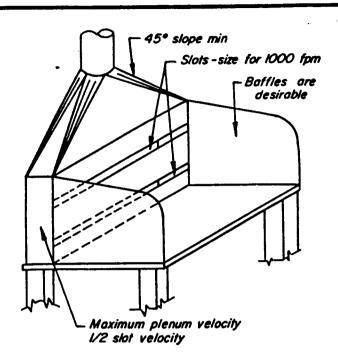
For toxic materials higher airflows are necessary and operator may require respiratory protection equipment.

OTHER TYPES OF HOODS Bench: See VS-416 Booth: For design See VS-415,VS-604 Q=100 cfm/sq ft of face opening "Granite Cutting" VS-909

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS

WELDING BENCH

1-78 DATE VS-416.1



Q = 350 cfm/lineal ft of hood Hood length = required working space Bench width = 24" maximum Duct velocity = 1000 - 3000 fpm Entry loss = 1.78 slot VP +0.25 duct VP

GENERAL VENTILATION, where local exhaust cannot be used:

Rod, diam	cfm/welder*	
5/32	1000	
3/16	1500	OR
1/4	3500	1
3/8	4500	1

A. For open areas, where welding fume can rise away from the breathing zone:

cfm required = 800 × lb/hour rod used

B. For enclosed areas or positions where fume does not readily escape breathing zone:

cfm required = 1600 × lb/hour rod used

*For toxic materials nigher airflows are necessary and operator may require respiratory protection equipment.

OTHER TYPES OF HOODS
Local exhaust: See VS-4/6./
Booth: For design See VS-4/5,VS-604
Q=100 cfm/sa ft of face opening

AMERICAN CONFERENCE OF
GOVERNMENTAL INDUSTRIAL HYGIENISTS

WELDING BENCH

DATE 1-76 VS-416

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TOTAL	"redinator will send copies 1, 2, and 3 to Work Control Section, Mail Stop 1668—Copy 4 to be retained by Facility Coordinator.	Mail Stop 1668—Copy	Nork Control Section,	1, 2, and 3 to 1	
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	¥X YES □ NO				
NAME OF WCS PROD. CONTROLLER CONTACT	UIRED	- 1	pe, Size, Quantity, etc.	g Location, Ty	K REQUIRED AND JUSTIFICATION (Including Location, Type, Size, Quantity, etc.)
DATE	☐ YES 🙀 NO	S W NO	☐ YES	43289	_
COPY TO FACILITY CONFIGURATION COORD.	SKETCH/PLAN ATTACHED	IMPACT ON BASE-LINE DRAWINGS	IMPACT ON B	PHONE	FACILITY SAFETY READ
0	70	DIVISION	DATE 7/20/93	PHONE 43290 ★	- 1
WWW. LECTION HEAD (Bequester's DATE RECEIVED IN WILS) WWW. LECTION HEAD (BEQUESTER'S DATE RECEIVED IN WILS)	OF OF		43289	MAIL STOP	TURE OF FAC. COORD. OF ALTERNATE
		WORK REQUEST			1153

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7	me changes to the facility	one at a time with some	be worked on	properly. These valves can be worked on one
2/1/1/850				
	to perform their function	valves must be leak free	These	rather than by the stem seal.
CODE IN-HOUSE NPS SIGN-OFF	leak thru the valve	3016A. They appear to	3006A and 022-	ANNIN valves numbered 022-3006A and 022-3016A.
OSD	These valves are 3 inch	the Jet Exit Test Facility.	at	valves in the two air systems
J.O. NO: 254-567				
242	☐ YES ☐ NO	the stem/seat of the flow control	e stem/seat o	Please repair or replace t
NAME OF WCS PROD. CONTROLLER CONTACT		Juantity, etc.)	g Location, Type, Size, (WORK REQUIRED AND JUSTIFICATION (Including Location, Type, Size, Quantity, etc.)
DATE	☐ YES ☐ NO	☐ YES ON NO	43043	Mar Con The Co
COPY TO FACILITY CONFIGURATION COORD.	SKETCH/PLAN ATTACHED	ASE-LINE		SIGNATURE OF FACILI
ACTUAL COMP. DATE	B/27/93 REVISED DATE	7/26/93 DIVISION	43043	NAME OF REQUESTER Charles E. Mercer
	Div. Chief for Alterations)	02		The sound
۽ ٻر	APPROVED BY SIGNATINE OF SECTION III	WORK REQUEST	MAII STOP P	1234
WORK REOLIEST CODE				FACILITY NO.

12 47E			WORK REQUEST	QUEST		WORK REQUEST CODE	一つない	
COORD. OR ALTERNATE			O S O NOISIVIO	APPROVED BY - SIGNATURE OF SECTION HEAD (Requester's Div. Chief for Alterations)	SECTION HEAD IF		DATE RECEIVED IN WCS	ECEIVED IN WCS
	546.5 H	DATE 7/27/93	OS O NOISIVIO	DESIRED COMP. DATE ASAP 8/87/43	REVISED DATE		ACTUAL COMP. DATE	IP. DATE
NATURE OF FACILITY SAFETY HEAD		IMPACT ON BASE LINE DRAWINGS	NO NO	SKETCH/PLAN ATTACHED	DATE	DATE CONFIGURATION COORD.	CONFIGURAT	ION COORD.
ORK REQUIRED AND JUSTIFICATION (Including Location, Type, Size, Quantity, etc.)) Location, Type, Size	, Quantity, etc.)		SPECIAL MATERIAL REQUIRED	Dan	NAME OF WCS PROD. CONTROLLER CONTACT). CONTROLL	ER CONTACT
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NOTE: Facility Coordinator will send copies 1, 2, and 3 to Work Control Section, Mail Stop 1668—Copy 4 to be retained by Facility Coordinator.	, 2, and 3 to Work Co	ontrol Section, Mail (Stop 1668 — Copy	4 to be retained by Facility Coordi	nator. TOTAL	AL>		

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LPES.	3 (%)	INTERLOCK SYSTEM AS PER SEETCH #1.	2. INSTALL LASER
SECT/UNIT SECTION HEAD	CODE IN-HOUSE	136,	WINDOWS OF Km # 1
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90210	J.O. NO:	3700	
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CONTROLLER CONTACT	NAME OF WCS	SPECIAL MATERIAL	WORK REQUIRED AND JUSTIFICATION (including Location, Type, Size, Quantity, etc.)
TO FACILITY CONFIGURATION COORD.	DATE	THONE IMPACT ON BASE-LIFE DRAWINGS SKEICH/PLAN ATTACHED	By !
ACTUAL COMP. DATE	- ·	603 7-27-89 IRD 11-1-95	23 WILLIAM CHAMBERS
DATE RECEIVED IN WCS	SECTIONHEAD (Requester's	33 44767 ZZD Div. Chief for Alterations)	ASMOUNTED POH
7-3/-0 93	7-3/	WORK REQUEST	

101

3A Langley Form 69 (Rev. January 1967)

Jun 14 | 93 December 1983 Edition May Be Used

Prescribing Documents LMI 1500.5, LMI 7234.1, & LMI 8000.

COPY

LMI 7234.1, & LMI 8000.4 COPY 3	Prescribing Documents LMI 1500.5, LMI 7234.1, & LMI 8000.4 COPY 3		December 1983 Edition May Be Used	(Rev. January 1887)	NASA Langley Form 69 (Rev. January 1987)
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ACTUAL STAFF HOURS	CRAFT CODE				
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			(41/44)	racility Coordinator: rrank Jones	Facilit
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	7/				
0585 Jan 1480				AC unit operation.	3. Verify
MESS	30 M				-
PF 5 11/20 1/2/93) and outlet for AC unit	208 volt power line (conduit)	2. Install
NPS SIGN-OFF	CODE IN-HOUSE N		Gilliland (47015).	Coordinate location with Stan C	23
	CRAFT SECT/HART	.			
NOITI	DISPOSITION	exterior portions).	(brace around unit and ex	Fedders AC unit into wall (t	l. Install
3	J.O. NO: R11558		Test Facility	1202, Room 126 - LASE Uplooking	Building 12
	ズン	☐ YES 图 NO			
TROLLER CONTACT	NAME OF WCS PROD. CONTROLLER CONTAC	21	- 1	ncludin	WORK REQUIRED AN
GONATION COUND.	DATE CONTIGUES TO COORD	D YES NO	MFACT ON BASE-LINE DRAWINGS	THOME	Sidifficient Pacific 13
TIES ATOM COORD	CONTRACTOR TO TAKE		7/23/93 SED	R.D.	Brian D. Ki
ACTUAL COMP. DATE	5.7	~,	-		NAM LE OF REQUESTER
ME-27 1993	AD (Requester's DATE)	APPROVED BY SIGNATURE OF SECTION HEAD Div. Chief for Alterations)	41744 FED	COORD, OHALTERNATE MAIL STOP	SIGNATION HE OF FAC.
93	i	COEDI	,		But Miding 1202
)∈ }∂. 'A	WORK REQUEST CODE		WORK		FACILITY

233 Brian D. K WORK REQUIRED AND JUSTIFICATION (Including Location, Type, Size, Quantity, etc.) SIGNATURE & DATE NASA Langley Form 69 (Rev. January 1987) NAME OF REQUESTER NOTE: Facility Coordinator will send copies 1, 2, and 3 to Work Control Section, Mail Stop 166b -Copy 4 to be retained by Facility Coordinator. NASA TECH. REP. AUTHORIZATION 4. Building 1204 - Electronics Verify AC wall unit operation (Fedders 220 volt). Transport AC unit to Building 1202, Room 126. Remove AC unit. Patch window hole with plywood/paint. B1202 Facility Coordinator: LASE Uplooking Test Facility 1204 BORD. OR ALTERNATE MAIL STOP 47047 PHONE 433 PHONE SIGNATURE & DATE 47101 PERFORMING ACTIVITY COMPLETION PHONE DATE 1/23/93 SED
IMPACT ON BASE-LINE DRAWINGS 47108 Frank Jones (41744) ☐ YES 第 NO December 1983 Edition May Be Used NOISIAID DIVISION SED **WORK REQUEST** SIGNATURE & DATE WORK ACCEPTED BY FAC, COORD, OR ALT. 8 4 93 APPROVED BY - SIGNATURE OF SECTION HEAD (Requester's Div. Chief for Alterations) SPECIAL MATERIAL REQUIRED DESIRED COMP. DATE ☐ YES 🙀 NO ☐ YES 图 NO REVISED DATE . Prescribing Documents LMI 1500.5, LMI 7234.1, & LMI 8000.4 DATE FAB: FENGD: NAME OF WCS PROD. CONTROLLER CONTACT COPY TO FACILITY CONFIGURATION COORD. OTHERS: MSD: PRIORITY: SSQRD: CRAFT OSD J.O. NO: TOTAL CODE APPROVAL **APPROVAL** WORK REQUEST CODE **CRAFT CODE** IN-HOUSE □URGENT □HIGH R11558 SECT/UNIT DISPOSITION DATE RECEIVED IN WCS ACTUAL COMP. DATE SUMMARY DISAPPROVAL DISAPPROVAL NPS **ACTUAL STAFF HOURS** SECTION HEAD SIGN-OFF NORMAL

234

Prescribing Documents LMI 1500.5, LMI 7234.1, & LMI 8000 COPY 1	NASA Langley Form 69 (Rev. January 1967) Prescribi
TOTAL>	NOTE: Facility Coordinator will send copies 1, 2, and 3 to Work Control Section, Mail Stop 166B—Copy 4 to be retained by Facility Coordinator.
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	MON FIXT & NOW THE STANKE WORK
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Sell & S. Ister DISPOSITION	
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COBY TO EACH ITY CONFIGURATION COORD	1/12 / Corly 45911 7/9/63 DIVISION DISTRED COMP. DATE CONTROLLED ON
(Requester's	CCOORD. OF ALTERNATE MAIL STOP PHONE DIVISION A
YORK REQUES	ACHITYNO: /JS-/ WORK FEQUEST

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TION	TROUBLE CALLS	SHALL AND/DE URGENT	FOR SHOW	PROVIDE SERVICES
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TE ACTUAL COMP. DATE	DESIRED COMP. DATE 1 REVISED DATE	6-30-93 DIVISION	43677 6-	
	OF SECTION.	DIVISION	MAIL STOP PHONE	OORD. OR ALTERNATE
7-1-A93	QUEST			FACILITY NO LRC

FACILITY NO RC		>	WORK REQUEST	ST		WORK REQUEST CODE 7-1-093	- U93	
SIGNATURE OF FAC. COORD. OR ALTERNATE	MAIL STOP PHONE	DIVISION		APPROVED BY SIGNATURE OF SECTION HEAD (Requester's Div. Chief for Alterations)	OF SECTION HEAD (Req		DATE RECEIVED IN WCS	DINWCS
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NASA Langley Form 69 (Rev. December 1983)		Previous editions are obsolete	are obsolete		Prescribing Doc	uments LMI 151	00.5, LMI 723	Prescribing Documents LMI 1500.5, LMI 7234.1, & LMI 8000.4

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Card	Received	Time	Requester	Phone	Bldg.	J D Completed	Hours
8201 TOO H OFF			WILLIE MOORE HOT- **URGENT**	4-1062	1146	146-369 7-Jul- 9 3	2.0
	7-jul-93 Al system, to Ed today a.H.	10H 00	HAROLD CARNEY IS SCHEDULED*	4-6183	1220	228-369 7-Jul-93	2.0
8283 CENTR	7-Jul-93 Al System, To Entiff		BG8 SHOOT	4-6552	1268A	444-36915-Jul-93	6.0
8284 WALL	7-Ju1-93 Hounted A/C 1		CHARLES HUDGINS	4-4186	1250	25 8 -369 7-Jul-93	2.8
8285	7-Jul-93	66: 57	TON SMITH	4-1833	648	640-369 7-Jul-93	
8296 A/C T	7-Jul-93 EMPERATURE TO	69:26 O HOT DU	rex Headors Iring Evening Hours	4-1223 (2ND FLDOR	647 OFFICE	647-369 8-Jul-93 AREA)	5.0
	7-Jul-93 AL System, TO		AL MOORE	4-3321	1155	155-353 8-Jul-93	1.0
	7-Jul-93 Al System, To - 225A Areas		KIM ELLIOTT ()	4-3241	1152	152-353 9-Jul-93	9.8
8209 FAN C	7-Jul-93 DIL UNIT NOT	10:18 COOLING	GARLAND GOUGER	4-2383	1194	194- 35329- Jul-93	6.9
8218 NCQUA	7-Jul-93 Y CHILLER OFF		NIGHT LOG		1146	146-369 7-Jul-93	2.0
8211 S/M C	7-Jul-93 RAFT#43 REMO		TON SMITH METAL FROM CEILING	4-1833 6 & WALLS TO	648 EXPOSE	648-36912-Jul-93 Insulation	2.0
			SKIP WATSON IN AFERNOON	4-3388	1163	163-353 8-Jul-93	4.8
	7-Jul-93 OT COOLING	10:36	GEO PALKO	4-4571	12791	946-35313-Jul-93	1.8
T00 H	7-Jul -9 3 10t NER CHILLER :		MOORE		1146	146-369 7-Jul-93	4.0
	7-Ju1-93 Eaking Water		CHRIS ALEXANDER	4-5159	1236	236-369 8-Jul-93	2.0
	7-Jul-93 W UNIT, TOO!		Chester Langsto	4-1198	647	647-36919-Jul-93	4.8

