

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE 1 OF PGS

CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-99-D-05507  
 ISSUED BY CODE  
 FAA, Av, Med & Trng Contracting Team(AMQ-310)  
 6500 South MacArthur Boulevard  
 P.O. Box 25082  
 Oklahoma City, OK 73125-4929

3. EFFECTIVE DATE 2-16-99  
 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 9901807  
 6. ADMINISTERED BY (If other than Item 5) CODE  
 FAA, Av, Med & Trng Contract Mgmt. Team (AMQ-340)  
 6500 South MacArthur Boulevard  
 P.O. Box 25082  
 Oklahoma City, OK 73125-4929

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  
 Advancia Corporation  
 211 SW A Avenue  
 Lawton, OK 73501-4051

8. DELIVERY /x/ FOB Destination OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT Net 30 days  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM BLOCK 12.

11. SHIP TO/MARK FOR CODE FACILITY CODE  
 To be shown on each Delivery Order issued hereunder.

12. PAYMENT WILL BE MADE BY: CODE  
 FAA, Financial Operations Division (AMZ-100)  
 P.O. Box 25710  
 Oklahoma City, OK 73125-4913 (405) 954-4304

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

14. ACCOUNTING AND APPROPRIATION DATA  
 To be shown on delivery order issued hereunder.

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Accepted as to Items 1 through 3, inclusive (Base Year only), contractor's offer, dated 1-6-99, with pages 2R through 6R, as revised by Amendment A001 and contractor's letter, dated 2-1-99, incorporated herein by reference.					
					ESTIMATED

15G. TOTAL AMOUNT OF CONTRACT \$411,594.00

16. TABLE OF CONTENTS			
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	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	BY REF.
	M	EVALUATION FACTORS FOR AWARD	REFERENCE

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

18. I AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number DTFA-02-99-R-01807, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)  
 19B. NAME OF CONTRACTOR BY  
 (Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER SUE COY  
 20B. UNITED STATES OF AMERICA BY  
 (Signature of Contracting Officer)  
 20C. DATE SIGNED 2-9-99

19C. DATE SIGNED

CONTRACT NO.		3. SOLICITATION NO. DTFA-02-99-R-01807		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFO)		5. DATE ISSUED DEC 16 1999		6. REQUISITION/PURCHASE NO. 9901807 (FAA Internal Use Only)	
7. ISSUED BY FAA, AvMedTrng Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929				8. ADDRESS OFFER TO (If other than Item 7) FAA, Bid & Proposal Officer, AMQ-77 Room 321, Multi-Purpose Building 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933					

**Time and Material SOLICITATION Technical Support for Aviation Safety**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until 3:30 p.m. local time (Date) 12/16/1999 (Hour)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME Sue Coy	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7881
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(✓)	SEC	DESCRIPTION	PAGE(S)	(✓)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
✓	A	SOLICITATION/CONTRACT FORM	1	✓	I	CONTRACT CLAUSES	16-21
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
✓	C	DESCRIPTION/SPECS./WORK STATEMENT	7	✓	J	LIST OF ATTACHMENTS	22
✓	D	PACKAGING AND MARKING	N/A	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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✓	F	DELIVERIES OR PERFORMANCE	8	✓	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	27-30
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✓	H	SPECIAL CONTRACT REQUIREMENTS	12-16				

OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 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 3.3.1-6) >	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

15A. NAME AND ADDRESS OF OFFEROR Advancia Corporation 211 SW A Avenue Lawton, OK 73501-4051	15B. TELEPHONE NO. (Include area code) (580) 355-1471	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) John P. Purcell, Jr. Vice President Finance & Contracting
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17. SIGNATURE 	18. OFFER DATE 1/6/99
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)(i)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304
26. NAME OF CONTRACTING OFFICER (Type or print)  (Signature of Contracting Officer)		27. UNITED STATES OF AMERICA
		28. AWARD DATE

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

2-16-99 / 2-15-00

B.1 BASE YEAR - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations and analysis in accordance with the attached Performance Work Statement (PWS) and other terms conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule:

*currently  
4 people  
full time*

<u>Item</u>	<u>Supplies/Services</u>	<u>Estimated Annual Hours</u>	<u>Composite Hourly Rates</u>	<u>Total Estimated Amount</u>
1	Labor Disciplines (Skills)			
	a. Certification Engineer	100	\$50.00	\$ 5,000.00
	b. Senior Physiologist	100	\$55.44	\$ 5,544.00
	c. Water Survival Training Specialist	50	\$38.20	\$ 1,910.00
	d. Mathematical Technician	2,000	\$31.22	\$62,440.00
	e. Aircraft Mechanic	1,000	\$26.90	\$26,900.00
	f. Aircraft Mechanic Helper	2,000	\$20.20	\$40,400.00
	g. Computer Programmer Level II	2,000	\$26.02	\$52,040.00
	h. Data Technician	2,000	\$18.40	\$36,800.00
	i. Research Data Specialist	2,000	\$26.02	\$52,040.00
	j. Data Analyst	2,000	\$31.79	\$63,580.00
	k. Healthcare Professional	2,000	\$31.22	\$62,440.00
2	Contractor-furnished materials, to be reimbursed at contractor's cost.			Government Estimate \$ 500
3	Travel, per diem, subsistence and transportation, including car rental, in accordance with clause H.3, herein.			Government Estimate \$2,000

TOTAL BASE YEAR ESTIMATED PRICE: ~~\$421,594.00~~ **\$427,872.00**

PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

2/16/2000 - 2/15/2001

**B.2 FIRST OPTION YEAR** - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations and analysis in accordance with the attached Performance Work Statement (PWS) and other terms conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule:

<u>Item</u>	<u>Supplies/Services</u>	<u>Estimated Annual Hours</u>	<u>Composite Hourly Rates</u>	<u>Total Estimated Amount</u>
1	Labor Disciplines (Skills)			
a.	Certification Engineer	100	\$52.00	\$ 5,200.00
b.	Senior Physiologist	100	\$57.66	\$ 5,766.00
c.	Water Survival Training Specialist	50	\$39.72	\$ 1,986.00
d.	Mathematical Technician	2,000	\$32.45	\$64,900.00
e.	Aircraft Mechanic	1,000	\$27.98	\$27,980.00
f.	Aircraft Mechanic Helper	2,000	\$21.00	\$42,000.00
g.	Computer Programmer Level II	2,000	\$27.05	\$54,100.00
h.	Data Technician	2,000	\$19.14	
				<u>\$38,280.00</u>
i.	Research Data Specialist	2,000	\$27.05	\$54,100.00
j.	Data Analyst	2,000	\$33.03	\$66,060.00
k.	Healthcare Professional	2,000	\$32.45	\$64,900.00
l.	Laboratory Technician	640	\$22.29	\$16,717.50
2	Contractor-furnished materials, to be reimbursed at contractor's cost.			Government Estimate \$ <u>520</u>
3	Travel, per diem, subsistence and transportation, including car rental, in accordance with clause H.3, herein.			Government Estimate \$ <u>2,080</u>

TOTAL FIRST OPTION YEAR ESTIMATED PRICE: \$ 444,589.50

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

2/16/2001 - 2/15/2002

**B.4 SECOND OPTION YEAR** – The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations and analysis in accordance with the attached Performance Work Statement (PWS) and other terms conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule:

