

# ORIGINAL

### AWARD/CONTRACT

PAGE OF PAGES  
1 121. CONTRACT (Proc. Inst. Ident.) NO.  
DTFAAC-04-D-001212. EFFECTIVE DATE  
08/16/2004

3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

4. ISSUED BY

CODE

AMQ0310-ARC

5. ADMINISTERED BY (If other than Item 4)

CODE

AMQ340-ARC

AMQ-310 CONTRACTING TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 380  
OKLAHOMA CITY OK 73125AMP-340 CONTRACT MANAGEMENT TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 369  
OKLAHOMA CITY OK 73125

5. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

CHEROKEE NATION DISTRIBUTORS INC  
HWY 51 WEST  
PO BOX 1130  
STILWELL OK 74960

7. DELIVERY

 FOB ORIGIN OTHER (See below)

8. DISCOUNT FOR PROMPT PAYMENT

9. SUBMIT INVOICES  
14 copies unless otherwise specified  
TO THE ADDRESS SHOW IN:

ITEM

G.2

CODE

FACILITY CODE

10. SHIP TO/MARK FOR

CODE

A6973E3M

11. PAYMENT WILL BE MADE BY

CODE

AAC

A6973E3M

6973E3 FAA AERO CENTER, AAM-600  
AEROMED RESEARCH DIV, RM-270 CAMI  
PO BOX 25082  
OKLAHOMA CITY OK 731250082FAR AAC  
DOT/FAA AMZ-100  
PO BOX 25710  
OKLAHOMA CITY OK 73125

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

13. ACCOUNTING AND APPROPRIATION DATA

See Schedule

14A. ITEM	14B. SUPPLIES/SERVICES	14C. QTY	14D. UNIT	14E. UNIT PRICE	14F. AMOUNT
Continued...					

14G. TOTAL AMOUNT OF CONTRACT \$0.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 16 OR 17 AS APPLICABLE

16.  CONTRACTORS 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 provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

17.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DTFAAC-04-R-00022

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 Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

18A. NAME AND TITLE OF SIGNER (Type or print)

19A. NAME OF CONTRACTING OFFICER

Sandra M. Fink

18B. NAME OF CONTRACTOR

18C. DATE SIGNED

19B. CONTRACT AUTHORITY

19C. DATE SIGNED

BY \_\_\_\_\_  
(Signature of person authorized to sign)
  
(Signature of the Contracting Officer)

