

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 350)	RATING	PAGE 1 OF 106 PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. NNL07AA19C		3. EFFECTIVE DATE 07/01/2007	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200202736	
5. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg 1195B M/S 126 Hampton, VA 23681-2199		CODE LARC	6. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg 1195B M/S 126 Hampton, VA 23681-2199	

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) INOMEDIC INC 2 EATON ST STE 708 HAMPTON VA 23669-4055		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NT30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See G2 & G3

CODE IRUI8	FACILITY CODE	11. SHIP TO/MARK FOR NASA/Langley Research Center Hampton, VA 23681-2199	12. PAYMENT WILL BE MADE BY NASA/Langley Research Center, Financial Management Division M/S 175, Hampton VA 23681-2199
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) ( 5 ) <input type="checkbox"/> 41 USC 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA PR: 4200202736 \$618,813 (Complete)
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
1.	OCCUPATIONAL MEDICINE SERVICES CLIN 1 -- FIXED PRICE	1	LOT	2,375,287.00	2,375,287.00
2.	CLIN 2 -- COST REIMBURSEMENT	1	LOT	368,737.00	368,737.00
15G. TOTAL AMOUNT OF CONTRACT					\$ 2,744,024.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	36-41
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS./WORK STATEMENT	5-19	X	J	LIST OF ATTACHMENTS	42
	D	PACKAGING AND MARKING	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)  
LEROY P. GROSS / PRESIDENT

20A. NAME OF CONTRACTING OFFICER  
PANICE H. CLARK, CONTRACTING OFFICER

19B. NAME OF CONTRACTOR  
BY \_\_\_\_\_  
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA  
BY \_\_\_\_\_  
(Signature of Contracting Officer)

PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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B.1 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

The total firm fixed price for performing Contract Line Item Number (CLIN) 1, Treatment, Foreign Travel, Administration of Medications, Programs, and Maintenance of Facilities and Equipment, of this contract is \$2,375,287.

(End-of-Clause)

B.2 ESTIMATED COST (NASA 1852.216-81) (DEC 1988)

The estimated cost for performing CLIN 2, Special Services, is \$368,737. See FAR clause 52.216-11, Cost Contract-No Fee, of this contract.

(End-of-Clause)

The total firm-fixed price and estimated cost shall not exceed \$2,744,024.

B.3 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90)  
(MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Section C, Description/ Specifications/Statement of Work.

B.4 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)(CLIN 1)

(a) Of the total price of the services required by Statement of Work for CLIN 1, the sum of \$534,761 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract.

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph A of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for

subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 11, 2008. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)(i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in

the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

#### B. 5 CONTRACT FUNDING CLIN 2

For purposes of payment of cost exclusive of fee, in accordance with the Limitation of Funds clause FAR 52.232-22, the total amount allotted by the Government to this contract is \$84,052. This allotment is for CLIN 2 and covers the following estimated period of performance: July 1, 2007 through January 11, 2008.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C.1 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LaRC 52.211-99)  
(APR 2007)**

A. Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the contractor under this NASA LaRC contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officers Technical Representative (COTR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

B. Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The contractor shall immediately notify the COTR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

C. Identification of Contractor Personnel - All contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as contractor personnel. Contractor employees shall never identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all contractor work spaces located on NASA LaRC shall be clearly identified.

D. Marking of Reports - The contractor shall mark all documents or reports produced under this contract with the contractor name, contract number, and task order number if applicable.

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## C.2 STATEMENT OF WORK

### Occupational Medicine

#### 1.0 Scope of Work:

The Contractor shall conduct, on a five-day per week basis, a comprehensive Occupational Medicine program for the NASA Langley Research Center (LaRC). This program shall be conducted in accordance with NASA Policy Directives (NPD) 1800.2B, 1810.2B, 1820.1B, 1830.1B as well as NASA Procedural Requirements (NPR) 1800.1, and 1810.1 or successor documents as modified by other controlling documents established by the LaRC. Agency and LaRC policy is located on the LaRC LMS web site at <http://lms/>. Operational guidance not located on that web site will be furnished to the Contractor. The responsibility and standards of performance (professional, ethical and technical) deemed necessary for the conduct of such a medical program shall require the assignment and utilization of only those personnel whose performance shall conform to the acceptable standards and ethics of the medical profession.

Applicable Documents are as follows:

LaPD 1150.2	Councils, Board, Panels, Committees, Teams, and Groups
LaPD 1440.6	Records Management Program
LaPD 1700.1	Safety Program
LaPD 1800.2	Langley Research Center (LaRC) Physical Fitness Program
LaPD 1820.1	Smoking Control Program
LaPD 2810.1	Security of Information Technology
LaPD 8800.14	Real Property Management
LPR 1046.1	NASA Langley Research Center Emergency Plan
LPR 1820.2	Langley Research Center Ergonomics Program
LPR 1830.2	Critical Incident Stress Management (CISM) Program at NASA Langley Research Center
LPR 1845.1	Automated External Defibrillator Program
LPR 2710.1	Langley Research Center Noise Control and Hearing Conservation Program
LPR 3792.3	Drug-Free Workplace
LPR 7100.1	Protection of Human Research SubjectsNPD 1800.2B NASA Occupational Health Program
NPD 1810.2B	NASA Occupational Medicine Program
NPD 1820.1B	NASA Environmental Health Program
NPD 1830.1B	NASA Employee Assistance Program
NPR 1800.1B	NASA Occupational Health Program Procedures
NPR 1810.1A	Health Services for International Travel or Assignment
NPR 2810.1A	Security of Information Technology
NPR 3792.1B	Plan for a Drug-Free Workplace