<u>Item</u>	<u>Supplies/Services</u>	<u>Estimated Annual Hours</u>	<u>Composite Hourly Rates</u>	<u>Total Estimated Amount</u>
1.	Labor Disciplines (Skills)			
	a. Certification Engineer	100	\$54.08	\$ 5,408.00
	b. Senior Physiologist	100	\$59.98	\$ 5,998.00
	c. Water Survival Training Specialist	50	\$41.34	\$ 2,067.00
	d. Mathematical Technician	2000	\$33.75	\$ 67,500.00
	e. Aircraft Mechanic	1000	\$29.41	\$ 29,410.00
	f. Aircraft Mechanic Helper	2000	\$22.18	\$ 44,360.00
	g. Computer Programmer Level II	2000	\$29.12	\$ 58,240.00
	h. Data Technician	2000	\$19.91	\$ 39,820.00
	i. Research Data Specialist	2000	\$28.13	\$ 56,260.00
	j. Data Analyst	2000	\$34.36	\$ 68,720.00
	k. Healthcare Professional	2000	\$33.75	\$ 67,500.00
	l. Laboratory Technician	2000	\$23.19	\$ 46,380.00
2.	Contractor-furnished materials, to be reimbursed at contractors cost.		Government Estimate	\$ 541.00
3.	Travel, per diem, subsistence and transportation, including car rental, in accordance with Clause H.3, herein.		Government Estimate	\$ 2,163.00
<b>TOTAL SECOND OPTION YEAR ESTIMATED PRICE:</b>				<b>\$494,367.00</b>

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

2/16/2002 - 2/15/2003

**B.4 THIRD OPTION YEAR** – The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations and analysis in accordance with the attached Performance Work Statement (PWS) and other terms conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule:

<u>Item</u>	<u>Supplies/Services</u>	<u>Estimated Annual Hours</u>	<u>Composite Hourly Rates</u>	<u>Total Estimated Amount</u>
1.	Labor Disciplines (Skills)			
	a. Certification Engineer	100	\$56.23	\$ 5,623.00
	b. Senior Physiologist	100	\$62.37	\$ 6,237.00
	c. Water Survival Training Specialist	50	\$43.00	\$ 2,150.00
	d. Mathematical Technician	2000	\$35.11	\$ 70,220.00
	e. Aircraft Mechanic	1000	\$30.36	\$ 30,360.00
	f. Aircraft Mechanic Helper	2000	\$22.83	\$ 45,660.00
	g. Computer Programmer Level II	2000	\$32.36	\$ 64,720.00
	h. Data Technician	2000	\$20.72	\$ 41,440.00
	i. Research Data Specialist	2000	\$29.26	\$ 58,520.00
	j. Data Analyst	2000	\$35.74	\$ 71,480.00
	k. Healthcare Professional	2000	\$35.11	\$ 70,220.00
	l. Laboratory Technician	2000	\$24.11	\$ 48,220.00
2.	Contractor-furnished materials, to be reimbursed at contractors cost.		Government Estimate	\$ 563.00
3.	Travel, per diem, subsistence and transportation, including car rental, in accordance with Clause H.3, herein.		Government Estimate	\$ 2,250.00
<b>TOTAL THIRD OPTION YEAR ESTIMATED PRICE:</b>				<b>\$517,663.00</b>

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

2/16/2003 - 2/15/2004

**B.4 FOURTH OPTION YEAR** – The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations and analysis in accordance with the attached Performance Work Statement (PWS) and other terms conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule:

<u>Item</u>	<u>Supplies/Services</u>	<u>Estimated Annual Hours</u>	<u>Composite Hourly Rates</u>	<u>Total Estimated Amount</u>
1.	Labor Disciplines (Skills)			
	a. Certification Engineer	100	\$58.48	\$ 5,847.00
	b. Senior Physiologist	100	\$64.86	\$ 6,486.48
	c. Water Survival Training Specialist	50	\$44.72	\$ 2,236.00
	d. Mathematical Technician	2000	\$36.51	\$ 73,028.80
	e. Aircraft Mechanic	1000	\$31.57	\$ 31,574.40
	f. Aircraft Mechanic Helper	2000	\$23.74	\$ 47,486.40
	g. Computer Programmer Level II	2000	\$33.65	\$ 67,308.80
	h. Data Technician	2000	\$21.55	\$ 43,097.60
	i. Research Data Specialist	2000	\$30.43	\$ 60,860.80
	j. Data Analyst	2000	\$37.17	\$ 74,339.20
	k. Healthcare Professional	2000	\$36.51	\$ 73,028.80
	l. Laboratory Technician	2000	\$25.07	\$ 50,148.80
2.	Contractor-furnished materials, to be reimbursed at contractors cost.		Government Estimate	\$ 586.00
3.	Travel, per diem, subsistence and transportation, including car rental, in accordance with Clause H.3, herein.		Government Estimate	\$ 2,340.00
<b>TOTAL FOURTH OPTION YEAR ESTIMATED PRICE:</b>				<b>\$538,370.00</b>

PART I - SECTION C - SCOPE OF WORK

C.1 SCOPE OF WORK

(a) The contractor shall provide the services as referenced in Section B in accordance with the Performance Work Statement (PWS) for Technical Support for the Civil Aeromedical Institute, Aeromedical Research Division, dated November 3, 1998, listed as Attachment 1 in Part III - Section J, herein.

(b) Services required under this contract will be ordered on an as needed basis by task/delivery orders signed and issued by the Contracting Officer.

C.2 DEFINITION OF CONTRACT TERMS

(a) Hourly Composite Rate includes direct and indirect labor, indirect material, overhead and profit. Payment under the applicable item will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(b) Contractor's Cost means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts/lease space required for performance under this contract.

3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

PART I - SECTION D - PACKAGING AND MARKING  
Not Applicable

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled Inspection--Time-and-Materials and Labor-Hour, AMS 3.10.4-5.

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE/DELIVERIES

See PWS, subsection 5.

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from February 16, 1999, or date of award, whichever is later.

F.3 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.4 F.O.B. DESTINATION (OKLAHOMA CITY, OK) (JAN 1997)

CLA.2010

The contractor shall deliver each item F.O.B. Destination, FAA, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, OK 73169 (Mail: P.O. Box 25082, Oklahoma City, OK 73125).

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCESSING

(a) Task/delivery orders will be issued in order of priority, which may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer or the Contracting Officer's Technical Representative, to deviate from the priority order.

(b) Task/delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer issues a request for task proposal, with a copy of the Task Work Statement attached.

(2) Contractor submits a task proposal to the Contracting Officer including:

(i) A proposed management plan.

(ii) A milestone schedule.

(iii) Proposed completion or delivery date.

(iv) Proposed direct material costs, as applicable.

(v) Proposed travel costs, as applicable.

(vi) A breakdown of the proposed labor hours and costs by category of discipline/skill, as shown in Part I, Section B.

(3) Each task will be negotiated, and when mutual agreement is reached a task/delivery order will be issued.

(4) The task/delivery order will be signed, dated, and issued by the Contracting Officer. Each task/delivery order will contain the following information:

- (i) An appropriate delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Work Statement format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Ceiling price.