Printed: 10-Aug-93 E686 Langley Operations Division ESG-LOD-ROX-198 10:25 Short and Urgent Monthly Report Page: 1 33 - Pipefit Cards from 6-Jul-93 to 8-Jul-93 Bldg. J D Completed Card Received Time Requester Phone Hours 1236 5582 6-Jul-93 87:84 RUSTY MCHATTON 4-5119 5.0 236-369 6-Jul-93 LEAK WATER LEAKING ONTO FLOOR-PLEASE SEE REDUESTER OR FAC. COORDINATOR-5583 6-Jul-93 97:15 MARION MARTIN 4-5913 1251 251-369 6-Jul-93 2.0 URINAL FLUSH VALVE STUCK 4-5913 1251 251-369 7-Jul-93 2.0 6-Jui-93 88:13 NICK KEPICS MATER CLOSET, WATER RUNNING, OTHER (SEE REMARKS) (FLUSH VALVE STUCK) -+*URSENT*+-5585 6-Jul-93 88:44 LINDA/BENNETT 4-2615 1257A 442-369 7-Jul-93 8.0 MATER RUNNING, OTHER (SEE REMARKS) REPAIR BROKEN LINE FOR COOLING TOWER -SUPPORT WED TASK-5586 6-Jul-93 88:56 FRANK JONES 4-1744 1262 202-369 6-Jul-93 2.0 OTHER (SEE REMARKS) CHANGE WATER FILTER 5597 6-Jul-93 88:58 FRANK JUNES 4-1744 1293C 458-369 7-Jul-93 2.0 OTHER (SEE REMARKS) H20 FLOW PROBLEM WITH AUTOCLANE-REPOUTE PIPING. SEE RED IN RM 151. 5508 6-Jul-93 09:13 FRED THOMPSON 4-4767 1231 230-369 7-Jul-93 2.8 OTHER (SEE REMARKS) FRUCET NEEDS REPORTOR 5589 6-Jul-93 89:41 FRANK JUNES 4-1744 1202 282-369 6-Jul-93 5.0 OTHER (SEE REMARKS) CLEAN STRAINER FOR WATER PUMPS 2.0 5510 6-Jul-93 12:30 TON LASH/BOYER 4-5644 1250 258-369 7-Jul-93 LEAK, OTHER (SEE REMARKS) (MATER LEAKING ON FLOOR IN HI BAY AREA) 5511 6-Jul-93 13:05 RICKY HALL 4-5913 1251 251-369 9-Jul-93 2.0 OTHER (SEE REMARKS) WATER LINE LEAKING ON COOLER #1 5512 6-Jul-93 14:37 GARLAND GOUGER 4-2383 1194 194-353 7-Jul-93 2.0 SINK, LEAK, OTHER (SEE REMARKS) LEAKY HOT WATER SPIGOT IN LADIES ROOM NEAR ELEVATOR

SINK, LEAK, OTHER (SEE REMARKS)
LEAKY HOT MATER SPIGOT IN LADIES ROOM NEAR ELEVATOR

5513 7-Jul-93 88:41 F JONES 4-1744 1282 282-369 8-Jul-93 4.8
LEAK, OTHER (SEE REMARKS)
(MATER LEAKING FROM CEILING)

5514 7-Jul-93 10:18 EARL HARRIS 4-3223 1251A 251-369 7-Jul-93 2.8
RIR COND. DRRIN, STOPPED UP, OTHER (SEE REMARKS)
(LOCATED IN THE CONTROL ROOM)

Printed: 18-Aug-93 EG&G Langley Operations Division EBG-LOO-RON-108 Page: 1 10:26 Short and Urgent Monthly Report 35 - Carpenters Cards from 6-Jul-93 to 8-Jul-93 Card Received Time Requester Phone Bldg. J D Completed Hours 2258 6-Jul-93 09:10 BOB BRYANT 4-5501 1247A 439-36913-Jul-93 4.5 DOOR CLOSURES (DOOR CLOSURE INOPER IN HALLMAY BETWEEN 1247A/1247D) SEE CAROLYN RM 117 6-Jul-93 89:15 FRED THOMPSON 4-4767 1230 239-36922-Jul-93 DOOR STOPS REPL MISSING DOOR STOP AND REPAIR HOLE IN WALL 2260 6-Jul-93 89:18 BEV ANDERSON 4-6288 12219 411-369 CEILING/FLOORS: TILE MISSING, CEILING/FLOORS: TILE BROKEN, CEILING/FLOORS: TILE LOOSE (CEILING) 2261 6-Jul-93 11:13 RICHARD MASON 4-4535 12329 419-36912-Jul-93 1.0 DOOR HANDLE/KNOB REPAIR LOOSE DOOR KNOB 2262 6-Jul-93 12:22 JACK SOULE 4-5233 1232T 926-353 6-Jul-43 REPAIR LOOSE HOODEN STEPS ON CONCRETE BASE -----SCHED THIS WEEK++--6-Jul-93 12:27 RICH BEDNEDTT 4-4189 1267A 442-36916-Jul-93 REPAIR CEILING (CRACKING) LOCATED AT HALLMAY TO CONF RM 2264 6-Jul-93 12:39 FRED THOMPSON 4-4767 12388 417-369 6-Jul-93 3.8 REPAIR LOOSE PANIC BAR ON REAR ENTR DOOR. -- HISCHED TODAY++-2265 6-Jul-93 14:12 WAYNE RICHARDSD 4-6750 1386 389-353 6-Jul-93 1.8 DOOR ADJUST ELECTRIC DOOR INOP. -- TO SUPPORT CRFT 19 1268 2266 6-Jul-93 16:58 JEFF COLLINS 4-3644 206-369 7-Jul-93 7.0 REPAIR LOOSE STAIR RAILING AT TOP OF 3RD OR 4TH FLR. -++SCHED NED 7/74+--2267 7-Jul-93 ... 18:46 RICH WEEKS 4-4918 1213 213-353 8-Jul-93 DOOR HANDLE/KNOB DOOR KNOB TOO LOOSE ON PRIVATE DINNING ROOM DOOR -----SCHED TODAY++--2268 7-Jul-93 10:57 FRED THOMPSON 12388 417-36913-Jul-93 4-4767 1.8 RESTROOM: STALL DOOR (REPAIR LACH ON 2 STALL DOORS-- 1-STICKING; 1-INOPER) 2269 7-Jul-93 11:03 FRED THOMPSON 4-4767 1238 239-369 7-Jul-93 CEILING/FLOORS: TILE MISSING, CEILING/FLOORS: TILE BROKEN, CEILING/FLOORS: TILE LOOSE (REPLACE CEILING TILE IN RMS 193-A, 192, 184, 293. 2270 7-Jul-93 14:12 JEFF COLLINS 4-3644 1266 208-36913-Jul-93 2.0 T/U PAINT STAIR RAILING & WALL WHERE REPAIRS WERE MADE 2271 7-Jul-93 14:18 LINDA BANGERT 4-3022 12247 918-353 FLOOR TILE LOOSE IN THE LADIES RM T-7 2272 7-Jul-93 14:26 FRED THOMPSON 1238 239-36916-Jul-93 4-4767 -- RM 264-A SOAP DISH LOOSE -- RM 151 & HALL REINSTALL B-BOARD (2)

Page No. 1 08/10/93

Completed Construction Tasks 03/01/92 Thru 03/01/93

Task Ord.	Bldg	Job Descripition	Actual Cost
			3001
		*	1.000
07-11-W88		Install Ladder Extension	1633
		Design and Install Storage Tank	55768
		Modify Steam to Hot Water Heating Sys.	19850 42025
07-31-Q89		Electrical Work to Room 136 Install Two Modular Complexes	184869
11-07- W 89		Repl. HVAC Sys's Part 1&2{Remarks PG4}	93485
		Install Grating	4872
01-22-090		Install New Ceiling	20472
01-31-C90		Convert Store Room to Test Laboratory	14200
03-29-A90		Install Bridge Crane	72912
05-10-H90		Replace Fuse Link Sprinkler Heads	11500
05-14-090		Rehab Room 201	20814
05-16-A90		Construct Steel Staging	2918
05-29-590		Replace Roof	87128
		Replace Roof	50142
		Convert Rms 210/211 Into Office Space	67862
07-20-Q90	1241	Modify Control Room	12286
07-27-C90	1229	Modify Room 144B	6994
08-16-D90		Fabricate Laser Seeding Rig	229780
08-27-190	1192-C	Modify Room 139	8700
09-04 - J90	1221-A	Install Acoustic Wall Panels	7750
09-06-A90		Install Two Fire Hydrants	3720
09-17- G 90			175545
09-19-S90	_	Install Rail/Steps Around Pedestal	1739
09-26-F90	1120	Install Radiation Detectors	5892
10-04-Q90		Install Rapid Heater on Roof	6742
10-23-590		Water Tank Repairs	148128
10-30-X90			58376
11-08-X90		Remove Pigeon Dropping	1896
11-16-S90		Relocate Trailer Electrical Power	4700
11-29-R90		Curtains on Telescope Shaft	4694 181689
12-03-V90		Replace Roof	35662
12-07-K90 12-12-H90		Modify Restrooms Mods to Room	4396
12-12-n90 12-21-C90		Repair/Replace Mercury Vapor Fixtures	34815
02-21-191		Replace Windows	20107
02-21-J91		Replace Windows	31860
02-26-K91		Construct Exchange Shoppe	21725
		Install Modular Office	130145
03-25-H91		Repair Concrete	1900
		Additional A/C for Room 136	10036
04-12-N91	641	Install Generator Sets	70106
04-16-A91	1232	Modify Condensate Lines	3370
04-18-Z91		Install Roof-Top A/C Unit	13433
04-22-T91		Design and Install New Ceiling System	35150
05-21-B91		Rehab Basement (See Special Folder)	181141
05-21-G91		Mods to Waste Water Holding Tank	4838
05-21-T91		Install Warm Water Safety Shower	3750
05-23-F91	1148	Install Clean Room	29939

ATTACHMENT 8

C

Page No. 2 08/10/93

Completed Construction Tasks 03/01/92 Thru 03/01/93

Task Ord. Bldg	Job Descripition	Actual Cost
06-12-V91 123	2-C Install Sanitary Water Drain	12403
06-19-Q91 124	1 Install Security Fence	5625
06-19-R91 124	4 Install Metal over Glass in Door	2667
06-20-T91 N/A		76065
06-24-W91 124		29744
07-12-591 126		9524
08-05-U91 126		16792
08-07-191 1250		9532
08-16-P91 120		5192
	B-A Install Sheetrock & Vinyl Wallcovering	7752
08-23-J91 115		157338
	2-B DFI Ladder, Platform, & Handrails	2360
08-26-R91 58	· · · · · · · · · · · · · · · · · · ·	5477
09~04-Y91 N/		154762 9890
	O-A Relocate Aerodynamics Res. Tunnel	7 46 5
09-13-B91 125 09-16-X91 120		6388
	B-A Mods to Room 2131	4360
09-26-Q91 126		4172
10-09-M91 N/		16250
	8-A Upgrade Rooms 2128, 2128A, and 2130	13674
10-17-191 128		11800
10-17-091 118		165720
10-21-R91 129		5500
10~21-W91 128		9108
10-25-Q91 120	= =	2887
11-07-N91 120	2 Install Two Ceiling Hung Cooling Units	18424
11-07-V91 122	9-T Modifications to Trailer	15870
	7-A Modify Storage Room	8503
11-12-K91 124	·	24097
	3-C Additional Power to Rooms 151 and 153	11308
	8-B Const Concrete Slab to Support Freezer	2700
	4-T Install Two Modular Offices	15276
12-03-F91 116		6782
12-03-091 130 12-03-P91 130		9581 31612
12-09-191 64		23436
01-30-J92 127		14150
02-04-M92 64		8718
02-04-Q92 122		5000
02-10-E92 121		34875
02-18-M92 130		2690
03-04-Y92 122		16422
03-26-092 130	-	9945
04-15-k92 121		44476
04-17-R92 119	9 Install LP Tank, Gas, Sewer Lines	13140
05-08-892 125	1 Install Drop-In Ceiling	16105
05-28 - G92 129		37666
06-03-F92 123	3 Replace Pole in 115 KV Line	3500

Page No. 3 08/10/93

Completed Construction Tasks 03/01/92 Thru 03/01/93

Task Ord. Bldg	Job Descripition	Actual Cost
06-18-I92 1252 07-10-I92 N/A 08-06-F92 1228 08-17-H92 1197 08-20-L92 1152 08-20-M92 1200 08-20-T92 1284-B 08-21-V92 1162 10-29-F92 1300	Provide Soil Borings Stripe Parking Lot Construct Enclosure DFI Propane Infra-Red Heating System Replace Ceiling Tiles (8-28-Z91) Install Catwalk (11-16-P89) Install New Roof (1-7-F91) Correct Flooding Problem (4-3-A91) Repair Fire Escape (04-13-C92)	3429 8627 15009 16764 17774 7137 21424 4750 26818
*** Total ***		3489909

ATTACHMENT 8

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LANGLEY RESEARCH CENTER 1 993 ANNUAL FACILITY MAINTENANCE SCHEDULE

DATE DEC. 4, 1992	9 ,5	osd W	ORK	CONT	ROL 8	ECTIO	N						
FACILITY	BLDG NO.	J	F	M	Α	M	J	7	Α	8	0	N	D
SED SYSTEMS LAB	1272	12/39-											
FLIGHT CONTROL RESEARCH	1168	12/28-											
LOGISTICS & PROPERTY	1169	12/28-											
HPTA	1275	12/28-											
IMPACTING STRUT & VORTEX	720B	48											
BASIC AERO. RESEARCH TUNNEL	1214	4-8						<u> </u>					
20' VERTICAL SPIN TUNNEL	645	4-8											
PROJECTS OFFICE	1300	11-15											
FOUNDRY	1237A	11-22											
COMPOSITE MODEL SHOP	1238	11-22											
SPACE TECH/FAB SHOP	1232	11-22											
EMERGENCY EQUIPMENT STORAGE	1156	18-22											
GATEHOUSE & HEATING PLANT	1154	18-22											
12' LOW SPEED TUNNEL	644	25-29											
	1162	25-29											
SYS SAFETY QUAL & REL	1285/1286	25-29							·				<u> </u>
GROUNDS MAINTENANCE	1283		1-5										
ELECT CONT LAB	1292		1-5										
BUILDING TRADES SHOP	1284A		1-5										
STORAGE BUILDING CER HEATED COMB/7"M-7 TUNNEL			1-5										
	1257-1262		8-12										
AIRCRAFT LANDING DYN COMP FREQUENCY CONVERTER BLDG	1235		8-12	29	2								
	647		15-19										
GENERAL ROTOR AERO LAB	1225		15-26										
EXPERIMENTAL MACHINE SHOP	1244A		22-26										
WATER TANK #2	1218A		22-26										
ANECHOIC NOISE FACILITY	1219		22-26	_					,				
Larc HEADQUARTERS	1244	-	22-20	1-5									
HANGAR COMPLEX	1220			1-3									
SIMULATION RESEARCH LAB		-		8-12									
PHOTO LAB & SOLAR FIELD	1155			8-26				 	1				
8' TRANSONIC TUNNEL	640			15-19									
PROF SERVICES ANNEX	1153			15-19									
MANAGEMENT SUPPORT	1151			22-26				 	 				
GRAPHICS	1163			22-26								 	
IMPACT DYNAMICS COMPLEX	1297			27-28			 	1	t	11-12	1	Π	
DATA REDUCTION COMPLEX	1268			27-28	2			 	1				
0.3 HETER TRANS CRYO TUNNEL	1198/1199				5-9			1					
A/C SHOP/PLANT SUPPORT					5-30		l —	1					
7X10 FT TUNNEL	1212	-			12-23								
FULL SCALE TUNNEL/PLUM TREE	12120					7		1					
4X7 METER TUNNEL	1212C				- 20	3-7	1	1			1		
GATE 5 GUARD HOUSE	1101					10-28		 					
TRANSONIC DYN TUNNEL	1166/1167					17-21	 	 					
HAZ WASTE/PCB STORAGE	1166/1167					24-28	•	 					
FINANCIAL MANAGEMENT	1192					24-28							
CHILD DEV CENTER/ASTRON CLUB	1231	ļ						 	1				