The primary objectives of the Occupational Medicine program are: (a) the effective operation of the LaRC Occupational Health Clinic, (b) the maintenance and improvement of the health of LaRC employees with an emphasis on prevention, (c) assistance in the development of Center occupational medicine programs to assure compliance with agency programs and good medical practice, (d) diagnosis, treatment and care of illnesses and injuries caused or aggravated by the work environment, and (e) the provision of an Employee Assistance Program.

## 2.0 General Management:

### 2.1 Business Hours

- 2.1.1 Hours of operation of the Clinic shall be between 7:00 a.m. and 3:00 p.m. Monday through Friday, Federal holidays excluded.
- 2.1.2 Emergency diagnosis and treatment shall be furnished during the same times as stated in section 2.1.1. (Reference subparagraph 4.7 (CLIN 2) for services outside normal working hours).

### 2.2 Staffing

- 2.2.1 The Contractor shall furnish the services of a physician(s) and other medical professionals and administrative staff required to effectively operate the Clinic and occupational medicine programs. This shall include but is not limited to a Nurse Practitioner(s), Staff Nurse(s), X-ray Technician(s), and necessary supporting administrative, certified interpreter, and/or clerical personnel for the Clinic.
- 2.2.2 A physician shall be available **24 hours per week** and designated as the Center's Medical Officer.
- 2.2.3 A female physician/Nurse Practitioner/physician assistant shall be available for physicals/examinations of women who want another woman to conduct the examination during the hours specified in section 2.1.1.
- 2.2.4 The Contractor shall provide a comparably qualified and licensed replacement for any of the professional Clinic staff in the event of an absence. An absence is defined as leave of one or more days.

2.3 Staff Qualifications and Requirements:

- 2.3.1 All Contractor professional employees providing health care shall be fully licensed by the Commonwealth of Virginia and maintain the professional accreditation and credentials (e.g. ACLS/BLS) appropriate to their field of medicine. The Physician(s) shall also maintain a current certification as a FAA Examiner for Class I, II and III flight physical examinations.
- 2.3.2 All Contractors who conduct audiologist exams and pulmonary function tests shall possess a certificate of clinical competency from an appropriately recognized accreditation body (e.g. Council for Accreditation in Occupational Hearing Conservation or National Institute of Occupational Safety and Health).
- 2.3.3 Contractor shall maintain the currency of all professional licenses and certifications necessary for the performance of this contract. NASA LaRC is responsible for maintaining DEA certification for the facility at no cost to the contract. The Contractor will provide Drug and Alcohol testing for NASA Contractors on a reimbursable basis with credit to the cost of this contract on a 50% shared savings for all funds collected on a reimbursable basis. Records of services will comply with paragraph 3.3 of this contract. (CLIN 1)
- 2.3.4 All sign language interpreters shall be nationally certified and listed by the Registry of Interpreters for the Deaf (RID) and shall strictly adhere to RID Code of Ethics plus have a minimum of 2 years of professional interpreting experience after obtaining at least one of the following certifications: a). Both RID Certificate of Interpretation (CI) and RID Certificate of Transliteration (CT). b). RID Comprehensive Skill Certificate (CSC) c). RID Master Comprehensive Skills Certificate (MCSC). Primary interpretation will be provided in a variety type of formal and informal settings to include but not be limited to training sessions, staff meetings, media events, conferences, and one on one meetings.

2.4 Indemnification and Medical Insurance

The Contractor shall procure and maintain Indemnification and Medical Liability Insurance in accordance with Clause 52.237-7 of this contract.



## 2.5 Medical Records and Statistics

- 2.5.1 The Contractor shall establish and maintain an accurate and complete file of medical records, including data for all physical examinations, diagnostic data, Department of Labor Illness and Injury forms, and laboratory work. All medical records, whether Government furnished or Contractor developed, are subject to the Privacy Act of 1974 shall be considered confidential medical information and shall not be discussed or provided to any party other than the employee without prior approval of the COTR. The Government shall hold title to all such records. The records are subject to the Privacy Act and shall be stored accordingly.
- 2.5.2 Recipients of medical services may direct that their medical results be sent to their private physician. The Contractor shall comply with the recipient's wishes regarding the release of this medical information and shall obtain any required consent forms prior to the release of the information.

## 2.6 Program Coordination and Communication

- 2.6.1 The Contractor Medical Officer and members of the professional staff shall maintain communication with other health-related offices, such as those involving safety, industrial hygiene and environmental programs at LaRC as well as within the surrounding communities to effectively and efficiently coordinate occupational medical programs (e.g. Automated External Defibrillator (AED) Program, Continuity of Operation Plan). Such interaction shall be in the form of day-to-day coordination of activities which impact and overlap the operations of the medical services as well as serving on a variety of panels and working groups having the common goal of maintaining and improving the health of Center employees.
- 2.6.2 The Contractor Medical Officer shall serve on such standing and special committees and meetings as requested by the Contracting Officer's Technical Representative (COTR) and shall provide advice, information and guidance to those groups as appropriate (e.g. Installation Review Board, AED Control Committee).
- 2.6.3 Upon the request of the COTR, the Contractor shall review and update various LaRC and NASA policies and procedures relating to occupational medicine as required. These include NASA policy documents, LaRC instructions and procedures, and related brochures and pamphlets. This cost will be included under CLIN 1 (Fixed-Price).