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 10 days to commence work under any task order which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Work Statement attached, directing the contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with performance of the work required by the task/delivery order. The contractor will submit a task proposal within 20 days, from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations if required will be conducted to establish a new ceiling price.

(e) Any task/delivery order issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the Government respecting that task/delivery order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

(f) The composite hourly rates in effect at the time a task/delivery order is awarded will be the rates paid for all services performed to accomplish that task/delivery order.

**G.2 WITHHOLDING OF PAYMENTS WAIVER**

The withholding provision of AMS clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts, are hereby waived for this contract. The Government will not withhold or retain any payment or portion thereof pursuant to AMS 3.3.1-5. However, as a condition for waiving this requirement, the contractor agrees to execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this contract.

**G.3 INVOICING PROCEDURES - GENERAL (JUL 1997) CLA.0135 (R)**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished. Payment for services performed or items

furnished under this contract is subject to approval by the Contracting Officer, or Contracting Officer's Technical Representative. The contractor shall submit copies of all invoices as follows:

- (1) The original to: FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913
- (2) One copy to: FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125
- (3) One copy to: FAA, Mike Monroney Aeronautical Center  
Aeromedical Research Division (AAM-600)  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.
- (4) Hours by employee and labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee.
- (5) The cumulative hours by category, billed and paid on the current delivery order.

#### 3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering

clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

#### 3.2.4-19/alt1 Requirements Alternate I (October 1996)

If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the "Schedule" that exceed the quantities that the activity may itself furnish within its own capabilities.

#### 3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

#### 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of

its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT EMPLOYEES (SEP 1998) CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following;
  - (i) repayment of the separation incentive or a court approved settlement, or
  - (ii) a waiver of repayment granted under authority of the statute(s) or
  - (iii) that five years have lapsed since separation from government service; or
- 4) proposed job title, work location and " a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 " Contract Disputes" , the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the

contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### H.3 TRAVEL COSTS (JUL 1997)

CLA.4531

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract. Travel must be authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the Federal Travel Regulations, FPMR 101-7 as amended, issued by the General Services Administration (GSA). Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by any indirect costs, e.g., overhead and G&A, or profit.

#### H.4 AERONAUTICAL CENTER REGULATIONS (JAN 1997)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting the worksite, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at the Mike Monroney Aeronautical Center/Will Rogers World Airport.

#### H.5 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (APRIL 2000)

CLA.3403

Mod#3

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Representative (COR).

When contract employees who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three work days. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flightline identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys, vehicle decals and RUSCARDS issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300. RUSCARD keys shall be handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under AMS Clause 3.13-6 Security Requirements.

(2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS Clause 3.13-6, Security Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract employees. Final clearance will be accomplished by close of business the final work-day of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2; Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COR, CO, and AMC-700 after completion.

#### H.6 COMPUTER PROGRAMMERS AND SYSTEMS ANALYSTS (JAN 1997)

CLA.4525

(a) The Department of Labor has determined that computer programmers and systems analysts are not in the learned professions for purposes of an exemption from the Service Contract Labor Standards Act, 41 U.S.C. Sections 351-358, as amended. This determination is published at 29 C.F.R. Section 541-302(h).

(b) Therefore, the Service Contract Act must be included in this contract unless the contractor can provide signed certifications and supporting evidence acceptable to the Contracting Officer that all computer programmers and systems analysts (including trainees) whose services will be acquired under this contract are either:

(1) Engaged in managerial and administrative duties which qualify them for exemption under 29 C.F.R. 541.1 or 541.2, or

(2) High salaried professional employees as defined in 29 C.F.R.

541-315.

(i) Compensated on a salary or fee basis at a rate of at least \$250 per week exclusive of board, lodging, or other facilities, and

(ii) Whose primary duty consists of the performance of work requiring knowledge of an advanced type in a field of science or learning which includes work requiring the constant exercise of discretion and judgment.

bd # 3  
H.7 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (MAR 2000)

CLA.0069

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less.

H.8 SAFETY AND HEALTH (JAN 1997)

CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR

to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

## PART II - SECTION I - CONTRACT CLAUSES

NOTICE: The following provisions applicable this Section are hereby incorporated by reference:

- 3.2.2.3-1 False Statements in Offers (April 1996)
- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)
- 3.2.2.3-33 Order of Precedence (November 1997)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (April 1996)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (August 1998)
- 3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (October 1996)
- 3.4.1-10 Insurance--Work On Government Installation (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (April 1996)
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (April 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
- 3.6.2-13 Affirmative Action for Handicapped Workers (January 1998)

## H.9 QUALIFICATION OF EMPLOYEES

(a) The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine employee screening prior to employees actually commencing work at any Federal Aviation Administration (FAA) facility designated by the contract. This screening shall at a minimum consist of:

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority (state where last employed). Payment of any fees charged for such criminal histories shall be the responsibility of the contractor.

(2) Contractor shall contact prospective employee's previous employer for employment history.

(3) When specific experience/educational requirements are required to perform a task, the contractor shall verify the prospective employee's claims to having the required experience or educational qualifications.

(b) As a result of the screening above, any prospective employee that is found to have a history of unacceptable behavior (see Adjudicative Standards, Section J, Attachment "A") within the nine (9) years prior to beginning performance under this contract shall not be allowed to work on any FAA facility.

(1) Screening is not an "excusable delay" as described in the "Default" clause of this contract.

© The Contractor shall retain documentation that the above screening has been accomplished prior to contractor's employees starting performance on site and that the employees have been found to have no unacceptable history. The contractor will make available for FAA review, within 10 working days of written request, its documentation supporting accomplishment of pre-employment screening done on each employee scheduled for performance on FAA facilities. If a contractor employee is later found to be unacceptable after a FAA background investigation, and it is found that the above required screening was not accomplished, the contractor shall be held responsible for the cost of doing a second FAA background investigation to refill the position. The cost of additional FAA background investigations in this case may be deducted from requests for payment under the contract.

(d) The FAA may waive the above-required screening if:

(1) the contractor employee has had a FAA background investigation within the previous five years with uninterrupted employment and performance on a FAA facility with record of acceptable behavior.

(2) the contractor employee has had a FAA background investigation within the previous 12 months with interrupted employment and performance on a FAA facility with record of acceptable behavior.

(e) The contractor may request in writing to the Contracting Officer (CO) a review of a specific employee's history by FAA Servicing Security Element (SSE) if the employee is found unacceptable under paragraph (b) above. Contractor employee shall not start performance on site until a statement of qualification review approved by the FAA SSE responsible for the contract work site is provided to the CO or designated representative.

(f) Notwithstanding the diligent effort on the part of the contractor to provide qualified and acceptable employees for performance of the contract, the CO may, by written notice, require removal from contract work those employees who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, those employees determined in violation of Voluntary Separation Incentive Program (a Federal Retirement Buyout Program), or whose continued presence on Government property is deemed contrary to the public interest or inconsistent with actual or apparent Government policies. The Contractor shall fill out, and cause each of its employees on the contract to fill out, for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's employees shall be fingerprinted.

- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996) ✕
- 3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996) ✕
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.8.2-20 Qualifications of Employees (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996) ✕
- 3.10.1-22 Contracting Officer's Technical Representative (July 1996)
- 3.10.1-24 Notice of Delay (November 1997)
- 3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Office of Acquisition  
Contract Management Team (AMQ-340)  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.3 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.4 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (JUL 1997) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes in accordance with the clause entitled "OFFEROR'S SUBMITTAL OF REQUEST FOR MODIFICATION OF TERMS AND CONDITIONS, in Section L, may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the end of the current governmental fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the end of the current governmental fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

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-Fringe Benefits
Certification Engineer, GS-14	\$34.37
Senior Physiologist, GS-15	\$40.34
Water Survival Training Specialist, GS-11	\$20.41
Mathematical Technician, GS-9	\$16.87
Aircraft Mechanic, GS-9	\$16.87
Aircraft Mechanic Helper, GS-6	\$12.41
Computer Programmer Level II, GS-9	\$16.87
Data Technician, GS-5	\$11.13
Data Management Specialist, GS-9	\$16.87
Data Analyst, GS-12	\$24.46
Health Care Professional, GS-12	\$24.46

### 3.9.1-1 Contract Disputes (August 1998)

(a) All contract disputes arising under or related to this contract, shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor has exhausted its administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

(b) Contract Dispute, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A contract dispute arising under a contract, unlike a contract dispute relating to that contract, is a dispute that can be resolved under a contract clause that provides for the relief sought by the contracting party seeking relief. However, a voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a contract dispute. Such submission may be converted to a contract dispute by written notice, to the Contracting Officer, that it is disputed either as to liability or amount.

(c) A contract dispute shall be made in writing and signed by a duly authorized representative of the contractor or the government. At a minimum, a contract dispute shall include a statement of facts, adequate supporting data, and a request for relief. Unless otherwise stated in this contract, a contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 6 months after the accrual of the contract dispute.

(d) The Contracting Officer's decision concerning a contract dispute shall be binding on the parties, unless the contractor refers the matter to the FAA Office of Dispute Resolution for Acquisition.

(e) If a contract dispute cannot be resolved at the Contracting Officer level, the matter may be referred, by either party, to the FAA Office of Dispute Resolution for Acquisition for final agency disposition. Such referrals must be in writing directed to the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
400 Seventh Street, S.W.  
Room 8332  
Washington, DC 20590

Phone: (202) 366-6400  
Fax: (202) 366-7400

(f) The Office of Dispute Resolution for Acquisition will promulgate procedures and time limitations relevant to contract disputes, which will be described in a provision to be included in this contract or incorporated by reference herein.

(g) When a contract dispute is filed with the FAA Office of Dispute Resolution for Acquisition, a Dispute Resolution Officer will be assigned to the matter. The Dispute Resolution Officer may use any form of alternative dispute resolution to settle a contract dispute, including, but not limited to, informal communication, mediation, fact-finding, and binding or nonbinding arbitration. Binding arbitration may be employed only if the contractor and the FAA agree to use this method to resolve the merits of the contract dispute.

(h) If binding arbitration is agreed to, the decision of the Dispute Resolution Officer will become a final agency decision, unless the FAA Administrator indicates nonconcurrence with the decision, in writing, within 5 business days after the date that the decision is issued. If the FAA Administrator nonconcurs with the decision and issues a contrary determination, then that determination becomes the final agency decision concerning the merits of the contract dispute.

(i) If the parties have not agreed to binding arbitration and are unable to reach an agreement on the merits of the contract dispute through alternative dispute resolution, then the Dispute Resolution Officer will issue a recommendation for the final disposition of the matter. The Dispute Resolution Officer will then provide the recommendation to the FAA Administrator, who will make a final agency decision concerning the merits of the contract dispute.

(j) When the Dispute Resolution Officer determines that a contract dispute is frivolous or has no basis in fact or law, a summary decision may be issued as the Dispute Resolution Officer's recommendation to the FAA Administrator. The FAA Administrator will then issue a final agency decision concerning the merits of the contract dispute.

(k) The FAA will require continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending final decision on a contract dispute related to this contract.

(l) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pending contract dispute.

(m) To the extent that a final agency decision is subject to judicial review, such review will be pursuant to 49 U.S.C. 46110. If the parties have agreed to binding arbitration, the decision of the Dispute Resolution Officer (unless overruled by the FAA Administrator) will be final. A final agency decision which is the result of binding arbitration (not overruled by the Administrator) will not be subject to judicial review absent fraud, corruption, misconduct, or manifest disregard of the law.

### 3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
- (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) classified information, (3) sensitive information, and/or resources regardless of the location where such access occurs.

(b) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for the following positions under the contract:

(i) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as a Level 1 and 5 -- *the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as either a Level 1 or 5. Specific information for each labor category is located in the contract file, Contracts Support Position Description.*

(c) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

-Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

-One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as consistent with FAA Security Policy. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of the FAA Security Policy, it shall be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth and social security number of the employee as well as the name of the investigating entity and approximate date the previous background investigation was completed.

The contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, ACO-300  
Office of Civil Aviation Security  
800 Independence Ave. SW  
Washington, D.C. 20591

Mike Monroney Aeronautical Center Contracts:

Mgr., Investigations and Internal Security Branch, AMC-700  
Federal Aviation Administration  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to Section (c) of this Clause. A copy of the transmittal letter

shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (b) of this Clause.

(e) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval. However, if this provision is added by modification to an existing contract, employees performing in the positions listed above may continue work on the contract pending the submittal of necessary forms, if any, and completion of a suitability investigation by the SSE, subject to the following conditions:

"None"

(f) The Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the COTR on or before the fifth day following each report period:

(1) A complete listing by full name in alphabetical order with the date of birth and social security number, of all contractor personnel who worked at an FAA facility anytime during the report month (date of birth and social security number shall be omitted from CO and COTR copies of report(s)). Also, include those employees on furlough or not working at a FAA facility who still hold the FAA facility's keys or badges.

(2) The list shall show the shift(s) worked by that person and FAA facility location of that person's work site (i.e., building, room, area, etc.).

(g) The Contractor shall notify the SSE within one (1) day after any employee identified pursuant to Section (b) of this Clause is terminated from employment.

(h) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including fingerprinting) deemed necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(i) Failure to submit information required by this clause within the time required is a material breach of the contract.

(j) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(k) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access as stated in paragraph (a).

(End of Clause)

### 3.13-8 Foreign Nationals as Contractor Employees (February 2000)

Mod #3

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

(End of Clause)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
1	Performance Work Statement	11-4-98	10
2	U.S. Department of Labor Wage Determination No. 94-2431 (Rev 10)	6-1-98	9

## 1. Background

The Civil Aeromedical Institute's Aeromedical Research Division (AAM-600) is responsible for research into issues having a direct effect on aviation safety. Some of these areas involve aviation pathology and toxicology, physiology and protection and survival. Much of this research results in reports and findings extremely valuable to various elements of the aviation industry. Frequently, their research assesses the adequacy of the design of aircraft and human engineering factors. The results of this research affect the design standards of cockpits, cabins, and other areas that may indicate a need for a change in safety design standards. The nature of the work to be accomplished under this contract is critical to aviation safety. The results of technical investigations and analysis can result in significant improvements in cabin safety for the air transportation industry. Additionally, the work will involve establishing and evaluating criteria for determining compliance with these standards, and for certification of aircraft safety requirements. The critical nature of this work dictates that only highly qualified technical personnel current with state-of-the-art technology be utilized.