08/12/2004

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated Base Year: \$664,513.00 Accepted as to items 001 - 018  AAM-630-4-0062 David Palmerton, x45500 DISTR: T Delivery: 08/16/2008 Mark For: (EDIT-MARK-FOR-HERE)  FOB: Destination Period of Performance: 08/16/2004 to 08/15/2009  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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
001	Aircraft Mechanic Estimated 100 hours @ \$31.33 per hr				
002	Engineering Tech Estimated 2080 hours W \$27.32 per hr				
003	Biological Science Lab Technician Estimated 1000 hours @ \$20.92 per hr				
004	Biological Science Lab Technologist Estimated 4160 hours W \$34.21 per hr				
005	BioStatistician Estimated 400 hours @ \$50.22 per hr				
006	Computer Programmer Level II Estimated 500 hours @ \$41.78 per hr				
007	Data Analyst Estimated 4160 hours @ \$39.82 per hr				
008	Data Technician Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 500 hours @ \$16.40 per hr				
009	Health Care Professional Estimated 1 hour @ \$45.13 per hr				
010	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$61.79 per hr				
011	Mathematical Tech Estimated 400 hours @ \$41.64 per hr				
012	Research Chemist Estimated 1000 hours @ \$50.77 per hr				
013	Senior Physiologist Estimated 500 hours @ \$69.35 per hr				
014	Water Survival Training Specialist Estimated 1 hour @ \$47.79 per hr				
015	Lifeguard Estimated 40 hours @ \$17.94 per hr				
016	Base Year - Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
017	Base Year - Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
018	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B.2 Option Year I - 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule. OPTION YEAR I ESTIMATED: \$668,465.00				
019	Aircraft Mechanic Estimated 100 hours @ \$32.52 per hr Amount: \$3,252.00 (Option Line Item)				
020	Engineering Tech Estimated 2080 hours @ \$28.36 per hr Amount: \$58,988.80 (Option Line Item)				
021	Biological Science Lab Technician Estimated 500 hours @ \$21.71 per hr Amount: \$10,855.00 (Option Line Item)				
022	Biological Science Lab Technologist Estimated 4160 hours @ \$35.51 per hr Amount: \$147,721.60 (Option Line Item)				
023	BioStatistician Estimated 1 hour @ \$52.13 per hr Amount: \$52.13 (Option Line Item)				
024	Computer Programmer Level II Estimated 1000 hours @ \$43.37 per hr Amount: \$43,370.00 (Option Line Item)				
025	Data Analyst Estimated 4160 hours @ \$41.33 per hr Amount: \$171,932.80 (Option Line Item)				
026	Data Technician Estimated 500 hours @ \$17.02 per hr Amount: \$8,510.00 (Option Line Item)				
	Continued ..				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
027	Health Care Professional Estimated 500 hours @ \$46.84 per hr Amount: \$23,420.00 (Option Line Item)				
028	Industrial Hygienist Environmental Health Specialist Estimated 2000 hours @ \$64.14 per hr Amount: \$128,280.00 (Option Line Item)				
029	Mathematical Technician Estimated 200 hours @ \$43.22 per hr Amount: \$8,644.00 (Option Line Item)				
030	Research Chemist Estimated 1000 hours @ \$52.70 per hr Amount: \$52,700.00 (Option Line Item)				
031	Senior Physiologist Estimated 1 hour @ \$71.99 per hr Amount: \$71.99 (Option Line Item)				
032	Water Survival Training Specialist Estimated 200 hours @ \$49.61 per hr Amount: \$9,922.00 (Option Line Item)				
033	Lifeguard Estimated 40 hours @ \$18.62 per hr Amount: \$744.80 (Option Line Item)				
034	Option Year I Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00 Amount: \$0.00 (Option Line Item)				
035	Option Year I Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item)				
036	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 Amount: \$0.00 (Option Line Item)				
	B.1 Option Year II - 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule. OPTION YEAR II ESTIMATED: \$540,938.00				
037	Aircraft Mechanic Estimated 100 hours @ \$33.76 per hr Amount: \$3,376.00 (Option Line Item)				
038	Engineering Tech Estimated 2080 hours @ \$29.44 per hr Amount: \$61,235.20 (Option Line Item)				
039	Biological Science Lab Technician Estimated 1000 hours @ \$22.53 per hr Amount: \$22,530.00 (Option Line Item)				
040	Biological Science Lab Technologist Estimated 800 hours @ \$36.86 per hr Amount: \$29,488.00 (Option Line Item)				
041	BioStatistician Estimated 200 hours @ \$54.11 per hr Amount: \$10,822.00 (Option Line Item)				
042	Computer Programmer Level II Estimated 1 hour @ \$45.02 per hr Amount: \$45.02 (Option Line Item)				
043	Data Analyst Estimated 4160 hours @ \$42.90 per hr Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$178,464.00 (Option Line Item)				
044	Data Technician Estimated 500 hours @ \$17.67 per hr Amount: \$8,835.00 (Option Line Item)				
045	Health Care Professional Estimated 1 hour @ \$48.62 per hr Amount: \$48.62 (Option Line Item)				
046	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$66.58 per hr Amount: \$133,160.00 (Option Line Item)				
047	Mathematical Tech Estimated 1 hour @ \$44.86 per hr Amount: \$44.86 (Option Line Item)				
048	Research Chemist Estimated 1000 hours @ \$54.70 per hr Amount: \$54,700.00 (Option Line Item)				
049	Senior Physiologist Estimated 500 hours @ \$74.73 per hr Amount: \$37,365.00 (Option Line Item)				
050	Water Survival Training Specialist Estimated 1 hour @ \$51.50 per hr Amount: \$51.50 (Option Line Item)				
051	Lifeguard Estimated 40 hours @ \$19.33 per hr Amount: \$773.20 (Option Line Item)				
052	Option Year II - Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00 Amount: \$0.00 (Option Line Item) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
053	Option Year II - Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00 Amount: \$0.00 (Option Line Item)				
054	Option Year II - Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 Amount: \$0.00 (Option Line Item)				
	B.1 Option Year III - 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule. OPTION YEAR III ESTIMATED: \$652,166.00				
055	Aircraft Mechanic Estimated 1 hour @ \$35.04 per hr Amount: \$35.04 (Option Line Item)				
056	Engineering Tech Estimated 2080 hours @ \$30.56 per hr Amount: \$63,564.80 (Option Line Item)				
057	Biological Science Lab Technician Estimated 500 hours @ \$23.39 per hr Amount: \$11,695.00 (Option Line Item)				
058	Biological Science Lab Technologist Estimated 4160 hours @ \$38.26 per hr Amount: \$159,161.60 (Option Line Item)				
059	BioStatistician Estimated 100 hours @ \$56.17 per hr Amount: \$5,617.00 (Option Line Item)				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
060	Computer Programmer Level II Estimated 1 hour @ \$46.73 per hr Amount: \$46.73 (Option Line Item)				
061	Data Analyst Estimated 4160 hours @ \$44.53 per hr Amount: \$185,244.80 (Option Line Item)				
062	Data Technician Estimated 500 hours @ \$18.34 per hr Amount: \$9,170.00 (Option Line Item)				
063	Health Care Professional Estimated 1 hour @ \$50.47 per hr Amount: \$50.47 (Option Line Item)				
064	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$69.11 per hr Amount: \$138,220.00 (Option Line Item)				
065	Mathematical Tech Estimated 300 hours @ \$46.56 per hr Amount: \$13,968.00 (Option Line Item)				
066	Research Chemist Estimated 1000 hours @ \$56.78 per hr Amount: \$56,780.00 (Option Line Item)				
067	Senior Physiologist Estimated 100 hours @ \$77.57 per hr Amount: \$7,757.00 (Option Line Item)				
068	Water Survival Training Specialist Estimated 1 hour @ \$53.46 per hr Amount: \$53.46 (Option Line Item)				
069	Lifeguard Estimated 40 hours @ \$20.06 per hr Amount: \$802.40 (Option Line Item) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
070	Option Year III - Hosting Conference in accordance with statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00 Amount: \$0.00 (Option Line Item)				
071	Option Year III . Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00 Amount: \$0.00 (Option Line Item)				
072	Option Year III - Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 Amount: \$0.00 (Option Line Item)				
	<p>B.1 Option Year IV . 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.</p> <p>OPTION YEAR IV ESTIMATED: \$775,124.00</p>				
073	Aircraft Mechanic Estimated 1 hour @ \$36.37 per hr Amount: \$36.37 (Option Line Item)				
074	Engineering Tech Estimated 2080 hours @ \$31.72 per hr Amount: \$65,977.60 (Option Line Item)				
075	Biological Science Lab Technician Estimated 500 hours @ \$24.28 per hr Amount: \$12,140.00 (Option Line Item)				
076	Biological Science Lab Technologist Estimated 4160 hours Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	@ \$39.71 per hr Amount: \$165,193.60 (Option Line Item)				
077	BioStatistician Estimated 200 hours @ \$58.30 per hr Amount: \$11,660.00 (Option Line Item)				
078	Computer Programmer Level II Estimated 1000 hours @ \$48.51 per hr Amount: \$48,510.00 (Option Line Item)				
079	Data Analyst Estimated 4160 hours @ \$46.22 per hr Amount: \$192,275.20 (Option Line Item)				
080	Data Technician Estimated 500 hours @ \$19.04 per hr Amount: \$9,520.00 (Option Line Item)				
081	Health Care Professional Estimated 500 hours @ \$52.39 per hr Amount: \$26,195.00 (Option Line Item) Accounting Info:				
082	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$71.74 per hr Amount: \$143,480.00 (Option Line Item)				
083	Mathematical Tech Estimated 1 hour @ \$48.33 per hr Amount: \$48.33 (Option Line Item)				
084	Research Chemist Estimated 1000 hours @ \$58.94 per hr Amount: \$58,940.00 (option Line Item)				
085	Senior Physiologist Estimated 500 hours @ \$80.52 per hr Amount: \$40,260.00 (Option Line Item)  Continued ..				