**3.0. CLIN 1 - Treatment, Foreign Travel, Administration of Medications, Programs, and Maintenance of Facilities and Equipment**

3.1 Occupational and Non-Occupational Injury and Illness:

- 3.1.1 The Contractor shall provide emergency diagnosis and treatment for injury and illness to LaRC Civil Service personnel, summer employees, on-site contract personnel, visitors to LaRC, and NASA LaRC Exchange personnel.
- 3.1.2 LaRC Civil Service personnel having an occupational injury or illness shall receive medical treatment, inclusive of applicable diagnostic tests, within the capabilities of the LaRC medical facility. If the patient requires additional or supplemental treatment, the patient shall be referred to an appropriate local medical facility or physician. The Contractor shall make initial follow up on LaRC personnel who have returned from a lost time illness or injury consistent with the goals of U.S. Department of Labor/OSHA President's Initiative Federal Worker 2000 which can be located at [www.osha.gov](http://www.osha.gov).
- 3.1.3 On-site Contractor and LaRC Exchange personnel who have an occupational injury or illness shall receive primary diagnosis and treatment. Primary is defined as initial injury assessment and treatment within the immediate capabilities of the Clinic staff. Treatment beyond primary treatment is the responsibility of the individual.
- 3.1.4 LaRC Civil Service personnel, on-site Contractor personnel and NASA LaRC Exchange personnel who suffer a non-occupational injury or illness shall receive initial diagnosis and treatment sufficient to enable them to complete their current work shift or scheduled activities if that is medically appropriate. Treatment beyond the initial care for non-occupational illness or injury is the responsibility of the individual.
- 3.1.5 In cases where employees are referred to private care facilities or physicians, the Contractor shall notify the Center's Occupational Health Manager (OHM) immediately if possible but no later than the end of the day on which the patient was referred.
- 3.1.6 The Contractor may, on rare occasion, be required to provide emergency medical services and oversight at LaRC sites and facilities other than the Clinic. However, the primary responder for such emergencies is the Fire Department EMS personnel.

## 3.2 Health Maintenance Examinations:

3.2.1 The Contractor shall provide health maintenance examinations for all NASA Langley Civil Service Employees.

3.2.2 The Contractor shall schedule appointments for physicals with employees sufficiently far in advance of their scheduled date to assure flexibility in rescheduling if circumstances dictate. The Contractor shall make every reasonable attempt to reschedule patients and shall document any issues that develop as a result of rescheduling in the monthly activity report.

### 3.2.3 Complete Physicals

All LaRC Civil Service employees (approximately 1900), LaRC Exchange Personnel (note: exams for cafeteria workers are addressed in section 3.3), and the LaRC security guards force (as determined by COTR) shall be offered a complete physical examination at three-year intervals on their birth month. This examination shall consist of:

- a) Height, weight and blood pressure
- b) Chemistry, hematology, urinalysis
- c) Pelvic examination (including Papanicolau's stain) and breast examination (for women) and PSA chemistry (for men age 45 and older)
- d) At the request of the employee (and at an extra charge to the employee) certain optional medical procedures can be ordered such as PSA chemistry (for men under age 45) and HIV chemistry
- e) Actual physical by the Contractor physician or Nurse Practitioner
- f) Discussion of findings with the employee
- g) Preparation of a narrative of the examination results summarizing the state of the employee's health. This narrative should note any conditions which warrant further attention by employee's physician. A copy of this report shall be given to the employee.
- h) Offer a treadmill evaluation (age 40 and above)
- i) Offer an EKG test (baseline test offered at first physical regardless of age; tests offered as part of physical at age 40 and age 45; every other year from age 46 to age 50; and annually after age 50).
- j) Any other tests and procedures which the Contractor Medical Director or Nurse Practitioner determines are warranted given the employee's age, gender, and/or risk factors, the frequency of which may be shortened based upon these factors.

### 3.2.4 Partial Physicals

All LaRC Civil Service employees (approximately 1900), LaRC Exchange Personnel (note: exams for cafeteria workers are addressed in section 3.3), and the LaRC Security Guard force shall be offered a partial physical examination (as determined by the COTR). This examination shall consist of:

- a) Height, weight, blood pressure
- b) Chemistry, hematology, urinalysis
- c) Pelvic examination (including Papanicolau's stain) and breast examination and PSA chemistry (for men age 45 and older)
- d) Additional tests and procedures may be performed based upon the employee's age, gender, general physical condition and/or risk factors consistent with standard medical practice.
- e) A copy of the examination and test results shall be provided to the employee. Employees shall be given the option of discussing their test results in person or having the test results mailed to them on Center.