### 1.1 Aeromedical Research Division

The Aeromedical Research Division evaluates human performance in aviation and air traffic controller environments, both simulated and actual, by applying multidisciplinary medical, physiological, and biochemical studies; conducts protection and survival research; initiates both in-house and contractual research related to improving performance; and participates in select onsite visits to investigate and analyze major problem areas.

## 2. Scope of Work

The contractor shall furnish all necessary facilities, materials, and personnel to perform the services and deliver the completed products required herein except as specified as government furnished property or services.

### 2.1 Personnel

2.1.1 Project Manager: The contractor shall provide a project manager who shall be the focal point responsible for delivery of products or services required, and coordination of the services specified. The name of the project manager shall be designated in writing. The project manager shall have full authority to act for the contractor on all matters relating to accomplishment of activities cited herein. The written designation of project manager shall also name at least one alternate with full authority to serve in the absence of the project manager.

2.1.2 Other Employees: The contractor shall furnish all employees, necessary to meet the requirements of individual task orders, including administrative support. Contract employees shall have the skills necessary to perform the work required. The contractor shall not hire any person whose employment would result in a conflict of interest or the appearance of a

conflict of interest as described in Department of Transportation (DOT) Orders 3750.3B, DOT Regulations on Employee Responsibilities and Conduct: and 3750.4, conduct and Discipline Handbook.

2.2 Normal Duty Hours: During normal duty hours the project manager or his designated representative shall be available within 2 hours of notification to meet at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Boulevard, Oklahoma City OK 73125, with Aeromedical Research Division personnel designated to discuss problem areas or requirements. After normal duty hours the manager or his representative shall be available within 3 hours of notification.

2.3 Work Day: The work day represents the core hours of Monday through Friday, 0700 hours to 1700 hours CDT, except Federal holidays, or any other days designated by Federal Statute, Executive Order, or Presidential proclamation as a non-work day. The core hours represent the variable arrival and departure times of FAA personnel; it is not intended to require contractor personnel to work more than the usual eight hour day unless specifically required by work order.

2.4 Employee Training: Contract employee training requirements relating to performance shall be the responsibility of the contractor. Any training of contract employees shall be accomplished prior to the contractor being reimbursed for the labor and at no cost to the FAA with the exception that the Aeronautical Center will provide any required FAA specific training at no cost to the contractor.

2.5 Right of Rejection: The FAA reserves the right to review and approve certified resumes of proposed performers prior to the contractor's final commitment for assignment to any activities under this contract. The contractor may obtain verbal approval from the CO of proposed performers under emergency circumstances only. Further, the FAA reserves the right to direct the contractor to remove any employee who is not performing in accordance with the contract or who the FAA finds unacceptable for other reasons.

## 2.6 Quality Control

2.6.1 Performance/Quality Control Plan: Concurrently with accomplishing the contract requirements, the contractor must utilize quality control to assure that the products/services provided meet the requirements of the task order. When required by individual task orders that require a deliverable other than labor hours the contractor shall identify in writing how this quality control will be accomplished. Required quality control plans shall include:

1. A discussion of the requirements and how the contractor plans to perform.
2. An outline of a system to monitor all services required.
3. The methods for identifying and preventing unsatisfactory quality of services before the level of performance becomes unacceptable.
4. On-site records of all quality control monitoring conducted by the contractor and necessary corrective action taken. This documentation shall be made available to the CO or COTR upon request.
5. A chart showing milestones leading to deliverable dates.

2.7 Quality Assurance: The FAA will evaluate the contractor's performance under this contract. All surveillance observations will be recorded by the FAA. When an observation indicates unsatisfactory performance, the FAA representative will require the contractor's representative initial the written report of the observation.

## 2.8 Documents

2.8.1 Documentation and Records: All documentation, including records, schedules, charts, drafts, diagrams, etc., developed or purchased by the contractor in the performance of this contract, becomes the property of the FAA. The contractor shall keep such items current and in a logical orderly manner. Such documentation and records shall be released to the FAA at the time of completion or termination of the contract or upon the request of the CO or COTR.

2.8.2 Security of Material: The contractor shall establish and maintain proper controls to ensure the security of all FAA material. Those materials considered by the FAA to contain controlled, proprietary, Freedom of Information, or Privacy Act information shall be maintained in the manner prescribed by regulation and FAA procedures.

## 3. Work Site

3.1 Graphical Location: Most activities under this contract will require interaction with government employees at Mike Monroney Aeronautical Center (MMAC), Oklahoma City, OK. Head Quarters FAA, Washington D.C., and the FAA Aircraft Certification Directorates and Offices. The contractor is required to have office facilities within 20 minutes driving time of the MMAC.

3.2 Travel: Travel to various locations worldwide may be authorized by the CO or COTR in performance of this contract. Travel will be on an as-required basis and the length of stay and number of persons required will be approved on a trip-by-trip basis. The FAA will reimburse actual travel costs provided that such costs are reasonable and necessary. The provisions of the federal Travel Regulations issued by the General Services Administration (GSA) will be used as a guideline for establishing allowable reimbursement costs. Written justification is required if actual costs exceed the travel rates established by GSA, i.e., when rates exceed the normal due to sporting events, seasonal periods, etc. NOTE: The contractor will limit such expenses to the extent of a prudent person traveling on personal business would limit his/her own travel costs. Expenses that are determined to be unnecessary or unreasonable will be borne by the contractor. Normal travel will require one employee for duration of 5 days including transportation time; however, circumstances may dictate deviations from the norm and will be addressed on a case-by-case basis.

## 4. Government-Furnished Property and Services

The FAA shall provide introductions to various FAA personnel at headquarters, region, or field level deemed necessary for contractor performance.

The FAA shall provide the contractor with access to Federal Telecommunication Systems (FTS) lines when the contractor is on a government location and requires it for official government business.

The FAA shall provide the contractor with limited printing and copying services via appropriate organizations at the MMAC.

The FAA shall provide the contractor access to any automated data systems required in the performance of this contract at no cost or on a reimbursable basis to the contractor.

The FAA shall provide the contractor proper office facilities and equipment when the contractor is required to work at sites other than Oklahoma City OK.

4.1 Documentation: The FAA will provide the contractor access to all government documentation required in the performance of this contract. The government will also provide commercial documentation peculiar to the performance of this contract. If the documents are not available the FAA will authorize the contractor to purchase the documents as a direct expense against this contract. In case all material purchased by the contractor becomes the property of the government. The FAA shall also provide all standard government forms required in the performance of this contract.

## 5. Contractor-Furnished Items and Services

The contractor shall furnish the following facilities, equipment, software, materials, and document processing when specifically requested by the FAA.

Facilities: Office space to support contract performance in the immediate vicinity of the FAA Mike Monroney Aeronautical Center.

Equipment: All routine office equipment required in performance of the contract.

Software: Microsoft Office software compatible with the version being used by the FAA to develop all deliverables and reports required by this contract.

Materials: All incidental equipment, supplies, and materials required for contractor performance.

