**NASA Langley Exchange Child Care Requirements**

This is an agreement to provide on-site child-care services for children 6 weeks through 5 years old at NASA Langley Research Center.

This Vendor Agreement (Agreement) is entered into on TBD, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “VENDOR,” and the National Aeronautics and Space Administration (NASA) Exchange located at NASA Langley Research Center (LaRC), Hampton, Virginia 23681-0001, hereinafter called “EXCHANGE.”

# DEFINITIONS

EXCHANGE is a non-appropriated fund activity of NASA LaRC. No appropriated funds of the United States shall become due or be paid to the VENDOR by reason of this Agreement.

As used herein, the term *Exchange Operations Manager* means the person signing as such and executing or administering this agreement on behalf of EXCHANGE, which is a party hereto or successor or designee.

As used herein, when “EXCHANGE shall provide” is stated, there is “No cost to the VENDOR.”

In consideration of the foregoing and the agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

# ARTICLE I. EXCHANGE DUTIES

## Facility

1.1.1 EXCHANGE shall provide VENDOR with Building 1231C and grounds, located at 8C Lindbergh Way, Hampton, Virginia 23681-001, to operate a state-licensed child-care center on-site at NASA LaRC, including all non-collateral equipment and fixture-type improvements, including, but not limited to, toilets, lavatories, cabinets, plumbing, electrical, internet and telephone outlets, carpet, window coverings, office standard lighting, and lighting fixtures all in good working order, which meets all requirements for applicable state child-care licensing and local building codes.

1.1.2 The EXCHANGE shall provide VENDOR access and use of a designated area at Building 2102 cafeteria kitchen for childcare meal/snack preparation.

## Facility Engineering

EXCHANGE shall provide VENDOR with any facility engineering related to approved building modifications and, where possible, modifications required to obtain and maintain state licensure and accreditation.

## Facility Maintenance

EXCHANGE shall provide VENDOR routine facility maintenance, including, but not limited to, carpentry, electrical work, painting, plumbing, heating and cooling, pest and rodent control, janitorial as defined in Appendix A, and mechanical maintenance. Facility maintenance will be performed in accordance with the requirements of the applicable state for licensure.

## Grounds Maintenance

1.4.1 EXCHANGE shall provide VENDOR with routine grounds maintenance, including, but not limited to, snow removal and landscaping services.

1.4.2 Any new playground equipment shall be approved by EXCHANGE and purchased by VENDOR. The installation and maintenance cost for the new playground equipment shall be covered by VENDOR and in compliance with the State of Virginia child-care licensing requirements. At the end of the agreement, VENDOR maintains ownership and responsibility for removal of VENDOR-purchased playground equipment.

## Utilities

EXCHANGE shall provide VENDOR with utilities/systems, comprising of water, sewer, electricity, trash and recycling collection, and communication links determined by EXCHANGE to be necessary and available.

## Information Technology

1.6.1 EXCHANGE shall provide VENDOR with a network connection at LaRC’s network demarcation point for VENDOR-provided commercial internet service provider (ISP). EXCHANGE will provide the cabling/wiring to distribute internet connections throughout the facility. VENDOR shall bear the cost of internet services provided to the Facility.

1.6.2 EXCHANGE shall provide NASA phone capability within the Facility (including handsets and cabling), which will enable local 911 service and other onsite capabilities, such as voicemail and Emergency Notification capabilities. All data ports will be shut down, allowing only voice capabilities.

## Non-Collateral Equipment

EXCHANGE shall provide VENDOR with all existing equipment and other movable items located at the child-care facility on the effective date of this agreement, including, but not limited to, kitchen equipment, children’s tables and chairs, cubbies, approved cribs, indoor and outdoor toys and play items, refrigerators, bottle-warming system, desks, chairs, tables, and file cabinets (collectively, “non-collateral equipment”). Non-collateral equipment includes items not considered necessary for basic, normal facility functions, and which are separable from the facility physical plant. The non-collateral equipment list is included as Appendix B: Non-Collateral Inventory List, and remains property of EXCHANGE. The EXCHANGE will not maintain or replace items on this list once the end of their uselife has been reached.

## Security and Access

1.8.1 EXCHANGE shall grant VENDOR access to the Facility during standard working hours unless coordinated with EXCHANGE.

1.8.2 EXCHANGE shall provide security support and implement background checks required for badged access to NASA LaRC for all VENDOR employees, as mandated by 42 U.S.C. 13041, as well as badging requirements for parents and parent designees.

1.8.3 EXCHANGE shall confirm the current NASA, NASA contractor, or Joint-Base Langley-Eustis employment of the parent or legal guardian(s) prior to acceptance into the child-care program.

1.8.4 EXCHANGE shall provide cameras, recording systems, and storage of child-care operations video to be used for security and safety verifications, as required to meet NASA security requirements.

1.8.5 EXCHANGE shall provide and maintain working NASA badge systems to be used for Facility entry by badged patrons and designees, child-care employees, and NASA-approved visitors.