### 3.3 Other Examinations:

The contractor shall provide other examinations to NASA civil servants and Exchange employees. In addition, other examinations are provided to NASA contract employees with LaRC permanent badges on a reimbursable basis to meet NASA protocol requirements to include safety eye examination based on NASA imposed protocols. The Contractor shall maintain a separate cost/expense report for accounting of funds on a monthly basis for all contractor examinations on a dollar for dollar credit to the cost of this NASA Occupational Medicine contract for all contractor examinations or provide monthly credit based on historical usage at the rate of \$3,000 monthly. The occupational medical contractor may collect funds from all NASA contractors for expenses incurred providing protocol physicals and provide copies of all invoices with monthly reports.

Other exams include but are not limited to:

- a) Preemployment, preplacement, fitness for duty, and return to work\*
- b) Foreign travel as requested by customer and approved by COTR
- c) Disability and compensation evaluation\*
- d) Food handlers (for LaRC Cafeteria and Child Development food staff Exchange personnel)
- e) FAA flight physicals\* (In accordance with LAPD 1800.1 "Physical Examination Requirements for Aircraft Flight Support Personnel)
- f) Mental health evaluations\*
- g) Respiratory equipment users

- h) Monitoring occupations which involve potential exposure to:
  - Chemical, solvent, paint or fuel
  - Benzene
  - Insulation (fiberglass, asbestos)
  - Radiation (X-ray and materials)
  - Welding
  - Heavy/critical equipment
  - Lasers
  - Pesticides/herbicides
  - Mercury/lead/heavy metals
  - Heights
  - Respiratory hazards
  - Noise
- i) Retirement and separation
- j) Medical disability retirement\*

Physicals provided under this paragraph may include, as applicable, the items covered in paragraph 3.2.3.

\* only upon the request of the COTR

#### 3.4 Foreign Travel:

The Contractor shall provide employees engaged in international travel for the agency with a pre-travel physical assessment and counseling, required immunizations and an appropriate travel kit as requested by the traveler and approved by the COTR. Although not a travel requirement, post-travel counseling shall be made available to employees on a voluntary basis as well as other immunization shots within the capabilities of the Clinic as requested by the traveler and approved by the COTR. Contractor may provide, on a reimbursable basis to NASA Contract personnel pre-travel physical assessment and counseling, required immunization shots, and appropriate travel kit with a dollar for dollar credit to the cost of this contract.

#### 3.5 Administration of Medications

The Contractor shall administer treatments and medications, the latter supplied by the employee, within the capabilities of the clinic upon written request of the personal physician. Provisions in this section shall apply to LaRC Civil Service personnel and LaRC Exchange personnel only.

#### 3.6 Employee Assistance Program (EAP)

The Employee Assistance Program assists LaRC Civil Service employees at all levels and LaRC Exchange Personnel whose work performance shows decrement from previously acceptable levels. Basic EAP functions include problem identification; assessment and short term counseling; referral to appropriate community or professional resources for long term treatment and rehabilitation; and follow-up services for effective readjustment

after treatment. Assistance provided may include mental health; personal or social adjustment; alcohol abuse; and drug abuse. Assistance is provided through counseling of both supervisor referrals and self-referrals. Program services are also extended to employees' family members who have alcohol or drug abuse problems. The goal of the program is to restore the employee to an acceptable work performance level.

3.6.1 The Contractor shall provide services which meet the provisions of NPD 1830.1B and NPG 3792.1B located on the LaRC LMS web site at <http://lms/>. The Contractor shall either provide a Master of Social Work (MSW) qualified person on their staff for this purpose or subcontract this function to a licensed employee assistance organization. These persons shall be fully licensed by the Commonwealth of Virginia to provide counseling and rehabilitative services consistent with the program goals as identified in section 3.6 of the SOW.

3.6.2 As a minimum the Contractor shall provide the following:

3.6.2.1 An off-site location for employee consultations with minimum daily working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday and access to counseling services 24 hours per day, seven days per week. These services shall be available to the employee through self-referral, supervisory referral, Health Unit referral or EAP Program Manager referral and to their spouses and other family members living in the employee's household and to all other legal dependents covered by the employee's health benefit plan.

3.6.2.2 Provider shall have an association with, and access to, a hospital, detoxification/care unit, and other appropriate community resources.

3.6.2.3 Counseling shall not exceed 5 visits per problem per employee for short-term counseling. The number of visits shall be determined on a case-by-case basis by the counselor. While visits may exceed the maximum number in unusual cases, approval must be obtained from the Program Manager/COTR based upon the counselor's recommendation.

3.6.2.4 At the request of the COTR, the Contractor shall participate on committees and in meetings which are intended to clarify and promote the objectives of the EAP.

3.6.2.5 The Contractor shall provide training and information seminars to management or employee groups on subjects related to the goals of the EAP upon prior approval of the COTR.

### 3.7 Physical Fitness Program

The Contractor shall develop and administer a comprehensive fitness assessment and maintenance program as prescribed in LAPD 1800.2, Langley Research Center (LaRC) Physical Fitness Program, found on the LaRC web site at <http://lms/>. The objective of this program is to contribute to the productivity of the Center by promoting programs geared to the preservation of general health and well being of the LaRC workforce and other members of the LaRC community.