STETCHS ENGINEERING DEVEL. 1204		1 14470		•								. 246		
PROF SERV & OCCUP MEDICINE 1149 7-11 155 7-11 155 155 155 155 155 155 155 155 155		1		1			÷-> 31	4 %	3.642	nechie.		2,732	: .	1.54
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TELEPHONE SUITCH ROOM 1211 19-23	CONT FLOW HYPERSONIC TUNNEL		ļ	ļ	 	ļ	 	28			 	-		┼──
PUBLICATIONS FACILITY 1152 24-30	ACQ/PERS TRAINING CLASS	1195A		ļ	 	 	 			ļ <u>.</u>	 -	 		
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PUND/SYS ENVIRON TEST FAC 1159	PUBLICATIONS FACILITY	1152	ļ				<u> </u>		24-30		<u></u>		<u> </u>	}
16 TRANSONIC TUNNEL	PRINTED CIRCUIT LAB	1270		<u> </u>		<u> </u>	<u> </u>		26-30					ļ
DET EXIT TEST FACILITY	PURO/SYS ENVIRON TEST FAC	1159	<u></u>				1		26-30			<u> </u>		↓
DRIVE CONTROL BUILDING 1241 NATIONAL TRANSONIC TUNNEL 1236 EVAL. & INFO CENTER 1130T RYPERSONIC PROP TEST 1221 CAS DYN COMPLEX 1247 COMPRESSOR STATION 1247E STRATTON ROAD SUBSTATION 1247E STRATTON ROAD SUBSTATION 1248 SPACE ENVIR EFFECTS 1120 COMPRESSOR STATION 646 11-15 COMPRESSOR STATION 646 300 FSI COMP 582 300 FSI COMP 582 311-22 26 INFAR28 TRANSONIC TUNNEL 583 6819 TRANSONIC TUNNEL 585 6819 TRANSONIC TUNNEL 585 6819 TRANSONIC TUNNEL 585 CONTROL RM ENG SUPPORT 1271 18-22 CONTROL RM ENG SUPPORT 1271 STRUCTURES LAB 1148 1148 1148 1255 FAIIGUE RESEARCH LAB 1202 STABILITY & CONTROL LAB 1298 VENICLE ANTERNA LAB 1299 VENICLE ANTERNA LAB 1293 8-19 FILGH TEMPERATURE TUNNEL 1265 NITROGEN PUMPING STATION 13-26 NITROGEN PUMPING STATION 1277 RESEARCH LAB 1293 SYSTEMS ENGINEERING BLDG 1299 SYSTEMS ENGINEERING STATION 1277 RESEARCH LAB 1201 SYSTEMS ENGINEERING STATION 1276 SYSTEMS ENGINEERING BLDG 1299 SYSTEMS ENGINEERING BLDG 1299 SYSTEMS ENGINEERING BLDG 1299 ENVIRONMENTAL LAB 1200 SYSTEMS ENGINEERING COMP 1200 RESEARCH 1201 SYSTEMS ENGINEERING BLDG 1256 SHIPPING & RECEIVING COMP 1206 SHIPPING & RECEIVING COMP 1206 STRUCTURES & DYN RESEARCH 1229 ENVIRONMENTAL LAB 1230 SHIPPING & RECEIVING COMP 1206 STRUCTURES & DYN RESEARCH 1229 NASA FIRE STATION 1248	16' TRANSONIC TUNNEL	1146					<u> </u>			2-27				<u> </u>
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MATIONAL TRANSONIC TUNNEL 1236 2 24	DRIVE CONTROL BUILDING	1241							·	2-27				
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NYPERSONIC PROP TEST 1221		1130T								30	3			
CAS DYN COMPLEX		1221									7-17			
COMPRESSOR STATION 1247E 27 8				T							7-24			
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11-22 26 IN/6X28 TRANSONIC TUNNEL 583 11-22 26 IN/6X28 TRANSONIC TUNNEL 585 11-22 28 11-22 28 11-22 28 11-22 28 11-22 28 11-22 28 11-22 29 29 29 29 38 29 38 29 38 38 38 38 38 38 38 3				 	 	-								
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SCHEDULED MAINTENANCE SHUTDOWN INFORMATION

- 1. ALL REQUIRED MAINTENANCE OR MODIFICATIONS THAT CAN <u>ONLY</u> BE ACCOMPLISHED DURING THE SHUTDOWN PERIOD, NEED TO HAVE A WORK REQUEST SUBMITTED WITH PROPER JUSTIFICATION AND SIGNATURES.
- 2. FACILITY COORDINATORS A WORK REQUEST SHOULD BE GENERATED WHEN A PROBLEM IS FOUND (REGARDLESS OF THE TIME OF YEAR) AND DESIGNATE THE INTENT TO BE DONE DURING THE MAINTENANCE SHUTDOWN PERIOD. THIS PROCEDURE WILL AID IN PREPLANNING AND ALLOT MORE TIME FOR ORDERING PARTS, IF NECESSARY.
- 3. NASA PRODUCTION CONTROLLERS FOR Q1 PURPOSES, ALL COMPUTERIZED MAINTENANCE SHOULD BE INPUT ON "1ST" WORK REQUEST CODE ASSIGNED FOR SHUTDOWN.
- 4. INHOUSE AND CONTRACTOR CRAFTS COMPUTERIZED
 MAINTENANCE MAN-HOURS FOR EACH CRAFT WILL BE BROKEN DOWN
 FOR EACH BUILDING (SEE SEPARATE CRAFT BREAKDOWN SHEET). THIS
 AIDS THE INDIVIDUAL CRAFTS IN APPLYING APPROPRIATE MANHOURS TO PROPER BUILDING.
- 5. OTHER PERTINENT INFO CONCERNING SHUTDOWN:

OUTLINE FOR BLDG. ANNUAL PM SHUTDOWN

WORK ORDER CODE: 8-90-D93

PRIME CONTACTS FOR MAINTENANCE EFFORT

FACILITY - R. MCHATTON _ 4-5159

OSD/WCS - AZ - 4-3680

CONTRACTOR - JEFF KIRBY - 4-6269

SPECIAL NOTES

- 1. Any proposed additions or changes must be approved by the facility shutdown coordinator and forwarded in writing to the Work Control Section.
- 2. It is the responsibility of each trade to notify the facility shutdown coordinator as to the start and completion of each task, including completion of computer sheets.
- 3. Each item listed on the computerized PM worksheet shall be legibly initialed and dated upon completion.
- 4. Enter NASA equipment numbers on computer sheets where appropriate.
- 5. Completed computer sheets shall be forwarded to M/S 166B within five (5) work days following work completion.
- 6. If any computerized maintenance item cannot be completed within schedule, the facility coordinator shall contact the NASA technical organization for concurrence.
- 7. Safety Requirement Established at initial meeting.





LANGLEY RESEARCH CENTER

SA-05-90

DATE: March 21, 1990

TO:

All Facility Safety Heads All Facility Coordinators

All Contractor Safety Representatives

FROM:

429/Safety Manager, Head, Safety Engineering Branch,

SSORD

SUBJECT: Waste Oil Disposal

Personnel are reminded of the requirement to segregate waste oil from other materials. Fifty-five gallon drums for waste oil accumulation are assigned log numbers and are issued to specific facilities. Upon turn in, the drums are checked to assure proper If proper segregation has not been practiced, the responsible facility will be contacted to assist it in complying with EPA regulations.

Personnel are also reminded not to over fill drums. A minimum head space of three inches is required.

Arrangement for transfer at waste oil drums to temporary storage prior to removal off-site during facility shutdowns and/or scheduled maintenance is the responsibility of the organization performing the maintenance. Sign-off on LaRC Forms 44 and 40 by contract COTR's or by contractor supervisors with COTR approval is acceptable.

U William Wessel V. William Wessel

4SAFE



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WHICH MEANS TAX DOLLARS ARE WASTED DISPOSING OF THE OIL

ALSO

DO NOT OVER FILL OIL DRUMS
THIS CREATES ADDITIONAL PROBLEMS DISPOSING OF THE OIL

A MINIUM HEAD SPACE OF THREE INCHES IS REQUIRED



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WORK REQUESTS TO BE PERFORMED DURING SHUTDOWN PERIOD

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- Provide Any Rigging Sunicio as Required. 31
- Provide ElecTRICAL SOKULES AS REQUIRED. 12

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31 Provide All NecessARY Rigging Services

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NASA Langley Form 69 (Rev. January 1987)

December 1983 Edition May Be Used

Prescribing Documents LMI 1500.5, LMI 7234.1, & LMI 8000

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ATTACHMENT 8

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LEGEND OF ORGANIZATION AND CRAFT DESIGNATIONS

	CRAFT	NORMAL			RESP.
ORG.	CODE	ROUTING	<u>ACTIVITY</u>	DIV/SEC	TION/UNIT
FAC	10	1/11	FACILITY TECHNICIAN		EACH FAC
310	12	1/11	ELECT. FACILITIES (MAIN DR. EQUIP.)	OSD	EDASOS
310	13	NPS	ELECT. FACILITIES (MAIN DR. EQUIP.)	OSD	ED&SOS
330	14	1/11	POWER DISTRIBUTION SYSTEM	OSD	LAPES
570	15	1/11	ELECTRONICS	FAB	FEDU
130	16	NPS	AIR CONDITIONING (ELECT. CONTROLS)	OSD	MESS
330	17	NPS	POWER DISTRIBUTION EQUIP.	OSD	LAPES
330	18	1/11	PLANT ELECT, SECTION (GENERAL)	OSD	LAPES
330	19	NPS	PLANT ELECT. SECTION (GENERAL)	OSD	LAPES
1.30	20	NPS	PLANT MECHANICAL	OSD	MESS
410	21	- 1/11	WELDING & SHEETMETAL	FAB	MIDS
140	22	NI'S	WELDING/BURNING	OSD	FSS
140	23	1/11	PIPEFITING	OSD	FSS
150	24	DISV	UTILITIES OPERATION	OSD	UCS
140	25	NPS	INSULATION	OSD	FSS
140	26	NPS	COMPONENT VERIFICATION	OSD	FSS
130	27	1/11	MECHANICAL	OSD	MESS
130	28	NPS	CRANES & ÉLEVATORS	OSD	MESS
430	29	NPS	FACILITY MECHANICAL	OSD	MESS
130	30	NPS	AIR CONDITIONING SYSTEMS	OSD	MESS MESS
1.30	31	Nrs	RICGING	OSD OSD	FSS
140	32	1/11	SYSTEMS CONTROLS	OSD	FSS
140	33	Nrs	PIPERITING	FAB	MP&DS
420	31	1/11	NON DESTRUCTIVE TESTING/CERT.	OSD	rsss
390	35	NPS	CONSTRUCT, & REPAIR (CARPENTERS)	OSD	PSSS
390	36 27	•••	CUSTODIAL (HARVEY'S)	OSD	PSSS
390 210	37 38	 1/11	GROUNDS (MLB) SAFETY OFFICE	SSORD	SMU
330	.xo 39	GE	INDUSTRIAL EQUIPMENT	OSD	LAPES
	<i>39</i> 40	NPS	ENGR. (INSPECTION GROUP)	SSQRD	
613	41	NPS	ENGINEERING SERVICES	OSD	PCS
320	42	1/11	COMPOSITES & MODELS DEV. SECTION	FAB	C&MDS
130	43	NPS	SHEETMETAL	OSD	MESS
150	41	• •••	CITY OF HAMPTON	OSD	UOS
220	45	1/11	MACHINE SHOP	FAB	AMDS
320	46	1/11	MODELS COATING UNIT	FAB	MCU
600	47	1/11	MANAGEMENT SUPPORT	MSD	
614	48	1/11	CIVIL ENG. & ARCHITECTURAL SECT.	FENGD	CE&AS
612	49	1/11	FACILITIES UTILITIES SECTION	FENGD	FUS
613	50	1/11	PLANT SUPPORT SECTION	OSD	PCS
631	51	1/11	FAC. AUTOMATED CONTROLS SECTION	FENGD	FACS
632	52	1/11	PROCESS SYSTEMS SECTION	FENGD	PSS
626	53	1/11	MECHANICAL ENGINEERING SECTION	FENGD	
627	51	1/11	STRUCTURAL ENGINEERING SECTION	FENGD	
628	55	1/11	FRACTURE MECHANICS ENG. SECTION	FENGD	
620	5 6	CALSPAN	1236: OPS, MAINT,	OSD	TSSD
390 •	57	NPS	CONSTRUCTION & REPAIR (PAINTERS)	OSD	PSSS
390	58	NPS	CONSTRUCTION & REPAIR (MASONS)	OSD	PSSS
390	59	NPS	CONSTRUCTION & REPAIR (ROOFERS)	OSD	PSSS
634	(6)	1/11	ENERGY & ENVIRONMENTAL SECTION	FENGD	E& AS
390	61 .	NI'S	LABORERS	OSD	PSSS
613	€2	NPS	EG&G CONTRACT OFFICE	OSD	PCS
	ส	NPS	CORROSION CONTROL CONTRACT	OSD	PSSS
	61	NPS	UCS	OSD	MESS
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ATTACHMENT 8

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AMDS Advanced Machining Development Section

C&MDS Composites & Models Development Section

CALSPAN Calspan Corporation

CE&AS Civil Engineering & Architectural Section

DTSV Diversified Technology & Services Of Virginia

E&AS Engineering & Environmental Section

ED&SOS Electrical Drives & Systems Operations Section

EFDS Electronics Fabrication Development Section

FAB Fabrication Division

FACS Facilities Automated Controls Section

FENGD Facilities Engineering Division

FMES Fracture Mechanics Engineering Section

FUS Facilities Utilities Section

FSS Fluid Systems Section

GE GE Government Services

I/H In House

L&PES Laboratory & Plant Electrical Section

MCU Models Coating Unit

MES Mechanical Engineering Section

MESS -- Mechanical Equipment Support Section

MP&DS Materials Processing & Development Section

MSD Management Support Division

MTDS Metals Technology Development Section

NPS Non Personal Services

OSD Operations Support Division

PCS Plant Contract Section

PSS Process Systems Section

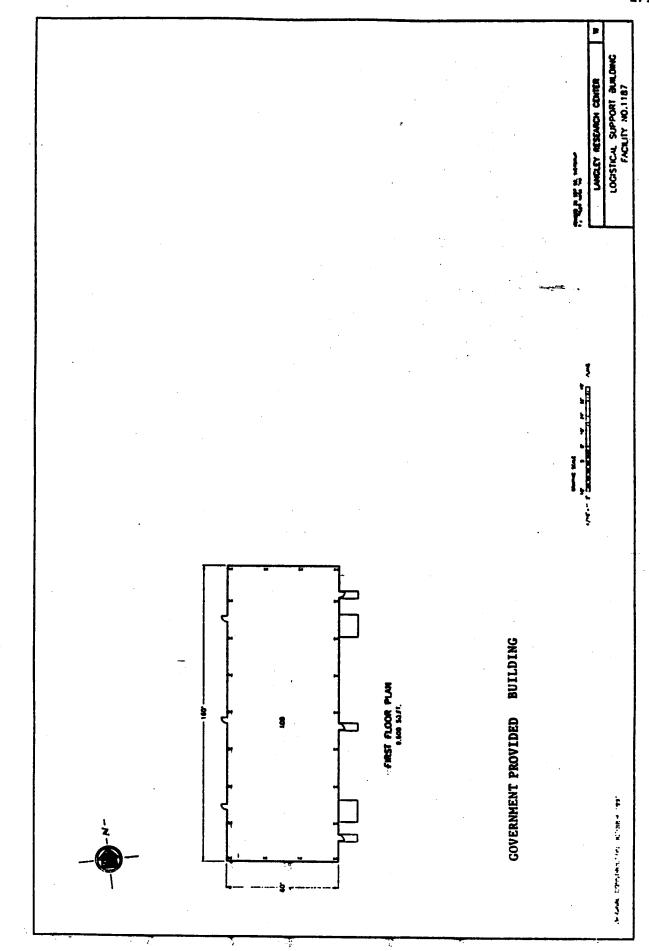
PSSS Plant Support Services Section
SES Structural Engineering Section