Document Processing: The contractor will provide its own facilities and equipment required to process deliverable documentation, including word-processing, graphics, and desktop publishing software. If the government elects to change software other than normal revisions to existing software during the course of this contract the government shall furnish the contractor with copies for their use.

### 5.1 Services Required

The contractor shall furnish and/or make available all engineering, analytical, technical, and support labor; management; services; supplies; equipment and materials; data and facilities, and shall perform all work and services.

The efforts called for under this contract shall be conducted on a specific work assignment basis, pursuant to individual work orders. All such efforts are to be performed with the estimated cost and degree of labor utilization for each work assignment being set forth within the individual task order and/or any modification(s).

The contractor shall have the ability to accommodate unanticipated or unscheduled needs for conferences, work assignment, and planning sessions with the COTR. Such needs may be expected to arise once a month and the contractor must be able to meet with the COTR on-site with advance notice of 2 to 3 hours.

Delivery times will normally be established by the work order. However, quick reaction times of less than one week are expected periodically. This will require the contractor to possess capabilities to staff and to provide ongoing support sufficient to meet fluctuations in workload requirements and to meet quick response assignments. To assure quality products and in-depth analysis within the time constraints required, the contractor is expected to employ a multidisciplinary team approach to executing complex task assignments.

Contract requirements established by defined work orders will address programs, projects and documentation from any area of the Aeromedical Research Division.

The contractor shall conduct special studies and prepare technical reports which include the reduction and analysis of large volumes of data captured as a result of special inspections, evaluations, assessments, standards testing, and programs associated with Aeromedical Research Division functions and assignments.

The contractor shall provide technical support for publication functions. Activities will include: data research and accumulation; developing or revising documentation; editing; formatting according to governing directives; inputting into an electronic media; furnishing graphics; drawing or any form of illustration required; providing drafts of proof deliverables to the FAA; making corrections; and furnishing final deliverables.

## 5.2 Deliverables

Upon acceptance of delivery order, the contractor shall submit written status reports on the 10<sup>th</sup> of each month to the CO and COTR. The status reports shall include a description of overall progress made in the previous month, (quantitative description where applicable); an indication of any problems which may impede performance along with proposed corrective action; the amount of resources applied to each activity both current and cumulative; and a discussion of the work to be performed during the next monthly reporting period.

The contractor shall keep the FAA informed of all problems that impact or potentially impact performance. For each problem encountered, a problem notification report containing proposed resolutions shall be submitted to the CO or COTR within 5 working days of problem identification.

The contractor shall furnish all deliverables as specified and agreed upon in the work order.

Deliverables shall be furnished to the COTR in draft form for review and acceptance prior to finalization in accordance with the schedule established. The FAA shall have 20 working days, unless otherwise agreed upon in the established schedule to review and comment on the draft.

The contractor shall have 30 working days to finalize the FAA approved draft deliverable unless otherwise agreed upon in the schedule established by the work order. Final deliverables shall be provided as follows;  
Original document suitable as camera ready copy for printing.  
Three document hard copies.  
One magnetic media copy compatible with FAA designated hardware and software.

#### 6. Applicable Studies, Regulations, Forms and Manuals

Because the number and volume of documents potentially associated with this contract, access to or copies of documentation required for performance will be made available to the contractor as the need arises. Documentation received by the FAA during the term of the contract shall be made available as applicable.

## Job Descriptions

Certification Engineer (Cabin Safety) Serves as the technical specialist for broad and complex specialty fields associated with cabin safety. Assignments concern areas of design, production, and performance in areas of cabin safety. Requires 5 years experience working in industry and /or government in the area of aircraft certification. A BS degree in engineering with the appropriate experience for the assigned task is required. Requires and in-depth knowledge of the FAA's operational program activities.

Senior Physiologist (Aeromedical Specialist) Is a recognized authority in human factors and aviation medicine research and development including expertise in: research design, data collection, data analyses, presentation techniques, technical writing, and publication of scientific articles. Must possess a Ph.D. degree in physiology or closely allied field. Must have a minimum of 20 years of appropriate experience in the field of Aeromedical Research. Having a specialty in high altitude physiology is a plus. Must have a sound working knowledge of the infrastructure of the Civil Aeromedical Institute, the Office of Aviation Medicine, and the Federal Aviation Administration including organization, program development, personnel administration and procurement procedures.

Water Survival Training Specialist: Is a recognized authority in organizing, evaluating, developing, and implementing a variety of water safety and survival programs. Must have demonstrated the ability to extract information from government agencies and private industry concerning water safety and survival training. Must be capable of preparing written reports of the analyses of the collected data. Has a reasonable knowledge of the mechanisms involved with hypothermia.

Mathematical Technician: Responsible for the compilation of data and preparation of draft material and final form technical documents. Must be familiar with technical terminology associated with the documentation initiated and the use of electronic media. Must be capable of typing technical narratives and analyzing statistical data. Using software and computers the Mathematics Technician (MT) shall perform the needed data preparation and analysis. The MT shall supply the staff member with audiovisual material needed for scientific presentations, and develop program briefings concerning the evacuation experiments being analyzed. Typical activities for the MT include, but are not limited to:

1. Collection of data from experiments conducted, including the scoring of psychological profile questionnaires and review of data collection from motion picture and video recordings of experiments.
2. Assembling data into an electronic form needed to perform computerized analysis of the data.
3. Performing statistical analyses specified by the P&S staff member responsible for a project. The statistical analysis will use the SPSS (Statistical Program for the Social Sciences) program running on a computer supplied by the government. The MT will perform the indicated analyses,

and report intermediate results to the staff member responsible for the project.

4. Create visual material (such as graphs, tables, overhead slides, and figures) for scientific reports and program briefing materials concerning the evacuation experiments.

Aircraft Mechanic: Aircraft mechanic is required to fabricate and modify experimental equipment in preparation for research studies. This work may include removal of components and equipment in existing simulators and the fabrication, modification, and installation of new equipment, components, and scientific equipment used in experimental research. The aircraft mechanic is also responsible for removing and installing aircraft equipment, parts, and systems from large transport category aircraft that may be needed to conduct future research studies.

Although the lead aircraft mechanic need not be a certificated FAA mechanic with an airframe and power plant rating, all work will be performed using aviation maintenance techniques, tools and equipment. The aircraft mechanic will also direct and coordinate the work of other support aircraft technician helpers.

Aircraft Mechanic Helper: The aircraft mechanic helper is responsible for assisting the aircraft mechanic in the installation of new equipment, components, and scientific equipment used in experimental research. The aircraft mechanic helper is also responsible for assisting in the removal and installation of aircraft equipment, parts, and systems from large transport category aircraft that may be needed to conduct future research studies. Although the aircraft mechanic helper is not required to have an airframe and power plant rating the mechanic helper is expected to have relevant experience working on large transport aircraft.

Computer Programmer Level II: This task will be accomplished in the Aeromedical Research Division. Programming will be required in Microsoft Access, Visual Basic, and Oracle.

The Office of Aviation Medicine conducts research on (1) in-flight medical incapacitations and impairments, (2) in-flight medical emergencies, (3) fatal aircraft accidents, (4) special issuance pilot mishaps, (5) defibrillator utilization (Aviation Medical Assistance Act), and (6) dynamic impact tests. The process of collecting and assessing data requires database entry, retrieval and management skills. Programming will be required in Microsoft Access, Visual Basic, and Oracle. Tasks include developing Microsoft Access-based user-friendly data entry screens that include record-by-record data validation, report generating modules that create tabular statistical reports and narrative summaries. Establishing compatibility of newly integrated data fields and quality assurance queries to test the consistency of the data are also required.

