CONTRACT NNL06AA19C
(Contract)

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

- Section B.4, Schedule of Rates (CLIN 2 only), Page 3
- Section H.11, CLIN 2 – IDIQ Services, Pages 23 and 24

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

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO C9	PAGE 1 OF 78

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
NNL06AA19C	NNL0597559E	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	8/26/05	

ISSUED BY CODE

National Aeronautics and Space Administration
NASA/LaRC
9A Langley Blvd., Bldg, 1195A, Room 124
Hampton, VA 23681-2199

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **Building 1308, Room 102** until **3:00** local time, on **September 26, 2005** *(date)*.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. EMAIL ADDRESS
	B. Terry Cobb	**757**	**864-2129**		**beth.t.cobb@nasa.gov**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	27
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	4	☒	J	LIST OF ATTACHMENTS	35
☒	D	PACKAGING AND MARKING	13			PART IV – REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	14	☒	K	REPRESENTATIONS, CERTIFICATIONS AND	36
☒	F	DELIVERIES OR PERFORMANCE	15			OTHER STATEMENTS OF OFFERORS	
☒	G	CONTRACT ADMINISTRATION DATA	16	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	38
☒	H	SPECIAL CONTRACT REQUIREMENTS	18	☐	M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **120** calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION).* For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR	CODE 3DD49 FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*
Accent Service Company, Inc. 24 Seaside Circle Newport, Beach, CA 92662		**Dan Yasui, President**

15B. TELEPHONE NO. *(Include area code)*	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
714.231.9645	☐		20 Sept 2005

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT Not To Exceed $1,333,450	21. ACCOUNTING AND APPROPRIATION PR 4200097559

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

23. SUBMIT INVOICES TO ADDRESS SHOWN IN: *(4 copies unless otherwise specified)* ITEM 25

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE
NASA Langley Research Center
MS 175/Office of Chief Financial Officer
Hampton, VA 23681-2199

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE
MOZETTA A. EDWARDS		10/14/05

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 FIRM FIXED PRICE [Phase-In and Contract Line Item Number (CLIN) 1 Only]

The total firm fixed price for the Phase-In Period and CLIN 1 are:

Item No.	Supplies/Services	Quantity	Unit	Total Amount
	Phase-In	1	lot	$9,000
1	Basic Services (Firm Fixed Price Work): Price for custodial service requirements as set forth in Section C, SOW, Subparagraph G.1.	1	lot	$1,295,949.50

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY PRICE (CLIN 2 ONLY)

Task orders issued under this contract shall be fully funded individually as specified in each task order.

The minimum and maximum quantities for this contract are $1,000 and $28,500, respectively.

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 below and in the Description/Specifications/Statement of Work in Section C.

a. **CLIN 01 – Basic Services**: Services shall be performed in accordance with, and at the frequencies set forth in Section C, Subparagraph G.1.

b. **CLIN 02 - Indefinite Delivery/Indefinite Quantity (IDIQ) Services:** IDIQ services include those custodial services required on an irregular frequency and those services that exceed the limitations of services identified under CLIN 1, Basic Services. IDIQ work is further defined in Section C, Subparagraph G.2, and will be ordered by the Contracting Officer (CO) on a delivery order basis.

B.4 SCHEDULE OF RATES (CLIN 2 ONLY)

The total cost for each task order issued shall include the unit of issue (sq. ft., hours, ea, etc.) multiplied by the appropriate rate indicated below. Rates are fully burdened (includes labor, materials, and profit).

Element	Maximum Quantity	Unit Price
Stripping and Re-waxing Floors (Section C, Item G.2.a.)	30,000 Sq. Ft.	[redacted]
Shampooing Carpets and Rugs (Section C, Item G.2.b.)	25,000 Sq. Ft.	[redacted]
Emergency Custodial Service for clean up of water spills/Unscheduled Cleaning/Other Custodial Services (Section C, Item G.2.c.)	22,000 Sq. Ft.	[redacted]
Table and Chair Set Up and Removal (Section C, Item G.2.d.)	480 Hours	[redacted]
Miscellaneous Services for H.J.E. Reid Conference Center (Section C, Item G.2.e.)	350 Hours	[redacted]
Replace and/or Replenish Paper Dispensers (Section C, Item G.2.f.)	40 Ea	[redacted]

B.5 DEDUCTION SCHEDULE FOR BASIC SERVICES (CLIN 1)

A. **Timeliness**: The Contractor shall perform in accordance with the SOW, Section C, Item C.6., and the time constraints therein. A two (2%) percent deduction from the total monthly invoice shall be taken in any and every month in which the Contracting Officer's Technical Representative (COTR) receives four (4) or more written customer complaints. The complaints will be forwarded to the CO for review and determination of the deduction.

B. **Quality of Work**: The Contractor shall perform in accordance with the SOW and the quality performance requirements therein. A three (3%) percent deduction from the total monthly invoice shall be taken in any and every month in which the COTR receives four (4) or more written customer complaints. The complaints will be forwarded to the CO for review and determination of the deduction.

B.6 VARIATION IN WORKLOAD—CUSTODIAL SUPPORT

The estimated workloads stated for the performance of CLIN 1 - Basic Services, are subject to variations. If the actual total square footage which the Contractor is required to provide custodial services for increases or decreases more than five (5%) percent from the estimated square footage set forth in Exhibit E, negotiations for an equitable price adjustment may be initiated by either party. Any determination concerning an equitable price adjustment shall be based on the net of all increases and decreases in the total square footage. Adjustment to the contract price shall be made semi-annually (on May 1st and November 1st of each year) and only for that portion of any increase or decrease in the total workload which exceeds five (5%) percent. This adjustment shall not be for work completed prior to the semi-annual adjustment date. Any subsequent increase/decrease in SF in excess of the five (5%) percent variance (based on the original Total SF of 2,210,765 SF which represents 2,154,739 SF for buildings and 56,026 SF for rest rooms in accordance with Exhibit E) will be priced at a rate calculated by the following formula:

$$\textbf{Price Adjustment Rate} = \frac{\text{Firm Fixed Price for CLIN 1}}{\text{2,210,765 SF}}$$

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

CUSTODIAL SUPPORT SERVICES

A. Scope

This requirement is to obtain custodial services for NASA Langley Research Center (LaRC), Hampton, Virginia.

B. General Requirements

The Contractor shall furnish all labor, supervision, materials, tools, equipment, transportation, supplies, and management necessary to provide custodial services for facilities at Langley Research Center, including the HJE Reid Conference Center, the Pearl I. Young Theater, and several NASA LaRC owned buildings located on the adjacent Langley Air Force Base (See Exhibit E). Custodial service applies to all designated spaces including, but not limited, to rest rooms, locker rooms, offices, halls, shops, laboratories, warehouses, stairways, elevators, clean rooms, entrance ways, lobbies, wind tunnels, and other unique research facilities. Also included are the shredding of classified documents, the gathering of boxed materials/privacy act documents and placing at specific locations for pick-up; the set up, rearrangement and/or removal of furniture for meetings and events. Emergency response to water spillage is also required. The Contractor shall abide by all LaRC regulations and procedures to ensure safe working conditions. The Contractor shall be required to perform specified custodial services as defined in CLIN 2, outside normal working hours.

C. Definitions - Technical

As used throughout this contract, the following terms shall have the meaning set forth below.

1. **Clean**: Clean shall be defined as free of dirt, dust, spots, streaks, strains, smudges, litter, debris, and other residue.
2. **Damp Mop**: The use of a cotton or similar yarn-type mop, which has been mechanically wrung or squeezed to remove excess solution, for the purpose of removing light soil, dirt, liquid, or other foreign matter from a floor which does not require the complete mopping of the area, or the area is not soiled sufficiently to require wet mopping.
3. **Debris**: Undesirable or discarded material including, but not limited to, paper, cans, bottles, otherwise referred to as “trash”, and “litter”.
4. **Disinfect**: Cleaning in order to destroy any harmful microorganisms by application of an approved disinfectant or cleaning agent.
5. **Equipment**: Property of a capital nature consisting of machinery, general purpose and ground support equipment, test equipment, and accessory and auxiliary items, used or capable of use in the manufacture of supplies or in the performance of services or tasks for any administrative or general plant purpose.
6. **Frequency of Service**:
   a. Monthly (M) - Services performed 12 times during each 12 month period of the contract at intervals of 28 to 32 calendar days.
   b. Semi-Monthly (SM) - Services performed 24 times during each 12 month period of the contract at intervals of 14 to 16 calendar days.
   c. Weekly (W) - Services performed 52 times during each 12 month period of the contract at intervals of 6 to 8 calendar days.

d. Twice Weekly (2W) - Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.
e. Three Times Weekly (3W) - Services performed three times a week, such as Monday, Wednesday, and Friday.
f. Daily (D) - Services performed 261 times during each 12 month period of the contract, once each day, Monday through Friday, excluding holidays.

7. **Low Dusting**: All horizontal and vertical surfaces at and below seven (7) feet from floor level, including partitions and internal dividers. Surfaces shall be free of laden airborne dirt, soil, lint, or other foreign matter.
8. **Regular Working Hours**: 6:30 a.m. to 4:30 p.m. local time.
9. **Space:** A space is an area to receive custodial services which may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobby areas, offices, entrances, and elevators.
10. **Sweep**: The removal of loose dirt, dust, debris, and other foreign matter through either manual or mechanized methods.
11. **Vacuum**: The mechanical removal of loose dirt, dust, soil, debris, and other foreign matter from carpeted areas and entrance mats.
12. **Waste Containers**: Waste containers are defined as trash receptacles, waste baskets, trash cans, wastepaper baskets, paper towel receptacles, ash trays, or any container holding trash, paper, or refuse of any type.
13. **Wet Mop**: The removal of built-up dirt, soil, liquids, or other foreign matter from a floor using a cotton or similar yarn-type mop with either sufficient neutral detergent and water solution, or neutral disinfecting detergent and water solution. This shall include rinsing if recommended by the detergent manufacturer.
14. **Sanitize**: Use of a disinfectant cleaner conforming to Federal Specification O-D-1277.

D. **Facility**: The Government will furnish or make available to the Contractor a facility that is equipped adequately for Contractor's needs. Should the Contractor choose to use the facility, adequate precautions, shall be taken by the Contractor to prevent fire hazards, odors, and vermin. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government shall be made at the expense of the Contractor. At the completion of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on his/her part or on the part of his/her employees.

E. **Contractor Furnished Items**

The Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. The Contractor shall assure that all required materials and parts are readily available within the time-frames required for recurring and nonrecurring work.

Materials and equipment shall be of the type and quality used in large-scale commercial cleaning operations performed under contract, and shall be approved by the COTR or designee before use.

1. **Material Requirements**: All toilet supplies and custodial materials and supplies provided by the Contractor shall conform to the requirements of the latest edition of the applicable federal specifications listed herein, and in accordance with NPR 8530.1—Affirmative Procurement Plan for Environmentally Preferable Products. Those not covered by federal specifications shall be of commercial grade and quality. Fifteen (15) calendar days prior to contract start, the Contractor shall submit to the COTR a list of the materials with current Material Safety Data Sheets (MSDS) to be used. The list shall

include the manufacturer's name, brand name and statement certifying that materials supplied meet or exceed contract requirements.

a. **Toilet Supplies**: Toilet supplies to be furnished by the Contractor shall conform to requirements specified below:

1) **Soaps**: Soaps for rest rooms shall conform to the following requirements.

(a) Powdered soap for dispenser use shall be mildly scented, free-flowing, non-caking powder conforming to Federal Specification A-A-50.

(b) Liquid soap for dispenser use shall be mildly scented; approximately 15% concentrate, conforming to Federal Specification P-S-624 Type 1.

2) **Paper Towels and Toilet Paper**: Paper towels and toilet paper shall conform to the following requirements.

(a) Paper towels shall suit the existing paper towel dispensers, and shall conform to the following specifications: Towel, Paper Roll, White, 8" x 425', Single Ply, 12 Rolls per case

(b) Toilet tissue shall suit the existing toilet tissue dispensers and shall conform to the following specifications: Paper, Toilet Jumbo Roll, White, 2250' x 3.9", 1 Ply, 12 Rolls per case

(c) Paper towels and toilet tissue shall meet the EPA recommended minimum content standards for recovered materials. Factory reject type paper shall not be used on this contract.

(d) Bathroom tissue shall consist of 20 percent to 100 percent recovered fiber and 20 percent to 60 percent post consumer fiber.

(e) Paper towels shall consist of 40 percent to 100 percent recovered fiber and 40 percent to 60 percent post consumer fiber.

3) **Deodorants**: Cake deodorants shall conform to Federal Specification D-215, and shall fit existing dispensers.

4) **Disinfectant Germicidal**: Disinfectant shall conform to Federal Specification O-D-1277.

b. **Waste Container Liners**: Liners shall conform to Federal Specification PPP-B-26, be of proper size to fit the containers, and meet the EPA recommended recovered materials content levels.

c. **Floor Wax**: Floor wax shall be an acrylic slip resistant wax conforming to Federal Specification P-W-155. NOTE: "Complete for Floors" by Johnson Wax and "Startime Floor Finish" by Jansi-Serve are prohibited for use by the Hampton Roads Sanitation District.

d. **Sanitary Pads**: Sanitary pads shall be of commercial grade and quality and shall fit the existing sanitary pad dispenser

e. **Floor Wax Stripper**: Stripper shall be ammonia free and 100% biodegradable.