1.8.6 EXCHANGE shall provide the parents, guardians, or individuals authorized to pick up or drop off a child/ren enrolled in LaRC child-care access to the Facility during normal (non-emergency) operations. Access to the Facility shall be granted at the discretion of NASA LaRC and in accordance with NASA Procedural Requirements for Identity and Credential Management.

1.8.7 EXCHANGE shall provide, on a space available basis, use of event facilities at NASA LaRC, including, but not limited to, auditoriums and picnic grounds, at no cost to the VENDOR.

## Communication

1.9.1 EXCHANGE shall conduct monthly operational performance reviews with VENDOR to include, but not be limited to, number of children enrolled, number of meals served, staff training, accomplishments, and operational issues/concerns.

1.9.2 EXCHANGE shall provide VENDOR with NASA-internal mail service.

## Curriculum, Policies, and Procedures

1.10.1 EXCHANGE acknowledges and agrees that VENDOR may update, amend, or revise its child-care curriculum, policies, and procedures, provided that any such changes are in compliance with all applicable federal, state, and local licensing regulations governing NASA LaRC.

1.10.2 EXCHANGE agrees that the NASA and Joint Base Langley-Eustis (JBLE) workforce and their child(ren) are subject to all policies and procedures, as incorporated by VENDOR, including, but not limited to, sickness, disability, behavior, late fees, medication, and disenrollment, as outlined in the Enrollment Materials.

1.10.3 EXCHANGE shall verify compliance with federal, state, and local laws, rules, and regulations, and insurance requirements through monthly reviews, inspections, and annual reviews. The annual review shall also summarize the monthly metrics as stated in Section 1.9.1 above.

1.10.4 EXCHANGE shall provide general safety and return to on-site work training for all VENDOR employees (approximately 1 hour).

**1.11 Environmental Services**

EXCHANGE shall provide VENDOR with environmental services, including, but not limited to, providing containers for the collection and disposal of hazardous waste, regulated, universal waste and non-regulated waste.

# ARTICLE II. VENDOR DUTIES

**2.1 Licensing**

VENDOR shall comply with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, safety, security, environmental, suspension and debarment, and child-care licensing, in connection with the performance of its obligations under this Agreement.

**2.2** **Accreditation**

2.2.1 VENDOR shall begin preliminary application for accreditation, within 6 months from opening of child-care center, to establish accreditation with the National Association for the Education of Young Children (NAEYC), the National Accreditation Commission (NAC), or other independent accreditation entity, pursuant to Executive Memorandum to the Heads of Federal Departments and Agencies dated March 10, 1998, and will notify EXCHANGE of any changes in accreditation status.

2.2.2 VENDOR shall provide confirmation of accreditation package submittal, within 12 months from opening of child-care center to the EXCHANGE.

2.2.3 In the event that state standards are in conflict with the accreditation standards, the more stringent standard shall govern, unless otherwise approved.

**2.3 Operations**

2.3.1 VENDOR shall have the right, discretion, and obligation to manage and operate the child-care center in connection with providing services under this Agreement.

2.3.2 VENDOR shall use commercially reasonable efforts to adequately staff the center to enable maximum facility capacity.

2.3.3 VENDOR shall provide child-care services primarily to the NASA LaRC workforce, which includes active (non-retired) and badged NASA civil servants and support service contractors. Based on availability, child-care services can be provided for Joint-Base Langley-Eustis employees (maximum of up to 25%).

2.3.4 Upon child-care center initial enrollment and expected opening in January 2022, VENDOR shall give enrollment priority to: 1) parents/families previously enrolled in the Langley Child Development Center prior to facility closure in March 2020, 2) siblings of children enrolled prior to March 2020 facility closure, and 3) existing LCDC waitlist (in possession of the EXCHANGE and will be provided to the VENDOR).

2.3.5 Subject to concurrence of EXCHANGE, VENDOR shall establish waitlists and procedures for prioritizing: 1) NASA civil service employees, 2) contractor employees, 3) siblings or family members of children currently enrolled in the child-care facility, and 4) Joint-Base Langley-Eustis employees.

2.3.6 VENDOR shall accommodate full-time (5 days/week) or part-time (3 or fewer days/week) enrollment, subject to availability and as is reasonable to fill to maximum capacity.

2.3.7 All individuals of the LaRC and JBLE workforce shall have equal access to VENDOR child-care services, regardless of grade/rank/position, sex, race, religion, national origin, or ethnicity.

2.3.8 VENDOR shall comply with NASA LaRC rules and regulations as defined by EXCHANGE (Appendix C).

2.3.9 VENDOR shall accommodate a maximum of 120 children while maintaining state licensing requirements for staff-child ratio.

2.3.10 VENDOR shall be ready to begin operations January 3, 2022.

2.3.11 VENDOR shall be compliant with minimum-wage regulations on federal facilities. As of the date of this agreement, the minimum wage requirement is set at $15.00 per hour (beginning January 30, 2022).

2.3.12 VENDOR shall be responsible for any upgrades to the facility beyond routine maintenance. Any modifications shall be approved by the EXCHANGE prior to implementation.

2.3.13 The VENDOR shall provide all transport services for pick-up and delivery of food and any transport the VENDOR deems necessary for enrolled children.