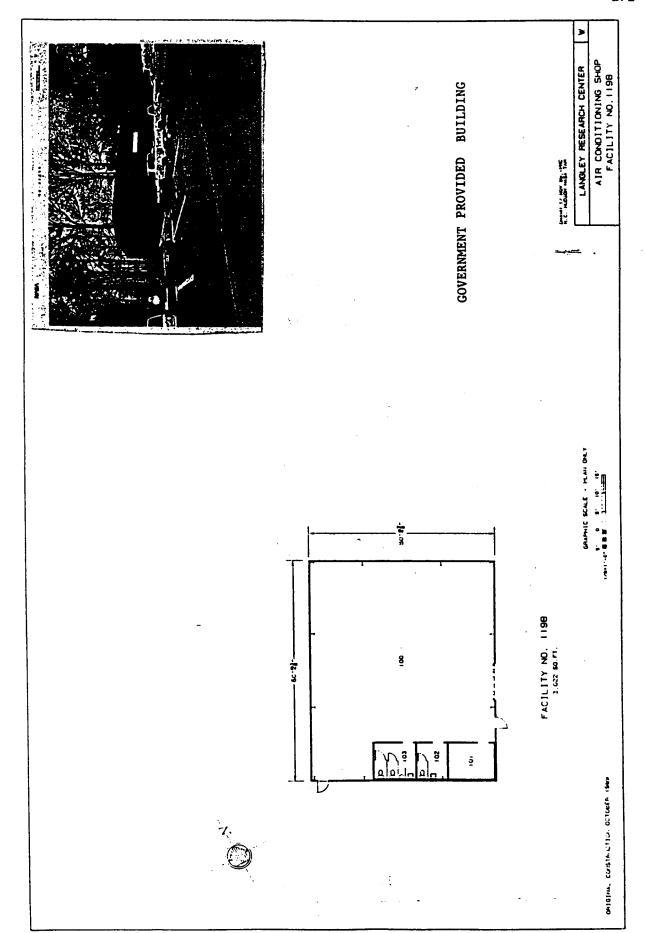
SSQRD Systems Safety, Quality & Reliability Division

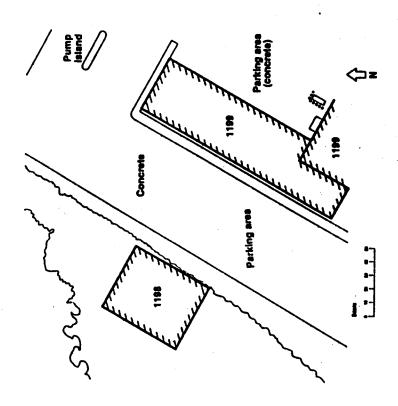
TSSD Technical Support Section "D"

WCS. Work Control Section

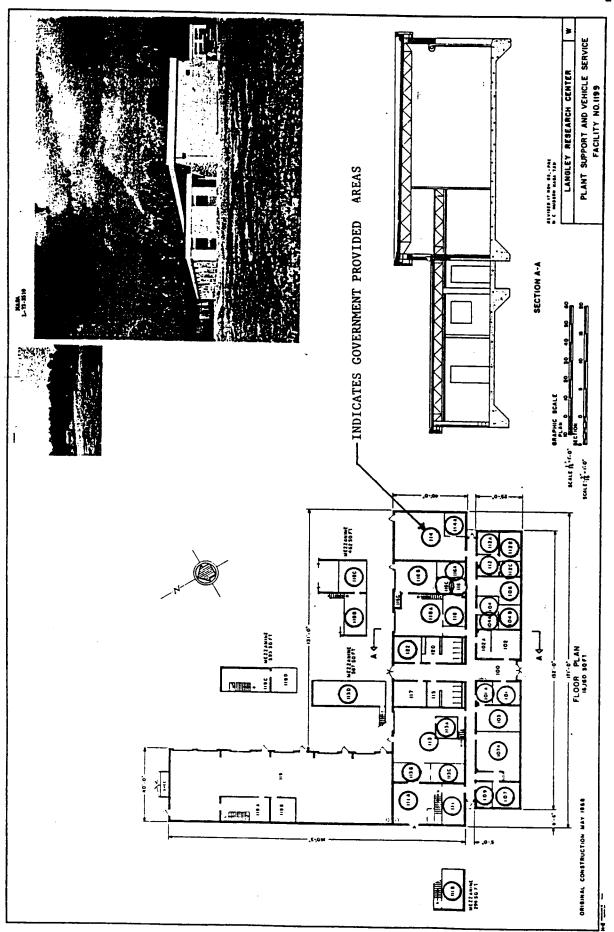
ATTACHMENT 9 SHOP AREA AND FACILITIES DRAWINGS

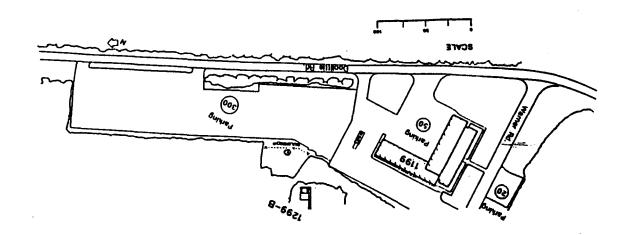


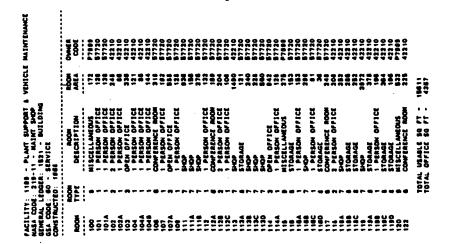


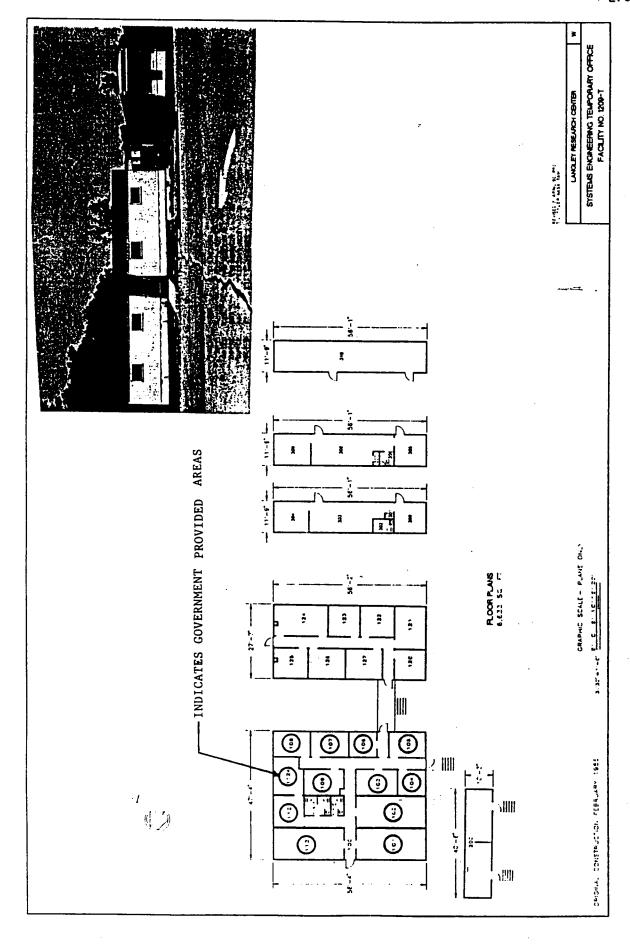


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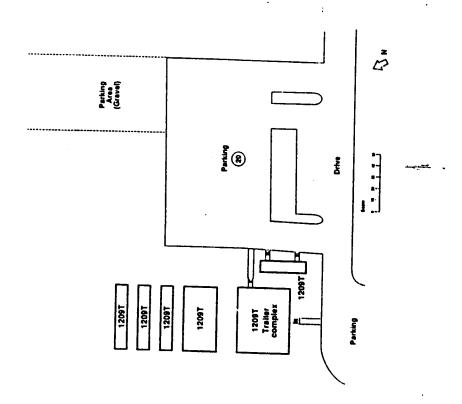




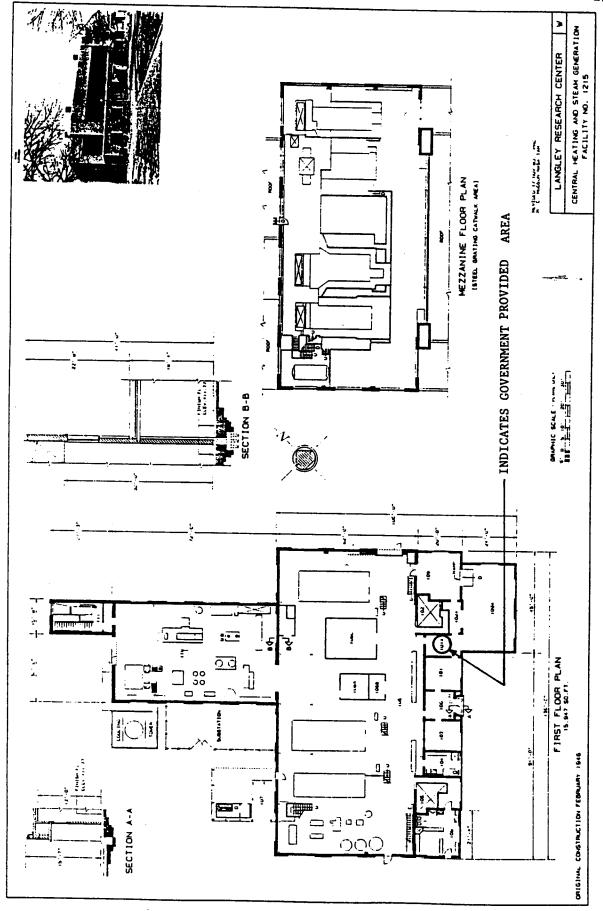


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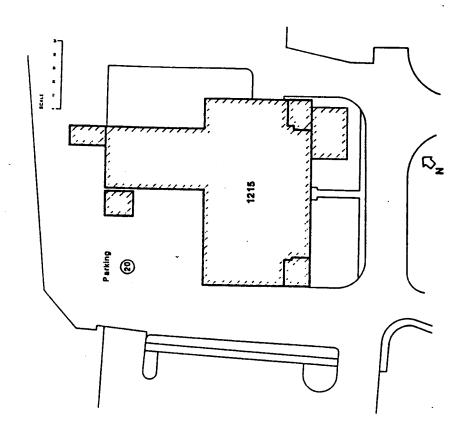
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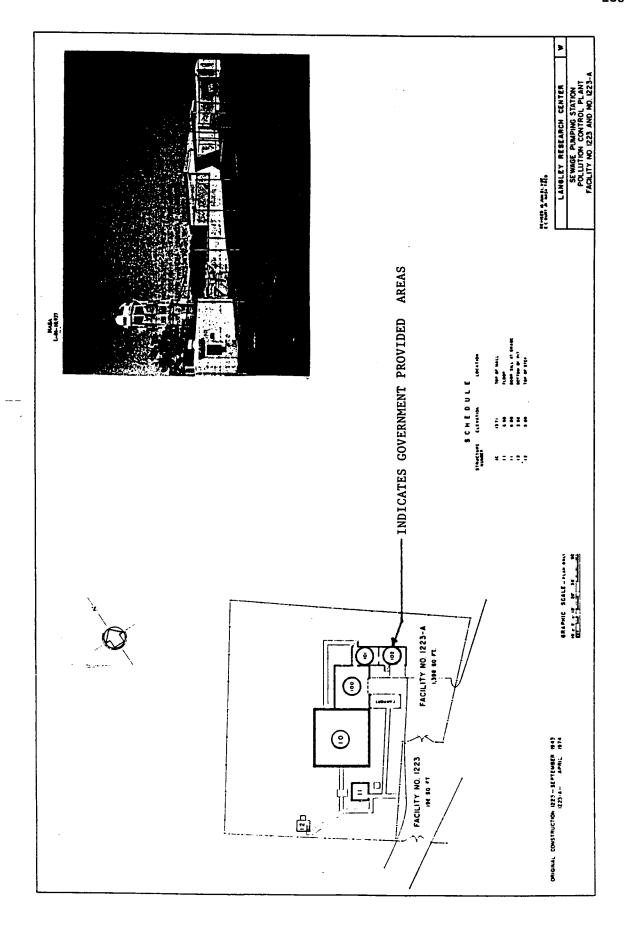
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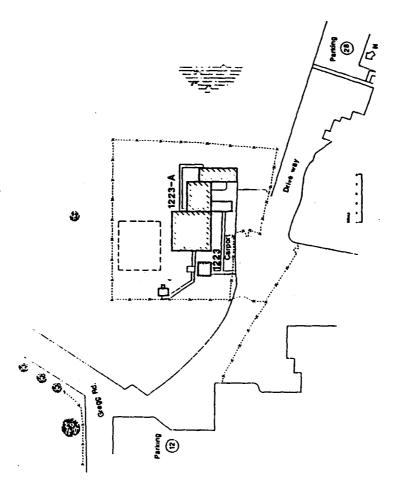
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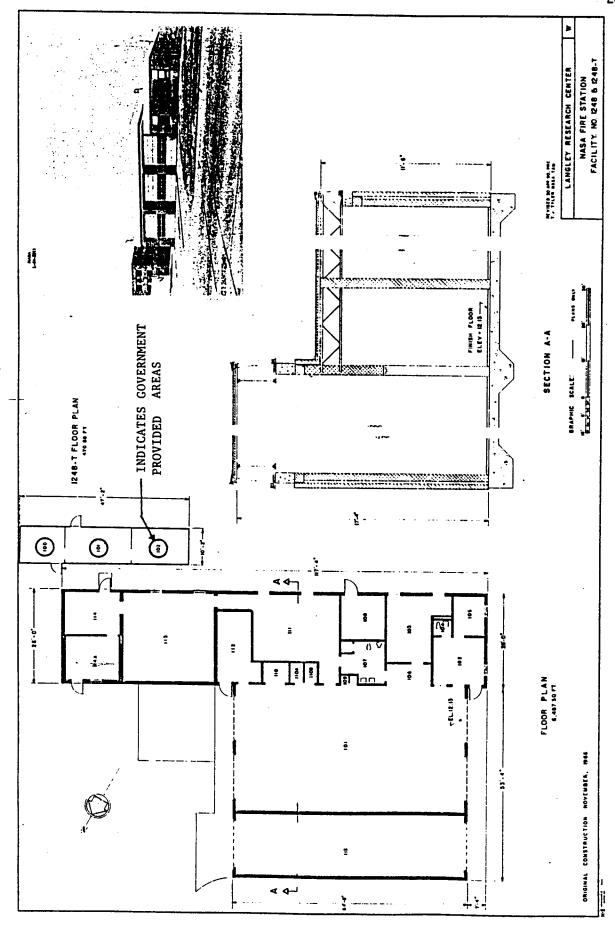