#### 3.7.1 Membership:

Anyone wishing to use the LaRC Fitness Center must be a member and present a current membership card upon entry. Membership will be granted as follows:

3.7.1.1 LaRC Civil Servants: LaRC Civil Servants shall be granted membership to the Fitness Center free of charge. Applicants must complete an application and present evidence of medical clearance to participate in a physical exercise program. Individuals will have medical clearances performed by an outside physician at their own expense. Participants must update their medical clearance every three years. Membership cards for LaRC Civil Servants shall be issued by the Contractor at the Fitness Center.

3.7.1.2 Other Users: The LaRC Fitness Center shall be available to the following groups on a fee basis: LaRC Contractors, LaRC Civil Service Retirees, Individuals serving under a LaRC Intergovernmental Personnel Act (IPA) Agreement, LaRC Grantees, LARSS Students, and individuals serving under formal programs administered by the LaRC Office of Education. Fees will be set and collected by the LaRC Exchange Council.

3.7.1.2.1 Applicants under Section 3.7.1.2 must complete an application and present evidence of medical clearance to participate in an exercise program. All forms will be available at the LaRC Exchange Store. Medical examinations must be obtained outside LaRC at the individual's expense. Participants must update their medical clearance every three years. Membership cards for the groups listed in Section 3.7.1.2 will be issued by the LaRC Exchange Store upon receipt of all required paperwork and clearances.

### 3.7.2 Operation:

The Contractor shall perform the following functions in support of the program:

- 3.7.2.1 The Contractor shall monitor usage of the Fitness Center Facility and ensure that access is granted only to those individuals with valid and current LaRC Fitness Center membership cards in accordance with the provisions of Section 3.7.1.
- 3.7.2.2 The Contractor shall provide orientation on the proper use of all exercise equipment, advice on proper exercise attire, and supervision to ensure that exercise is performed properly and safely.
- 3.7.2.3 The Contractor shall establish a health fitness screening program for participants and monitor progress toward desired goals.
- 3.7.2.4 The Contractor shall maintain the general cleanliness of the Fitness Center and the equipment. Staff shall sanitize the Fitness equipment throughout the day.
- 3.7.2.5 The Contractor shall provide an aerobics class (or classes) during the hours of normal Fitness Center operation consistent with the objectives of a good health maintenance program. Such classes will be free of charge for LaRC Civil Servants and Contractor personnel who are members of the fitness center and have clearance from their physician to participate.

### 3.7.3 Hours of Operation:

The hours of operation for the Fitness Center shall be between 6:00 a.m. to 7:00 p.m. Monday through Friday, Federal holidays excluded. On the day before the Christmas and New Year's holidays, the hours of operation shall be between 6:00 a.m. to 3:30 p.m.

## 3.8 Maintenance of Facilities and Equipment

The Contractor shall be responsible for assuring all medical related equipment on Center is maintained in good working order as follows:

- 3.8.1. The Contractor shall be responsible for routine housekeeping and management of the medical facilities and maintenance and upkeep of medical equipment as listed in Exhibit G and in accordance with applicable occupational health and medicine laws, directives, policies and



procedures, including all applicable NASA policies and procedural requirements.

- 3.8.2. The Contractor shall be responsible, upon the direction of the COTR, for periodic assessment of the condition of the facilities and equipment associated with the Clinic and the Fitness Center and for recommending changes that would contribute to the effectiveness of operations.
- 3.8.3 The Contractor shall incorporate information required by paragraph 3.8.2 above in the monthly progress report.
- 3.8.4 The Contractor shall perform minor maintenance of the Fitness Center Exercise equipment; e.g., lubricating chains on exercise bicycles, tightening loose bolts and screws, repairing upholstery tears with patches.

### 3.9 Interpreting Services

The Contractor shall provide primary sign language interpreters to be located at LaRC. The primary interpreter shall be available on center a total of 10 hours per week based on a flexible schedule as determined by mission related work requirements. In the case of illness or other extenuating circumstances where the primary interpreter cannot work, an alternate qualified interpreter will be made available to fulfill mission related request.

## 4.0 CLIN 2- Special Services:

In support of Occupational Medicine programs, the Contractor shall provide the services as described below on a cost reimbursable-no fee basis. All providers shall be licensed and possess appropriate certifications.

### 4.1 Optician Services

The Contractor shall provide an optician on-site at LaRC every other Tuesday from 8:00 a.m. to 12:00 p.m.. The optician shall assist Civil Service employees with minor repairs to glasses to include proper fitting of safety glasses. The optician shall provide prescription safety glasses to civil service employees authorized by Safety Officer based on protocol requirements. Eligible NASA contractors safety prescription glasses will be provided on a reimbursable basis in accordance with the provisions of Paragraph 3.3.

#### 4.2 Ophthalmology Services

The Contractor shall provide for complete ophthalmic examinations for all Civil Service employees who require safety protocol entering and leaving the laser programs and such other employees as directed by the COTR.

#### 4.3 Radiology Services

The Contractor shall provide services by licensed technologists for the reading of films, supplying a report of the results, and pickup and delivery of films. In addition, the Contractor shall ensure that monthly maintenance of the X-Ray equipment is performed by qualified technicians. Maintenance of the X-Ray equipment is included under CLIN 2.

#### 4.4 Clinical Laboratory Services

The Contractor shall provide a clinical laboratory. In order to effectively operate this clinical laboratory in support of the Occupational Medicine Program, laboratory staff shall be certified by the American Society of Clinical Pathologists (ASCP). Laboratory specimens shall be picked up at the LaRC Clinic daily and the printed results returned to LaRC electronically.