**2.4 Hours and Days of Operation**

2.4.1 Normal facility operations shall be from 6:30 a.m. to 6:00 p.m. on all days that LaRC is open. Exceptions to these hours may be made by the EXCHANGE for special circumstances, including, but not limited to, the day after Thanksgiving, Christmas Eve, and New Year’s Eve.

2.4.2 Facility shall be closed on all holidays observed by the Federal Government and on days when LaRC is officially closed (e.g., adverse weather conditions or any administrative closing).

2.4.3 Facility shall have delayed openings if LaRC has delayed openings (e.g., adverse weather conditions). In the event of a delayed opening, Facility will open 30 minutes before LaRC opens.

2.4.4 In the event of some other unforeseen circumstance that would require closure of the Facility (e.g., pandemic/epidemic, power outage, government shutdown due to lapse of appropriations), consensus and approval between VENDOR and the Exchange Office Manager shall be required, subject to Agency guidance.

**2.5 Tuition**

2.5.1 VENDOR shall be responsible for billing, collecting, and recording all financial transactions with the patrons to include processing payroll deduction and credit/debit card tuition payments.

2.5.2 On a monthly basis, VENDOR shall remit to EXCHANGE 1% (one percent) of tuition receipts.

2.5.3 VENDOR shall develop a written agreement with patrons, establishing policies on payment of tuition during vacations, sickness, and NASA LaRC closure.

## 2.6 Food/Catering

2.6.1 VENDOR shall provide breakfast, lunch, snacks, and beverages consistent with the Virginia Child and Adult Food Program as stated in The Child Care Subsidy Program Guidance Manual and in line with USDA Nutrition Standards for Child and Adult Care Food Program (CACFP) Best Practices for infant and child nutrition, or similar standards for infant/child nutrition.

2.6.2 If using Building 2102 kitchen facilities, VENDOR shall provide personnel required for food preparation, storage, clean up, and transportation.

2.6.3 VENDOR shall provide the option for patrons to bring in outside meals or food and beverages.

 **2.7 Staff Training/Qualifications**

2.7.1 VENDOR shall be responsible for staff recruitment, orientation, and training. In compliance with state licensing requirements, VENDOR staff shall be trained in the following: child abuse and recognition; first aid; adult, child, and infant CPR; and communicable diseases. To meet requirements of NASA occupational safety and health standards, all staff shall be trained in bloodborne pathogens and the kitchen shall be staffed by one or more food preparation specialists certified in the National Restaurant Association’s ServSafe Program. All teachers and assistants are expected to meet state requirements. In the event that state standards are in conflict with the accreditation standards, the more stringent standard shall govern, unless otherwise approved.

2.7.2 All staff, regardless of position, shall have a high school diploma or equivalent when hired.

2.7.3 VENDOR shall have final decision-making authority with regard to hiring and disciplinary action of the child-care center management and staff.

2.7.4 The VENDOR shall comply with all NASA-provided training such as safety and return to on-site work briefings.

**2.8** **Curriculum, Policies and Procedures**

VENDOR shall generate and provide EXCHANGE with a copy, an operational handbook which includes, but is not limited to, the following topics:

* Enrollment procedures
* Financial commitment
* Attendance & withdrawal
* Drop-off & pick-up
* Staff qualifications & requirements
* Curricula & learning
* Personal belongings
* Nutrition
* Guidance
* Health
* Safety
* Parental responsibilities & requirements

## 2.9 Information Technology

2.9.1 VENDOR shall comply with all applicable Federal or NASA IT policies and guidance, specifically including those policies related to IT security, including, but not be limited to, personal identifiable information (PII).

2.9.2 All computers, laptops, and other IT shall be procured and supported by VENDOR.

2.9.3 VENDOR shall procure a commercial Internet Service Provider (ISP) such as Cox or Verizon. ISP connection will be installed at LaRC’s Internet Demarcation Point in Building 1201 (B1201), coordinated with the EXCHANGE. NASA Office Chief Information Office (OCIO) will provide fiber and connectivity from B1201 to the Facility.

a. VENDOR shall coordinate with EXCHANGE on any/all cabling infrastructure requirements to support VENDOR-procured internet services (wired and wireless) prior to taking occupancy of building.

b. VENDOR shall negotiate any initial required modifications with EXCHANGE which will be performed by EXCHANGE. Any future modifications/upgrades shall be coordinated with EXCHANGE to determine responsibility for cost and will be performed by EXCHANGE.

c. VENDOR shall not view the EXCHANGE, in any way, as an internet provider or responsible for any data connectivity other than the fiber connection and media converters between the ISP connection in B1201 and the Facility.

##  2.10 Safety

## 2.10.1 VENDOR shall comply with state, federal, NASA, and LaRC specific safety standards and regulations as defined in Appendix C.

## 2.10.2 The VENDOR shall also participate in the annual Safety and Health Awareness activities as coordinated with the EXCHANGE.

## 2.10.3 VENDOR shall comply with COVID-19 Guidelines and Information for Child Care Operations found in state (e.g., Virginia Department of Social Services), federal (e.g., Centers for Disease Control (CDC)), and NASA Agency standards (Appendix C).