2. **Equipment**: All power driven equipment for vacuuming, floor scrubbing, waxing, shampooing, and polishing shall be of the industrial type, mechanically sound, safe to operate, and in a condition that will not harm or excessively wear existing finishes and floor coverings, and shall meet Langley Research Center safety policies for noise and air quality.

F. Management and Administrative Requirements

1. **General Management Requirements**: The Contractor shall manage the total work effort associated with the custodial services required herein to assure fully adequate and timely completion of services in this contract. Included in this function are a full range of management and administrative duties not specifically included elsewhere in this Statement of Work. These include but are not limited to such areas as payroll, purchasing, personnel, planning, scheduling, cost accounting, safety, financial reporting, establishing and maintaining management records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

   a. **Work Control**: The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and reports on the status of the Indefinite Delivery Indefinite Quantity items shall be provided when requested by the CO or COTR.

   b. **Work Schedule**: In addition to the frequency set forth below, the Contractor's initial work schedule shall indicate the days that twice weekly or more frequent services shall be performed and the day of the week that weekly or less frequent services shall be performed. The schedule shall list the type of work to be performed, the areas to be worked and the estimated time to complete the work in each area. When scheduled services performed twice weekly or less frequently fall on a holiday, alternate dates shall be specified. The initial work schedule, for the base period of the contract, shall be submitted to the COTR for review within fifteen (15) calendar days from date of award to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the COTR's approval at least three (3) calendar days prior to the performance. In preparing the work schedule, the Contractor shall comply with the following general requirements:

      1) Except as specified below all firm-fixed-price work shall be performed <u>during</u> the Government's regular working hours. If the Contractor desires to carry on work after regular working hours, or on Saturdays, Sundays or holidays, prior approval shall be obtained from the COTR.
         (a) <u>Shampooing Carpets and Rugs</u> - Friday, between the hours of 4:00 PM and 12:00 AM.
         (b) <u>Stripping and Waxing Floors</u> - Monday thru Friday, between the hours of 4:00 PM and 12:00 AM.
      2) <u>Boxed Paper Pick Up</u> - During regular working hours.
      3) <u>Indefinite Quantity</u> work items (see Item G.2 of this SOW) shall be performed Monday thru Friday during the Government's regular working hours. If the Contractor desires to perform this work other than during the days and times shown, or on Saturdays, Sundays, or holidays, prior approval shall be obtained from the COTR.

   c. **Interface with Government Business**: The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may

be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, and customer discomfort.

d. **Protection of Government Property**: During execution of the work, the Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

e. **Communications**: Regardless of the type of work, the Contractor is responsible for sustaining feedback and direct contacts with all customers. To promote good customer relations, the Contractor shall strive to ensure that in each case there is a complete mutual understanding of each work order's description of work, scheduling and access requirements; and that the quality level desired - and that to be delivered are the same. The Contractor shall keep customers advised of any interference problems or necessary changes in the work, preferably in advance, and shall notify the customer and COTR within two (2) calendar days when the work is completed.

f. **Documentation**: The Contractor shall maintain documentation in a format where work status can be identified. Specific reporting requirements are identified in Exhibit A.

1) **Records:** The Contractor shall maintain historical records of all work performed, and prepare and submit all reports specified herein. Documents are either specified as contract requirement submissions in Exhibit A, or specified within the contract as inherent performance requirements under the SOW.

2) **Contract Completion**: All records and copies of reports shall be turned over to the CO within five (5) calendar days following contract completion.

3) **Media**: All data delivered to the Government will become the property of the Government and will not be returned to the Contractor except for correction of errors

2. **General Administrative Requirements**

a. **Contractor Vehicles**: The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All Contractor vehicles shall display a valid State license plate, shall be maintained in good repair, and adhere to all State and local codes. Vehicle Operators must possess a valid state license.

b. **Permits**: The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable Federal, State, and local laws. Evidence of such permits and licenses shall be provided to the CO before work commences.

G. Custodial Services Requirements

The Contractor shall provide the custodial services described herein. Custodial services requirements are divided into two groups: Basic Services and Indefinite Delivery Indefinite Quantity requirements. The requirements are set forth below. An inventory of each building and

its estimated square footage of carpet, tile, and concrete to receive custodial services are included in Exhibit E.

1. **Basic Services**: Basic services shall be performed at the frequencies set forth, and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. All costs associated with all basic services are included in Contract Line Item Number 1 (CLIN 1). The requirements for these services include the following:

a. **Space Cleaning**: Space cleaning shall consist of the following services each time a space is cleaned:

1) **Vacuuming Carpets and Rugs**: Carpeted areas and rugs shall be vacuumed free of all loose soil and debris.

2) **Carpet and Tile**: Carpet areas shall be shampooed and tiled areas shall be stripped and waxed.

3) Floor Cleaning: Floor cleaning shall include sweeping and mopping of the entire floor surface. Chairs, trash receptacles and easily movable items shall be moved in order to perform these tasks. Floors shall be swept prior to mopping or machine scrubbing. Wood or carpeted floors shall not be mopped.

4) **Spot Mopping**: Spot mopping shall include damp mopping of all affected floor surfaces. Debris, spills, stains, shall be wet mopped to remove all evidence of soiling.

5) **Emptying Waste Containers**: All waste containers shall be emptied and plastic liners replaced. Any plastic liner with food wastes or that is soiled or leaking shall be replaced with a new plastic liner. Waste containers shall be washed, when needed, inside and outside utilizing a disinfectant and shall be free or odors. After washing, containers shall be wiped dry and new plastic liners installed. All ash trays and ash receptacles shall be emptied and cleaned free of tobacco residue. Boxes, cans, bottles, and other items placed adjacent to waste containers and marked "TRASH" shall also be removed and disposed of. All waste collected shall be disposed of in the nearest outside trash collection point. Waste that falls on the floor and outside grounds during the waste removal shall be picked up and disposed of by the Contractor. The Contractor is not required to clean up behind or move trash generated by commercial contractors performing government work.

6) **Boxed Paper Pick Up**: Boxed privacy act documents, trash, and other materials shall be labeled as such and moved to a specified location for pick-up.

7) **Cleaning Walk-Off Mats**: Each time floors are swept/dust mopped or vacuumed; walk-off mats in that area shall be cleaned. Soil and moisture underneath mats shall be removed and the floor shall be cleaned as appropriate along with the rest of the floor. The mats shall be returned to their original locations afterwards. The Contractor shall report, in writing to the Facility Coordinator, all walk-off mats that are worn out to the point of being ineffective.

8) **Clean Drinking Fountains/Glass & Mirror Cleaning**: Disinfect all porcelain and polished metal surfaces, including orifices and drains using germicidal detergent. Glass cleaning shall include all mirrors, both sides of exterior glass doors, including adjacent trim and glass display cases.

9) Dusting: Dusting shall be accomplished in conference rooms and executive meeting areas only. Executive meeting areas are located in Building Numbers 1202A and 1219.

10) **Clean Shop Sinks**: Wipe out with cleanser.

b. **Rest Room Services**: Rest room services shall consist of the following each time services are performed.

1) **Cleaning Rest Rooms**: Rest room fixtures, including water closets, urinal, lavatories and sinks shall be washed inside and outside utilizing a disinfectant. Pumice sticks and an approved toilet bowl cleaner shall be used to remove stains from urinals and water closets. Brushes, sponges and cloths that have been used to clean any other part of the rest room (including water closets, urinals, walls, floors, and partitions) shall not be used to clean lavatories or sinks. Floors shall be swept/dust mopped and mopped with a disinfectant. Floor drains shall be cleaned and flushed with a disinfectant. Wainscoting, partitions, walls and doors shall be cleaned. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be cleaned. Waste containers shall be emptied, disinfected and plastic liners replaced. If present, shower stall rooms and locker/dressing rooms shall be considered part of the rest rooms and cleaned accordingly.

2) **Servicing Rest Rooms**: Servicing rest rooms shall include inspecting, replenishing and cleaning supply dispensers. Rest room supplies shall include, but are not limited to, paper towels, toilet tissue and soap. The Contractor shall stock rest rooms with sufficient supplies to insure that the supplies will last until the next scheduled service.

c. **Basic Services Schedule**:

Vacuuming Carpets and Rugs	2 times per month, Contractor shall determine
Carpet and Tile (Shampooed and Stripped/waxed)	1 time per year, Contractor shall determine
Floor Cleaning	2 times per month, Contractor shall determine
Spot Mopping (including concrete)	As needed
Empty Waste Containers, and, if necessary re-line containers	2 times per week, Every Tuesday and Friday
Boxed Paper Pick-Up	1 time per week, Every Wednesday
Clean Glass Exit Doors	1 time per week, Contractor shall determine
Dust Conference Rooms	1 time per week, Contractor shall determine
Empty/Wipe Ash Trays	1 time per week, Contractor shall determine
Clean Shop Sinks	1 time per week, Contractor shall determine
Clean Floor Mats	1 time per week, Contractor shall determine
Clean/Service Restrooms	3 times per week
Clean Water Fountains	2 times per week

d. **Special Requirements**: The following buildings require special services work as described herein.

1) **Building 1149 Dispensary**: Space cleaning and rest room services shall be performed daily.

2) **Building 1152**: Special requirements shall be performed on the first floor only. Shredding of all classified documents shall be performed three times per week. Canvas bags on the shredding machine shall be washed and air

dried only, as required to ensure equipment is properly maintained and in operational condition.

3) **Building 1202A,** Pearl I. Young Theater Room 132, news room, shall be vacuumed weekly.
4) **Building 1219,** Room 225**,** The set-up and/or removal of furniture, temporary floor coverings and audio/visual equipment shall be provided as needed per scheduled event.
5) **Building 1222B**: Fitness Center shall have daily space cleaning and rest room services. The gymnasium floor shall be swept daily and mopped once a week. The sweeping and mopping of the gymnasium floor shall be performed between 7:15 a.m. and 11:00 a.m.
6) **Building 1213** (Cafeteria Building): Basic services shall be provided for all of Building 1213 twice a week. In addition, the following services for Building 1213 shall be performed after 1:30 p.m.: sweep and mop and vacuum main dining area rooms 116 and 129 daily; the chairs in room 129 shall be lifted every other day in order to sweep and mop and vacuum underneath; vacuum rooms 130, 150, and 151 daily; clean inside of Handicap Elevator once a week, and clean the area underneath the elevator weekly; sweep and mop the foyers daily; clean glass doors daily.
7) **Building 1213** (Exchange Shop): Basic services shall be provided for the office and shop, in rooms 142 and 129A, twice a week.
8) **Building 1231**, **1231B, and 1231C** (Langley Child Development Center): All work shall be performed after 5:30 p.m. In addition to the basic services provided twice a week, the following additional services shall be provided daily: clean and sanitize all restrooms and sinks; sweep and mop floor; vacuum carpets; empty waste containers; clean entrance doors; and clean water fountains.
9) **Building 1222** (Reid Center): Shall receive daily space cleaning and restroom servicing and daily set-up and/or removal of furniture, temporary floor coverings and audio/visual equipment as needed per scheduled event.
10) **Building 1308** (Badge and Pass Office): Basic services shall be performed daily. Trash shall be emptied twice a week. Carpet shall be vacuumed weekly. Floors shall be mopped twice weekly.
11) **Building 1192C** Air Force Dispensary: Space cleaning and rest room services shall be performed daily.

2. Indefinite Delivery/Indefinite Quantity (IDIQ) Work -CLIN 2: IDIQ work includes those custodial services required on an irregular frequency and those services that exceed the limitations of services identified under Basic Services. IDIQ work will be ordered by the CO on a delivery order basis and include the following:

a. **Stripping and Re-waxing Floors**: Resilient flooring shall be swept/dust mopped and stripped to remove all built-up wax and imbedded dirt prior to re-waxing. After application of wax, areas shall be buffed (if required) sufficiently for maximum gloss and uniform sheen from wall to wall, including corners. The re-waxed floor shall present a clean appearance free from scuff marks or dirt smears. Furniture or other equipment moved during floor stripping and re-waxing shall be returned to their original positions. The required completion time shall be within five (5) calendar days from issuance of request.

b. **Shampooing Carpets and Rugs**. Prior to shampooing, carpets and rugs shall be vacuumed free of all loose soil and debris. Shampooing shall be done by the water

extraction method. After drying, furniture or other equipment moved for the shampooing shall be returned to their original positions. The required completion time shall be within five (5) calendar days from issuance of request.

c. **Emergency Custodial Service for clean up of water spills/Unscheduled Cleaning/Other Custodial Services**. All areas shall be free of standing water. There shall be no evidence of any film or slippery areas where clean up has been performed. All substances shall be disposed of in accordance with LaRC and environmental regulations. This shall be provided on an on-call basis with a one hour response time. The required completion time shall be within one (1) calendar day from issuance of request.

All unscheduled cleaning, which shall include sweeping, mopping of floors, stairs, trenches, wall cleaning, confined spaces, vacuuming of carpets, and rest room cleaning, shall be completed within five (5) calendar days from issuance of request. All furniture and partitions shall have a uniform appearance, free of streaks, stains and spots. Furniture and other equipment shall be returned to their original position.