Tasks also include being able to expeditiously input the information from a typical incapacitation or impairment, in-flight medical emergency, fatal aircraft accident, special issuance pilot mishap, defibrillator utilization, or dynamic impact test into a database. Required statistical output must include: totals, means, medians, standard deviations, and correlations using data management approaches that permit transferring the data into standard software for assessment of statistical significance. Narrative summary

modules should permit tabulation of all signs and symptoms associated with incapacitations and impairments, or in-flight medical emergencies. Injury patterns and causes associated with fatal aircraft accidents as well as pilot and accident parameters in special issuance pilot mishaps, defibrillator utilization, and g-force parameters and other test conditions involved in dynamic impact tests are also required. In addition, frequencies and other important background statistics (e.g., type of aircraft, location, significant medical facts, etc.) will also need to be tabulated.

Data Technician: Enters data related to medical and aircraft safety research into established data bases, and produces reports used by government research personnel in their presentations and programs. Such reports include audio-visual presentations including slides and graphs generated with computer programs such as Microsoft PowerPoint, or Microsoft Excel. Data is entered into computerized data bases developed in Oracle or Microsoft Access. The data technician is expected to understand all of the data elements necessary for a data record, and to collect this information from other research personnel for entry. The Data Technician is not expected to understand the content of the data, nor to recognize inconsistencies in the data unless this data quality control has been explicitly detailed by the COTR.

Healthcare Professional: The Office of Aviation Medicine sponsors research addressing (1) in-flight medical incapacitation and impairments, (2) in-flight medical emergencies, (3) fatal aircraft accidents, (4) special issuance pilot mishaps, (5) defibrillator utilization (Aviation Medical Assistance Act), and (6) in-flight medical events. Congress has mandated #5 under the Aviation Medicine Assistance Act of 1998. The Aircraft Accident Research Team maintains databases related to each of these categories. This position requires postgraduate medical training, such as completion of a physician's assistant or nurse practitioner program. The healthcare professional will work closely with Aircraft Accident Research Team physicians and related personnel to review and code medical data for entry into the related AART databases. Primary focus will be on the defibrillator utilization and autopsy databases. Data review consists of an analysis of information obtained related to the relevant database, with a subsequent coding for entry into the database. The healthcare professional may also assist physicians with analysis and review of the data in preparation for presentations and reports.

Research Data Specialist: The Research Data Specialist is responsible for collecting and entering medical and aviation safety data into computerized data bases. Produces reports and other supporting documentation for reports and presentations on the associated research programs. The Research Data Specialist is expected to be familiar with the data entered, understand inconsistencies and ambiguities in the data, and bring these to the attention of the COTR. The Research Data Specialist participates in the design and modification of data bases used to the extent of defining data elements, interrelationships, and overall structure. The Research Data Specialist is not expected to be involved in programming or other software development associated with these data bases. Under the direction of the COTR (or other designated government research personnel), the Research Data Specialist is

expected to independently research cases and entries into these data bases in order to collect the information needed.

Data Analyst: The Data Analyst is responsible for independently collecting, entering and analyzing medical and aviation safety data in computerized data bases. Produces reports and other supporting documentation for reports and presentations on the associated research programs. The Data Analyst is expected to be familiar with the data entered, understand inconsistencies and ambiguities in the data, and independently resolve these data problems. The Data Analyst participates in the design and modification of data bases by defining data elements, inter relationships, and overall structure. The Data Analyst, while not expected to be involved in programming or other software development associated with these data bases, may make minor modifications to the software to establish needed analytical capabilities. Under the direction of the COTR (or other designated government research personnel), the Data Analyst is expected to independently research cases and entries into these data bases in order to collect the information needed, including identifying and utilizing data sources previously not available. May supervise other contractor personnel involved with the creation and maintenance of the data resources.

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2431  
Revision No.: 18  
Date of Last Revision: 06/31/2001

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

\*\* Fringe Benefits Required Follow the Occupational Listing \*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
<b>Administrative Support and Clerical Occupations</b>	
Accounting Clerk I	
Accounting Clerk II	9.26
Accounting Clerk III	10.19
Accounting Clerk IV	13.06
Court Reporter	17.46
Dispatcher, Motor Vehicle	14.17
Document Preparation Clerk	13.46
Duplicating Machine Operator	10.00
Film/Tape Librarian	10.00
General Clerk I	9.88
General Clerk II	8.70
General Clerk III	9.43
General Clerk IV	11.94
Housing Referral Assistant	17.20
Key Entry Operator I	16.69
Key Entry Operator II	8.81
Messenger (Courier)	9.99
Order Clerk I	9.49
Order Clerk II	9.30
Personnel Assistant (Employment) I	12.86
Personnel Assistant (Employment) II	10.54
Personnel Assistant (Employment) III	11.50
Personnel Assistant (Employment) IV	14.34
Production Control Clerk	16.63
Rental Clerk	15.50
Scheduler, Maintenance	10.35
Secretary I	11.55
Secretary II	11.55
Secretary III	14.40
Secretary IV	16.69
	18.76

Secretary V	19.86
Service Order Dispatcher	10.80
Stenographer I	10.12
Stenographer II	11.36
Supply Technician	18.76
Survey Worker (Interviewer)	12.32
Switchboard Operator-Receptionist	9.16
Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	9.10
Travel Clerk II	9.56
Travel Clerk III	10.01
Word Processor I	8.10
Word Processor II	9.70
Word Processor III	10.53
<b>Automatic Data Processing Occupations</b>	
Computer Data Librarian	8.07
Computer Operator I	9.52
Computer Operator II	11.72
Computer Operator III	15.71
Computer Operator IV	17.00
Computer Operator V	18.84
Computer Programmer I (1)	18.12
Computer Programmer II (1)	20.79
Computer Programmer III (1)	25.71
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	21.80
Computer Systems Analyst II (1)	24.40
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.67
<b>Automotive Service Occupations</b>	
Automotive Body Repairer, Fiberglass	15.64
Automotive Glass Installer	14.08
Automotive Worker	14.08
Electrician, Automotive	14.86
Mobile Equipment Servicer	12.54
Motor Equipment Metal Mechanic	15.64
Motor Equipment Metal Worker	14.08
Motor Vehicle Mechanic	15.64
Motor Vehicle Mechanic Helper	11.75
Motor Vehicle Upholstery Worker	13.31
Motor Vehicle Wrecker	14.08
Painter, Automotive	14.86
Radiator Repair Specialist	14.08
Tire Repairer	12.12
Transmission Repair Specialist	15.64

**Food Preparation and Service Occupations**

Baker	9.04
Cook I	7.51
Cook II	9.04
Dishwasher	6.60
Food Service Worker	6.50
Meat Cutter	11.21
Waiter/Waitress	6.75

**Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	14.86
Furniture Handler	10.36
Furniture Refinisher	14.86
Furniture Refinisher Helper	11.75
Furniture Repairer, Minor	13.31
Upholsterer	14.86