## 2.10.4 VENDOR shall comply with Federal employee and contractor COVID vaccination attestation safety, and testing requirements. All VENDOR employees are required to attest to vaccination status. Employees who refuse to attest to status or confirm they are not fully vaccinated will be required to comply with frequent COVID testing and other safety guidelines (e.g., social distancing, masking indoors) as required by NASA LaRC for all employees.

## 2.10.5 VENDOR shall comply with regulations regarding storage, marking, and handling of hazardous materials as required to maintain a valid child-care center license issued by the State of Virginia and NASA policies.

## 2.10.6 VENDOR shall develop and submit for review and approval by EXCHANGE a safety and health plan 30 calendar days after award agreement. The Safety and Health Plan shall be written in accordance with the government provided Safety and Health Plan template.

## 2.10.7 VENDOR shall develop, and submit for review and approval by EXCHANGE, an emergency response plan for medical care, to include policy on dispensing of medications, avoidance of allergic reactions, treatment of injuries, and emergency responses.

## 2.10.8 VENDOR shall provide a pandemic (COVID) response plan 30 days after bilateral execution of this agreement and updated quarterly, to cover planned procedures in the case of a positive COVID case at the facility (staff or child) and expected sanitizing, masking, and other safety procedures.

## 2.11 Security and Access

## 2.11.1 VENDOR shall complete any federal and state required employee, parent and parent designee background checks beyond what is provided through the EXCHANGE.

## 2.11.2 VENDOR shall ensure all employees, parents and parent designees obtain necessary and proper badging from the NASA LaRC Badge and Pass office.

## 2.11.3 VENDOR shall require its employees to wear and/or have immediate access to badges at all times while on NASA LaRC property.

## 2.11.4 VENDOR shall ensure that employees who are no longer employed with VENDOR immediately return their badge to the NASA LaRC Badge and Pass Office.

## 2.11.5 VENDOR shall allow the use of closed circuit cameras, provided by the NASA Security Officer, to assist in management of security in outside play areas, Facility and fence perimeter, reception area, and other areas presenting security concerns.

## 2.11.6 VENDOR shall ensure Facility access is controlled and limited to VENDOR employees, patrons and designees, and NASA-approved visitors using access-limiting procedures (such as badged door access).

## 2.12 Non-Collateral Equipment

VENDOR shall provide and maintain non-collateral equipment to the end of its useful life. If required for future performance, VENDOR shall provide and replace those items if needed for performance and title will remain with the VENDOR at no cost to the EXCHANGE. The non-collateral equipment list is included as Appendix B: Non-Collateral Inventory List. VENDOR shall be entitled to evaluate the existing equipment and determine which items it can use for the operation of the child-care center.

## 2.13 Communications/Inspections/Reporting

## 2.13.1 VENDOR shall be responsible for routine communications to include, but not limited to, addressing administrative issues or reminders of upcoming activities and events, closures due to weather or emergency, changes in provided technology, and individual child progress updates.

## 2.13.2 The VENDOR shall have daily written communication with parents through methods such as digital communication tools (using tools such as Tadpoles, BrightWheels, or other similar applications).

## 2.13.3 VENDOR shall provide the NASA workforce and Joint Base Langley-Eustis personnel with the VENDOR enrollment materials which includes, but is not limited to, enrollment requirements and operating procedures.

## 2.13.4 VENDOR shall use its best efforts to promptly provide to EXCHANGE written notice of any material change to the policies and procedures relating to the operational handbook or enrollment materials, including the effective date thereof.

## 2.13.5 VENDOR shall verbally notify the Exchange Operations Manager of any VENDOR employee incident as soon as practical, but no later than 2 hours following occurrence.

## 2.13.6 VENDOR shall verbally notify the Exchange Operations Manager of any child accident/incident that requires medical attention beyond general first aid, as soon as practical, but no later than 2 hours following occurrence.

## 2.13.7 VENDOR shall immediately inform EXCHANGE regarding (1) any inspection, incident, report, or condition likely to result in a finding of a standards violation (e.g. Notice of Violation) by the State of Virginia, and (2) any threatened suspension or revocation of or any lapse in VENDOR’s child-care center license issued by the State of Virginia.

## 2.13.8 For any incident involving VENDOR employee injury, the VENDOR shall call the NASA Langley Research Center (LaRC) Occupational Health Clinic at 757-864-3193 [between 7:00 a.m. to 3:30 p.m. (M-F)] within 24 hours.

## 2.13.9 Any VENDOR employee who receives medical treatment for a work-related injury from the LaRC Fire Department or an outside medical facility shall verbally report to the NASA LaRC Occupational Health Clinic (Building 1216) when they return to work on Center at LaRC. The VENDOR is required to investigate their own NASA mishaps and coordinate with EXCHANGE to submit the required investigation report.

## 2.13.9 VENDOR shall notify EXCHANGE of any and all structural deficiencies and/or concerns as soon as practicable following identification of said deficiencies and/or concerns.

## 2.13.10 VENDOR shall provide a monthly operational performance report to include, but not be limited to, number of children per classroom, number of teachers per classroom, meals served, staff training, employee and children safety incidents, number of children and teachers out due to sickness, number of patrons on enrollment waitlist, accomplishments, and issues/concerns.