Other services as requested include but are not limited to, removal of bird excrement, leaves, and other debris from interior or exterior of buildings, stoops, steps, and stairways.

d. **Table and Chair Set Up and Removal**: Set up, rearrangement and/or removal of chairs for special occasions such as NASA's "Open House".

e. **Miscellaneous Services for H.J.E. Reid Conference Center:** Clean interior of refrigerators, microwaves, and kitchen sinks.

f. **Replace and/or Replenish Paper Dispensers at LaRC:** Contractor shall provide new or replace damaged soap dispensers, paper towel dispensers, sanitary napkin dispensers, and toilet paper dispensers as needed as specified by the COTR.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

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

None included by reference.

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

CLAUSE NUMBER	DATE	TITLE

None included by reference.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

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
52.246-2	AUG 1996	INSPECTION OF SUPPLIES FIXED-PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

CLAUSE NUMBER	DATE	TITLE

None by reference

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

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
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE

None included by reference.

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be 12 months from the effective date of the contract including a two-week Phase-in period.

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

The place(s) of performance shall be the East and West sides of NASA Langley Research Center, Hampton, VA.

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

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

None included by reference.

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

CLAUSE NUMBER	DATE	TITLE

None included by reference.

G.2 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES

The Contractor is authorized use of the types of services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only.

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

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

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

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

(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) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

G.3 TECHNICAL DIRECTION (NASA 1852.242-70) (SEP 1993)

(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 1842.270. "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) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 calendar 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 SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS

H.2 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:

Richmond District Office, Federal Building,
Suite 1150, 400 North 8th Street, P.O. Box 10126,
Richmond, VA 23240

(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.

H.3 SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75)(SEP 1989)

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

H.4 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (NOV 2004)

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

H.5 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.

H.6 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (MAR 2005)

a. Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPR 1371.2 "Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities" and LMS-CP-4850-- "Non-U.S. Citizen(s)/Foreign Representative(s) Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

b. Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a

background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non-U.S. citizen contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

H.7 UNESCORTED ACCESS BY U.S CITIZEN CONTRACTOR EMPLOYEES (LaRC 52.204-102) (OCT 2004)

Visits by U.S. citizen contractor employees that are expected to exceed 90 days will require the employee to undergo a Background Investigation. These Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, (IAW requirements of Executive Order #12968), or has been the subject of a prior favorable NAC investigation.

For contractor employees requiring a NAC, the Contractor shall require its employees to submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant Fingerprint Card" to the LaRC Badge and Pass Office, Mail Stop 232. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a NASA NAC is approximately 60 days.

H.8 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (LaRC 52.204-104) (JAN 2002)

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its Confidential Business Information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

H.9 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (APR 2002)

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

B**. Identification Badges**--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA LaRC Badge and Pass Office, located at the Badge and Pass Office, Building No. 1308. Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately 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 Outprocessing**--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.10 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OF THE BID BY REFERENCE (LaRC 52.214-95) (NOV 2002)

Pursuant to FAR 14.201-1(c), the completed Representations, Certifications, and Other Statements of the bid are hereby incorporated by reference.

H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (FAR 52.217-9) (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for four (4) additional periods of 12 months each as described in Section C, Description/Specification/Work Statement. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

Option Period 1		
Period of Performance (Ref. F.2)	12 Months	
CLIN 1 - Basic Services (Firm Fixed Price) (Ref. B.3.a.)	1 Lot	$1,152,542.98
CLIN 2 - I DIQ Services(Ref. B.3.b.)		
Element	Maximum Quantity	Unit Price
Stripping and Re-waxing Floors (Section C, Item G.2.a.)	30,000 Sq. Ft.	[redacted]
Shampooing Carpets and Rugs (Section C, Item G.2.b.)	25,000 Sq. Ft.	
Emergency Custodial Service for clean up of water spills/Unscheduled Cleaning/Other Custodial Services (Section C, Item G.2.c.)	22,000 Sq. Ft.	
Table and Chair Set Up and Removal (Section C, Item G.2.d.)	480 Hours	
Miscellaneous Services for H.J.E. Reid Conference Center (Section C, Item G.2.e.)	350 Hours	
Replace and/or Replenish Paper Dispensers (Section C, Item G.2.f.)	40 Ea	

Option Period 2		
Period of Performance (Ref. F.2)	12 Months	
CLIN 1 - Basic Services (Firm Fixed Price) (Ref. B.3.a.)	1 Lot	$1,166,712.11
CLIN 2 - I DIQ Services(Ref. B.3.b.)		
Element	Maximum Quantity	Unit Price
Stripping and Re-waxing Floors (Section C, Item G.2.a.)	30,000 Sq. Ft.	[redacted]
Shampooing Carpets and Rugs (Section C, Item G.2.b.)	25,000 Sq. Ft.	
Emergency Custodial Service for clean up of water spills/Unscheduled Cleaning/Other Custodial Services (Section C, Item G.2.c.)	22,000 Sq. Ft.	
Table and Chair Set Up and Removal (Section C, Item G.2.d.)	480 Hours	
Miscellaneous Services for H.J.E. Reid Conference Center (Section C, Item G.2.e.)	350 Hours	
Replace and/or Replenish Paper Dispensers (Section C, Item G.2.f.)	40 Ea	

Option Period 3

Period of Performance (Ref. F.2)	12 Months	
CLIN 1 - Basic Services (Firm Fixed Price) (Ref. B.3.a.)	1 Lot	$1,181,306.41
CLIN 2 - I DIQ Services(Ref. B.3.b.)		
Element	Maximum Quantity	Unit Price
Stripping and Re-waxing Floors (Section C, Item G.2.a.)	30,000 Sq. Ft.	[redacted]
Shampooing Carpets and Rugs (Section C, Item G.2.b.)	25,000 Sq. Ft.	
Emergency Custodial Service for clean up of water spills/Unscheduled Cleaning/Other Custodial Services (Section C, Item G.2.c.)	22,000 Sq. Ft.	
Table and Chair Set Up and Removal (Section C, Item G.2.d.)	480 Hours	
Miscellaneous Services for H.J.E. Reid Conference Center (Section C, Item G.2.e.)	350 Hours	
Replace and/or Replenish Paper Dispensers (Section C, Item G.2.f.)	40 Ea	

Option Period 4

Period of Performance (Ref. F.2)	12 Months	
CLIN 1 - Basic Services (Firm Fixed Price) (Ref. B.3.a.)	1 Lot	$1,196,338.32
CLIN 2 - I DIQ Services(Ref. B.3.b.)		
Element	Maximum Quantity	Unit Price
Stripping and Re-waxing Floors (Section C, Item G.2.a.)	30,000 Sq. Ft.	[redacted]
Shampooing Carpets and Rugs (Section C, Item G.2.b.)	25,000 Sq. Ft.	
Emergency Custodial Service for clean up of water spills/Unscheduled Cleaning/Other Custodial Services (Section C, Item G.2.c.)	22,000 Sq. Ft.	
Table and Chair Set Up and Removal (Section C, Item G.2.d.)	480 Hours	
Miscellaneous Services for H.J.E. Reid Conference Center (Section C, Item G.2.e.)	350 Hours	
Replace and/or Replenish Paper Dispensers (Section C, Item G.2.f.)	40 Ea	

H.12 OBSERVATION OF SAFETY STAND DOWN DAY BY CONTRACTOR EMPLOYEES (LaRC 52.223-92) (JUL 2005)

The Langley Research Center (LaRC) Safety Stand Down Day is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates all or a portion of a day as Safety Stand Down Day (or equivalent), the Contractor shall require all onsite and nearsite employees to participate in all Safety Stand Down Day activities at LaRC. Normal work activities, with the exception of critical services (e.g., physical and computer security), will be suspended.

H.13 INVOICE PAYMENTS

(a) The invoice for the Phase-In Period shall be submitted at the end of the Phase-In Period.

(b) Payment will be made by the Government to the Contractor no more than twice monthly based on receipt of a proper invoice and satisfactory contract performance. The Contractor shall invoice for CLIN 1 and CLIN 2 work, performed during the billing period, on one invoice. During each billing period, CLIN 1 shall be billed at no more than 1/24 the total firm-fixed price of CLIN 1 if the Contractor elects to invoice twice monthly, or no more than 1/12 the total firm-fixed price of CLIN 1 if the Contractor elects to invoice monthly.

(c) A proper invoice is defined as containing the following information:
(1) Contract Number;
(2) Name and address of Contractor;
(3) Invoice date;
(4) Invoice Number and Taxpayer Identification Number;
(5) CLIN, quantity, unit of measure, unit price, and extended price of services performed;
(6) Total Amount Due;
(7) Name and Title of Signer:
Signature and Date

(d) The original (identified as such) plus 3 copies of all invoices shall be sent directly to the Payment Office at the address below:
NASA Langley Research Center
Attn: M/S 175/Financial Management Services Section
Hampton, VA 23681-2199

(e) All payments will be made by electronic funds transfer. Payment will be forwarded to the financial institution and account identified in the Standard Form 3881 executed by the Contractor.

b. The following clauses are applicable to CLIN 2 only for this contract

H.14 TASK ORDERING PROCEDURE (NASA 1852.216-80) (OCTOBER 1996) ALTERNATE I (OCTOBER 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
(1) Date of the order.
(2) Contract number and order number.
(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
(4) Performance standards, and where appropriate, quality assurance standards.
(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
(7) Delivery/performance schedule including start and end dates.
(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within three (3) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
(1) Contract number, task order number, and date of the order.
(2) Task ceiling price.
(3) Cost and hours incurred to date for each issued task.
(4) Costs and hours estimated to complete each issued task.
(5) Significant issues/problems associated with a task.
(6) Cost summary of the status of all tasks issued under the contract.

[END OF SECTION]

II- CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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	JUL 1995	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	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.214-26	OCT 1997	AUDIT AND RECORDS--SEALED BIDDING
52.214-27	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS--SEALED BIDDING
52.214-28	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA-- MODIFICATIONS --SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE-- SEALED BIDDING
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES **Insert: "10 days"**
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT **Insert "30 days and 60 days" respectively, in paragraph (a). Insert "5 years" in paragraph (c)**
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-18	JUN 2003	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (DEVIATION)
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	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	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS.
52.222-41	JUN 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT.
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.225-1	JUN 2003	BUY AMERICAN ACT-SUPPLIES
52.225-13	MAR 2005	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
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
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
52.233-1	JUL 2002	DISPUTES (ALT I) (FEB 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED PRICE (ALT I) (APR 1984)
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS

52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.249-4	APR 1984	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

I-2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union- security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.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.

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

Employee Class	Monetary Wage
Supervisor $14.	72
Supply/Maintenance Technician	$10.52
Secretary/Bookkeeper	$ 9.64
Quality Control Person	$11.81
Floor Maintenance Custodian	$ 8.57
Facility Maintenance Leader	$10.52
Facility Maintenance Custodian	$ 8.57
Custodian Crew Leader	$ 9.64
Custodian	$ 8.57

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

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

____http://www.arnet.gov/far/_____

____http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm___

I.5 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 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, Bruce Holmes, direct inquires to Rosemary C. Froehlich, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2423; facsimile (757) 864-8541; email Rosemary.C.Froehlich@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.

I.7 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NASA 18-52.232-77) (MAR 1989)

(a) Of the total price of items Phase-In through CLIN 1, the sum of **$30,000** 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 in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
[Insert schedule for allotment of funds]	
_____TBD_____	_____
_____	_____
_____	_____
_____	_____

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above 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 **November 7, 2005**.

(2) 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 contractor 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 estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, 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 subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, 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) above 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) above. 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. The following clauses are applicable to the IDIQ portion of this contract. (CLIN 2)

I.8 NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.216-18	OCT 1995	ORDERING **Insert: "the effective date of the contract"** through **"seven days prior to the end of the contract period of performance" in paragraph (a).**
52.216-19	OCT 1995	ORDER LIMITATIONS **Insert: "$15", "$28,500", "$28,500", "15" and "3" in paragraphs (a), (b)(1),(b)(2), (b)(3) and (d), respectively**.
52.216-22	OCT 1995	INDEFINITE QUANTITY **Insert: "three months" in paragraph (d).**

[END OF SECTION]

III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J- LIST OF ATTACHMENTS

J.1 EXHIBITS

EXHIBIT A	CONTRACT DOCUMENTATION REQUIREMENTS
EXHIBIT B	CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS, DD FORM 254
EXHIBIT C	WAGE DETERMINATION NO. 94-2544, REVISION NO. 18, AND ATTACHMENT TO EXHIBIT C - COLLECTIVE BARGAINING AGREEMENT
EXHIBIT D	SAFETY AND HEALTH PLAN
EXHIBIT E	INVENTORY OF BUILDINGS AND REST ROOMS

J.2 LIST OF ATTACHMENTS TO SECTION L

ATTACHMENT 1	SAFETY AND HEALTH PLAN INSTRUCTIONS
ATTACHMENT 2	HISTORICAL DATA
ATTACHMENT 3	EVALUATION OF PAST PERFORMANCE QUESTIONAIRE AND INSTRUCTIONS

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[X] (i) Paragraph (b) applies.

[ ] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http:/ /orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF PROVISIONS 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
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE Insert **"DO-C9"** rated order" in blank.
52.214-3	DEC 1989	AMENDMENTS TO INVITIATIONS FOR BIDS
52.214-4	APR 1984	FALSE STATEMENTS IN BIDS
52.214-5	MAR 1997	SUBMISSION OF BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	NOV 1999	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
52.214-10	JUL 1990	CONTRACT AWARD--SEALED BIDDING
52.214-12	APR 1984	PREPARATION OF BIDS
52.237-1	APR 1984	SITE VISIT

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

CLAUSE NUMBER	DATE	TITLE
1852.233-70	OCT 2002	PROTESTS TO NASA
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN (ALT I) (NOV 2004)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a **Firm-Fixed Price** contract resulting from this solicitation.

L.3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NASA Langley Research Center
Attn: 126/Panice Clark
Hampton, VA 23681-2199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/_____

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

PART IV -REPRESENTATIONS AND INSTRUCTIONS

L.5 PRE-BID CONFERENCE

(a) A Pre-Bid Conference will be held as indicated below:

Date: September 14, 2005
Time: 1:00 p.m., EST
Location: Building 1195A, Room 216
NASA Langley Research Center
Hampton, VA 23681-2199

(b) Attendance at the Pre-Bid Conference is recommended; however, attendance is neither required nor a prerequisite for bid submission and will not be considered in the evaluation.

Attendance will be limited to a maximum of three representatives per offeror. The Conference will be unclassified. Please provide the following registration information to Terry Cobb at fax (757) 864-7898 by close of business at least three (3) business days prior to the Conference:

Solicitation number located on this document's cover sheet
Company name and address
Name and title of attendee
Is Attendee a U.S. Citizen, possess a green card, or a resident alien?
Phone number
Fax number
Copy of business license

In order that as many questions as possible may be answered at the Pre-Bid Conference, written questions must be submitted by email to Terry Cobb, Contract Specialist, at beth.t.cobb@nasa.gov no later than close of business three (3) business days prior to the Conference. 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. After the briefing, please advise this Center if your firm intends to submit a proposal.

L.6 INSTRUCTIONS FOR ACCESS TO LARC'S GEOGRAPHIC INFORMATION SYSTEM

A website describing LaRC's facilities is available as cited below. The website will be available until the date that bids are due. Access to the website requires a password which will be issued at the Pre-Bid Conference or by the offeror submitting the following information to Terry Cobb at fax (757) 864-7898 prior to the Pre-Bid Conference:

Solicitation number located on this document's cover sheet
Company name and address
Name and title of attendee
Is Attendee a U.S. Citizen, possess a green card, or a resident alien?
Phone number
Fax number
Copy of business license

Data describing LaRC's floor coverings and restrooms has been compiled and is available for analysis down to the room level from the LaRC's Geographic Information System at the following website:

http://gis-www.larc.nasa.gov/maps/active_bldg

Note: It is suggested that the browser pop-up blocker be turned off since multiple windows are used in this application.

The help button provides instruction on all tools available. Some basic instructions specific to this application include the following:

- "Active" buildings are displayed (red), as illustrated in the right-hand layer legend.
  Zoom to an area of interest by using zoom buttons at top of page or dragging a rectangle or clicking in an area of interest.
- To go to the area around a particular building, use the binocular tool, which allows the input of a specific building.
- Clicking on zoom to these records will display area with all buildings containing specific building number.
- Clicking on the Rec. will zoom to the area for the specific portion of the building.
- Clicking on the Building Number displays a photo of the building.
- Clicking on the Camera icon of the layer list and then clicking on the building also displays a photo of the building.
- If there is a tight cluster of buildings and you are unsure of building number you can click the identify button "i" and then click on a building on the map, which returns Building Number data.
- Clicking the view floor coverage button and then clicking on the map returns another window with room level details. Rooms are labeled by room number (bold) and room area.
- Zooming in and panning around will allow room numbers and sizes for dense areas of rooms to be visible.
- Bathroom fixtures are displayed, but may require zooming in to visible. The rooms are symbolized by type of floor covering per legend in layer list.
- Find and Identify features described above work similarly in this view.

PDF print exports graphics to a PDF file, which can be printed or integrated into another document.

L.7 EVALUATION OF PAST PERFORMANCE QUESTIONNAIRE

Each offeror shall select three customers for whom it has performed services or delivered products in the last five years that are similar in size and content to the requirements of this solicitation. The offeror shall provide each of these customers an Evaluation of Past Performance Questionnaire (Attachment 3 to this solicitation) for completion and submission to the Contract Specialist for this solicitation. The selected customers should return or fax this questionnaire within the timeframe specified in this solicitation to the address or fax number provided. The information submitted may be verified by the Government through discussions with the references provided.

Independent Past Performance Information – Other references, aside from those provided by the offeror, may be contacted and their comments considered. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the offeror.

L.8 CONTENTS OF OFFEROR'S RESPONSE

All bids are due not later than 3:00 PM, EST on September 26, 2005; however, Evaluation of Past Performance Questionnaires (Attachment 3) are requested by September 16, 2005, to assist the Government in timely award. See table below for further clarification.

BID PACKKAGE	
Completed Standard Form 33	September 26, 2005, 3:00 p.m. EST
Completed Section B.1	September 26, 2005, 3:00 p.m. EST
Completed Section B.4	September 26, 2005, 3:00 p.m. EST
Completed Section K	September 26, 2005, 3:00 p.m. EST
Completed Section H.9	September 26, 2005, 3:00 p.m. EST
List of customers that received Attachment 3 (Evaluation of Past Performance Questionnaire)	September 26, 2005, 3:00 p.m. EST
EVALUATION OF PAST PERFORMANCE QUESTIONNAIRE	
Evaluation of Past Performance Questionnaire	Requested September 16, 2005, 3:00 p.m. EST; Due September 26, 2005, 3:00 p.m. EST

[END OF SECTION]

EXHIBIT A- CONTRACT DOCUMENTATION REQUIREMENTS

Reporting Requirements:

1. Monthly Walk-Thru Inspection and Progress Report -- A monthly inspection of facilities shall be conducted by a Government official and Contractor in order to evaluate performance. The Contractor shall submit a monthly progress report summarizing work progress, manpower utilization for assigned work, and material expenditures. This report shall be submitted within 10 operating days following the end of the reporting period.

2. Safety Reports -- The Contractor shall submit safety reports to the LaRC Safety and Facility Assurance Office. These reports shall be submitted on a quarterly basis if the period of performance exceeds ninety days. If the period of performance is less than ninety days, the Contractor shall submit a single report upon completion of on-site work.

The Safety Report shall include the following:

a. the hours worked on the contract
b. the number of fatalities
c. lost time cases
d. OSHA recordable incidents
e. first aid cases which have occurred during the past quarter (if less than ninety days, during the contract's period of performance).

NOTE: The NASA LaRC Safety and Facility Assurance Office (SFAO) has developed a web-based system entitled Contractor Monthly Accident Reporting (CMAR) located at http://cmar.larc.nasa.gov/login.cfm If you choose to submit your information electronically via CMAR, no additional hard-copy reports are required. Please contact the responsible NASA official identified at the site for additional information regarding access to the system.

3. Notice of Violation Response -- The Contractor shall respond to any Notice of Violation (NOV) issued for safety violations to the prime itself or its' subcontractors within three working days of issuance. The response should include cause for violation; mitigation of impact, if applicable; planned prevention of recurrence. Response shall be submitted to the issuer of the NOV.

4. Conformable Wage Rate Agreement -- Within 15 operating 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 FAR clause 52.222-41, Service Contract Act of 1965, as Amended, for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not listed in Exhibit C.

5. 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.

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

7. Evidence of Insurance -- The Contractor shall submit evidence of the insurance coverage, required by the Section H, NASA FAR Clause 1852.228-75 Minimum Insurance Coverage, (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. The

Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under any options exercised, if applicable.

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 126
Contract No. NNL06AA19C
Hampton, VA 23681-2199

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:

1. A--Contract Specialist/Contracting Officer, Mail Stop 126
2. B--Contracting Officer Technical Representative, Mail Stop 242
3. C---Safety and Facility Assurance Branch, Mail Stop 421
4. D--Contractor Labor Relations Officer, Mail Stop 144
5. E--According to instructions on form

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

LETTER CODE AND DOCUMENT: DISTRIBUTION

1. Monthly Walk-Thru Inspection and Progress Report: A-1, B-1
2. Safety Reports: A-1, B-1, C-1
3. Notice of Violation Responses: A-1, B-1, C-1
4. Conformable Wage Rate Agreement: A-1, B-1, D-1
5. Collective Bargaining Agreement: A-1, B-1, D-1
6. Federal Contractor Veterans Employment Report (VETS-100): E-1
7. Evidence of Insurance: A-1

D. When the Contract Specialist (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 Specialist. If delegated, 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.

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED
SECRET
b. LEVEL OF SAFEGUARDING REQUIRED
NONE

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*			**3. THIS SPECIFICATION IS:** *(X and complete as applicable)*			
	a. PRIME CONTRACT NUMBER			a. ORIGINAL *(Complete date in all cases)*		Date *(YYMMDD)*
	b. SUBCONTRACT NUMBER			b. REVISED *(Supersedes all previous specs)*	Revision No.	Date *(YYMMDD)*
X	c. SOLICITATION OR OTHER NUMBER **IFB NNL0597759E**	Due Date *(YYMMDD)*		c. FINAL *(Complete Item 5 in all cases)*		Date *(YYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? [X] YES [ ] NO. If Yes complete the following

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] NO. If Yes complete the following

In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.

6. CONTRACTOR ***(Include Commercial and Government Entity (CAGE) Code)***

a. NAME, ADDRESS, AND ZIP CODE	**b. CAGE CODE**	**c. COGNIZANT SECURITY OFFICE** ***(Name, Address, and Zip Code)***
FOR SOLICITATION PURPOSES ONLY		

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICES *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
NASA LANGLEY RESEARCH CENTER **HAMPTON, VA 23681-2199**	**N/A**	**N/A**

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

CUSTODIAL SUPPORT SERVICE AND DESTRUCTION OF CLASSIFIED MATERIALS

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	**11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:**	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA:		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE A TEMPEST REQUIREMENT		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER *(Specify)* .		X
k. OTHER *Specify)*					

DD Form 254, DEC 1999 *Previous editions are obsolete*

[ ] Direct [X] Through *(Specify):*

NASA LANGLEY RESEARCH CENTER, M/S 126, HAMPTON, VA 23681-2199
ATTN: Terry Cobb, (757) 864-2129

To the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20546, for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

ALL PERFORMANCE OF WORK FOR THIS PROCUREMENT INVOLVING CLASSIFIED INFORMATION SHALL BE PERFORMED AT GOVERNMENT OR PROPERLY CLEARED CONTRACTOR FACILITIES.

THE CONTRACTOR HAS NO PERFORMANCE REQUIREMENTS INVOLVING THE GENERATION OR SAFEGUARDING OF CLASSIFIED NATIONAL SECURITY INFORMATION. THE CONTRACTOR PERFORMANCE WILL INVOLVE PERIODIC ACCESS TO CLASSIFIED INFORMATION TO THE SECRET LEVEL.

THE CONTRACTOR FACILITY SECURITY OFFICER (FSO) SHALL CERTIFY THE SECURITY CLEARANCE STATUS OF EMPLOYEES SUPPORTING THIS CONTRACT VIA STANDARD VISIT REQUEST SUBMITTED ANNUALLY OR AS REQUIRED TO THE CERTIFIER IDENTIFIED IN SECTION 16A. THE VISIT REQUEST SHALL INCLUDE THE LEVEL OF CLEARANCE, DATE OF ISSUE, INVESTIGATION TYPE AND DATE COMPLETED.

CONTRACTORS PERFORMING SERVICES ON CONTRACTS INVOLVING ACCESS TO CLASSIFIED INFORMATION ARE SUBJECT TO SECURITY INSPECTIONS BY NASA SECURITY REPRESENTATIVES IN ADDITION TO ANY OVERSIGHT VISITS PERFORMED BY THE DEFENSE SECURITY SERVICE.