**General Services and Support Occupations**

Cleaner, Vehicles	7.33
Elevator Operator	7.98
Gardener	10.30
House Keeping Aid I	6.61
House Keeping Aid II	8.22
Janitor	8.22
Laborer, Grounds Maintenance	8.66
Maid or Houseman	6.61
Pest Controller	11.28
Refuse Collector	7.32
Tractor Operator	9.66
Window Cleaner	8.71

**Health Occupations**

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
Licensed Practical Nurse I	9.24
Licensed Practical Nurse II	10.38
Licensed Practical Nurse III	11.62
Medical Assistant	9.93
Medical Laboratory Technician	10.88
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	10.38
Registered Nurse I	16.11

Registered Nurse II	
Registered Nurse II, Specialist	19.71
Registered Nurse III	19.71
Registered Nurse III, Anesthetist	23.84
Registered Nurse IV	23.84
	28.58
<b>Information and Arts Occupations</b>	
Audiovisual Librarian	
Exhibits Specialist I	16.49
Exhibits Specialist II	17.00
Exhibits Specialist III	18.79
Illustrator I	23.46
Illustrator II	17.00
Illustrator III	18.79
Librarian	23.46
Library Technician	16.48
Photographer I	11.07
Photographer II	10.96
Photographer III	13.53
Photographer IV	16.34
Photographer V	20.40
	23.41
<b>Laundry, Dry Cleaning, Pressing and Related Occupations</b>	
Assembler	
Counter Attendant	7.03
Dry Cleaner	7.03
Finisher, Flatwork, Machine	8.59
Presser, Hand	7.03
Presser, Machine, Drycleaning	7.03
Presser, Machine, Shirts	7.03
Presser, Machine, Wearing Apparel, Laundry	7.03
Sewing Machine Operator	7.03
Tailor	9.22
Washer, Machine	9.84
	7.69
<b>Machine Tool Operation and Repair Occupations</b>	
Machine-Tool Operator (Toolroom)	
Tool and Die Maker	14.86
	20.20
<b>Material Handling and Packing Occupations</b>	
Forklift Operator	
Fuel Distribution System Operator	11.53
Material Coordinator	14.02
Material Expediter	14.54
Material Handling Laborer	14.54
Order Filler	10.95
Production Line Worker (Food Processing)	11.74
Shipping Packer	11.46
Shipping/Receiving Clerk	11.78
	11.78

Stock Clerk (Shelf Stocker; Store Worker II)	12.62
Store Worker I	10.44
Tools and Parts Attendant	11.53
Warehouse Specialist	11.53
<b>Mechanics and Maintenance and Repair Occupations</b>	
Aircraft Mechanic	15.64
Aircraft Mechanic Helper	11.75
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	13.31
Aircraft Worker	14.08
Appliance Mechanic	14.86
Bicycle Repairer	12.12
Cable Splicer	17.99
Carpenter, Maintenance	14.95
Carpet Layer	14.08
Electrician, Maintenance	16.40
Electronics Technician, Maintenance I	13.01
Electronics Technician, Maintenance II	19.57
Electronics Technician, Maintenance III	21.95
Fabric Worker	13.31
Fire Alarm System Mechanic	15.64
Fire Extinguisher Repairer	12.54
Fuel Distribution System Mechanic	15.64
General Maintenance Worker	14.08
Heating, Refrigeration and Air Conditioning Mechanic	15.64
Heavy Equipment Mechanic	15.64
Heavy Equipment Operator	16.82
Instrument Mechanic	17.02
Laborer	9.04
Locksmith	14.86
Machinery Maintenance Mechanic	16.70
Machinist, Maintenance	15.64
Maintenance Trades Helper	11.75
Millwright	16.24
Office Appliance Repairer	14.86
Painter, Aircraft	14.86
Painter, Maintenance	14.86
Pipefitter, Maintenance	16.36
Plumber, Maintenance	15.73
Pneumatic Systems Mechanic	15.64
Rigger	15.64
Scale Mechanic	14.08
Sheet-Metal Worker, Maintenance	15.64
Small Engine Mechanic	14.08
Telecommunication Mechanic I	19.01
Telecommunication Mechanic II	19.93
Telephone Lineman	19.01
Welder, Combination, Maintenance	15.64

Well Driller	
Woodcraft Worker	15.64
Woodworker	15.64
	12.54
<b>Miscellaneous Occupations</b>	
Animal Caretaker	8.37
Carnival Equipment Operator	8.65
Carnival Equipment Repairer	9.23
Carnival Worker	6.72
Cashier	6.86
Desk Clerk	8.41
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
Recreation Specialist	11.65
Recycling Worker	8.64
Sales Clerk	9.00
School Crossing Guard (Crosswalk Attendant)	6.37
Sport Official	9.02
Survey Party Chief (Chief of Party)	16.23
Surveying Aide	9.12
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.08
Swimming Pool Operator	10.40
Vending Machine Attendant	8.64
Vending Machine Repairer	10.40
Vending Machine Repairer Helper	8.40
<b>Personal Needs Occupations</b>	
Child Care Attendant	8.41
Child Care Center Clerk	12.06
Chore Aid	6.38
Homemaker	14.22
<b>Plant and System Operation Occupations</b>	
Boiler Tender	17.99
Sewage Plant Operator	14.86
Stationary Engineer	19.78
Ventilation Equipment Tender	11.75
Water Treatment Plant Operator	14.86
<b>Protective Service Occupations</b>	
Alarm Monitor	11.01
Corrections Officer	16.07
Court Security Officer	16.07
Detention Officer	16.07
Firefighter	15.23
Guard I	8.32

Guard II	
Police Officer	12.21
Stevedoring/Longshoremen Occupations	16.91
Blocker and Bracer	
Hatch Tender	15.79
Line Handler	13.73
Stevedore I	13.73
Stevedore II	14.94
	16.67
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	13.73
Archeological Technician II	15.36
Archeological Technician III	19.02
Cartographic Technician	19.12
Civil Engineering Technician	18.18
Computer Based Training (CBT) Specialist/ Instructor	25.02
Drafter I	12.17
Drafter II	14.05
Drafter III	18.53
Drafter IV	21.63
Engineering Technician I	14.37
Engineering Technician II	18.00
Engineering Technician III	19.78
Engineering Technician IV	25.62
Engineering Technician V	29.57
Engineering Technician VI	33.93
Environmental Technician	17.03
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.92
Instructor	19.76
Laboratory Technician	12.23
Mathematical Technician	18.80
Paralegal/Legal Assistant I	12.51
Paralegal/Legal Assistant II	16.30
Paralegal/Legal Assistant III	19.94
Paralegal/Legal Assistant IV	24.13
Photodupics Technician	19.64
Technical Writer	20.46
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	15.90
Weather Observer, Senior (3)	18.30

Weather Observer, Upper Air (3)	15.90
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	
Parking and Lot Attendant	11.40
Shuttle Bus Driver	8.00
Taxi Driver	10.09
Truckdriver, Heavy Truck	9.49
Truckdriver, Light Truck	14.00
Truckdriver, Medium Truck	10.09
Truckdriver, Tractor-Trailer	11.40
	14.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, 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 ordnance, (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 ordnance, 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 ordnance;

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 \*\***

**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.