## 2.13.11 VENDOR shall refrain from representing itself or permitting itself to be represented as an agent of the United States, NASA, LaRC, or EXCHANGE, in any manner whatsoever.

## 2.14 Indemnity and Insurance

## 2.14.1 VENDOR shall indemnify, save harmless, and defend NASA, EXCHANGE, and the United States government from and against any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to the property of, injuries to, or death of any and all persons whatsoever, in any manner caused by the VENDOR, its employees, servants, or agents, while in, upon, or about LaRC or while going to or departing from the same and to indemnify and save harmless EXCHANGE and the United States of America from and on account of damages of any kind which EXCHANGE and the United States of America may suffer as the result of the acts of any of VENDOR’s employees, servants, or agents on or about LaRC.

## 2.14.2 The VENDOR shall purchase and maintain minimum insurance coverage as required by state and federal agencies as defined below:

2.14.2.1 Workman’s compensation, as required by the laws of the Commonwealth of Virginia, including employer's liability as required of not less than $100,000 per incident;

2.14.2.2 Commercial general liability insurance, including abuse and molestation coverage, with combined single limits for bodily injury and property damage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate in a policy year;

2.14.2.3 Automobile liability insurance with minimum limits of $100,000 per person and $200,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage liability shall be maintained. This insurance shall be in comprehensive policy form and shall cover automobiles and/or trucks; and

2.14.2.4 Liability insurance in minimum limits of $300,000 for each accident or occurrence.

## 2.14.3 VENDOR shall provide EXCHANGE with a certificate(s) of insurance evidencing the coverages and limits described above prior to performing work under this Agreement.

## 2.14.4 The VENDOR shall notify the EXCHANGE in writing thirty (30) days prior to cancellation or material change to the policies.

**2.15 Environmental**

VENDOR shall ensure that all onsite activities performed are in compliance with all local, state, and federal environmental laws and regulations and environmental Executive Orders as defined in Appendix C.

# ARTICLE III. TERM OF AGREEMENT

The effective date of this Agreement shall be January 3, 2022, and the Agreement shall be in effect for a period of two (2) years with additional one (1)-year renewals unless terminated sooner, in accordance with the provisions of Article V of this Agreement.

# ARTICLE IV. DISPUTE RESOLUTION

Except as otherwise provided, those situations where a pre-existing statutory or regulatory system exists (*e.g.,* under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the “Points of Contact.” The persons identified as the “Points of Contact” for EXCHANGE and VENDOR will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the EXCHANGE signatory or that person’s designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

# ARTICLE V. TERMINATION

## 5.1 After the 2-year base period and each year subsequent, EXCHANGE and VENDOR shall determine whether to renew the Agreement for an additional one (1)-year period.

## 5.2 EXCHANGE or VENDOR may terminate the Agreement prior to expiration with one hundred twenty (120) days’ notice for any of the following reasons:

## 5.2.1 In the event EXCHANGE is inactivated;

## 5.2.2 If the products/service provided do not meet the specifications referred in Article II hereof;

## 5.2.3 If VENDOR does not comply with any other provision of this Agreement, including a material breach of Agreement requirements; or

## 5.2.4 Upon EXCHANGE decision not to renew for other reasons.

## 5.3 Upon receipt of a termination notice, VENDOR shall, within one hundred twenty (120) days of receipt, remove all of its property from the LaRC. Upon failure of VENDOR to do so, EXCHANGE may cause such property to be removed at VENDOR’s expense.

# ARTICLE VI. AMENDMENT

This Agreement may be amended in whole or in part by written mutual agreement signed by the authorized representatives of the parties hereto.

# ARTICLE VII. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with United States Federal law.

# ARTICLE VIII. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by VENDOR or EXCHANGE without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

# ARTICLE VIII. POINTS OF CONTACT

EXCHANGE VENDOR

Name: Manuelita S. Hall Name:

Title: Exchange Operations Manager Title:

Email: manuelita.s.hall@nasa.gov Email:

Telephone: 757-256-3366 Telephone:

# ARTICLE IX. SIGNATORIES

**VENDOR**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Owner/Manager of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to all Articles set forth herein:

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Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CERTIFICATE

I, **Manuelita S. Hall**, certify as the NASA Langley Exchange Operations Manager that I am empowered by the Director of the NASA LaRC to execute this Vendor Agreement on behalf of the Langley Exchange.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NASA Langley Exchange 10 W. Taylor Street MS 035 Hampton, VA 23681-0001