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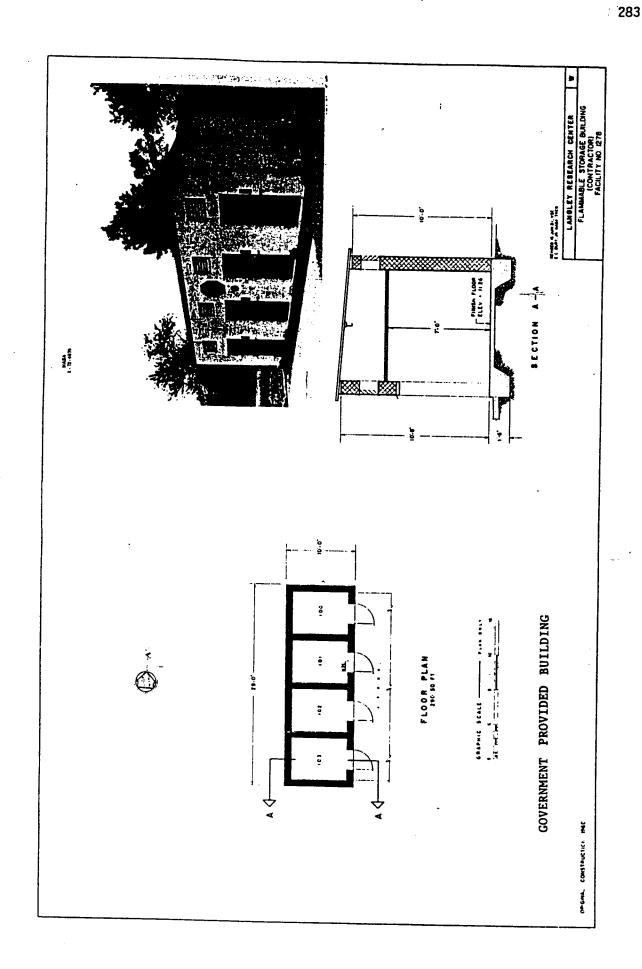


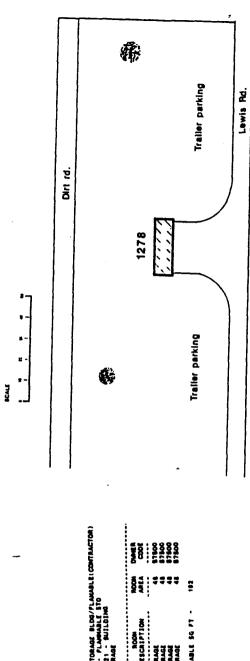


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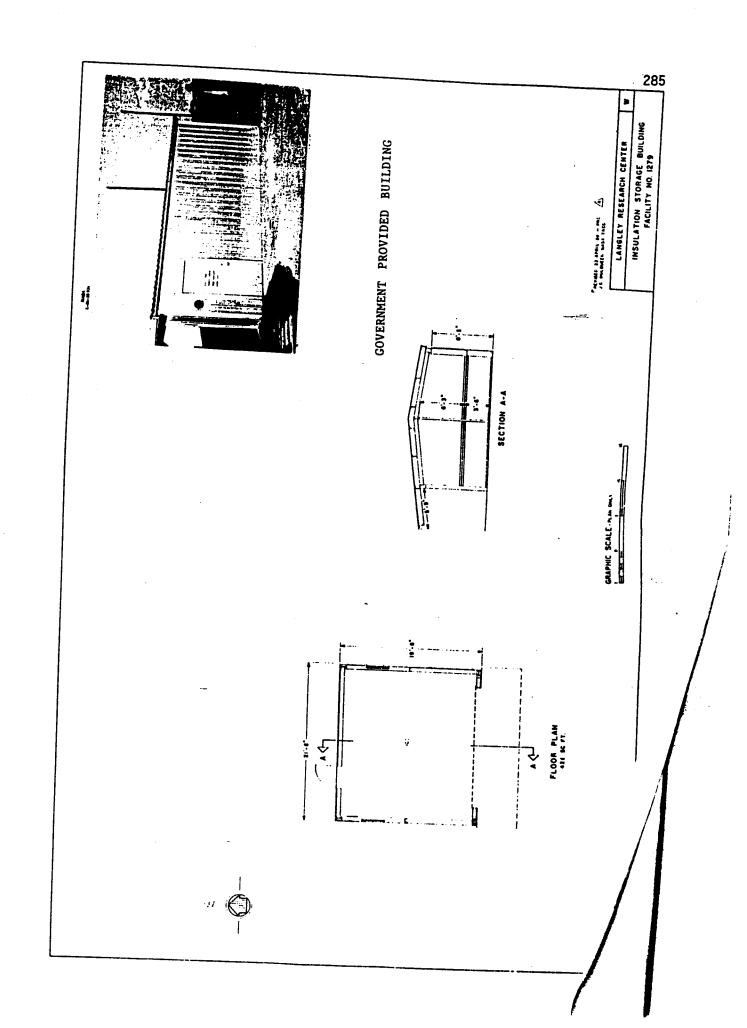


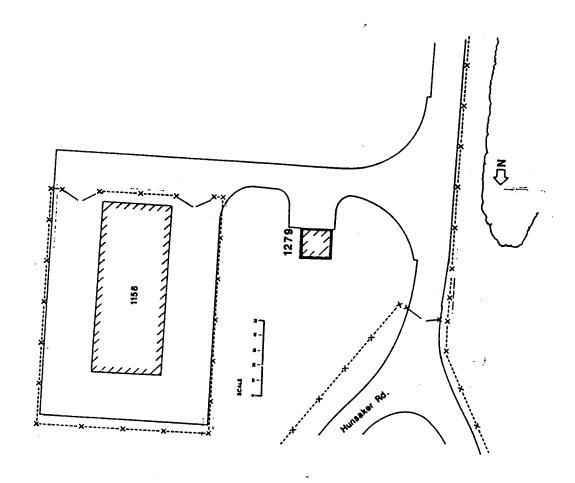
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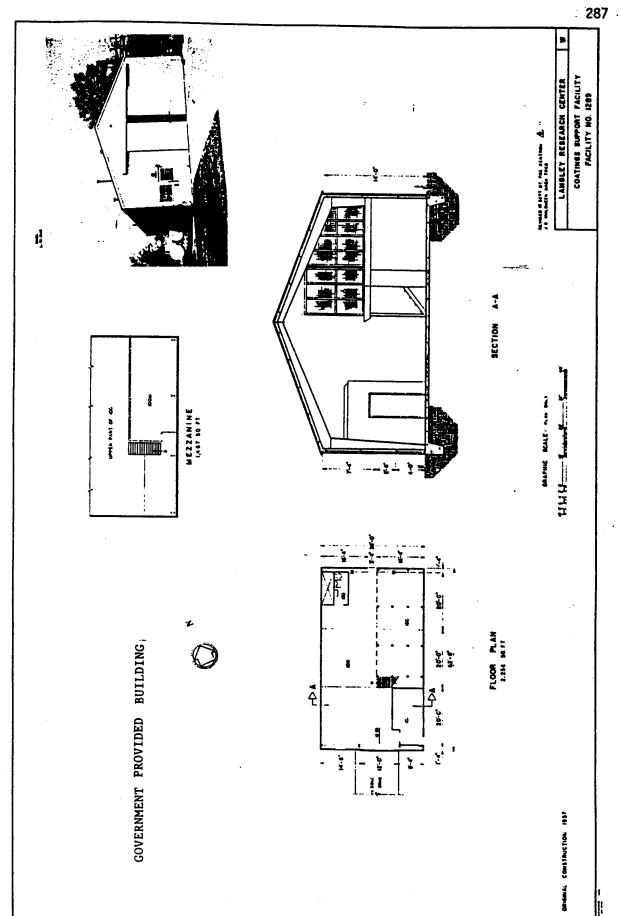


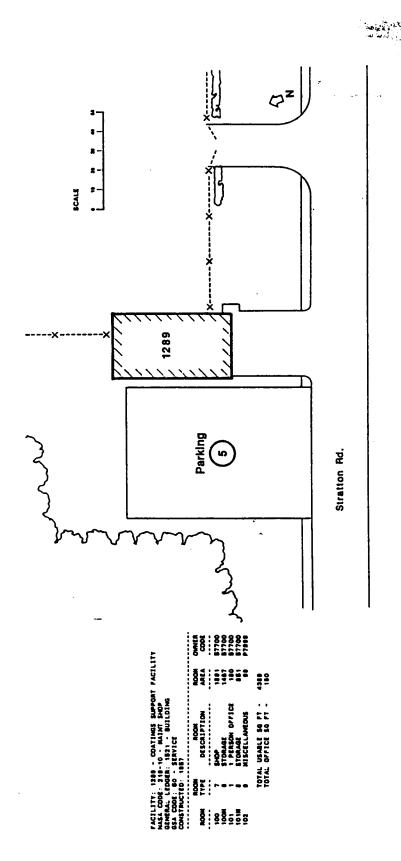
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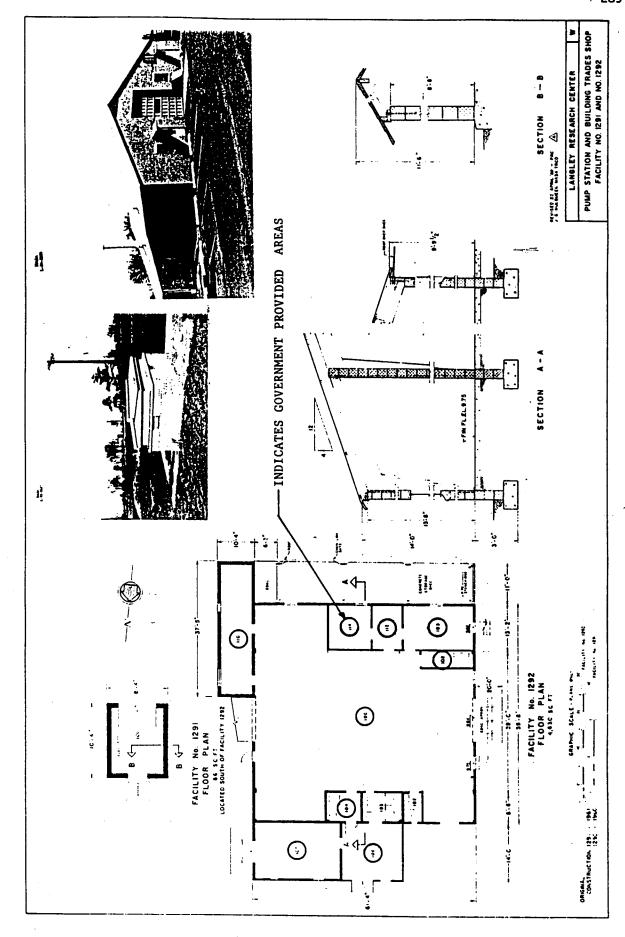


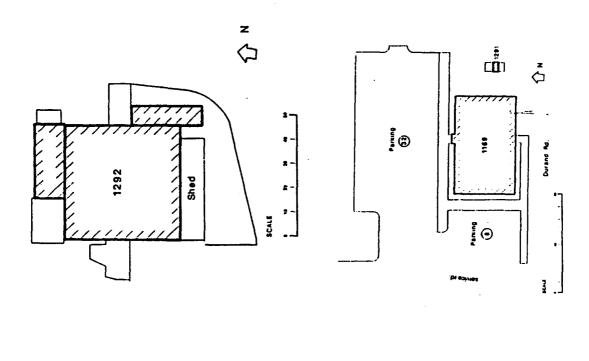
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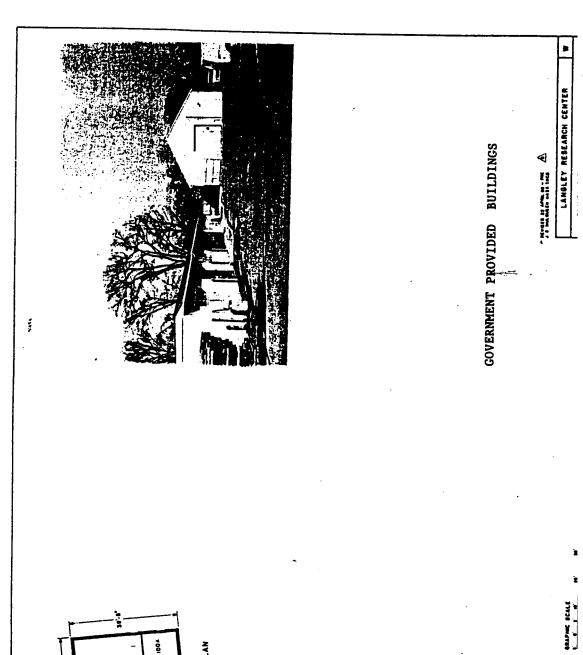
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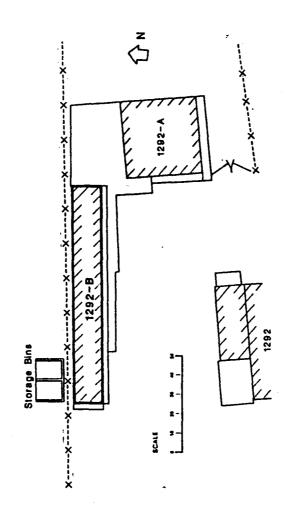


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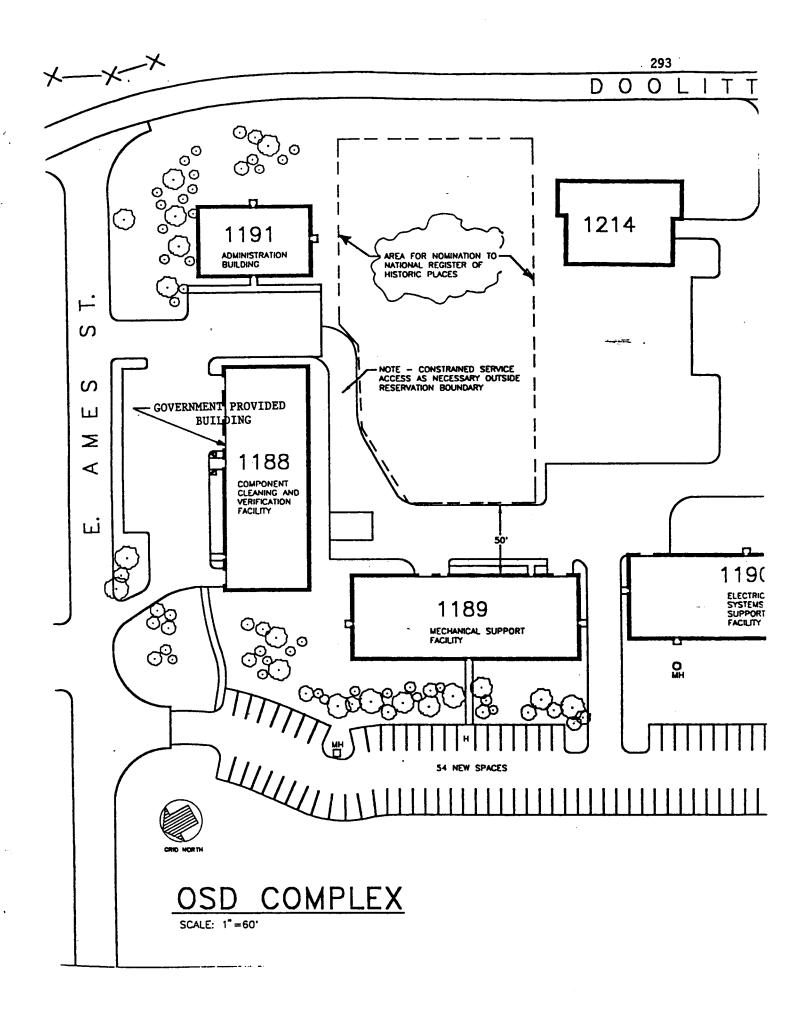


1292-B FLOOR PLAN



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AMENDMENT OF SOLICITATION	ON/MOD	DIFICATION					1	3
2. AMENDMENT/MODIFICATION NO.	3. EFF	ECTIVE DATE	4. REQUISITION/PUR	CHAS	E REQ. NO.	5. PROJECT	NO. (If ap	plicab ie)
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11. THIS I	TEM ONL	Y APPLIES TO	AMENDMENTS OF S	OLIC	ITATIONS			
The above numbered solicitation is amended tended	as set fort	h in Item 14. The h	our and date specified fo	r recei	pt of Offers	is extend	led, X	is not ex-
IT MODIFIE	APPLIES	ne solicitation and to tired) SONLY TO MODE SONTRACT/ORE	his amendment, and is re	NTR/ BED	ACTS/ORDEI	RS,	nd date spec	cified.
B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH IN					·			
C. THIS SUPPLEMENTAL AGREEMENT					.103(6).			
D. OTHER (Specify type of modification a	nd as thoris	· · · · · · · · · · · · · · · · · · ·						
U. OTHER (Specify type of modification a	na aqınorı							·
E. IMPORTANT: Contractor is not,	isr	equired to sign t	nis document and retu	ırn	copie	es to the issu	uing office).
Subject: NASA Request for Support Services	Propos	al 1-56-570					ter where fe	asible.)
The purposes of this amenda questions and answers; (3) on October 27, 1993; and p	provi	ide informat	ion presented	at t	he prepro	oposal c	de onferen	ce ·
Except as provided herein, all terms and condition	•	NTINUED ON locument reference	ATTACHED PAGES) nereto:	'ore changed, re	mains unchai	nged and in	full force
and effect. 15A. NAME AND TITLE OF SIGNER (Type or			16A. NAME AND TIT					
			ROSEMARY	C. F	ROEHLICH			
158. CONTRACTOR/OFFEROR		15C. DATE SIGNE		S OF	AMERICA	Much	,	Y-93
(Signature of person authorized to sig	m)	<u> </u>	(Signatu	re 91	contracting Off	icer)	1//	<u> </u>

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105

STANDARD FORM 30 (REV. 10-83 prescribed by GSA FAR (48 CFR) 53.243

- A. The solicitation is changed as follows:
- 1. Exhibit C, Paragraph B.3, last line, delete the word "and" and add ", and calibration equipment"
- 2. Section H, H.14, Paragraph D, add the sentence "All construction subcontracts shall be firm fixed price unless approved in advance by the Contracting Officer."
 - 3. Section I, I.1, delete Clause "18-52.216-76, Award Fee (DEC 1988)."
- 4. Section I, I.2, add the following Clause "18-52.216-76, Award Fee for Service Contracts." Add the full text clause as "1.28":
- I.28 AWARD FEE FOR SERVICE CONTRACTS (NASA 18-52.216-76) (SEP 1993)
- (a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in Section B, B.3 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 NASA Langley Financial—Management 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 B, B.3. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- (e) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.
- 5. Section I, I.1 add "Alternate I" to Clause 18-52.245-71. For information purposes the alternate language reads as follows:
- "(3) The Contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer."
- NOTE: The Logistical Support Building identified in Attachment 9, Page 271 is part of the Installation-Provided Government Property in Exhibit C, Page 75. This building is available to be used as a receiving facility for Contractor acquired property.