THE CERTIFIER IN SECTION 16A SHALL BE PROVIDED A COPY OF ANY DD FORMS 254 ISSUED TO SUBCONTRACTORS PERFORMING WORK FOR THIS CONTRACT.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)* [ ] Yes [X] No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.* [ ] Yes [X] No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
MICHAEL E. REAGAN	SECURITY SPECIALIST	**(757) 864-9470**

d. ADDRESS *(Include ZIP Code)*
NASA LANGLEY RESEARCH CENTER
M/S 450, ATTN: MICHAEL REAGAN
HAMPTON, VA 23681-2199

e. SIGNATURE

17. REQUIRED DISTRIBUTION

X	a. CONTRACTOR
	b. SUBCONTRACTOR
X	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	e. ADMINISTRATIVE CONTRACTING OFFICER
	f. OTHERS AS NECESSARY

94-2544 VA, NORFOLK

WAGE DETERMINATION NO: 94-2544 REV (32) AREA: VA,NORFOLK

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2543

****

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

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

Wage Determination No.: 1994-2544
Revision No.: 32
Date Of Revision: 05/23/2005

William W.Gross
Director
Division of Wage Determinations

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.22
01012 - Accounting Clerk II	11.04
01013 - Accounting Clerk III	13.48
01014 - Accounting Clerk IV	15.08
01030 - Court Reporter	14.23
01050 - Dispatcher, Motor Vehicle	13.13
01060 - Document Preparation Clerk	10.92
01070 - Messenger (Courier)	9.55
01090 - Duplicating Machine Operator	10.92
01110 - Film/Tape Librarian	10.56
01115 - General Clerk I	8.73
01116 - General Clerk II	10.75
01117 - General Clerk III	13.37
01118 - General Clerk IV	14.95
01120 - Housing Referral Assistant	19.00
01131 - Key Entry Operator I	10.04
01132 - Key Entry Operator II	12.64
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	12.85
01262 - Personnel Assistant (Employment) II	14.85
01263 - Personnel Assistant (Employment) III	16.62
01264 - Personnel Assistant (Employment) IV	18.52
01270 - Production Control Clerk	19.83
01290 - Rental Clerk	12.49
01300 - Scheduler, Maintenance	14.30

01311 - Secretary I	14.59
01312 - Secretary II	16.65
01313 - Secretary III	19.00
01314 - Secretary IV	22.28
01315 - Secretary V	23.39
01320 - Service Order Dispatcher	13.13
01341 - Stenographer I	11.56
01342 - Stenographer II	14.19
01400 - Supply Technician	22.28
01420 - Survey Worker (Interviewer)	12.02
01460 - Switchboard Operator-Receptionist	10.43
01510 - Test Examiner	16.65
01520 - Test Proctor	16.65
01531 - Travel Clerk I	10.12
01532 - Travel Clerk II	10.81
01533 - Travel Clerk III	11.46
01611 - Word Processor I	11.95
01612 - Word Processor II	14.41
01613 - Word Processor III	15.07
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.39
03041 - Computer Operator I	13.35
03042 - Computer Operator II	15.42
03043 - Computer Operator III	17.47
03044 - Computer Operator IV	20.13
03045 - Computer Operator V	21.51
03071 - Computer Programmer I (1)	19.54
03072 - Computer Programmer II (1)	22.11
03073 - Computer Programmer III (1)	26.37
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.35
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.02
05010 - Automotive Glass Installer	16.60
05040 - Automotive Worker	16.60
05070 - Electrician, Automotive	17.38
05100 - Mobile Equipment Servicer	15.00
05130 - Motor Equipment Metal Mechanic	18.20
05160 - Motor Equipment Metal Worker	16.60
05190 - Motor Vehicle Mechanic	18.20
05220 - Motor Vehicle Mechanic Helper	14.15
05250 - Motor Vehicle Upholstery Worker	15.78
05280 - Motor Vehicle Wrecker	16.60
05310 - Painter, Automotive	17.38
05340 - Radiator Repair Specialist	15.78
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	18.20
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.94
07010 - Baker	9.25
07041 - Cook I	8.46
07042 - Cook II	9.35
07070 - Dishwasher	7.85

07130 - Meat Cutter	13.46
07250 - Waiter/Waitress	7.56
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	13.34
09070 - Furniture Refinisher	16.03
09100 - Furniture Refinisher Helper	13.05
09110 - Furniture Repairer, Minor	14.56
09130 - Upholsterer	16.03
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.58
11060 - Elevator Operator	9.58
11090 - Gardener	10.19
11121 - House Keeping Aid I	7.59
11122 - House Keeping Aid II	9.73
11150 - Janitor	9.77
11210 - Laborer, Grounds Maintenance	9.52
11240 - Maid or Houseman	7.59
11270 - Pest Controller	12.79
11300 - Refuse Collector	12.12
11330 - Tractor Operator	10.36
11360 - Window Cleaner	10.36
12000 - Health Occupations	
12020 - Dental Assistant	11.88
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.79
12071 - Licensed Practical Nurse I	11.36
12072 - Licensed Practical Nurse II	12.75
12073 - Licensed Practical Nurse III	14.26
12100 - Medical Assistant	10.59
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.99
12190 - Medical Record Technician	13.15
12221 - Nursing Assistant I	7.77
12222 - Nursing Assistant II	8.74
12223 - Nursing Assistant III	9.54
12224 - Nursing Assistant IV	10.69
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	12.32
12311 - Registered Nurse I	19.72
12312 - Registered Nurse II	23.42
12313 - Registered Nurse II, Specialist	23.42
12314 - Registered Nurse III	28.34
12315 - Registered Nurse III, Anesthetist	28.34
12316 - Registered Nurse IV	33.96
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.65
13011 - Exhibits Specialist I	16.06
13012 - Exhibits Specialist II	19.51
13013 - Exhibits Specialist III	21.67
13041 - Illustrator I	19.05
13042 - Illustrator II	23.14
13043 - Illustrator III	25.69
13047 - Librarian	24.61
13050 - Library Technician	13.02
13071 - Photographer I	12.66
13072 - Photographer II	16.78
13073 - Photographer III	20.39

13074 - Photographer IV	22.64
13075 - Photographer V	27.40
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.35
15030 - Counter Attendant	7.35
15040 - Dry Cleaner	9.39
15070 - Finisher, Flatwork, Machine	7.35
15090 - Presser, Hand	7.35
15100 - Presser, Machine, Drycleaning	7.35
15130 - Presser, Machine, Shirts	7.35
15160 - Presser, Machine, Wearing Apparel, Laundry	7.35
15190 - Sewing Machine Operator	10.06
15220 - Tailor	10.74
15250 - Washer, Machine	8.03
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	20.07
19040 - Tool and Die Maker	22.24
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.62
21020 - Material Coordinator	19.83
21030 - Material Expediter	19.83
21040 - Material Handling Laborer	10.63
21050 - Order Filler	10.15
21071 - Forklift Operator	14.67
21080 - Production Line Worker (Food Processing)	14.67
21100 - Shipping/Receiving Clerk	12.25
21130 - Shipping Packer	12.25
21140 - Store Worker I	11.32
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.14
21210 - Tools and Parts Attendant	14.93
21400 - Warehouse Specialist	14.67
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.68
23040 - Aircraft Mechanic Helper	15.24
23050 - Aircraft Quality Control Inspector	21.60
23060 - Aircraft Servicer	16.99
23070 - Aircraft Worker	17.87
23100 - Appliance Mechanic	17.63
23120 - Bicycle Repairer	13.37
23125 - Cable Splicer	22.35
23130 - Carpenter, Maintenance	16.03
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician, Maintenance I	18.47
23182 - Electronics Technician, Maintenance II	18.89
23183 - Electronics Technician, Maintenance III	20.24
23260 - Fabric Worker	15.25
23290 - Fire Alarm System Mechanic	17.92
23310 - Fire Extinguisher Repairer	14.35
23340 - Fuel Distribution System Mechanic	18.95
23370 - General Maintenance Worker	15.31
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.79
23430 - Heavy Equipment Mechanic	16.79
23440 - Heavy Equipment Operator	16.79
23460 - Instrument Mechanic	17.92
23470 - Laborer	10.02
23500 - Locksmith	18.17

23530 - Machinery Maintenance Mechanic	18.43
23550 - Machinist, Maintenance	16.79
23580 - Maintenance Trades Helper	13.05
23640 - Millwright	22.64
23700 - Office Appliance Repairer	17.05
23740 - Painter, Aircraft	18.24
23760 - Painter, Maintenance	16.03
23790 - Pipefitter, Maintenance	18.73
23800 - Plumber, Maintenance	17.88
23820 - Pneudraulic Systems Mechanic	17.92
23850 - Rigger	17.51
23870 - Scale Mechanic	16.13
23890 - Sheet-Metal Worker, Maintenance	16.79
23910 - Small Engine Mechanic	15.31
23930 - Telecommunication Mechanic I	18.47
23931 - Telecommunication Mechanic II	22.18
23950 - Telephone Lineman	18.47
23960 - Welder, Combination, Maintenance	17.08
23965 - Well Driller	16.79
23970 - Woodcraft Worker	17.92
23980 - Woodworker	13.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.32
24580 - Child Care Center Clerk	11.32
24600 - Chore Aid	6.93
24630 - Homemaker	10.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.90
25040 - Sewage Plant Operator	17.81
25070 - Stationary Engineer	17.90
25190 - Ventilation Equipment Tender	14.36
25210 - Water Treatment Plant Operator	17.81
27000 - Protective Service Occupations	
(not set) - Police Officer	19.22
27004 - Alarm Monitor	13.15
27006 - Corrections Officer	13.78
27010 - Court Security Officer	15.80
27040 - Detention Officer	13.78
27070 - Firefighter	14.27
27101 - Guard I	9.61
27102 - Guard II	11.50
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.13
28020 - Hatch Tender	16.13
28030 - Line Handler	16.13
28040 - Stevedore I	16.59
28050 - Stevedore II	18.22
29000 - Technical Occupations	
21150 - Graphic Artist	18.24
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.72
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.11
29024 - Archeological Technician II	16.21
29025 - Archeological Technician III	20.02
29030 - Cartographic Technician	21.83
29035 - Computer Based Training (CBT) Specialist/ Instructor	29.49

29040 - Civil Engineering Technician	18.89
29061 - Drafter I	12.70
29062 - Drafter II	14.29
29063 - Drafter III	17.96
29064 - Drafter IV	21.83
29081 - Engineering Technician I	15.58
29082 - Engineering Technician II	16.67
29083 - Engineering Technician III	20.54
29084 - Engineering Technician IV	24.87
29085 - Engineering Technician V	29.05
29086 - Engineering Technician VI	35.89
29090 - Environmental Technician	16.43
29100 - Flight Simulator/Instructor (Pilot)	29.83
29160 - Instructor	22.57
29210 - Laboratory Technician	16.35
29240 - Mathematical Technician	21.83
29361 - Paralegal/Legal Assistant I	13.95
29362 - Paralegal/Legal Assistant II	16.94
29363 - Paralegal/Legal Assistant III	20.73
29364 - Paralegal/Legal Assistant IV	25.07
29390 - Photooptics Technician	21.83
29480 - Technical Writer	23.34
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.44
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.04
29622 - Weather Observer, Upper Air (3)	17.04
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.91
31260 - Parking and Lot Attendant	7.72
31290 - Shuttle Bus Driver	11.13
31300 - Taxi Driver	10.29
31361 - Truckdriver, Light Truck	11.13
31362 - Truckdriver, Medium Truck	12.19
31363 - Truckdriver, Heavy Truck	14.67
31364 - Truckdriver, Tractor-Trailer	14.67
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.25
99030 - Cashier	8.05
99041 - Carnival Equipment Operator	10.29
99042 - Carnival Equipment Repairer	10.80
99043 - Carnival Worker	7.33
99050 - Desk Clerk	8.48
99095 - Embalmer	18.35
99300 - Lifeguard	10.52
99310 - Mortician	25.42
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.51
99500 - Recreation Specialist	14.85
99510 - Recycling Worker	14.85
99610 - Sales Clerk	9.98
99620 - School Crossing Guard (Crosswalk Attendant)	9.62
99630 - Sport Official	9.34
99658 - Survey Party Chief (Chief of Party)	16.54

99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.04
99660 - Surveying Aide	10.33
99690 - Swimming Pool Operator	12.86
99720 - Vending Machine Attendant	12.62
99730 - Vending Machine Repairer	14.78
99740 - Vending Machine Repairer Helper	12.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

ATTACHMENT TO EXHIBIT C

COLLECTIVE BARGAINING AGREEMENT

COVERPAGE OF ATTACHMENT TO EXHIBIT C

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor in performing the above services and covered by the Collective Bargaining Agreement between Impact Management Services, and Public Service Employees local Union 572, Laborer's International Union of North America, AFL-CIO, are to be paid wage rates and fringe benefits set forth in the bargaining agreement(s), effective: May 1, 2004. Those employees not covered by this collective bargaining agreement are covered by the wage determination in Exhibit C.

SERVICE CONTRACT AGREEMENT

BETWEEN

PUBLIC SERVICE EMPLOYEES LOCAL 572
L.I.U.N.A., AFL-CIO

AND

IMPACT MANAGEMENT SERVICES
NASA/LANGLEY RESEARCH CENTER

EFFECTIVE: MAY 1, 2004
EXPIRES: APRIL 30, 2006

TABLE OF CONTENTS

ARTICLE NUMBER		PAGE NUMBER
I	Purpose and Scope	1
II	Union Recognition	1
III	Union Security	1
IV	Checkoff	2
V	No Discrimination	3
VI	Union Representation	3
VII	Discharge or Suspension	3
VIII	Grievance Procedure and Arbitration	5
IX	Seniority	7
X	Promotions	8
XI	Leave Of Absence	8
XII	Wages	10
XIII	Shift Scheduling, Basic Work Week and Hours of Work	10
XIV	Show Up and Reporting Time	11
XV	Overtime	11
XVI	Holidays	12
XVII	Vacations	13
XVIII	Sick Leave	13
XIX	Bereavement Leave	14
XX	Health and Welfare	14
XXI	Pension	14
XXII	Hiring of Employees	14
XXIII	Wash and Wear Uniforms	15
XXIV	Miscellaneous	15
XXV	No Strikes-No Lockouts	16
XXVI	Invalidity	16
XXVII	Health and Safety	17
XXVIII	Physical Examination	17
XXIX	Management Clause	17
XXX	Re-Opener Clause for Local Wage Addendum	17
XXXI	Successors and Assigns	18
XXXII	Savings Clause	18
XXXIII	Effective Date and Duration	18
	Addendum (A)	19
	Addendum (B)	20

provisions of any states "right-to-work" laws are inapplicable, all employees covered by this Agreement, who are performing such work, shall be required, to obtain membership in the Union no later that the thirty-first (31st) day of such employment or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

Section 3 Membership in the Union is separate, apart and distinct, from the assumption by an employee of his equal obligation to the Union, insofar as he/she receives benefits of his/her equal to that received by other employees. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit, fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not for members of the Union only. Accordingly, it is fair and equitable that each employee n the bargaining unit assume his/her fair share of meeting the Union's cost and expenses in performing its duties, as the exclusive bargaining representative.