#### 4.5 Medicines and Medical Supplies

4.5.1 The Contractor shall provide all medications and medical supplies necessary to operate the Occupational Medicine program. This shall include but is not limited to serums for influenza, tuberculosis and other covered immunizations and inoculations, syringes, bandages and adhesives, collection containers, test strips, isopropyl alcohol and the like. Included in this paragraph are audiometer tapes and other recording media required for the operation of Clinic diagnostic equipment and chemicals and films required for the X-ray machine. In accordance with FAR 52.251-1, the Contractor shall purchase medicines and medical supplies using Government Supply Sources. Only those medicines and medical supplies necessary for effective operation of the Clinic shall be purchased.

4.5.2 The Contractor shall maintain sufficient stock of medications and supplies to effectively operate the Clinic and the Fitness Center.

#### 4.6 Medical Specialists and Experts

- 4.6.1 Upon the request of the COTR, and with the prior written approval of the Contracting Officer, the Contractor shall obtain the services of consultant physicians and other health care professionals/ specialists when specialized expertise is needed to supplement the existing staff. Types of Occupational Health Specialists include but are not limited to: Toxicologists, Cardiologists, Radiologists, Ophthalmologists, Psychiatrists, Pathologists, Dentists, Otolaryngologists, Internists, Audiologists, Dieticians, Laboratory Technicians, and Sports Physiologists.
- 4.6.2 The Contractor shall, upon request of the COTR, provide for such training and other services from community (e.g. interpreters for LaRC official events/activities/beyond CLIN I, paragraph 3.9 requirement, AED/CPR training) or other organizational entities that do not exist within the expertise and/or capability of the current staff.

#### 4.7 Emergency Services Outside Normal Working Hours

The Contractor shall provide diagnosis and treatment outside of normal working hours when requested by the COTR in cases of emergencies, such as significant facility accidents or other major events where injuries are present.

### **5.0 Metrics**

The following information shall be used to assess the effectiveness of the performance of this contract.

- 5.1 Employees are contacted to schedule their physicals 30 days in advance of their birth month.
- 5.2 All employees scheduled for foreign travel are counseled on any health issues associated with their destination location.
- 5.3 The COTR is notified within two working days of any facility or equipment issue, which could impact the delivery of services, and given alternative methods to resolve the issues when practical.
- 5.4 All policies, operating instructions and other guidance material sent to the Contractor staff for comment are returned to the COTR by the date specified.

- 5.5 Advice and/or recommendations provided to the COTR by the Contractor related to medical issues affecting the health and well being of the LaRC staff is consistent with good medical practice and is received in sufficient time for the COTR to initiate corrective action if necessary.

## Appendix A

### Definitions and Terms

1. **Langley Management System (LMS):** repository for all official procedural documentation at the Center, including on line forms. The LMS can be accessed at <http://lms/>
2. **NPD/NPR:** Acronyms for NASA Policy Directive/NASA Procedural Requirements which govern the conduct of agency activities.

SECTION D - PACKAGING AND MARKING

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D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
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SECTION E - INSPECTION AND ACCEPTANCE

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E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES-- COST- REIMBURSEMENT (Applicable to CLIN 2)
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED PRICE (Applicable to CLIN 1)
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

CLAUSE NUMBER	DATE	TITLE
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SECTION F - DELIVERIES OR PERFORMANCE

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F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002)

The period of performance of this contract shall be 31 months from the effective date of the contract. The period of performance is from June 1, 2007 through December 31, 2009.

F.3 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility located at

NASA, Langley Research Center, Hampton, Virginia.

SECTION G - CONTRACT ADMINISTRATION DATA

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G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

G.2 PAYMENT OF FIXED PRICE (CLIN 1)

In accordance with FAR 52.232-1, Payments, the following monthly payment schedule shall apply:

July 1, 2007 through December 31, 2007	\$79,775.00
January 1, 2008 through December 31, 2008	\$77,463.00
January 1, 2009 through December 31, 2009	\$80,590.00

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87)  
(MAR 1998) (CLIN 2)

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

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:



NASA Langley Research Center

MS 175/ Accounts Payable

Hampton VA 23681

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

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

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

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(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.

(End of clause)

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993) (CLIN 2)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph

(b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.4 PROVIDING FACILITIES TO CONTRACTORS (LaRC 52.245-90)  
(OCT 2004)

A. In accordance with FAR 45.302-1, it is policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Facilities", as used in this contract, include real property and plant equipment including personal property such as general purpose off-the-shelf equipment, machine tools, test equipment, furniture and vehicles. "Facilities" do not include material, special test equipment, special tooling or agency-peculiar property.

B. In keeping with the policy set forth in FAR 45.302-1, the Government will not provide NEW "facilities," except as provided for in the Statement of Work.

C. However, the Government will provide EXISTING facilities as listed in Exhibit G. Any of these existing facilities that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be replaced by the Contractor, if the facilities are still needed for contract performance. Contractor acquisitions of facility items for the Government is prohibited, unless specifically authorized by the contract or consent has been obtained in writing from the Contracting Officer pursuant to FAR 45.302-1(a).