Manuelita (Sally) Hall*/* Langley Exchange Operations Manager

**APPENDIX A: NASA Janitorial Services**



**APPENDIX B: Non-Collateral Inventory List**

|  |  |  |
| --- | --- | --- |
| **ITEM DESCRIPTION** | **QTY** | **Location** |
| 42" LGTV | 1 | Lobby Area  |
| 2 seater couch  | 2 | Lobby Area  |
| End tables  | 2 | Lobby Area  |
| 10 Compartment wooden toy storage shelves | 1 | Managers Office  |
| 5 Drawer metal file cabinets | 1 | Managers Office  |
| Dell laptop | 1 | Managers Office  |
| Desk chairs  | 5 | Managers Office  |
| Lg standup wood storage cabinets | 2 | Managers Office  |
| Printer  | 1 | Managers Office  |
| Proxima Projector | 1 | Managers Office  |
| Small round table  | 1 | Managers Office  |
| Viewsonic Projector  | 1 | Managers Office  |
| Wooden desk | 1 | Managers Office  |
| Cash Register  | 1 | Front Desk |
| Ipads | 5 | Front Desk |
| Large file cabinet | 1 | Front Desk |
| Locking File Cabinet/Safe | 1 | Front Desk |
| Shredder | 1 | Front Desk |
| Wooden storage cabinet | 1 | Front Desk |
| 36 Compartment letter shelf  | 1 | Break Room  |
| 5 Compartment wooden storage shelf | 1 | Break Room  |
| ADP Timeclock | 1 | Break Room  |
| Adult Chairs  | 8 | Break Room  |
| Metal book shelf  | 1 | Break Room  |
| Microwave | 1 | Break Room  |
| Refrigerator | 1 | Break Room  |
| U-punch Timeclock | 1 | Break Room  |
| Wooden work desk | 1 | Break Room  |
| Basinet/rocker | 1 | Bonding Room  |
| Kitchen cart  | 1 | Bonding Room  |
| Mini fridge  | 1 | Bonding Room  |
| Rocking chairs | 4 | Bonding Room  |
| Small wooden book shelf  | 1 | Bonding Room  |
| Standing lamp | 1 | Bonding Room  |
| Wooden dividers | 2 | Bonding Room  |
| Wooden storage shelf | 1 | Bonding Room  |
| Dolly | 1 | Utility Room  |
| Metal Garden Cart  | 2 | Utility Room  |
| Metal Storage Shelf  | 1 | Utility Room  |
| Portable projector screen | 2 | Utility Room  |
| Child size chairs  | 11 | Utility Room  |
| Child size wooden art table with easels | 1 | Utility Room  |
| Desk chair  | 2 | Utility Room  |
| 10 Compartment child size wooden coat/shoe rack | 3 | Classroom # 100 |
| 2 Compartment 2 sided wooden toy shelves | 1 | Classroom # 100 |
| 20 Compartment wooden cubby storage shelves | 1 | Classroom # 100 |
| 29 Compartment storage shelves with cubbies | 1 | Classroom # 100 |
| 3 Compartment 2 sided wooden toy shelves | 2 | Classroom # 100 |
| 4 Seater wooden child tables | 2 | Classroom # 100 |
| 5 Compartment wooden toy shelving unit | 3 | Classroom # 100 |
| 6 Compartment wooden toy storage shelves | 4 | Classroom # 100 |
| 6 Seater wooden child tables | 6 | Classroom # 100 |
| 8 Compartment wooden toy storage shelves | 1 | Classroom # 100 |
| Area/Play Rugs | 4 | Classroom # 100 |
| Child height single sink  | 3 | Classroom # 100 |
| Child size craft table | 2 | Classroom # 100 |
| Child size rocker couch | 1 | Classroom # 100 |
| Child sized chairs  | 36 | Classroom # 100 |
| Child toilets  | 2 | Classroom # 100 |
| Cots  | 20 | Classroom # 100 |
| Lockable standing storage shelf on wheels | 1 | Classroom # 100 |
| Refrigerator | 1 | Classroom # 100 |
| Small wooden play work bench | 1 | Classroom # 100 |
| Wooden 3 drawer file cabinet  | 1 | Classroom # 100 |
| Wooden easel | 2 | Classroom # 100 |
| Wooden storage cabinet/book shelf  | 1 | Classroom # 100 |
| 10 Compartment child size wooden coat/shoe rack | 1 | Classroom # 105 |
| 10 Compartment wooden toy storage shelves | 1 | Classroom # 105 |
| 2 Compartment 2 sided wooden toy shelves | 4 | Classroom # 105 |
| 2 Compartment wooden toy shelf  | 1 | Classroom # 105 |
| 2 Seater child tables | 2 | Classroom # 105 |
| 29 Compartment storage shelves with cubbies | 2 | Classroom # 105 |
| 3 Compartment 2 sided wooden toy shelves | 3 | Classroom # 105 |
| 3 Drawer plastic storage bins | 1 | Classroom # 105 |
| 4 Drawer metal filing cabinet  | 1 | Classroom # 105 |
| 5 Compartment child size wooden coat/shoe rack  | 3 | Classroom # 105 |
| 5 Compartment wooden toy shelving unit | 3 | Classroom # 105 |
| 6 Compartment wooden toy storage shelves | 1 | Classroom # 105 |
| 6 Seater wooden child tables | 6 | Classroom # 105 |
| 8 Compartment metal paper shelving unit | 1 | Classroom # 105 |
| Area/Play Rugs | 5 | Classroom # 105 |
| Child height single sink  | 3 | Classroom # 105 |
| Child size 2 seater couch | 1 | Classroom # 105 |
| Child sized chairs  | 47 | Classroom # 105 |
| Child toilets  | 2 | Classroom # 105 |
| Desk chair  | 1 | Classroom # 105 |
| Lockable standing storage shelf on wheels | 2 | Classroom # 105 |
| Plastic cots | 33 | Classroom # 105 |
| Small metal paper storage shelf | 1 | Classroom # 105 |
| Small wooden coat rack  | 2 | Classroom # 105 |
| Small wooden storage cabinets | 2 | Classroom # 105 |
| Wooden changing table  | 1 | Classroom # 105 |
| Wooden easel | 3 | Classroom # 105 |
| Wooden play sink | 1 | Classroom # 105 |