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NAME OF OFFEROR OR CONTRACTOR  
CHEROKEE NATION DISTRIBUTORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
086	Water Survival Training Specialist Estimated 1 hour @ \$55.49 per hr Amount: \$55.49 (Option Line Item)				
087	Lifeguard Estimated 40 hours @ \$20.82 per hr Amount: \$832.80 (option Line Item)				
088	Option Year IV - Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00 Amount: \$0.00 (Option Line Item)				
089	Option Year IV - Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00 Amount: \$0.00 (Option Line Item)				
090	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 Amount: \$0.00 (Option Line Item)				
Total amount of award: \$3,301,207.13.					

1. CONTRACT NO. 2. SOLICITATION NUMBER  
DTFAAC-04-R-00022 3. SOLICITATION TYPE  
 SEALED BID (IFB)  
 NEGOTIATED BID (RFP) 4. DATE ISSUED  
06/23/1004 5. REQUISITION/PURCHASE NUMBER  
AC-04-00497

6. ADMINISTERED BY CODE AMQ0310-ARC 7. ADDRESS OFFER TO (If other than Item 6)  
FAA, BID & PROPOSAL OFFICER (AMP-1801)  
ROOM 321, MULTI-PURPOSE BUILDING  
6500 SOUTH MacARTHUR BOULEVARD  
OKLAHOMA CITY, OK 73169  
AMP-310 CONTRACTING TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 380  
OKLAHOMA CITY OK 73125

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

**SOLICITATION**

8. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in \_\_\_\_\_ until 1530 CT local time 07/21/2004  
(Hour) (Date)

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

9. FOR INFORMATION CALL A. NAME  
Sandra M Fink B. TELEPHONE (NO COLLECT CALLS)  
AREA CODE NUMBER EXT.  
405 954-8860 C. E-MAIL ADDRESS  
Sandra.M.Fink@faa.gov

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	11	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	32
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	11	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	33
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	11	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	38
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	12	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	42
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13				

OFFER (Must be fully completed by offeror)

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.  
In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT  10 CALENDAR DAYS (%)  20 CALENDAR DAYS (%)  30 CALENDAR DAYS (%)  CALENDAR DAYS (%)

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0001	7/12/04		

14A. NAME AND ADDRESS OF OFFEROR CODE OHLG5 FACILITY \_\_\_\_\_ 15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  
Ronald D. Miles  
Director, Medical Operations  
Cherokee Nation Distributors, Inc.  
One Cherokee Circle  
Stilwell, OK. 74960