D. Notwithstanding the FAR clause 52.216-7 "Allowable Cost and Payment", cost of facilities are not an allowable cost except when charged to this contract in accordance with the Contractor's approved accounting system.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
1852.237-72	JUN 2005	Insert in Paragraph (b): Langley Research Center ACCESS TO SENSITIVE INFORMATION
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)

(End Of Clause)

H.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
(FAR 52.204-9) (NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally-controlled facility and/or access to a Federally controlled information system.

(End of clause)

H.3 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990)  
(DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Richmond District Office  
Federal Building, Suite 1150  
400 North 8<sup>th</sup> Street  
Richmond, VA 23240-0126

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

H.4 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

H.5 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73)  
(JUN 2005)

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

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

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

Mark the title page with the following legend:

"This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]."

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

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However,

unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

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



The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of clause)

#### H.6 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (FEB 2007)

(a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

#### H.7 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (FEB 2007)

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, " Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reprs of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S.

citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

H.8 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE  
(LaRC 52.215-107) (NOV 2002)

Pursuant to FAR 15.204-1(b), the completed Section K of the proposal is hereby incorporated by reference.

H.9 OBSERVATION OF SAFETY STAND DOWN EVENT BY CONTRACTOR  
EMPLOYEES (LaRC 52.223-92) (MAY 2006)

The Langley Research Center (LaRC) Safety Stand Down Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Stand Down Event, the Contractor shall require all onsite and nearsite employees to participate in Safety Stand Down activities at LaRC.

H.10 LaRC 52.227-28 HANDLING OF DATA (MAY 2003)

(a) "DATA," as used in this clause, means recorded information, regardless of the form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, models, photographs, lab notebooks, diagrams, drawings, information subject to the Privacy Act, information of a scientific or technical nature, computer software and documentation thereof, and information of a commercial or financial nature.

(b) In the performance of this contract the Contractor will have access to, be furnished, generate, or use one or more of the following categories of DATA:

(1) DATA of third parties that the Government has agreed to handle under protective arrangements;

(2) Government DATA, the use and dissemination of which the Government intends to control or is required to control by law; or

(3) DATA that the Contractor will create or assist in creating under this contract that the Government has agreed to handle under protective arrangements or indicates that it intends to control.

(c) In order to protect the interests of the Government and the owners, licensors and licensees of such DATA, the Contractor agrees, with respect to any of the types of DATA identified in paragraph (b), above, that is either marked with a restrictive legend, specifically

identified to the Contractor as DATA being generated and to be marked with a restrictive legend, or otherwise identified in writing by the Contracting Officer or his or her representative as being subject to this clause, to:

(1) Use, disclose, and reproduce such DATA only to the extent necessary to perform the work required under this contract;

(2) Allow access to such DATA only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such DATA by the Contractor's personnel outside of that portion of the Contractor's organization needed for the performance of the Contractor's duties under this contract; and

(4) Return or dispose of such DATA, as the Contracting Officer or his or her representative may direct when the DATA is no longer needed for contract performance.

(d) In the event that DATA includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor shall inform the Contracting Officer of such condition. Notwithstanding the ambiguous or unauthorized nature of such a legend, as long as the legend provides an indication that a restriction on the use or disclosure was intended, the Contractor shall treat such DATA pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Subject to the notice requirements in (f), below, the Contractor shall not be restricted in the use, disclosure, and reproduction of DATA that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor or its employees;

(2) Is known to the Contractor at the time of disclosure; has been disclosed to the Contractor without restriction from the Government; or has been independently developed by the Contractor outside of the Contractor's activities under this contract;

(3) Has become known to the Contractor without similar restrictions from a source other than the Government or any party having work performed under this contract, that source having the right to disclose such DATA; or

(4) The Contractor is required to produce such DATA pursuant to a court order or similar Government action.

(f) If the Contractor believes that any event or condition removes the restrictions on their use, disclosure, or reproduction of DATA, the Contractor shall promptly notify the Contracting Officer in writing of such belief before acting on such belief, and, in any event, shall

give written notice to the Contracting Officer before unrestricted use, disclosure, or reproduction of such DATA.

(g) Before the Contractor has access to DATA identified in paragraph (b), above, the Contractor shall provide the Contracting Officer an acceptable written plan by which it intends to assure that its personnel who have or might reasonably have access to any such DATA, will honor the Contractor's obligation to safeguard such DATA. Should the Contracting Officer consider the proposed plan inadequate, the Contractor will be advised of the inadequacy and the Contractor will provide a revised plan. The Contracting Officer may suspend work under this contract, at no cost to the Government, until such time as the written plan of the Contractor is considered acceptable to the Contracting Officer.

(h) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES - ALTERNATE I
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS

52.215-19 OCT 1997 NOTIFICATION OF OWNERSHIP CHANGES  
52.216-7 DEC 2002 ALLOWABLE COST AND PAYMENT Insert 30<sup>th</sup>  
Day in Paragraph (a)(3).