6. a. Exhibit B, I. add W as follows:

"W. Documentation for Transferring Property to the Government

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

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

b. Exhibit B, II.C. add:

"Documentation for Transferring Property to the Government

I-1"

7. Section L, L.30, third sentence, is deleted in its entirety and the following sentences are substituted therefor:

"The Contracting Officer has determined that a goal of eight percent of the five-year base effort total dollar value of your proposal (excluding the cost and fee for the additional level of effort and the six one-month options) is a suitable minimum goal for small disadvantaged businesses. That goal constitutes the minimum acceptable small disadvantaged business subcontracting goal for contract award."

8. Section L, L.31, Paragraph C.2, the sixth sentence is deleted in its entirety and the fifth sentence is restated as follows:

"Narrative text should be no smaller than 12 point size with double-spacing between lines."

- 9. Attachment 5, Cost Forms, add Enclosure 1 included herein as Page 205A. This page reflects the introduction and ending statements included on the NASA provided (upon request) Cost Form diskette, one page.
- B. Enclosure 2, Copies of Preproposal Conference View Graphs. The conference was held on October 27, 1993. (NOTE: Photographs are not included as they cannot be copied.), 36 pages.
- C. Enclosure 3, Listing of Preproposal Conference Attendees, four pages.
- D. Enclosure 4, Questions and Answers applicable to this RFP, three pages.

Page 3 of 3 1-56-5700.3200 Amendment No. 1 ENCLOSURE 1
SOLICITATION 1-56-5700.3200
PAGE 205A

INTRODUCTION

are finding ways to improve efficiency. Although your cost proposal must be submitted on a SF 1411 and supported as required by Table 15-2, we now require "selected" cost information (Cost Forms A-E) to be instructions found in Section L.31.E. of the RFP and those below will help insure a timely and fair evaluation. consistent evaluation of all proposals. Your help in this matter is extremely important. Following the submitted in a NASA designated format. This reduces duplication of effort, minimizes errors, and allows a NASA Langley Research Center thanks you for your interest in this procurement. We, like all organizations,

allows data produced by formulas, referenced cells, etc. to "flow" through the applicable portions of all Cost Submit all Cost Forms A-E, along with supporting rates and factor data, under a single file name. This

the Cost Forms to DCAA approved rates and factors. those classifications and/or rates in your established accounting system. This establishes an audit trail from Identify, explain, and reconcile any differences between Cost Form classifications and/or rates and

Form D). This makes your proposal data on the Cost Forms compatible with our evaluation software. However, you may change column widths, formats, fonts, etc. Do not move cells and do not insert or delete rows or columns (the exception is the line spacing on

Provide two copies of your diskette(s) to allow evaluation in the event one is damaged

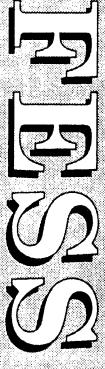
the Cost Forms. explained and their values supported. This allows for verification of formulas and lets changes "flow" through your costs. If possible, do not use absolute values; however, if absolute values are used they must be Your diskettes shall be true self-calculating, i.e., including all rates, factors, and formulas used to derive

END

BEFORE YOU SUBMIT THIS COST PROPOSAL, be sure you have complied with the instruction provided in Section L.31.E. of the RFP and in this diskette.

Have all categories and elements been addressed? Are the cell contents showing formulas rather than absolute values? Are all Cost Forms and supporting data under a single file name?

ENCLOSURE 2 PREPROPOSAL CONFERENCE VIEW GRAPHS



Facilities and Equipment Support Services RFP 1-56-5700.3200

PREPROPOSAL CONFERINCE

October 27, 1992

FACILITIES AND EQUIPMENT SUPPORT SERVICES PREPROPOSAL CONFERENCE AGENDA

RFP 1-36-3700,3300

9:00 a.m. 8:30 a.m.

Registration- Sign In

Procedural Comments Opening Remarks, LaRC Organization,

Acquisition Overview

9:15 a.m.

Break

930 a.m.

Technical Presentations

9:40 a.m.

LaRC Bus Tour

10:15 a.m.

Chairman, SEB Edgar J. Yarrington

Joseph S. Murray **Contract Specialist**

Robert L. Fixx, Jr., COTR

George F. Palko, Alt. COTR,

11:30 am - 1:00 p.m. Lunch, Question Preparation

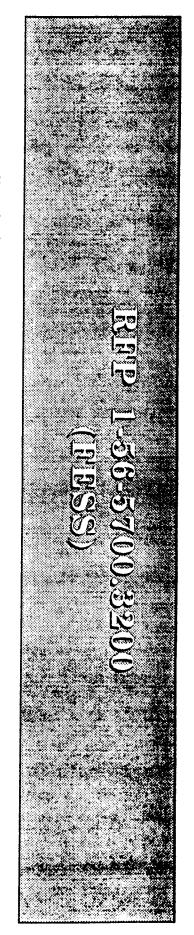
1:00 p.m. - 2:30 p.m.

Facility Tour

2:30 p.m. - 3:00 p.m. **Question and Answer Period**

> George F. Palko Robert F. Graham

SEB/Acquisition



NASA LANGLEY RESEARCH CENTER

- Founded in 1917
- First civil aeronautical research laboratory

- People: 2960 civil servants
 2300 on and near
 site contractors
- Facilities: \$1.6 billion replacement value

Mission: Aeronautics and Space Research

Aeronautics

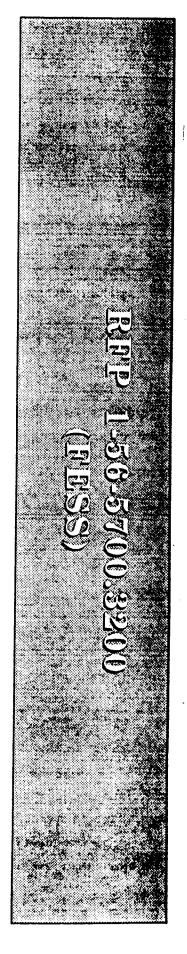
• Full range of disciplines

Space

 Selected disciplines and atmospheric science

60% of resources

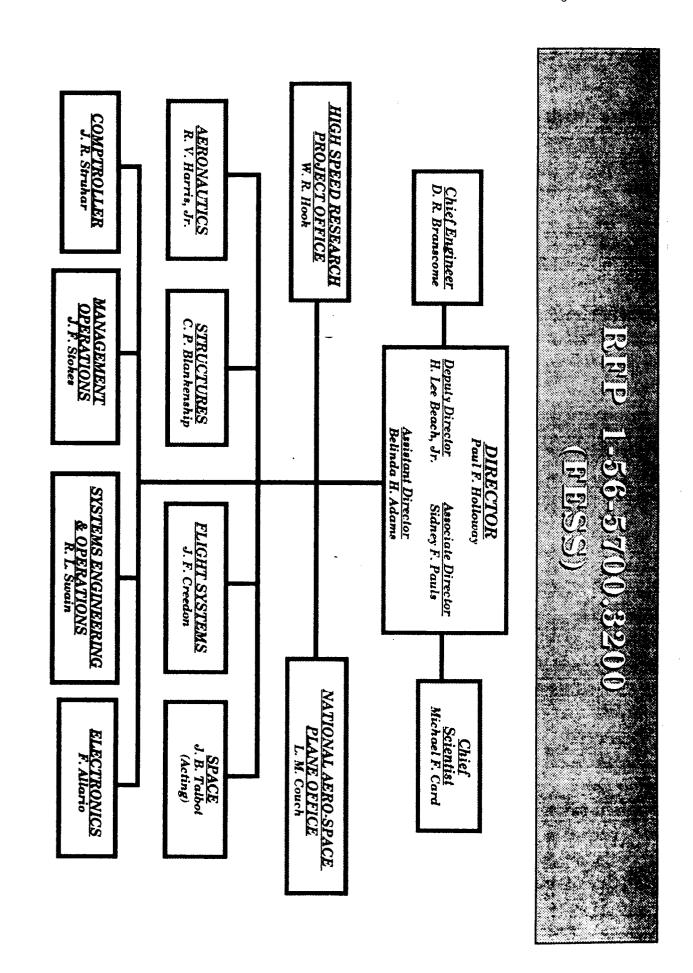
40% of resources

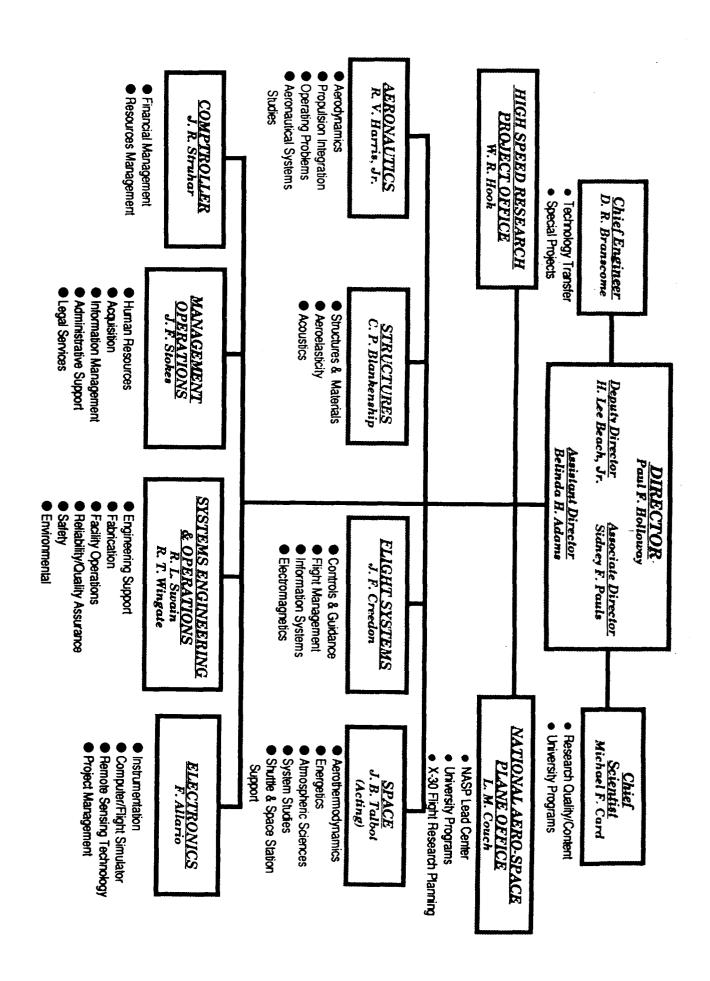


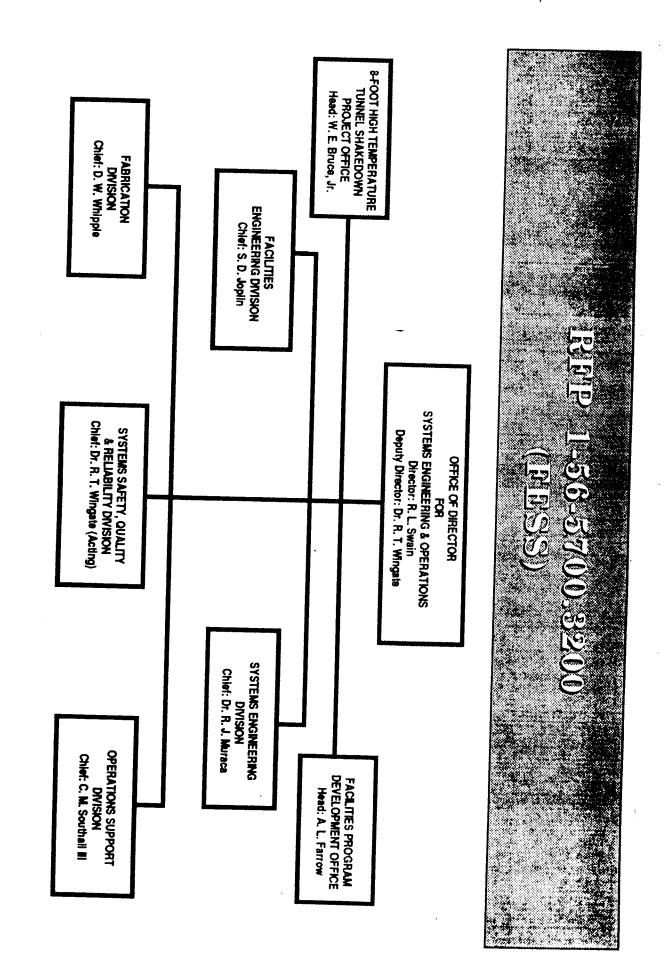
THE MISSION OF NASA'S LANGLEY RESEARCH CENTER