14B. TELEPHONE NUMBER 14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.  16. SIGNATURE  17. OFFER DATE  
7/23/04  
AREA CODE NUMBER EXT. 918 696-3151

**AWARD (To be completed by CONTRACT AUTHORITY)**

18. ACCEPTED AS TO ITEMS NUMBERED 19. AMOUNT \_\_\_\_\_ 20. ACCOUNTING AND APPROPRIATION \_\_\_\_\_

21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: \_\_\_\_\_ 22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  ITEM \_\_\_\_\_

23. ADMINISTERED BY (If other than Item 6) CODE \_\_\_\_\_ 24. PAYMENT WILL BE MADE BY \_\_\_\_\_ CODE \_\_\_\_\_

25. NAME OF CONTRACTING OFFICER (Type or print) \_\_\_\_\_ 26. CONTRACT AUTHORITY \_\_\_\_\_ 27. AWARD DATE \_\_\_\_\_  
(Signature of Contracting Officer)

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	
	<p><b>AAM-630-4-0062</b>                      David Palmerton, x45500                      Delivery: 06/15/2004                      Mark For:                      (EDIT_MARK_FOR_HERE)</p> <p><b>FOB: Destination</b>                      Delivery Location Code: A6973E3M                      A6973E3M                      6973E3 PAP. AERO CENTER, AAM-600                      AEROMED RESEARCH DN, RM-270 CAMI                      PO BOX 25082                      OKLAHOMA CITY OK 731250082 US</p> <p>E.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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.</p>				
001	<p><b>Aircraft Mechanic</b>                      Estimated 100 hours                      @ \$ 31.33 per hr</p>	100	Hrs	\$31.33	\$3,133
002	<p><b>Engineering Tech</b>                      Estimated 2080 hours                      @ \$ 27.32 per hr</p>	2,080	Hrs	\$27.32	\$56,826
003	<p><b>Biological Science Lab Technician</b>                      Estimated 1000 hours                      @ \$ 20.92 per hr</p>	1,000	Hrs	\$20.92	\$20,920
004	<p><b>Biological Science Lab Technologist</b>                      Estimated 4160 hours                      @ \$ 34.21 per hr</p>	4,160	Hrs	\$34.21	\$142,314
005	<p><b>BioStatistician</b>                      Estimated 400 hours                      @ \$ 50.22 per hr</p>	400	Hrs	\$50.22	\$20,088
006	<p><b>Computer Programmer Level II</b>                      Estimated 500 hours                      @ \$ 41.78 per hr</p>	500	Hrs	\$41.78	\$20,890
007	<p><b>Data Analyst</b>                      Estimated 4160 hours                      @ \$39.82 per hr                      Continued ...</p>	4,160	Hrs	\$39.82	\$165,651

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	WOUNT (F)
008	Data Technician Estimated 500 hours @ \$ 16.40 per hr	500	Hrs	\$16.40	\$8,200
009	Health Care Professional Estimated 1 hour @ \$ 45.13 per hr	1	Hrs	\$45.13	\$45
010	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ 61.79 per hr	2,000	Hrs	\$61.79	\$123,580
011	Mathematical Tech Estimated 400 hours @ \$ 41.64 per hr	400	Hrs	\$41.64	\$16,656
012	Research Chemist Estimated 1000 hours @ \$ 50.77 per hr	1,000	Hrs	\$50.77	\$50,770
013	senior Physiologist Estimated 500 hours @ \$ 69.35 per hr	500	Hrs	\$69.35	\$34,675
014	Water Survival Training Specialist Estimated 1 hour @ \$ 47.79 per hr	1	Hrs	\$47.79	\$48
015	Lifeguard Estimated 40 hours @ \$ 17.94 per hr	40	Hrs	\$17.94	\$718
016	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
017	Independent Research in accordance with Statement of work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
018	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 continued ...				