| Wooden play stove | 1 | Classroom # 105 |
| Wooden storage cabinet/book shelf  | 2 | Classroom # 105 |
| 5 Compartment wooden toy shelving unit | 2 | Classroom # 117 |
| 6 Compartment 2 sided wooden toy cubby  | 5 | Classroom # 117 |
| 6 Seater wooden child tables | 3 | Classroom # 117 |
| Adult height sink with storage cabinet and cubby holes | 1 | Classroom # 117 |
| Area/Play Rugs | 4 | Classroom # 117 |
| Child height double sink  | 1 | Classroom # 117 |
| Child sized chairs  | 14 | Classroom # 117 |
| Child toilets  | 2 | Classroom # 117 |
| Kitchen cabinets(4 door) | 1 | Classroom # 117 |
| Lockable standing storage shelf on wheels | 2 | Classroom # 117 |
| Plastic cots | 13 | Classroom # 117 |
| Refrigerator | 1 | Classroom # 117 |
| Small plastic step 2 play table | 1 | Classroom # 117 |
| Wooden changing table  | 1 | Classroom # 117 |
| Wooden kitchen playset | 1 | Classroom # 117 |
| Wooden storage cabinet/book shelf  | 1 | Classroom # 117 |
| 2 Compartment 2 sided wooden toy shelves | 3 | Classroom # 118 |
| 20 Compartment wooden cubby storage shelves | 1 | Classroom # 118 |
| 3 Drawer plastic storage bins | 1 | Classroom # 118 |
| 4 Compartment wooden toy shelves | 3 | Classroom # 118 |
| 5 Compartment child size wooden coat/shoe rack  | 3 | Classroom # 118 |
| 5 Compartment wooden toy shelving unit | 3 | Classroom # 118 |
| 5 Drawer metal filing cabinet  | 1 | Classroom # 118 |
| 6 Compartment wooden toy storage shelves | 1 | Classroom # 118 |
| 6 Seater wooden child tables | 2 | Classroom # 118 |
| 8 Compartment metal paper shelving unit | 1 | Classroom # 118 |
| Adult height sink with storage cabinet and cubby holes | 1 | Classroom # 118 |
| Area/Play rug | 4 | Classroom # 118 |
| Child height double sink  | 1 | Classroom # 118 |
| Child sized chairs  | 17 | Classroom # 118 |
| Childs toilet | 2 | Classroom # 118 |
| Kitchen cabinets(4 door) | 1 | Classroom # 118 |
| Little Tike pirate ship play table  | 1 | Classroom # 118 |
| Lockable standing storage shelf on wheels | 1 | Classroom # 118 |
| Plastic cots | 15 | Classroom # 118 |
| Plastic play kitchen Set | 1 | Classroom # 118 |
| Plastic play work bench set | 1 | Classroom # 118 |
| Small wooden coat rack  | 1 | Classroom # 118 |
| Wooden 3 drawer file cabinet  | 1 | Classroom # 118 |
| Wooden changing table  | 1 | Classroom # 118 |
| Wooden easel | 1 | Classroom # 118 |
| 2 Compartment wooden toy shelf  | 3 | Classroom # 120 |
| 4 Compartment wooden toy shelves | 1 | Classroom # 120 |
| 5 Compartment wooden toy shelving unit | 2 | Classroom # 120 |
| 56 quart plastic storage bins  | 12 | Classroom # 120 |
| 6 Seater wooden child tables | 1 | Classroom # 120 |
| Adult height sink with storage cabinet and cubby holes | 1 | Classroom # 120 |
| Area/Play Rugs | 1 | Classroom # 120 |
| Basinet/rocker  | 7 | Classroom # 120 |
| Child height double sink  | 1 | Classroom # 120 |
| Child sized chairs  | 8 | Classroom # 120 |
| Child toilets | 1 | Classroom # 120 |
| Infant high chair  | 3 | Classroom # 120 |
| Infant Jumper playset | 2 | Classroom # 120 |
| Kitchen cabinets(4 door) | 1 | Classroom # 120 |
| Lockable standing storage shelf on wheels | 1 | Classroom # 120 |
| Plastic cots | 4 | Classroom # 120 |
| Refrigerator  | 1 | Classroom # 120 |
| Rocking chair  | 1 | Classroom # 120 |
| Single child stroller  | 1 | Classroom # 120 |
| Small wooden storage cabinets | 2 | Classroom # 120 |
| Small wooden storage cabinets | 2 | Classroom # 120 |
| Stackable plastic storage drawers | 12 | Classroom # 120 |
| Wooden cribs on wheels  | 13 | Classroom # 120 |
| 6 Seater picnic table  | 3 | Playground Area  |
| 8 Seater picnic table | 1 | Playground Area  |
| Adult size metal chairs  | 2 | Playground Area  |
| Medium Sized rectangle wooden pavilion | 1 | Playground Area  |
| Medium wooden play table | 2 | Playground Area  |
| Metal bench  | 1 | Playground Area  |
| Metal swing set frame(swings missing) | 2 | Playground Area  |
| Metal tables(round) | 2 | Playground Area  |
| Metal toddler swing set | 1 | Playground Area  |
| Multiple slide playground set | 1 | Playground Area  |
| Outdoor child’s art board | 1 | Playground Area  |
| Outdoor plastic art play tables with overhead cover  | 1 | Playground Area  |
| Outdoor Plastic Storage bin | 1 | Playground Area  |
| Plastic fencing around garden | 1 | Playground Area  |
| Plastic fencing to enclose play area | 1 | Playground Area  |
| Plastic play castle playground set  | 1 | Playground Area  |
| Plastic playground/slide | 1 | Playground Area  |
| Round pavilion/gazebo | 1 | Playground Area  |
| Small outdoor plastic play table  | 1 | Playground Area  |
| Small pavilion with fence | 1 | Playground Area  |
| Small plastic play house | 2 | Playground Area  |
| Small wooden pavilion | 1 | Playground Area  |
| Small wooden play table | 1 | Playground Area  |
| Storage shed | 1 | Playground Area  |