Section 4 In accordance with the policy set forth, under Section Three (3) of this Article, all employees who are not members of the Union, shall pay to the Union, as the employees' exclusive bargaining representative, an amount of money equal to the Union's regular and uniformly imposed initiation fees and dues. For present employees, such payments shall commence no later than the thirty-first (31st) day of their employment.

Section 5 In the event that any or all of the states described in Section Two (2) of this Article, a decision or action of the United States Congress, States Legislature, a court or administrative board of competent jurisdiction, shall make the "Union Shop" or "Agency Shop" a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

ARTICE IV
Check-Off

The Employer agrees to honor checkoff cards, signed by individual employees, which authorizes the Employer to deduct, from the employee's paycheck each month, the union dues, and initiation fees, as certified by the Union, and remit same within thirty-one (31) days, to the Secretary-Treasurer of the appropriate Local Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer twenty (20) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees.

ARTICLE V
No Discrimination

Neither the Employer, nor the Union, shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veterans, or handicapped, or because any employee exercised his/her rights under any federal or state law. All employer policies, rules, and interpretations of this Agreement shall be applies equally to employees in the bargaining unit. The Union also recognized the employer's Affirmative Action Programs.

ARTICLE VI
Union Representation

Section 1 The number and need of stewards shall be determined by the Union, and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one per shift were possible.

Section 2 The Local Union shall supply the contractor, in writing, and shall maintain, with the contractor on a current basis, a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

Section 3 The Employer agrees to recognize the officers, and duly designated representatives of the Local Union, and shall be kept advised, in writing, by the Local Union of the names of its local officers and representatives.

Section 4 The Employers agrees that in the event it is planned to transfer a steward, officer, or representative, from one work shift and/or shop to another, it will inform the Local Union five (5) days prior to such action.

Section 5 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that advance notice be given so that such visits do not unduly interfere with the Employer's operation. All visits subject to Government regulations.

ARTICLE VII
Discharge and Suspension

Section 1 An employee shall be subjected to immediate discharge for the following reasons:

a.) Dishonesty, which includes misuse of time cards, time clocks, or time sheets

b.) Intoxication during working hours

c.) Use, possession, and/or distribution of drugs, or being under the influence of drugs during the working hours.

d.) Fighting while on the premises or unwelcome physical contact is prohibited

e.) Unwanted touching and/or horse play

f.) Deliberate property damage or other such gross misconduct.

g.) Not reporting to work for three (3) consecutive workdays or over staying an authorized leave of absence, without notifying the Employer.

h.) Any false statement made on the application for employment or to the medical examiner with the intent to deceive.

i.) Unauthorized possession of firearms or explosives within the facilities

j.) Employees restricted by the Government from entering the Government installation.

k.) Sleeping on the job.

Section 2 Other than the reasons identified above, in Section One (1), the Employer shall not discharge any employee without just cause, and with respect to any such discharge, the Employer shall give at least one (1) warning notices to the employee of any complaint against such employee, in writing, and a copy of the same to the Local Union. Once warning notices become twelve months old, said notice shall be voided, and not be operative in the future. Warning notices of complaints against an employee need not be for similar reasons.

Section 3 The following shall constitute the Employer's rules and regulations in which the Employees shall be required to follow:

a.) Gambling, including games of chance, operation of pools, lotteries, etc., within the facilities, shall not be permitted.

b.) Amoral conduct or indecency on the premises shall not be permitted.

c.) Insubordination or refusal or intentional failure to perform assignment and/or failure to respond to emergency response procedure after duty hours.

d.) Vending, soliciting, or collecting contributions for any purposes whatsoever, at any time, on the premises, unless authorized

e.) Excessive absenteeism and tardiness, abuse of sick leave, shall not be permitted

f.) Failure to perform work assigned to prescribed standards.

g.) Failure to report to place of work after punching time clock or signing in.

h.) Employees shall not wash up or change clothes until their equipment is cleaned and stored. Employees shall not leave the premises before the end of their scheduled workday.

i.) Leaving assigned work area without notifying the supervisor during regular working hours, except for unpreventable situations.

j.) Creating or contributing to unsafe working conditions, shall not be permitted.

k.) Smoking, drinking soda, coffee in unauthorized areas on Company time, shall not be permitted.

l.) The use of abusive language to supervisor or fellow employees shall not be permitted.

m.) Horse playing on the premises is prohibited.

Employees found guilty of violating Employers rules and regulations may be suspended without pay, or discharged, in the following manner:

a.) *First Offense-* Written warning and counseling or suspension depending on severity of the offense

b.) *Second Offense-* Dismissal or three (3) to five (5) day suspension (At Employer's Discretion)

Section 4 Discharge or suspension must be proper written notice to the employee, shop steward, and a copy mailed to the Local Union affected.

Section 5 Pursuant to the Worker Adjustment and Retraining Notification Act (Title 29, U.S. Code Section 2103) the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the U.S. Government, therefore limited to the duration of the Employer's undertaking. It is further understood that the employees' employment by Impact Management Services, will terminate upon completion of the service contract if the service contract is not renewed.

ARTICLE VIII
Grievance Procedure and Arbitration

Section 1 The parties to this Agreement, in the interest of resolving all disputes, complaints or grievances, in connection with the interpretation or application of the terms of this Agreement, have settled upon the following orderly and peaceful procedures:

Step One The employee shall report to the steward any issues relating to a grievance as defined above within three (3) calendar days of the occurrence. The steward shall investigate the matter and complete the grievance form and present the grievance to the employee's immediate supervisor within five (5) calendar days. During this period the steward, immediate supervisor and the employee shall meet and attempt to resolve the grievance. The

immediate supervisor shall complete its section of the grievance form and return the grievance form to the steward. If resolution is reached, the grievance shall be considered resolved. If resolution has not been reached, the steward shall appeal the grievance to Step 2 within five (5) calendar days after receiving the grievance form from the immediate supervisor.

Step Two

Once the steward has received the grievance form from the immediate supervisor, the steward shall forward the grievance to the Project Manager or his designated representative. The Project Manager will meet with the steward and attempt to resolve the matter within five (5) calendar days upon receipt of the grievance. During this period, the Project Manager shall complete its portion of the grievance form and return the form to the steward. If resolution is reached, the grievance shall be considered resolved. If resolution has not been reached, the steward may appeal by processing the grievance to Step 3 by forwarding the grievance to the Business Manager of the Union or his designated representative within five (5) calendar days after receiving the grievance from the Project Manager.

Step Three

The Business Manager shall review the grievance form and at his option further process the grievance to the Company's President by signing off on the grievance form and communicating his decision in writing to the President within five (5) calendar days of receipt of the Step 2 grievance. The President shall reply in writing to the Business Manager within ten (10) calendar days after receiving the Step 3 grievance. During this period the two parties may meet in an attempt to resolve the grievance. If resolution is not reached, the grievance may be appealed to Step 4, Arbitration.

Step Four

The party requesting arbitration shall serve notice to the other party within five (5) calendar days of the end of Step 3. The party invoking this procedure shall call upon the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. The Company and the Union will alternately strike names from the list until one (1) Arbitrator remains. A flip of a coin will determine the first party to strike a name. The same arbitrator will not be used for more than one (1) arbitration unless mutually agreed between the parties. The parties agree that the decision or award of the arbitrator will be final and binding upon both parties, subject to such laws, rules and regulations as may be applicable. The arbitrator will have no authority to add to, subtract from or change any of the terms

of this Agreement or Addendum. Each party will bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses incidental to the arbitration, mutually agreed to in advance, will be borne equally by the parties.

Section 2 The parties may, by mutual consent, select a mutually acceptable neutral to act as a temporary or permanent arbitrator for disputes arising under the terms of this Agreement.

Section 3 All time limits prescribed herein may be extended by mutual agreement by the company and the employee. Failure of the Company to respond shall result in the granting of the relief sought in the grievance. Failure of the Union or employee to present the grievance to the next step within the time limits, shall constitute a basis for the company denying the grievance.

Section 4 In any case involving discharge or discipline imposed by the company, back wages, if any are awarded, shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or substitute earning during the period of discharge or suspension.

ARTICLE IX
Seniority

Section 1 The Employer recognizes seniority which shall be bases upon the length of continuous service, with previous, present and succeeding Employer's according to the Employer's and the Union's records, as an important factor to be considered by it in shift assignments, promotions, demotions, layoffs, and recalls after layoffs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.

Section 2 No employee shall acquire any seniority rights, until he has been continuously employed by the present employer for a period of sixty (60) calendar days.

Section 3 A break in seniority shall occur in the following events:

a.) If an employee quits
b.) If an employee is discharged for cause
c.) If an employee takes an unauthorized leave of absence
d.) If an employee is laid off for more than six (6) months
e.) If an employee leaves due to military TDY assignment

Section 4 The employer shall supply the Union with an up-to-date seniority list, which shall be reviewed each six (6) months.

Section 5 Every new employee shall be on probation for a period of sixty (60) days and during this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this agreement.

ARTICLE X
Promotions

Section 1 When the Employer determines that a vacancy exists in a classification, a notice of the vacancy shall be posted for a period three (3) calendar days in the normal posting locations. Any employee in the Bargaining Unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

Section 2 In effecting a promotion, the Employer will first give consideration to employees of the unit and selection will be made therefrom unless an outsider application is clearly better qualified.

Section 3 The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities, and experience. In making selections for promotion within the bargaining unit, the Employer may consider willingness to relocate as criteria, however, all other factors being equal, the Employer agrees to promote the most senior employee.

ARTICLE XI
Leave of Absence

Section 1 **Personal Leaves of Absence**

A leave of absence without pay, for reasonable cause, as determined by the employer, may be granted for a period of up to ninety (90) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his regular assigned job duties. Such leaves of absence may be extended for good cause, shown upon written approval of the Employer. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer.

Employees shall not receive holiday pay for any holiday which falls during the period the employee is on leave without pay, which extends beyond ninety (90) days, nor shall such employee receive any accrued vacation for the period of the employee's absence.

Section 2 **Military Leave of Absence**

a. The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Re-Employment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Employer.

b. Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their Supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

c. Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency, as per Article IX, Section 3(e), an employee leaving his work due to TDY assignment shall lose his seniority rights.

Section 3 **Injury or Sickness Leaves of Absence**

An employee desiring leave of absence from his employment shall secure written permission from the employer. The maximum leave of absence shall be for ninety (90) days. An extension may be granted when required.

Permission for leave must be secured from the Employer with a copy mailed to the Union. Granting leaves of absences shall be for the following reasons: sickness, death in the immediate family, union activities, cases considered extreme hardship for an employee or any member of his immediate family, military duty, and in the case of compensation injuries or occupational disease.

Employee seniority shall continue to accrue during leave of absence. Leave of absence shall not cause a change in seniority date. However, if benefits accrue during a year in which a leave of absence is taken, they shall be prorated according to service during that year. Leave of absence for maternity shall be granted in accordance with applicable law.

Section 4 **Medical Treatment**

The Employer provides workman's compensation coverage for employees who sustain an injury or contract a sickness covered by Workman's

Compensation. The Employer will pay the injured or sick employee the hours worked by his crew on the date of his injury or sickness.

ARTICLE XII
Wages

Employees shall be paid wages and fringe benefits in accordance with the schedule of wages identified as Addendum (A) for each location. The rates of pay and fringe benefits shall be negotiated between the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

ARTICLE XIII
Shift Scheduling, Basic Work Week, and Hours of Work

All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer and identified as Addendum (A) for each location.

Section 1 Work Week
The regular work week for all employees shall begin and end at 12:00 midnight on Saturday. The Employer will make every effort in scheduling to insure that no employee work more than seven (7) consecutive days. Due to the inconsistent tasks and frequency scheduling, required by the contracting agency, the Union recognizes the fact that it is impossible to place all of the Employer's employees on a thirty-five (35) hour work week; therefore, the Employer agrees to place as many employees as possible on a thirty-five (35) hour, five (5) day per week, work week.

Section 2 Days Off
Each full time employee shall have two (2) scheduled days off in each regular work week. The Employer must notify the affected employee at least two (2) calendar days in advance of any change in regular "scheduled days off". Where employees are required to maintain continuous operation of departments or assignments, days off may be fixed or rotated consistent with the requirements of the service. The Employer will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on Saturdays and Sundays, consistent with operational requirements.