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**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B.2 Option Year I - 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
019	Aircraft Mechanic Estimated 100 hours @ \$ 32.52 per hr.	100	Hrs	\$32.52	\$3,252
020	Engineering Tech Estimated 2080 hours @ \$ 28.36 per hr	2,080	Hrs	\$28.36	\$58,989
021	Biological Science Lab Technician Estimated 500 hours @ \$ 21.71 per hr	500	Hrs	\$21.71	\$10,855
022	Biological Science Lab Technologist Estimated 4160 hours @ \$ 35.51 per hr	4,160	Hrs	\$35.51	\$147,722
023	BioStatistician Estimated 1 hour @ \$ 52.13 per hr	1	Hrs	\$52.13	\$52
024	Computer Programmer Level II Estimated 1000 hours @ \$ 43.37 per hr	1,000	Hrs	\$43.37	\$43,370
025	Data Analyst Estimated 4160 hours @ \$ 41.33 per hr	4,160	Hrs	\$41.33	\$171,933
026	Data Technician Estimated 500 hours @ \$ 17.02 per hr	500	Hrs	\$17.02	\$8,510
027	Health Care Professional Estimated 500 hours @ \$ 46.84 per hr	500	Hrs	\$46.84	\$23,420
028	Industrial Hygienist Environmental Health Specialist Estimated 2000 hours @ \$ 64.14 per hr	2,000	Hr	\$64.14	\$128,280
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEMNO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
029	Mathematical Technician Estimated 200 hours @ \$ 43.22 per hr	200	Hrs	\$43.22	\$8,644
030	Research chemist Estimated 1000 hours @ \$ 52.70 per hr	1,000	Hrs	\$52.70	\$52,700
031	Senior Physiologist Estimated 1 hour @ \$ 71.99 per hr	1	Hrs	\$71.99	\$72
032	Water Survival Raining Specialist Estimated 200 hours @ \$ 49.61 per hr	200	Hrs	\$49.61	\$9,922
033	Lifeguard Estimated 40 hours @ \$ 18.62 per hr	40	Hrs	\$18.62	\$745
034	Hosting conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
035	Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
036	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00  B.1 Option Year II - 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
037	Aircraft Mechanic Estimated 100 hours @ \$ 33.76 per hr	100	Hrs	\$33.76	\$3,376
038	Engineering Tech Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEMNO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 2080 hours @ \$ 29.44 per hr	2,080	Hrs	\$29.44	\$61,235
039	Biological Science Lab Technician Estimated 1000 hours @ \$ 22.53 per hr	1,000	Hrs	\$22.53	\$22,530
040	Biological Science Lab Technologist Estimated 800 hours @ \$ 36.86 per hr	800	Hrs	\$36.86	\$29,488
041	BioStatistician Estimated 200 hours @ \$ 54.11 per hr	200	Hrs	\$54.11	\$10,822
042	Computer Programmer Level II Estimated 1 hour @ \$ 45.02 per hr	1	Hrs	\$45.02	\$45
043	Data Analyst Estimated 4160 hours @ \$ 42.90 per hr	4,160	Hrs	\$42.90	\$178,464
044	Data Technician Estimated 500 hours @ \$ 17.67 per hr	500	Hrs	\$17.67	\$8,835
045	Health Care Professional Estimated 1 hour @ \$ 48.62 per hr	1	Hrs	\$48.62	\$49
046	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ 66.58 per hr	2,000	Hrs	\$66.58	\$133,160
047	Mathematical Tech Estimated 1 hour @ \$ 44.86 per hr	1	Hrs	\$44.86	\$45
048	Research Chemist Estimated 1000 hours @ \$ 54.70 per hr	1,000	Hrs	\$54.70	\$54,700
049	Senior Physiologist Estimated 500 hours @ \$ 74.73 per hr	500	Hrs	\$74.73	\$37,365
050	Water Survival Training Specialist Estimated 1 hour Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	@ \$ 51.50 . per hr	1	Hrs	\$51.50	\$52
051	Lifeguard Estimated 40 hours				
	@ \$ 19.33 per hr	40	Hrs	\$19.33	\$773
052	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
053	Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
054	Travel reimbursable in accordance with provision W.7 Not-to-exceed \$2,300.00				
	B.1 option Year III - 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 and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
055	Aircraft Mechanic Estimated 1 hour				
	@ \$ 35.04 per hr	1	Hrs	\$35.04	\$35
056	Engineering Tech Estimated 2080 hours				
	@ \$ 30.56 per hr	2,080	Hrs	\$30.56	\$63,565
057	Biological Science Lab Technician Estimated 500 hours				
	@ \$ 23.39 per hr	500	Hrs	\$23.39	\$11,695
058	Biological Science Lab Technologist Estimated 4160 hours				
	@ \$ 38.26 per hr	4,160	Hrs	\$38.26	\$159,162
059	BioStatistician Estimated 100 hours				
	0556.17 per hr	100	Hrs	\$56.17	\$5,617
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
060	Computer Programmer Level II Estimated 1 hour @ \$ 46.73 per hr	1	Hrs	\$46.73	\$47
061	Data Analyst Estimated 4160 hours @ \$ 44.53 per hr	4,160	Hrs	\$44.53	\$185,245
062	Data Technician Estimated 500 hours @ \$ 18.34 per hr	500	Hrs	\$18.34	\$9,170
063	Health Care Professional Estimated 1 hour @ \$ 50.47 per hr	1	Hrs	\$50.47	\$50
064	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ 69.11 per hr	2,000	Hrs	\$69.11	\$138,220
065	Mathematical Tech Estimated 300 hours @ \$ 46.56 per hr	300	Hrs	\$46.56	\$13,968
066	Research Chemist Estimated 1000 hours @ \$ 56.78 per hr	1,000	Hrs	\$56.78	\$56,780
067	senior Physiologist Estimated 100 hours @ \$ 77.57 per hr	100	Hrs	\$77.57	\$7,757
068	Water Survival Training Specialist Estimated 1 hour @ \$ 53.46 per hr	1	Hrs	\$53.46	\$53
069	Lifeguard Estimated 40 hours @ \$ 20.06 per hr	40	Hrs	\$20.06	\$802
070	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
071	Independent Research in accordance with Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
072	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00				
	E.1 Option Year IV - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property services), including travel and subsistence, necessary to provide technical support, studies, evaluations, and analysis in accordance with the attached Performance Work Statement and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
073	Aircraft Mechanic Estimated 1 hour @ \$ 36.37 per hr	1	Hrs	\$36.37	\$36
074	Engineering Tech Estimated 2080 hours @ \$ 31.72 per hr	2,080	Hrs	\$31.72	\$65,978
075	Biological Science Lab Technician Estimated 500 hours @ \$ 24.28 per hr	500	Hrs	\$24.28	\$12,140
076	Biological Science Lab Technologist Estimated 6160 hours @ \$ 39.71 per hr	4,160	Hrs	\$39.71	\$165,194
077	BioStatistician Estimated 200 hours @ \$ 58.30 per hr	200	Hrs	\$58.30	\$11,660
078	Computer Programmer Level II Estimated 1000 hours @ \$48.51 per hr	1,000	Hrs	\$48.51	\$48,510
079	Data Analyst Estimated 4160 hours @ \$ 46.22 per hr	4,160	Hrs	\$46.22	\$192,275
080	Data Technician Estimated 500 hours @ \$ 19.04 per hr	500	Hrs	\$19.04	\$9,520
081	Health Care Professional Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 500 hours @ \$ 52.39 per hr	500	Hrs	\$52.39	\$26,195
082	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ 71.74 per hr	2,000	Hrs	\$71.74	\$143,480
083	Mathematical Tech Estimated 1 hour @ \$ 48.33 per hr	1	Hrs	\$48.33	\$48
084	Research Chemist Estimated 1000 hours @ \$ 58.94 per hr	1,000	Hrs	\$58.94	\$58,940
085	Senior Physiologist Estimated 500 hours \$ 80.52 per hr	500	Hrs	\$80.52	\$40,260
086	Water Survival Training Specialist Estimated 1 hour @ \$ 55.49 per hr	1	Hrs	\$55.49	\$55
087	Lifeguard Estimated 40 hours @ \$ 20.82 per hr	40	Hrs	\$20.82	\$833
088	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
089	Independent Research in accordance with statement of Work paragraph 2.3 cost Reimbursable Not-to-exceed \$250,000.00				
090	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00				
	Base Year Total				\$664,513
	Option Year I Total				\$668,465
	Option Year II Total				\$540,938
	Option Year III Total				\$652,166
	Option Year IV Total				\$775,124
				<b>TOTAL</b>	<b>\$3,301,206</b>

**PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**

See Attached Statement of Work.

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:

3.10.4-5 ~~Inspection--Time-and-Material~~ and Labor-Hour (April 1996)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (SEPTEMBER 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below 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 "Contract Writing/Clauses").

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 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.2 ACCELERATED DELIVERY (JAN 1997) CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

F.3 DELIVERY SCHEDULE

(a) The Government requires delivery of the reports under this contract within the time limits stated below beginning on the date of contractor's receipt of order providing funding and with the order to proceed on the task:

(b) It is assumed that Order(s) issued under this contract will be received by the contractor in at least 10 calendar days after issuance by the Government. Accordingly, the delivery time for delivery orders issued hereunder will be increased to reflect the assumed transmission time.

## F.4 CONTRACT PERIOD (JAN 1997)

The effective period of this contract is from August 16, 2004 - August 15, 2005 and four one-year options, if exercised.

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)  
 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

**G.2 INVOICING PROCEDURES - GENERAL (JULY 1997) CLA.0135**

- (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, as follows:

(1) The original to: FAA, Mike Monroney Aeronautical Center  
 Financial Operations Division (AMZ-100)  
 P.O. Box 25710

(1) One copy to: Oklahoma City, OK 73125-4913  
 FAA, Mike Monroney Aeronautical Center  
 Contract Management Team (AMQ-340)  
 P.O. Box 25082  
 Oklahoma City, OK 73125

(2) Two copies to: FAA, Mike Monroney Aeronautical Center  
 AEROMED Research Division (AAM-630)  
 PO Box 25082  
 Oklahoma City OK 73125-0082

- (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.

**G.3 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.4 WAIVER OF WITHHOLDING (SEP 2001) CLA.4546**

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

**NOTICE:** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**3.3.1-25** MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT - CENTRAL CONTRACTOR REGISTRATION (CCR) (JUNE 2001)

PART I - SECTION 4 - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001) **CLA.0069**

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.2 SAFETY AND HEALTH (JUN 2002) **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 3900.19B 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.

H.3 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of **Supplies/Services and Prices/Costs**, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated **composite/billing** rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be **shown** on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

Prospective contractors to complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer

H.4 FAA FACILITY REGULATIONS (JULY 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.5 **GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (NOV 2003)**

CLA.3403

(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 Technical Representative (COTR).