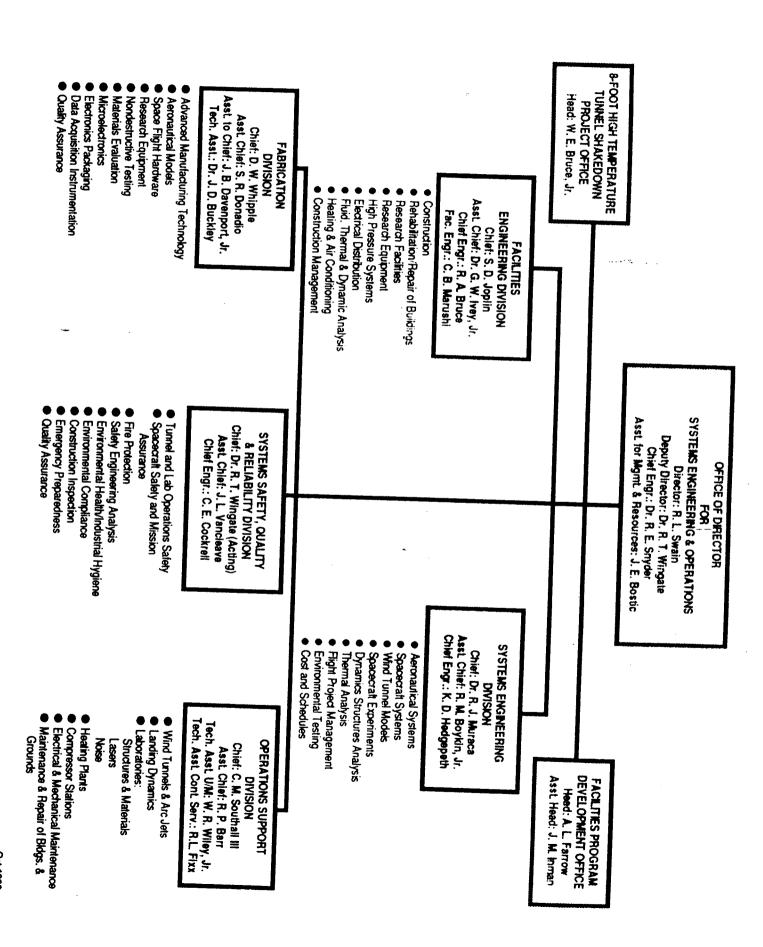
will be accomplished by: space disciplines, and atmospheric science. This mission States in a full range of aeronautics disciplines, selected To increase the knowledge and capability of the United

- Performing innovative research relevant to National needs
- Transferring technology to users in a timely manner.
- Providing development support to other U.S. centers. Government agencies, U.S. industry, and other NASA





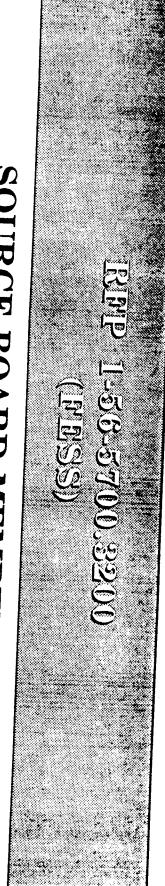




<u> KPP 1-56-5700.3200</u>

GENERAL GUIDANCE

- All questions and answers, copies of preproposal conference viewgraphs, and an attendance list will be forwarded to all firms on the bid list as Amendment l following this conference.
- construed as a revision unless subsequently confirmed by written amendment. All revisions to the RFP will be in writing: nothing said here today should be
- Government's objective is to keep all prospective offerors on an equal basis as regards government-provided information. General questions pertaining to pertaining to the RFP and proposal preparation should be submitted in LaRC bus tour and facility tour will be taken from the floor. Questions
- Written questions may be submitted at any time throughout the conference.
- Mary Jane Yeager, Assistant Branch Head, Services Contracts Branch. Murray, Contract Specialist, (see Section L.25 in the RFP) or, in his absence, All communication in reference to this RFP must be directed to Joseph S



SOURCE BOARD MEMBERSHIP

VOTING MEMBERS:

Edgar J. Yarrington, Chairman Robert F. Graham Brickey J. Hughes Joseph S. Murray George F. Palko Granville L. Webb

Operations Support Division
Operations Support Division
Operations Support Division
Acquisition Division
Operations Support Division
Structural Dynamics Division

SEB SECRETARY

Gloria S. Evans

SEB RECORDER

Robert L. Fixx, Jr.

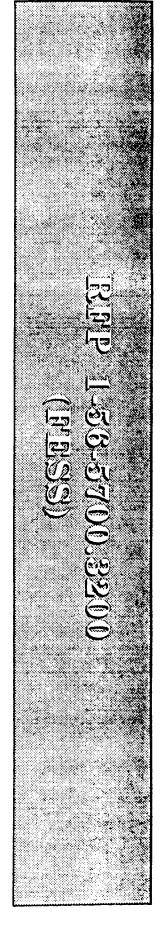
SEB LEGAL ADVISOR

L. Joseph Connors

Operations Support Division

Operations Support Division

Office of Chief Counsel



EX-OFFICIO MEMBERS

Robert L. Swain Robert L. Wingate James E. Bostic

John F. Stokes
David F. Caplan
Charles M. Southall III
Ramon P. Barr
William R. Kivett
Michael F. Cavelli,
Rosemary C. Froehlich
Mary Jane Yeager

James W. Cresawn Jeanne D. Covington

Price Analyst, Acquisition Division

Head, Pricing Office, Acquisition Division Assistant Branch Head, Services Contract Branch, Head, Services Contracts Branch, Acquisition Division Chief, Acquisition Division and Procurement Officer **Assistant Chief, Operations Support Division** Chief, Operations Support Division Chief Counsel Assistant for Management and Resources, Systems Deputy Director for Systems Engineering and Operations Director for Systems Engineering and Operations Deputy Chief, Acquisition Division Director for Management Operations **Acquisition Division** Engineering and Operations

RFP 1-56-5700.8200 (PROW)

SOURCE EVALUATION FACTORS

Factor 2 - Cost		 Key Personnel and Organization 	Operations Plan	• Understanding of the Requirement	Personnel Management	 Phase-in Plan, Staffing, and Continuing 	Factor 1 - Mission Suitability
	100%	25%	25%	35%		15%	WEIGHTS

Factor 3 - Relevant Experience and Past Performance

- Factor 4 Other Considerations
 Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns
- **Financial Condition and Capability**
- **Exceptions to Contract Terms and Conditions**
- Labor/Management Relations

1.58-5700.3200 (FESS)

RELATIVE IMPORTANCE OF EVALUATION FACTORS

- The numerical weights assigned to the Mission Suitability evaluation areas. The weights will be utilized only as a guide subfactors are indicative of the relative importance of those
- Overall, in the selection of a Contractor for negotiation leading to equal importance contract award, Mission Suitability, Cost, Relevant Experience and Past Performance, and Other Considerations will be of essentially
- Within Factor 2, <u>Cost</u>, the costs associated with the options for additional level-of-effort and the six 1-month option periods may base period (including phase-in). be considered of less significance than the costs for the five year

RTP 1-56-5700,3200

ACQUISITION OVERVIEW

REQUIREMENT:

Services (FESS) Facilities and Equipment Support

CONTRACT TYPE:

Cost Plus Award Fee

PERIOD OF PERFORMANCE (POP):

INITIAL PERIOD Third Option Second Option Fourth Option First Option

6/1/94 - 5/31/95 6/1/95 - 5/31/96 6/1/96 - 5/31/97 6/1/97 - 5/31/98

6/1/98 - 5/31/99

FIRST THROUGH SIXTH OPTION PERIODS

6/1/99 - 11/31/99

MAXIMUM POP IS SIXTY-SIX (66) MONTHS

RFP 1-56-5700,3200 (FBSS)

CURRENT CONTRACT

(NAS1-18800)

Contract Type:

Contractor:

Cost Plus Award Fee

EG&G Florida Inc. Langley Operations P.O. Box 612

P.O. Box 612 Langley Air Force Base, VA 23665

June 1, 1989 - May 31, 1994

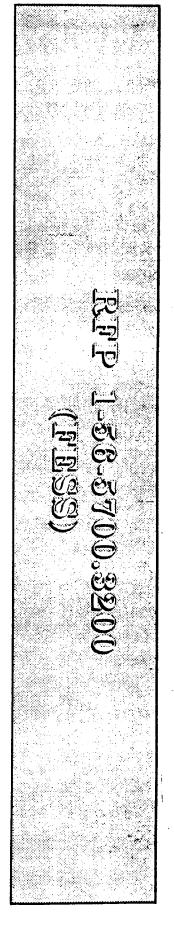
Estimated Contract Value:

Period of Performance:

\$99M

PROCUREMENT SCHEDULE RRP 1-56-5700.3200

RFP Issuance	10/12/93
Preproposal Conference	10/27/93
Proposals Due	11/30/93
Selection	03/15/94
Negotiation	04/05/94
Award	04/15/94
Contract Start	06/01/94



PROCUREMENT PROCESS NOTICES

- and the six month options (Ref. L-30 in the RFP). value proposed for the five-year base effort excluding the options for additional LOE acceptable Small Disadvantaged Business subcontracting goal of 8% of the total dollar This solicitation is not a Small Business set aside however, it does have a minimum
- NASA will be contacting your references. Please insure that the addresses and telephone numbers submitted for references are current and correct
- Please submit questions in time to allow a response without delaying the procurement process
- Note that the Solicitation includes Wage Determinations applicable to services subject "Davis Bacon Act". (See H-8 and Exhibit D) to the "Service Contract Act" and Wage Decisions for construction work subject to the
- every requirement (Ref. L-31 in the RFP). Computerized Cost Proposal - Please read the instructions carefully and comply with

RPP 1-56-5700,3200 (FBSS)

PROPOSAL PREPARATION INSTRUCTIONS

- Arrange proposal in sequence, format, and content subfactors set forth in Article M.2 to facilitate evaluation. consistent with arrangement of factors and associated
- Ensure that proposal contains all necessary information upon material presented and not on what is implied. and is complete in all respects. Evaluation will be based
- Ensure consistency between your cost proposal and viewed as a lack of understanding. mission suitability proposal. Discrepancies may be

RTP 1-56-5700.3200 (RBSS)

PROPOSAL PREPARATION INSTRUCTIONS (CONTINUED)

Proposal Submission:

Reference L.-31, Page 154

Due Date

Place:

Close of Business (4 p.m., e.s.t.) November 30, 1993

NASA Langley Research Center 9A Langley Blvd. Building 1195A, Room 103 Hampton, VA 23681-0001

Number of Copies:

Original and 12 of Volume I - Mission Suitability Proposal

Original and 12 of Volume II - Business Proposal

Government Point of Contact:

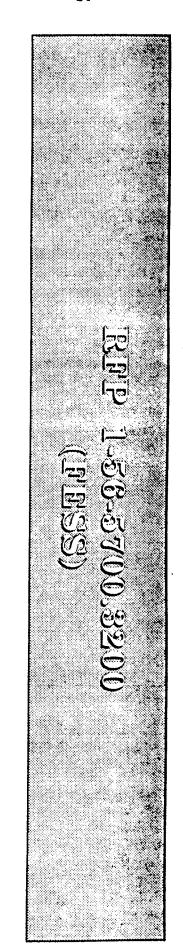
Joseph S. Murray (804) 864-2415 FAX: (804) 864-7709

and Equipment Support RFP 1-56-5700.3200

TECHNICAL REQUIREMENTS OVERWIEW

REPROPOSAL CONFERENCE

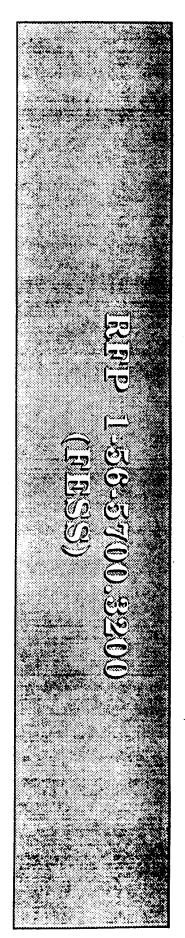
October 27, 1993



TOTAL ACREAGE

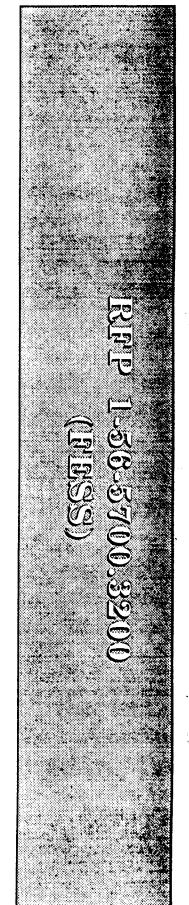
OWNED AND USED BY Larc

4,344



REAL PROPERTY SUMMARY

Buildings	146
• Structures	67
• Trailer Complexes	50
• Trailer Units	103
• Electrical Substations	16
 Square Footage of Buildings 	2,394,000



LaRC Gross Square Footage

Buildings 2,330,000

Other Structures

Trailers

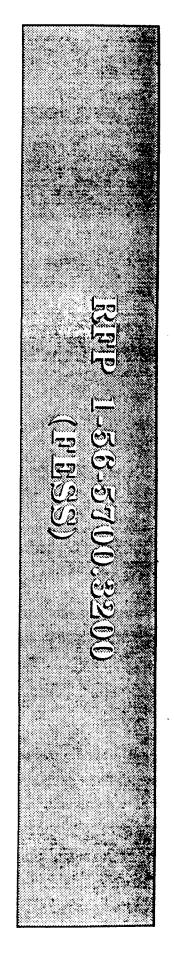
926,000

64,000

Substations

5,300

Total 3,325,300



GENERAL TECHNICAL REQUIREMENTS

- Maintenance Services
- **Engineering Services**
- Construction Activities

<u>RFP 1-56-5700,8200</u>

(ESSE)

MAJOR FUNCTIONAL SUPPORT AREAS

 Asbestos Removal 	• Insulating	• Piping	• Sheet Metal	 Water Treatment 	• HVAC
 Utilities Control & Energy Monitoring 	• Rigging	Paving	• Masonry	• Painting	• Roofing

Engineering

Carpentry

Construction

Corrosion Control

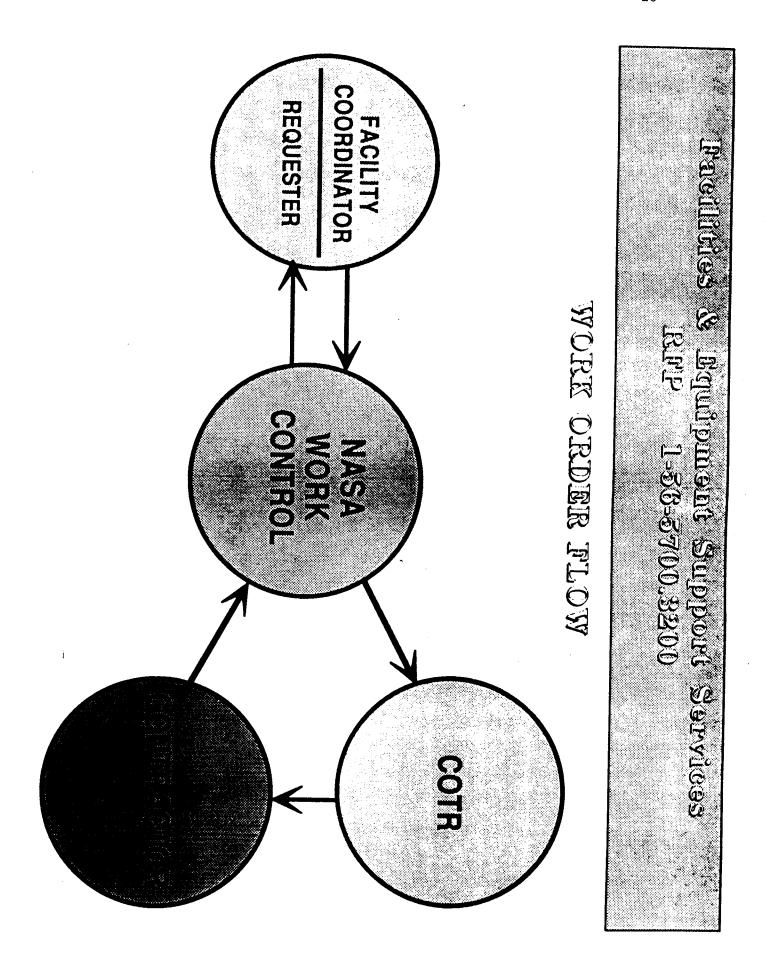
Oxygen & Ultrasonic Cleaning

Component Verification

Welding

Electrical

Mechanical



RFP 1-56-5700.8201

MECHANICAL SYSTEMS, MACHINERY AND TOOLS

- Maintenance/Repair/Overhaul
- **Machinery**
- Compressors
- Valves

- Pumps Heat Exchangers Wind Tunnels Drives
- Maintain/Manage/Control Tools and Equipment
- Hardware (nuts, bolts, lubricants, etc.)