**APPENDIX C: Reference Documents**

Refer to the NODIS website (<https://nodis3.gsfc.nasa.gov/main_lib.cfm>) for the latest version of NASA NASA Procedural Requirements (NPR) and NASA Policy Directives (NPD) and <https://lmse.larc.nasa.gov> for Langley Procedural Requirements (LPR).

Safety:

* LPR 1740.2 N-4: Langley General Safety Program Requirements
* Memorandum for NASA Contractor Community: Revised Procedures for Entering NASA Facilities During Coronavirus (COVID-19) Pandemic: August 16, 2021 <https://larcsos.larc.nasa.gov/>
* CDC General Guidelines for Child Care Programs (Revised April 12, 2021) <https://www.dss.virginia.gov/files/division/licensing/cdc/intro_page/code_regulations/regulations/covid_19_guidelines_and_information_for_child_care_operations.pdf>

Environmental:

* [LPR 8500.1, Environmental and Energy Program Manual](https://lms.larc.nasa.gov/admin/view_doc_detail.cfm?docid=2923) [https://lms.larc.nasa.gov/admin/documents/LPR-8500.1.H\_FinalVersion(2).pdf](https://lms.larc.nasa.gov/admin/documents/LPR-8500.1.H_FinalVersion%282%29.pdf)

Security:

* NPR 1600.1 NASA Security Program Procedural Requirements–Particularly Chapters 1 & 2
* NPD 1600.2 NASA Security Policy
* NPR 1600.3A Personnel Security– Particularly Chapters 1 (section 1.4) & 2 (sections 2.1, 2.4 – 2.9)
* NPR 1600.4A: Particularly Chapters 1, 2 3 (specifically section 3.5), 4 (specifically section 4.3 -if there are any Foreign Nationals), and 6 (specifically sections 6.4 – 6.12)

**APPENDIX D: LCDC Enrollment Data (2018-2020)**

|  |  |  |  |
| --- | --- | --- | --- |
| **GROUP** | **2018** | **2019** | **2020** |
| Infants (Little Dippers)(6 weeks-12 months) | 11 | 14 | 11 |
| Infants (Big Dippers)(12-24 months) | 13 | 12 | 11 |
| Toddlers (Comets)(18 months-2.5 years) | 13 | 14 | 13 |
| Toddlers (Twinkling Stars)(2-3 years) | 15 | 13 | 13 |
| Pre-K1 (Shining Stars)(3-4 years) | 15 | 18 | 19 |
| Pre-K2 (Rockets)(4-5 years) | 18 | 19 | 20 |
| **Total No. of Enrollees** | 85 | 90 | 87 |

**APPENDIX E: Building 1231C Facility Occupancy**



The current facility layout includes the following room assignments. Vendors are *not required* to maintain the same rooms for each age group and may move classrooms to maximize enrollment as needed.

Per NFPA 101, Life Safety Code, the maximum facility occupancy is 149.

|  |  |  |
| --- | --- | --- |
| **Room No.** | **Room Type** | **Age Group** |
|  |
| 100 | Classroom | Rockets (4-5 years old) |  |
| 105 | Classroom | Twinkle & Shining Stars (2-4 years old) |  |
| 117 | Classroom | Comets (18 months-2.5 years old) |  |
| 118 | Classroom | Big Dippers (12-24 months) |  |
| 120 | Classroom | Little Dippers (6 weeks-12 months) |  |
| 111 | Break Room |   |  |
| 112 | Admin |   |  |
| 113a | Reception |   |  |