When contract personnel 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 workdays. 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, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line 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 and vehicle decals 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 COTR 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), COTR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

(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 Clause entitled Security - Unescorted Access Only.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 16811, signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled Security - Unescorted Access Only, 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 is responsible for each ID card issued for their personnel. The project manager can receive ID cards by signing the back of the DOT Form 1681 for all new applicants. ID cards may be issued to the **applicant** upon receipt of a completed DOT Form 1681 that has been approved by AMC-700 and signed by the project manager and the applicant on the back of the form. Each DOT Form 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 personnel. Final clearance will be accomplished by close of business the final workday 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 COTR, CO, and AMC-700 after completion.

H.6 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.7 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the **contract/order** and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are incurred and charged as a direct contract cost. All travel related expenses claimed for reimbursement shall be separately identified by individual, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items for reimbursement at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its **website**, <http://wwwZ.faa.gov/aba/html tp/index.html>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, **personnel/labor** disputes, for employee convenience, or for travel to and from the **normal** assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the **contract/order** price schedule or payment clause elsewhere in this contract.

H.8 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled'in), accurate (l the best of their knowledge) and timely [within the time frame specified in the Clause entitled Security - Unescorted Access] security forms with the required transmittal letter

the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://amg.mmac.faa.gov/security.asp> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

#### H.9 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

#### H.10 SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4554

##### (a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
Data Technician	1
Laboratory Technician	1
Engineering Technician	1
Life Guard	1

(d) 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, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) 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.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. 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.

(3) 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 described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:  
 Mgr., Investigations and Internal Security Branch, AMC-700  
 Federal Aviation Administration  
 6500 S. MacArthur Blvd.  
 Oklahoma City, OK 73169

(5) 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 this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) 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 (c) of this Clause.

(f) 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 authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and  
 (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the

Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably 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 (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) 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.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, 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. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

#### H.11 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.12 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

1.1 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.

1.2 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.

1.3 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.

(b) 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, Mike Monroney Aeronautical Center  
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.

**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 from contract award through August 15, 2005.

(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.

(End of clause)

**3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 hour, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 4160 hours

(2) Any order for a combination of items in excess of 16,942 hours; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(e) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**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 September 30, 2004.

(End of clause)

### **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.

(End of clause)

### **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 5 years 6 months.

(End of clause)

### 3.3.1-5 Payments under **Time-and-Materials** and Labor-Hour Contracts (April 2001)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily **job** timecards, or other **substantiation** approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts incurred by the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the

subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall 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 of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 2 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)

(a) Definitions

(1) Act, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

(2) Contractor, as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government Prime Contractor.

(3) Service employee, as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the action taken by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division

retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the

minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under

this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(1) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by P. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the "Disputes" clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the

employees or their representatives.

(End of clause)

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

Aircraft Mechanic: Dept. of Labor equivalent: Aircraft Mechanic, WG-10, \$ 20.41/hr.

Engineering Technician: Dept. of Labor equivalent: Engineering Technician V, GS-9, \$18.54/hr

Biological Science Laboratory Technician: Dept. of Labor equivalent: Biological Technician, GS-7, \$16.36/hr

Biological Science Laboratory Technologist: Dept. of Labor equivalent: Medical and Clinical Laboratory Technologist, GS-9, \$ 20.70/hr.

Biostatistician: Dept. of Labor equivalent: Statistician, GS-12, \$ 27.44/hr.

Computer Programmer Level II: Dept. of Labor equivalent: Computer Programmer Level 11, GS-7, \$ 16.00/hr.

Data Analyst: Dept. of Labor equivalent: Medical Records and Health Information Technicians. GS-9, \$18.50/hr.

Data Technician: Dept. of Labor equivalent: Data Entry Keyer, GS-5, \$ 12.54/hr.

Health Care Professional: Dept. of Labor equivalent: Registered Nurse, GS-11, \$ 23.19/hr.

Industrial Hygienist/Environmental Health Specialist: Dept. of Labor equivalent: Environmental Scientists and Specialists, GS-13, \$ 33.76/hr.

Mathematical Technician: Dept. of Labor equivalent: Mathematical Technician, GS-11, \$21.35/hr.

Research Chemist: Dept. of Labor equivalent: Biochemist, GS-12, \$29.66/hr.

Senior Physiologist: Dept. of Labor equivalent: Medical Scientist, GS-13, \$ 30.12/hr.

Water Survival Training Specialist: Dept. of Labor equivalent: Technical Writer, GS-11, \$24.83/hr

Life Guard: Dept. of Labor equivalent: Life Guard, GS-5, \$14.50/hr.