Section 3 Shifts
Shifts for all regular employees shall be established as follows:

a.) Shifts will be established by the Employer to best accomplish the task and frequency schedules.

b.) Employees transferred from one shift to another shall receive at least twenty-four (24) hours notice except during emergency.

c.) Emergency Discontinuance of Operation. In the event of any emergency (e.g severe weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligations to report work in accordance with directive which may be issued by the military installation. The Employer shall not be required to pay wages unearned by employees as a result of such discontinuance of operation.

d.) No employee shall be required to work more than four (4) hours without a lunch period. Meal periods shall be minimum of one half (½) hour and a maximum of one (1) hour and shall be without pay.

The provisions of this Article shall not be construed as a limitation upon the number of hours per day, per week, the Employer may operate business or schedule its employees; nor shall it be construed as a guarantee of the minimum of hours available to employees.

ARTICLE XIV
Show up and Reporting time

Any employee reporting for work at the regular starting time, when he has not been notified not to report and for whom no work is provided, shall receive two (2) hours per day at his regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his regular rate, even though four (4) hours have not been worked.
If more than four (4) hours are worked in any one shift, an employee shall receive pay for actual hours worked. Any employee called in outside his regular working hours, or on his scheduled days off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

ARTICLE XV
OVERTIME

Overtime shall be paid at the rate of one and one-half (1- ½) times the straight hourly rate. Overtime may be defined as:

a. All work performed in excess of (40) forty hours in any workweek. The Employer will distribute overtime work as is necessary, and as fairly as possible, between employees affected by such overtime work. When an employee is required to work as Lead Person, he/she shall be paid that pay base on working (40) forty hours in that position.

ARTICLE XVI
Holidays

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum (A) covering their location. Any employee who is absent without an acceptable excuse on the scheduled workday immediately preceding, and/or the scheduled workday immediately following a holiday shall forfeit his right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding, or the workday immediately following a holiday because of illness attested to by a physician, or death in his immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother, sister, and children).

Section 2 The holidays as listed below will be observed as non-work days. Whenever such holidays a determined fall on a Saturday and the activity, except those required to operate during holiday period, may be closed to public business on the preceding Friday, the succeeding Monday, in lieu of such holidays, then such Friday or Monday shall be deemed to be a holiday.

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

Including any other holiday recognized by the Federal Government.

Section 3 Employees working on a holiday within their basic work week, meaning a sixth day, or a seventh day, shall receive the same pay as they would normally receive for that day, plus a regular day's pay in lieu of the day off.

Section 4 Employees working on a holiday within their basic work week will receive the same pay as they would normally receive on a regular workday, plus a days pay as they are normally entitled to for the holiday.

Section 5 If one of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

Section 6 In order for an employee to be entitled to receive pay for holidays not worked he/she must have been an employee of the Company for sixty (60) days.

Article XVII
Vacations

Section 1 Employees shall receive paid vacation on their anniversary date as identified in Addendum (A) covering their location. Vacation shall not be paid or earned on a pro-rata basis, or during a period of layoff. Vacation pay shall be figured on the basis of the employee's normal work week. In addition, two (2) people working on same team will not be granted vacation at the same time.

Section 2 The Employer shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than March 15 of each year. In selection of vacations the employee's seniority shall be determining factor. Once the vacation schedule is completed and approved it can not be arbitrarily changed by the Employer. Employees shall be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that approved vacations on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval to take. Vacations must be used within the twelve (12) months following the employee's anniversary date.

Section 3 Notwithstanding that an employee is otherwise entitled to a vacation, and has qualified for same, he forfeits all vacation pay or privileges if prior to taking his vacation he quits without giving the company one (1) week's written notice of his intention to quit. He also forfeits his vacation pay or privileges if he fails to report to work (three (3) or more) times without notice to the Employer. This is grounds for removal for cause pursuant to Article V

ARTICLE XVIII
Sick Leave

Employees shall be entitled to sick leave per year, with pay, at the employee's regular rate of pay, as identified in Addendum (A) covering their location. The Employer may require medical proof of illness for absence in excess of two day with sick leave. No sick leave pay shall be made for less than one half day, employee will receive regular pay for hours worked and will receive no sick pay. Sick leave is available as earned and should be used accordingly. Abusing sick leave shall require proof of illness the first day of absence in order to receive sick leave pay.

ARTICLE XIX
Bereavement Leave

Bereavement Leave as identified in Addendum A shall be recognized as follows: An employee who has a death in his/her immediate family defined as his/her spouse, parent, brother, sister, children or a member of the immediate family through adoption or guardianship shall be paid up to and including three (3) days pay at their regular rate for time missed within one (1) week of the funeral. Documentation may be required to show that legal adoption or guardianship does exist when death occurs to a family member in this category.

ARTICLE XX
Health & Welfare

The Employer shall contribute, for each hour for which an employee covered by this Agreement is entitled to pay, to Man-U Service, Plan B in accordance with Addendum (A) to this Agreement.

ARTICLE XXI
Pension

The Employer shall contribute, for each hour for which an employee covered by this agreement is entitled to pay, to the Laborers' International Union of North America (Industrial) Pension Fund in accordance with Addendum (A) to this Agreement.

ARTICLE XXII
Hiring of Employees

Section 1 The Employer agrees that it will contact the Union office and give the Union an opportunity to furnish all classes of employees covered by this Agreement, but if it cannot supply the needed personnel, the Employer may obtain applicants from any and all sources for the particular requirement. The Union shall endorse any requirements for hiring employees who would be trainees under federal control (WINS). The Union also recognizes that the employer is required to notify the State Job Service of openings.

Section 2 Selection of applicants for referral to or for employment on jobs, shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other obligation or aspect of Union membership, policies, or requirements.

Section 3 When the Employer is awarded a new service contract, in a location where the Laborers' International Union of North America already represents employee through a prior collective bargaining agreement, with the predecessor contractor, the Employer signatory to this

Agreement agrees to retain the necessary number of employees of the predecessor contractor required for Service Contract performance. Article IX, Seniority, shall be applicable in the above.

ARTICLE XXIII
Wash and Wear Uniforms

The Employer shall provide two (2) wash and wear uniforms to new employees upon INITIAL employment. One (1) new uniform shall be provided to each employee, without cost, per year. The Employees shall launder and maintain their own uniforms at their own expense.

ARTICLE XXIV
Miscellaneous

Section 1 The Employer will provide facilities where all employees may eat their meals at their regularly schedules times, provided such facilities are made available by the U.S. Government.

Section 2 The Employer agrees to give the Local Union a copy of the Employer's written personnel policies, and copies of the job descriptions for all classifications in the bargaining units. In no job description exists for a job classification it will be immediately negotiated jointly by the Union and the Employer.

Section 3 Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize, however, that such activity may be necessary from time-to-time to insure the efficient and profitable operation of the Employer and, therefore, agree that such activity is not violation of the provision of this Agreement.

Section 4 The pay period and payday shall be semi-monthly.

Section 5 Employees who are discharged from the services of the Employer shall receive their wages and personal property in full at the next regular payday thereafter. Employees who quit the services of the Employer without urgent reason will receive their wages at the next regular payday, but may receive their personal property upon quitting. No employee who is discharged or resigned will receive any wage until he has furnished proof that his file at Base Security has been cleared, and all badges/passes surrendered, and has cleared the Employer's property files. No wages will be released until all uniforms are turned into the Employer in a clean and non-abuses form.

Section 6 The Union agrees to encourage all employees in the bargaining unit to adhere to and follow rules and regulations as outlined in Article VII, Section 3 of this Agreement.

ARTICLE XXV
No Strikes-No Lockouts

Section 1 It is the intent and purpose of the parties hereto, set forth herein, the basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties, and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it is agreed that there shall be no interruptions in, or impediments to, the Employer's operations, or any stoppages, strikes, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided Article VIII.

Section 2 It is agreed that in all cases of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of employee of the Employer, or of any affiliated Local Union and/or District Council, or official thereof, the Union shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article VIII, and no liability shall attach to the Union unless, and until, any such unauthorized act has been expressly ratified by the Union.

ARTICLE XXVI
Invalidity

In the event that any term or provision of this Agreement shall be declared in violation of state federal law, or shall through action of any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect. In the event any unauthorized Government Agency, or court of competent jurisdiction, determines that the wage and fringe benefits contained in Addendum(A) are improper, the Employer shall be obligated to pay only wages and fridge benefits specified in the appropriate wage determination issued by the Department of Labor during the period the Union is appealing such action. If the Union's appeal is successful, the Employer's obligation will be governed by the terms of the modified wage determination issued as a result of the appeal providing that the Employer's fixed cost contract has been increased accordingly.

ARTICLE XXVII
Health and Safety

The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards, and rules that, may be established by the Employer in compliance with OSHA or other statutory regulations.

ARTICLE XXVIII
Physical Examination

If required by the Contracting Agency, the Employer may require an employee to undergo physical examination, and it shall have the right to select the examining physician, request the physician to conduct specific tests, and to receive written reports from the physicians as to his findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of ant treatment given, shall be borne by the Employer.

ARTICLE XXIX
Management Clause

Section 1 The Employer retains the sole rights in its discretion to manage its business; to hire, discharge for cause, layoff, assign, transfer and promote its employees, to determine the starting and quitting time and the number of hours to be worked; and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise if these rights as expressly provided in this Agreement

Section 2 The execution of this Agreement shall not create any vested rights in the employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employers.

ARTICLE XXX
Reopener Clause for Local Wage Addendum

The Employer and Public Service Employees Local 572, AFL-CIO agree to meet for the purposes of negotiating local area wages and fringe benefits as Addendum (A). By mutual agreement between the Employer and the Local Union, these negotiations shall commence between 60 to 120 days prior to the expiration date of the Employer's contract with the Federal Installation described in Addendum (A).

ARTICLE XXXI
Successors and Assigns

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their successors and assigns.

ARTICLE XXXII
Savings Clause

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XXXIII
Effective Date and Duration

This Agreement, effective this 1st day of May 2004, shall be binding upon the parties hereto, their successors in the employing industry and their administers, executors and assigns, and shall remain in full force and effect until April 30, 2006 And shall continue in effect from year to year thereafter, unless written notice is given by the Union or Employer, 120 days prior to the expiration date, of its desire to modify, amend, or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Addendum attached hereto will open annually for renegotiating wages, fringes, etc., as set forth in said Addendum. If the parties are unable to agree to changes in aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.

IMPACT MANAGEMENT SERVICES

Sandra Jefferson 4-23-04
Sandra Jefferson **Date**

PUBLIC SERVICE EMPLOYEES LOCAL 572 LIUNA AFL-CIO

Larest Hill 4-24-04
Larest S. Hill **Date**
Business Manager

SCHEDULE A
TO SERVICE CONTRACT BETWEEN
PUBLICE SERVICE EMPLOYEES LOCAL UNION 572
AND
IMPACT MANAGEMENT SERVICES
AT NASA/LANGLEY RESEARCH CENTER

ITEM	CLASSIFICATION	CURRENT WAGES	RATE EFFECTIVE 05/01/2005
WAGES	Cleaner/Crew leader Cleaner Maint Leader Maint. Specialist Floor Maint. Leader Floor Main. Specialist	$8.85 8.21 8.85 8.51 8.85 8.51	$9.09 8.43 9.09 8.74 9.09 8.74
HEALTH & WELFARE	Plan B (Short-Term Disability)	$2.21 per hour paid	$2.32 per hour paid
SICK LEAVE	See Article XVIII of the CBA	(6 days per year) employee earns one half (1/2) day per month	(6 days per year) employee earns one half (1/2) day per month
PENSION	National (Industrial) Pension Fund	Thirty-five ($0.35) cents per hour that an employee is entitled to pay	Forty ($0.40) cents per hour that an employee is entitled to pay
UNIFORMS	See Article XXIII of the CBA	As described in Article XXIII of the CBA	As described in Article XXIII of the CBA
VACATION	See Article XVII of the CBA	1 week after 1 year 2 weeks after 2 years 3 weeks after 7 years 4 weeks after 10 years	1 week after 1 year 2 weeks after 2 years 3 weeks after 7 years 4 weeks after 10 years
HOLIDAYS	See Article XVI of the CBA	10 days per year	10 days per year
BEREAVEMENT	See Article XIX of the CBA	3 days for immediate family	3 days for immediate family

Sandra Jefferson
Sandra Jefferson
Impact Management Services

6/13/05
Date

Marvin E. Sharpe
Marvin E. Sharpe, Business Manager
Public Service Employees Local 572
LIUNA, AFL-CIO

6/13/05
Date

ADDENDUM B

PENSION FUNDS: The Employer has agreed to make pension contribution on behalf of every employee covered by the Agreement. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to this Fund, subject to any rights reserved by the Funds trustees to accept or no to accept the unit of employees covered by the Agreement into participation.

LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

(A) The Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays, and other period for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum (A) to the Agreement. Contribution to the Fund for an employee shall commence with the Employee's first day of employment in a classification covered by this Agreement.