RPP 1-5**6-57**00,8200

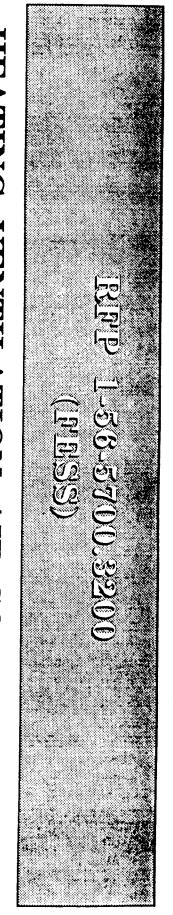
PIPEFITTING AND WELDING SUPPORT

- Maintenance/Repair
- **Utilities Piping Systems**
- Lube Oil Systems
- **Steam and Condensate**
- Domestic Water
- Filters and Back Flow Preventers
- Calibration and Component Verification
- Fabrication/Maintenance/Repair **Structural Members**
- **Pressure Systems**
- X-Ray Quality Pipe Welding
- Burning
- Brazing

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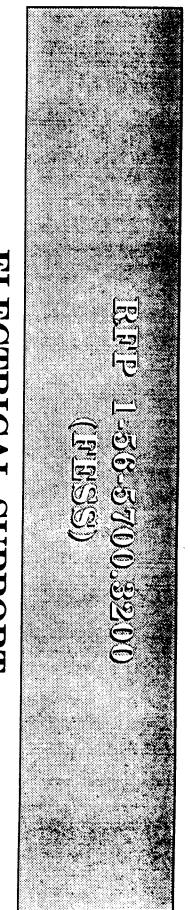
INSULATION AND COVERING

- General Insulation
- PipingHVAC
- Cryogenics
- Asbestos Removal
- Permits/Records/Disposal
- Pipe Coverings
- Ceiling/Floor Tiles
- Interior/Exterior Structures



HEATING, VENTILATION, AIR CONDITIONING AND REFRIGERATION

- Maintenance and Repair of HVAC Systems
- **Sheet Metal Services**
- Water Treatment
- Utility Control and Energy Monitoring Systems



ELECTRICAL SUPPORT

- Maintenance/Repair/Modifications
- Lighting and Power
- **Motors and Generators**
- Switchgear
- Breakers
- **Transformers Solid State Controls**
- Battery Banks
 AC and DC Power Supplies

RFF 1-56-5700.3200 (PESS)

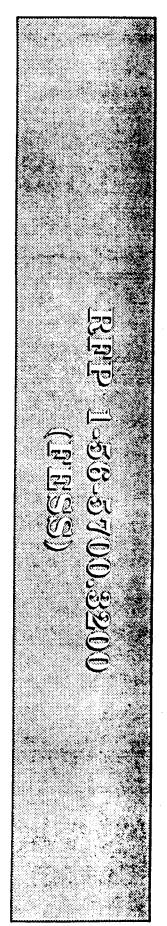
RIGGING, HAULING AND DISMANTLING

- Compressors
- Heat Exchangers
- Electrical Equipment
- Shop Equipment
- Research Models
- Unique Structures

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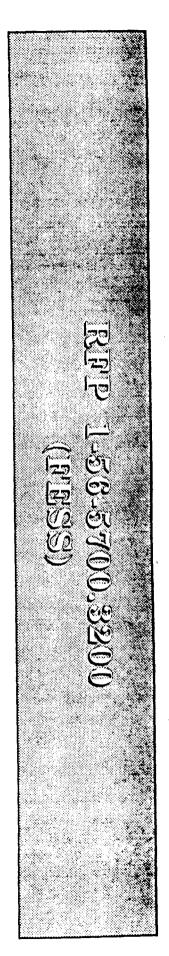
CORROSION CONTROL

- Surface Preparation and Coating
- Steel Structures
- Spheres
- **Pressures Vessels**
- Mechanical and Electrical Equipment



BUILDING TRADES

- Carpentry
- **Erecting Staging**
- Construction/Repair of Walls, Ceilings and Floors
- Windows, Doors, Glass Replacement
- Roofing
 Maintenance and Repair to Roofs
- Painting
 Interior and Exterior Surfaces
- **Piping**
- **Streets and Parking Lots**
- Masonry and Paving
 Maintenance/Modifications/Construction of:
- Walls Foundations **Footings Parking Lots and Sidewalks** Roads and Curbs



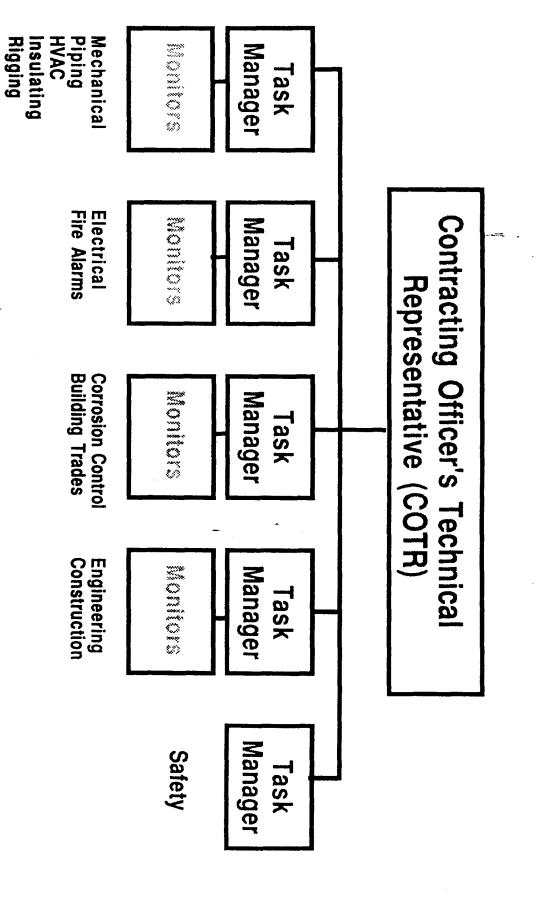
ENGINEERING

- Investigation and Design of Construction Efforts
- Provide Engineering Reports and Design Documents
- Present Design Reviews
- Engineering Services in Support of Maintenance and Kepair

CONSTRUCTION

- Construction Services for:
- Modifications
- Repairs
- Additions
- **Construction of Facilities**

TECHNICAL OVERSIGHT



ENCLOSURE 3 PREPROPOSAL CONFERENCE LISTINGS OF ATTENDEES

L	Company Name	Address	Representative
1.	TATELCOM 48-01 SPRING DALLAS, TX	L. 17 M. L L 13 + 7 K. C.C	1. INC. 1. BOB BUSCHNER. 2. J.B. Million. 3.
	10 BV 99 TURNO, UA	73/08-6099	1. (? 1) 135 rion 2
	FUBRET VOLK ENERGY SERVICE 8974 POCHMUNTA WILLIAMSSURG, 1	S"IKAIL	1. ROBERT VOLK 2. MARION CONNERLY 3. B.E. GAllagher
4.	Dale Hor J. A. Jones L'A. Jones EHARCOH!	MANAGEMENTS DRIVE. GUILI 405 NC 28257	1. Dale Herrin 2. 3.
5.	BMAR& ASSUR P.O. BOX 688 HOWKINSVILLE DENNIS ELLING	BY HATES, Two Ky 43240	1. June Damlus 2
6.	12-sədurH inozam Nezdonrah 2266	CAS MAJON (3, INC.	2. Paul J. MACKER.
7.	ROY WEAVER LBS BASICIAT 9017 RED BRAN CULUMBIA, MI	COFRU	1. 5 C. Werrs 2. 3.

Company Name	Address	Representative
OgdEN GOVERNM 2200 Wilson BC	ENT SEWICES	1. John Shinnick
2200 Wilson BC	vd	7. Louis Casale
1. ARLINGTON, VA	2220/ /03 875-8	
CALSpans Corl		
110 MITCHELL	BLVD	1. J. Nuckeli
2. TOHAMONA, T	-	? Davd Hill
2. 1010440007	3.138/	3. CHuck Whilley
LBEB ASSOCI	ares Inc	1. F. Edward Brander
9017 Ked Bran	nch Rd.	2
Suite 201	1	3
Columbia M		
Cole JOH Co.	ep,	1. Fred NAYOR
POD. BOX 108	` <i>9</i>	2
. Clevelario, OH	144120	3
WARKEN POW	14(E6#6)	1. 46 % 6
Po. Bux 6.561	2	2
LANGLEX AFB, L		3
J. RICHARD	WROBEL -	571
< (1124) CIE &	77864401264	Corp ? 865-0050
101 Resudench	Dr. Hampson	Corp ? 865-0050
Paul alwine		-> 1. Paul aliur
		?
Blonelies 2 EATON ST SI	to 1800	3
2 2 21	****	

Company Name	Address	Representative	
E696	1850 K St. M.W. So		
•	(DHS1(1)16-1011, D.C. 20006 3.		
J+ J MAINT	AUSTIN, TEXAS	1 JAY AMBRO	
		3	
Morrison Knudsen	720 Park Blud Boise ID 83712	1. R.P. WEBBENHURS] 2. Barry Kerby 3. Grad Kennedy	
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ENCLOSURE 4

QUESTIONS AND ANSWERS

Questions and Answers Facilities and Equipment Support Services RFP 1-56-5700.3200

- 1Q. Reference: SOW Para 3.10, pg 52 and Exhibit C B.2, pg 75. Does the communications equipment referred to in Exhibit C cover the requirement in the SOW or will additional equipment need to be provided by the contractor. If the answer is yes are there any restrictions on the type of communications system or restrictions on frequency use.
- A. The communications equipment listed in Exhibit C is expected to be adequate for this effort. However, you are not precluded from acquiring any additional communications equipment to meet your approach for maintaining effective communication required by SOW 3.10. If other communication equipment is provided, there are restrictions on frequency use.
- 2Q. Reference: SOW Para 3.11, pg 53. Please elaborate on the procedure for handling hazardous waste, specifically, is the company that disposes of the waste a subcontractor managed by the prime contractor? If not does the contractor simply deposit the hazardous waste at a location or must the contractor actively arrange for the pick-up of the waste?
 - A. The company that disposes of hazardous waste referenced in 3.11 of the SOW is not a subcontractor managed by the prime contractor. The FESS contractor packages and labels the hazardous waste and notifies the government that packages are ready for pick up. Pick up and disposal will be by others. However, asbestos disposal will be handled by the FESS Contractor in accordance with 4.2.3 of the SOW.
- 3Q. Reference: SOW Para 4.4, pg 59 and Exhibit C B.3, pg 75. Does NASA anticipate that the equipment listed in Exhibit C will be sufficient to cover the requirements of Section 4.4 of the SOW? Also, are there limitations on manufacturing, repair of other mechanical services performed off-site at other contractor facilities? Note: The intent in Part 2 of the question was to ask whether NASA owned equipment may be removed from the site for service or repairs.
 - A. The tools and equipment listed in Exhibit C B.3 should not be considered all inclusive to accomplishment of the requirements of Section 4.4. If additional equipment is needed, the costs for these items is part of the specified Other Direct Costs listed in B-6 pg. 3 and L-31 pg. 164. Equipment may be physically removed from Langley Research Center for services as required.
- 4Q. Reference SOW Para 6.0, pg. 66. Is there a requirement for the contractor to have a Professional Engineer (s) to be located at Langley Research Center to perform the tasks in Section 6.0? Note: "Professional Engineer" is an engineer who is registered by the State of Virginia.
 - A. There is no requirement for a licensed Professional Engineer.
- 5Q. Reference: Section 3.10 on pg. 52 requiring the contractor to maintain an effective means of communication between field personnel and the on-site office: Is the cost of maintaining the radios provided by the Government considered reimbursable under the terms of the contract?
 - A. Yes

- 6Q. Reference: Section 5.0, Construction Activities, on pages 65-66: Who is responsible for the inspection of construction activities particularly with respect to construction accomplished by subcontract?
 - A. The contractor is responsible for insuring compliance with all construction requirements. Final inspection is the responsibility of the government.
- 7Q. Para 4.8 requires calibration, testing and component verification of gauges and valves. The list of GFP/E does not include equipment to calibrate gauges. Will calibration equipment be provided by the Government?
- A. Yes (See Change to Exhibit C included in this amendment)
- 8Q. H10 and H11 requires the contractor to offer an option to purchase or a lease transfer on all contractor-provided vehicles. Does the current contract include these Special Contract Requirements? If so, what is the current value of the vehicles?
- A. No, the current contrct does not include such requirements.
- 9Q. By designating 12 point type for all text and graphics, it severely restricts ability to size graphics for the final version of the proposal. Will a waiver on the 12 point type requirement be granted where it applies to graphics?
 - A. The guidance provided in L-31, C.2 is to facilitate a thorough and expeditious evaluation of your proposal. The government requests that each offeror comply with these instructions, but penalties will not be assessed if your proposal deviates from the requested format. Narrative text should be 12 point size with double spacing between lines. Type size for graphics need not be 12 point, but should be easily readable. (See change to L.31 included in this amendment)
- 10Q. Who has overall responsibility for lockout and tagout program for all crafts and trades.
 - A. The Government
- 11Q. What is the approximate man year requirements for the calibration and component verification scope?
 - A. Approximately 2 man-years per year are required for the calibration and component verification effort. Reference: Staffing Code A30, pg. 179.
- 12Q. Is the contract funded by work order?
 - A. The project is not funded by individual work orders. Incremental funding will be provided by contract modifications.
- 13Q. Please provide a breakout or explanation of the types of subcontracts included in the specified Other Direct Cost (ODC) amount on page 164, paragraph (11) of the RFP.
 - A. Most of the subcontract costs are for construction efforts. (See H.14)

- 14Q. Can you provide approximate dollar value of annual asbestos removal?
 - A. The asbestos effort varies annually. The manpower to accomplish this effort is included in the piping classification A-34 (See Attachment 4). Approximately 11,000 man hours were expended for asbestos removal during FY 93.
- 15Q. Is there any shift work requirement for Utility Controls or EMCS?
 - A. No
- 16Q. How does FESS contractor interface with Trash Burner Facility?
 - A. The FESS Contractor has no direct interface with the Trash Burner Facility.
- 17Q. Who provides Rigging and Hauling equipment?
 - A. Reference: Exhibit C and Attachment 6. For proposal preparation purposes assume any other rigging and hauling equipment costs are covered by the specified other direct costs set forth on page 164.
- 18Q. Does NASA Work Control issue preventative maintenance work orders?
 - A. Yes
- 19Q. Reference: Exhibit A, Para. 3.5, please expand on the government's maintenance plan (hardware, software, data base, FESS interface).
 - A. The maintenance plan includes computer generated instruction sheets provided by the government. The FESS contractor is not required to interface directly with this computer system. This maintenance plan should not be confused with the Data Collection System provided in Exhibit C, paragraph 4.
- 20Q. Can government provide list of incumbent subcontractors for maintenance and construction?
 - A. The incumbents' subcontractor listing is not information which is released by NASA LaRC.
- 21Q. Reference: Exhibit A, Para. 5.1, are construction tasks by fixed price task order? Are they estimated, proposed and negotiated in advance?
 - A. Work orders will not be issued on a fixed price basis; however, all construction subcontracts issued by the contractor shall be fixed price unless approved in advance by the Contracting Officer. (See H.14 as changed by this amendment and SOW paragraph 3.12)
- 22Q. Is the FESS Contractor required to have a local off-site facility?
 - A. No
- 23Q. During the facility tour of the Unitary Wind Tunnel it was brought out that the trend is moving away from preventive maintenance and toward predictive maintenance. To what degree has a predictive maintenance program been implemented on systems and equipment under the maintenance responsibility of the FESS contractor.
 - A. Langley is presently expanding the application of predictive maintenance. The FESS contractor will be issued work orders as required to execute this effort.