52.216-11 APR 1984 COST CONTRACT--NO FEE  
52.216-24 APR 1984 LIMITATION OF GOVERNMENT LIABILITY

52.217-8 NOV 1999 OPTION TO EXTEND SERVICES  
FILL IN: "shall be 5 days prior to the  
expiration of the period of  
performance"

5.219-8 MAY 2004 UTILIZATION OF SMALL BUSINESS CONCERNS  
52.222-1 FEB 1997 NOTICE TO THE GOVERNMENT OF LABOR  
DISPUTES

52.222-2 JUL 1990 PAYMENT FOR OVERTIME PREMIUMS  
Insert "NONE" in paragraph (a).

52.222-3 JUN 2003 CONVICT LABOR  
52.222-19 JAN 2006 CHILD LABOR--COOPERATION WITH  
AUTHORITIES AND REMEDIES

52.222-21 FEB 1999 PROHIBITION OF SEGREGATED FACILITIES  
52.222-26 MAR 2007 EQUAL OPPORTUNITY  
52.222-35 SEP 2006 EQUAL OPPORTUNITY FOR SPECIAL DISABLED  
VETERANS, VETERANS OF THE VIETNAM ERA,  
AND OTHER ELIGIBLE VETERANS

52.222-36 JUN 1998 AFFIRMATIVE ACTION FOR WORKERS WITH  
DISABILITIES

52.222-37 SEP 2006 EMPLOYMENT REPORTS ON SPECIAL DISABLED  
VETERANS, VETERANS OF THE VIETNAM ERA,  
AND OTHER ELIGIBLE VETERANS

52.222.41 JUL 2005 SEVICE CONTRACT ACT OF 1965  
52.222-43 NOV 2006 FAIR LABOR STANDARDS ACT AND SERVICE  
CONTRACT ACT - PRICE ADJUSTMENT

52.222-50 APR 2006 COMBATING TRAFFICKING IN PERSONS  
52.223-3 JAN 1997 HAZARDOUS MATERIAL IDENTIFICATION AND  
MATERIAL SAFETY DATA (ALTERNATE I) (JUL  
1995) Insert "See Safety & Health Plan"  
in paragraph (b).

52.223-6 MAY 2001 DRUG-FREE WORKPLACE  
52.223-10 AUG 2000 WASTE REDUCTION PROGRAM

52.224-1 APR 1984 PRIVACY ACT NOTIFICATION  
52.224-2 APR 1984 PRIVACY ACT

52.225-13 FEB 2006 RESTRICTIONS ON CERTAIN FOREIGN  
PURCHASES

52.227-1 JUL 1995 AUTHORIZATION AND CONSENT  
52.227-2 AUG 1996 NOTICE AND ASSISTANCE REGARDING PATENT  
AND COPYRIGHT INFRINGEMENT

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL As modified by  
1852.227-14 NASA FAR Supplement (OCT  
1995)

52.228-5 JAN 1997 INSURANCE-WORK ON A GOVERNMENT  
INSTALLATION

52.228-7 MAR 1996 INSURANCE-LIABILITY OF THIRD PERSON  
52.229-3 APR 2003 FEDERAL, STATE AND LOCAL TAXES  
52.232-1 APR 1984 PAYMENTS

52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION

Insert "no later than 15 days prior to submission of the first request for payment" in Paragraph (b)(1).

52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE Insert "1.6M" in paragraph (a).
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES-FIXED PRICE
52.243-2	AUG 1987	CHANGES-COST-REIMBURSEMENT
52.244-2	AUG 1998	SUBCONTRACTS
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-9	AUG 2005	USE AND CHARGES
52-246-25	FEB 1997	LIMITATION OF LIABILITY SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE, SUPPLY & SERVICES)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.204-76	NOV 2004	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

Insert "within 30 days" in paragraph (c).  
1852.219-74 SEP 1990 USE OF RURAL AREA SMALL BUSINESSES  
1852.219-76 JUL 1997 NASA 8 PERCENT GOAL  
1852.243-71 MAR 1997 SHARED SAVINGS

(End Of Clause)

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

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

\_\_\_\_\_ <http://www.acquisition.gov/far/index.html> \_\_\_\_\_

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

(End of clause)

I.3 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 Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

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

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.



(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Cynthia C. Lee, direct inquires to Panice H. Clark, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2522; facsimile (757) 864-8541; email Panice.H.Clark@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

I.5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(FAR 52.222-42) (MAY 1989)

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

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

Employee Class	Monetary Wage
Nurse Practitioner	\$32.17
Staff Nurse	\$18.66
Lab X-Ray Technician	\$15.25
Administrative/Clerical Secretary	\$12.31

FRINGE BENEFITS

Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.

Sick Leave - Receives 13 days paid leave per year.

Holidays - Receives 10 paid holidays per year.

Health Insurance - Government pays up to 72% of health insurance.

Group Life Insurance - Government pays one-third of the cost of the basic life insurance premium.

Retirement - The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.2% 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.

#### I.6 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (FEB 2004)

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 inapplicable 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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- Exhibit A CONTRACT DOCUMENTATION REQUIREMENTS
- Exhibit B WAGE DETERMINATION
- Exhibit C SAFETY AND HEALTH PLAN
- Exhibit D PERSONAL IDENTIFY VERIFICATION (PIV) CARD ISSUANCE  
PROCEDURES
- Exhibit E QUALITY PLAN
- Exhibit F INFORMATION TECHNOLOGY (IT) SECURITY PLAN
- Exhibit G GOVERNMENT FURNISHED PROPERTY