(B) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month following the month during which contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund, on a monthly basis, such contribution reports as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the Month covered by the report.

(C) The Fund shall have the right and authority to have a certified public accountancy firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(D) All contribution payments shall be made payable to the Laborers' International Union of North America National (Industrial) Pension Fund, and set to 905 16th Street, NW, Washington, D.C. 20006-1765.

(E) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorney fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf.

The Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure under this Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contributions obligations.

(F) The Employer and the Union agree to accept, be bound by, and comply fully, a copy of the Fund's Agreement and Declaration of Trust. A copy of which has been provided to both.

EXHIBIT D – SAFETY AND HEALTH PLAN

(TO BE INSERTED AFTER AWARD)

INVENTORY OF BUILDINGS

Bldg #	Total Net Sq. Ft.	Carpeted (Sq, Ft.)	Tiled (Sq, Ft.)	Concrete (Sq, Ft.)	Bldg #	Total Net Sq. Ft.	Carpeted (Sq, Ft.)	Tiled (Sq, Ft.)	Concrete (Sq, Ft.)	Bldg #	Total Net Sq. Ft.	Carpeted (Sq, Ft.)	Tiled (Sq, Ft.)	Concrete (Sq, Ft.)
1101	111	87	0	24	1221A	7,885	0	0	7,412	1260	2,988	0	0	2,988
1148	49,289	12,397	103	33,780	1221B	29,221	6,585	1,833	19,934	1261	6,084	0	0	6,084
1149	6,778	5,548	297	933	1221C	23,126	1,107	762	20,750	1261A	143	0	0	143
1151	3,749	3,058	137	141	1222	16,323	10,665	1,145	3,494	1261B	187	0	0	187
1152	21,817	15,434	1,180	4,327	1222B	16,716	3,738	21	12,957	1262	13,207	311	2,629	10,267
1153	5,009	4,823	186	0	1224T7	1,332	1,184	0	0	1265	19,475	165	4,789	10,558
1169	2,684	58	2,402	224	1225	33,733	2,380	4,315	27,038	1267	14,886	5,723	1,460	5,828
1170	3,797	0	0	3,797	1228	1,329	1,098	0	231	1267A	14,527	1,706	407	10,675
1177	2,274	0	2,066	208	1229	28,248	11,847	13,069	3,143	1268	36,245	18,488	7,459	1,918
1188	8,756	0	0	8,756	1230	58,631	19,635	14,745	23,786	1268A	58,714	16,305	18,541	14,859
1189	8,938	4,818	0	4,036	1230B	11,727	2,154	357	9,126	1268B	25,657	4,676	14,395	4,240
1190	9,435	8,836	0	599	1231	4,161	3,697	0	464	1268C	30,001	16,382	117	1,041
1194	34,654	11,673	13,380	8,353	1231B	1,469	1,332	0	137	1268D	11,838	3,711	0	8,127
1194A	3,885	3,162	125	598	1231C	10,000	0	10,000	0	1275	15,586	279	1,265	6,623
1195	11,765	4,486	0	0	1232	21,813	12,098	5,983	3,608	1289	2,805	368	0	1,645
1195A	14,588	13,194	0	1,394	1232A	44,144	6,795	1,106	30,318	1292	4,382	138	100	4,144
1195B	7,931	7,208	278	434	1233	3,811	0	0	1,814	1293A	19,786	5,249	638	11,038
1195C	9,351	4,360	4,286	705	1234	2,846	0	0	2,846	1293B	23,181	6,087	333	9,265
1197	3,568	114	0	3,454	1236	63,657	5,561	8,114	49,709	1293C	17,321	481	649	12,356
1198	2,865	0	0	2,865	1237A	8,977	0	4,394	3,481	1293D	253	0	0	253
1199	15,738	0	4,660	9,338	1237B	4,729	0	3,910	203	1296	4,865	0	4,047	818
1200	21,813	5,398	3,086	13,329	1238	9,121	966	7,225	661	1297	6,974	2,111	1,053	3,810
1200A	617	0	0	617	1238A	5,702	200	4,579	923	1297D	2,211	0	0	2,211
1201	7,375	2,707	188	4,226	1238B	32,565	1,696	23,657	7,212	1297E	1,684	0	0	1,684
1202	60,218	12,196	14,639	31,918	1240	5,916	0	515	5,103	1297F	442	0	0	0
1202A	12,100	11,179	0	840	1241	23,259	0	1,160	22,099	1297G	491	0	0	0
1206	32,763	3,796	925	26,353	1244C	7,797	6,743	0	719	1298	15,992	10,748	668	4,102
1208	38,107	8,433	3,711	18,396	1244D	23,181	0	1,489	21,692	1299	50,139	7,417	5,720	24,220
1208A	3,651	2,967	0	573	1245	17,034	0	0	16,018	1299F	14,289	0	0	7,858
1209	52,281	17,416	28,023	3,715	1247A	16,271	6,270	2,791	5,337	1308	2,969	0	0	0
1212	29,913	15,380	3,504	10,069	1247B	47,113	3,367	0	11,794	582	4,240	1,815	0	2,425
1212C	46,031	3,757	2,171	35,710	1247D	82,998	1,132	2,909	37,326	582A	4,756	1,175	502	3,079
1213	22,984	6,134	0	11,583	1247E	33,757	178	415	15,969	644	2,542	661	632	1,249
1214	4,518	1,626	0	2,892	1247H	6,170	325	0	5,018	645	4,422	882	0	0
1215	15,614	831	685	14,098	1248	5,980	2,108	0	3,872	645A	2,983	2,144	0	839
1216	14,730	6,116	16	834	1250	63,589	14,741	6,068	24,656	647	33,576	6,073	1,308	18,349
1218	2,189	1,959	219	0	1250A	4,125	2,868	0	297	648	32,537	6,037	4,162	21,890
1218A	4,888	433	0	4,031	1251	118,311	7,151	3,175	55,878	648A	4,478	0	0	4,478
1219	22,938	13,484	6,900	1,603	1251A	40,847	4,063	4,845	16,819	648B	151	0	0	151
1220	64,729	25,994	25,919	11,343	1256	7,197	0	811	1,662	1192C	10,344	9,844	500	0
1221	5,506	4,210	0	333	1258	2,630	494	0	2,136	**TOTALS:**	**2,154,739**	**514,426**	**319,853**	**971,473**

INVENTORY OF REST ROOMS

Bldg No.	Number of Restrooms	Total Square Feet	Bldg No.	Number of Restrooms	Total Square Feet	Bldg No.	Number of Restrooms	Total Square Feet
582A	2	342	1202	9	1,192	1242	5	323
583	1	110	1202A	3	475	1244	11	2,393
645A	2	202	1204	1	72	1244D	1	45
~~646~~	*0*	*0*	1205	9	1,207	1247A	6	760
647	7	990	1206	4	421	1247B	2	421
648	7	815	1208	4	456	1247D	3	649
1000	4	698	1208A	3	167	1247E	1	110
1001	2	316	1209	4	1,070	1247H	1	117
1101	1	24	1212	4	929	1248	1	47
~~1122~~	*0*	*0*	1212C	7	425	1250	11	1,322
~~1130T2~~	*0*	*0*	1213	6	764	1250A	2	297
~~1130T4~~	*0*	*0*	1215	2	514	1251	5	833
~~1130T5~~	*0*	*0*	1216	8	1,316	1251A	7	1,020
1145	2	153	1218	2	219	1256	2	220
1145T1	2	59	1218A	1	50	1258	1	92
1148	4	442	1219	5	899	1261	1	71
1149	6	367	1220	9	1,126	1262	2	196
1151	2	137	1221	2	312	1265	3	487
1152	7	1,190	1221A	2	129	1267	3	272
1153	2	186	1221B	2	314	1267A	2	639
~~1159~~	*0*	*0*	1221C	1	124	1268	12	1,081
1160	1	84	1222	9	1,649	1268A	7	999
~~1163~~	*0*	*0*	1222B	8	2,604	1268B	2	368
1163T1	2	108	1223A	1	34	1268C	4	703
1168	2	306	1224T7	2	97	1268D	2	76
1169	2	195	1225	4	1,237	1270	1	85
1177	1	39	1228	2	113	1275	2	183
1188	2	326	1229	6	887	1286	2	86
1189	2	320	1230	8	1,638	~~1288~~	*0*	*0*
1190	2	318	1230B	4	309	1289	1	57
~~1191~~	*0*	*0*	1231	10	320	1292	2	131
1194	7	1,081	1231B	1	60	1293A	6	604
1194A	2	309	1231C	8	800	1293B	3	356
1195	3	610	1232	8	1,256	1293C	4	613
1195A	2	323	1232A	5	822	1297	4	245
1195B	2	515	1236	9	1,566	1297T1	1	40
1195C	2	334	1237A	1	216	1298	3	395
1197	2	212	1237B	2	151	1299	4	683
1198	2	176	1238	4	495	1299F	2	297
1199	2	480	1238A	1	156	1308	3	139
1200	5	457	1238B	4	601	***1192C***	***2***	***400***
1201	4	442	1241	3	170	**Total:**	**407**	**56026**

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

OMB No. 1510-0056

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
NASA LANGLEY RESEARCH CENTER

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
	80000501	☐ CCD+ ☐ CTX

ADDRESS:
NASA LANGLEY RESEARCH CENTER

M/S 175 HAMPTON VA 23681-0001

CONTACT PERSON NAME:	TELEPHONE NUMBER:
ACCOUNTS PAYABLE	(757) 864-2114

ADDITIONAL INFORMATION:
FAX NUMBER: (757) 864-2126 EMAIL: accountspayable@larc.nasa.gov

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ( )

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:	TELEPHONE NUMBER: ( )

NINE-DIGIT ROUTING TRANSIT NUMBER:
___ ___ ___ ___ ___ ___ ___ ___ ___

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:

TYPE OF ACCOUNT:
☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ( )

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Notice To Employees Working on Government Contracts

This establishment is performing Government contract work subject to the —

Service Contract Act
or
Public Contracts Act

During the period of performance on the contract, the following requirements must be observed:

Minimum Wages

Your rate must be at least $4.75 an hour ; effective September 1, 1997, $5.15 an hour.

A higher rate may be required for *Service* contracts if a wage

determination applies or if a predecessor contractor has paid a higher rate for your classification pursuant to a collective bargaining agreement. Such higher rates for *Service* contracts will be posted as an attachment to this Notice.

Fringe Benefits

Service contract wage determinations may require fringe benefit payments (or a cash equivalent). *Supply* contracts do not require fringe benefits.

Overtime Pay

You must be paid 1 1/2 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

Safety and Health

The work must be performed under conditions that are sanitary, and not hazardous or dangerous to the employees' health and safety.

No person under 16 years of age may be employed on a *Supply* contract.

Information

Further information on the wage provisions of the Service Contract Act or the Walsh-Healey Public Contracts Act may be obtained from the Wage and Hour Division. Information relating to the safety and health provisions may be obtained from the Occupational Safety and Health Administration. Offices are located in principal cities. Check your telephone directory under U.S. Government, Department of Labor, Wage and Hour Division or the Occupational Safety and Health Administration.

For this document and other Wage-Hour Information, visit our web site: http://www.wagehour.dol.gov.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210
WH Publication 1313 (Revised October 1996)

(over)

U.S. Department of Labor

Washington, D.C. 20210

According to information submitted to this office, your firm has been awarded a contract which is subject to the Walsh-Healey Public Contracts Act or the Service Contract Act. The purpose of the discussion below is to advise contractors of the principal provisions of these acts.

Walsh-Healey Public Contracts Act

General Provisions — This act applies to contracts which exceed or may exceed $10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of home workers (except handicapped clients of bona fide sheltered workshops) on a covered contract is not permitted. The act also requires the keeping of certain records.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Minimum Wage — Covered employees must currently be paid not less than $4.75 an hour, effective September 1, 1997, $5.15 an hour.

Service Contract Act

General Provisions — The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Wages and Fringe Benefits — Every service employee performing any of the Government contract work under a service contract in excess of $2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract. If no wage determination has been made applicable to the contract, employees performing work under the contract must be paid not less than the minimum wage provided in section 6(a)(1) of the Fair Labor Standards Act, currently $4.75 an hour; effective September 1, 1997, $5.15 an hour.

All employees doing work necessary to the performance of the contract must also be paid not less than the minimum wage provided in section 6(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed $2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the above minimum wage rate provided by section 6(a)(1) of the Fair Labor Standards Act.

Overtime — Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

Child Labor — Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

Safety and Health — No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

Posting — During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

Responsibility for Secondary Contractors — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Overtime — Service contracts in excess of $100,000 which may require or involve the use of laborers or mechanics require the payment of overtime under the Contract Work Hours and Safety Standards Act at time and one-half the basic rate for all hours worked on the contract in excess of 40 a week.

Safety and Health — The act provides that no part of the services in contracts in excess of $2,500 may 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 or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

Notice to Employees — On the date a service employee commences work on a contract in excess of $2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

Notice in Subcontracts — The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR 4 for Federal service contracts exceeding $2,500.

Other Obligations — *Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.*

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Occupational Safety and Health Administration

☆ U.S. GOVERNMENT PRINTING OFFICE: 1996 — 421-004/59075

Additional Information — *Additional Information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington, D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.*