(End of clause)

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of

the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer is there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of clause)

**NOTICE:** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- 3.1.7-5 DISCLOSURE OF CONFLICTS OF INTEREST (MAY 2001)
- 3.2.2.3-33 ORDER OF PRECEDENCE (JANUARY 1999)
- 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 (JANUARY 1999)
- 3.2.5-4 CONTINGENT FEES (APRIL 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
- 3.2.5-7 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL **TRANSACTIONS.** (APRIL 1996)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.3.1-1 PAYMENTS. (APRIL 1996)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 **PROMPT PAYMENT** (JANUARY 2003)
- 3.5-1 AUTHORIZATION AND CONSENT (APRIL 1996)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APRIL 1996)
- 3.5-3 PATENT **INDEMNITY** (APRIL 1996)
- 3.5-13 RIGHTS IN DATA-GENE — (OCTOBER 1996)
- 3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APRIL 1996)
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- 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 WORKERS **WITH** DISABILITIES (APRIL 2000)
- 3.6.2.14 **EMPLOYMENT** REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (JANUARY 1998)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER. (APRIL 1996)
- 3.6.3-16 DRUG FREE **WORKPLACE** (JANUARY 2004)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)
- 3.10.1-14 CHANGES--TIME **AND** MATERIALS OR LABOR HOURS (APRIL 1996)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.3-2 GOVERNMENT PROPERTY - BASIC **CLAUSE** (APRIL 2004)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
- 3.10.6-3/alt5 TERMINATION (COST-REIMBURSEMENT) ALTERNATE V (OCTOBER 1996)
- 3.10.6-4 DEFAULT (OCTOBER 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Statement of Work		05/07/2004	23 pages
<del>Direct Hourly Labor Rates</del>			<del>2 pages</del>
Wage Determination		08/28/2003	9 pages

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STATEMENT OF WORK  
TO PROVIDE  
TECHNICAL RESEARCH SUPPORT  
TO THE  
CIVIL AEROSPACE MEDICAL INSTITUTE

2004

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## Performance Work Statement

### 1. Introduction

#### 1.1 Background

The Civil Aerospace Medical 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, protection and survival, and advanced computer modeling of these processes. This research results in reports and findings extremely valuable to various elements of the aviation industry. Frequently the 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 a contract organization with broad aeromedical and applied aviation research experience, and highly qualified technical personnel who are current with state-of-the-art technology be utilized.

#### 1.2 Aerospace Medical Research Division

**1.2.1 Mission:** The Aerospace Medical Research Division evaluates human performance in aviation and air traffic controller environments both simulated and actual by: conducting multidisciplinary medical, physiological, biochemical, and computer modeling studies; conducting protection and survival research; initiating both in-house and contractual research related to improving performance; and participating in select onsite visits to investigate and analyze major problem areas.

#### 1.2.2 Division Functional Responsibilities:

**1.2.2.1** Plans and executes studies to determine the effects of the civil aviation environment, flight procedures, and equipment upon the human body. Directs and supports efforts of subordinate laboratories, the Bioaeronautical Sciences Research Laboratory and the Protection and Survival Research Laboratory.

**1.2.2.2** Conducts research into the clinical and biomedical capabilities and limitations relating to the effectiveness and reliability of personnel in the National Airspace System.

**1.2.2.3** Investigates the effects of drugs, toxic chemicals, and certain practices peculiar to civil aviation on the human body, its tissues, and normal functions.

**1.2.2.4** Studies survivability factors relating to aircraft accidents, including support for on-the-scene investigations, as required by the Federal Air Surgeon.

**1.2.2.5** Monitors aircraft cabin safety problems and conducts research into on-board equipment and procedures to identify potential safety and efficiency improvements.

**1.2.2.6** Investigates selected general aviation and air carrier accidents and searches for biomedical and clinical causes of the accidents including evidence of disease and chemical abuse. Analyzes the accident data for selected aviation populations and studies accident survival.

**1.2.2.7** Serves as the agency central repository for reports and data concerning the medical and human engineering design aspects of specific accidents that are investigated.

**1.3** Bio-aeronautical Sciences Research Laboratory: Manages and supports the efforts of four research teams (Forensic Toxicology, Biochemistry, Radiobiology, and Bioinformatics) to conduct studies regarding medical/toxicological findings in aircraft accidents, to develop improved analytical techniques, to conduct radiobiological research and to provide bioinformatics research and data base support.

**1.3.1** Forensic Toxicology Research: Detects and measures drugs, alcohol, toxic gases, and toxic industrial chemicals in victims of fatal aircraft accidents in correlation to the analysis of accident causation: studies the conditions which affect the accuracy and validity of such measurements, and adapts or develops improved methods for making such measurements. Clinical chemical measurements are made and analyzed to determine significant health trends in aviation personnel, and analytical service is furnished in support of other Civil Aerospace Medical Institute tasks when required. DNA/RNA analyses are undertaken to both specifically identify tissue sources and to document biochemical processes such as post mortem alcohol generation.

**1.3.2** Biochemistry: Conducts research into problems that affect the aviation industry and depend primarily on biochemical factors. Develops analytic methodology in areas of aviation concern. Performs analytic procedures at a reference laboratory level and contributes to the quality assurance programs required by the Civil Aerospace Medical Institute.

**1.3.3** Radiobiology: Performs research on the effects of radiation (both ionizing and non-ionizing) on living systems with particular attention to the characteristics of radiosensitive tissue and identifies radiation hazards within the aviation environment and studies methods of protection from such hazards.

**1.3.4** Bioinformatics: Conducts research using the Scientific Information Systems Aviation Accident and Medical Database and Decision Support System to assist continuing research efforts in Aerospace Medical Research and perform accident trend analysis to identify accident and safety issues that will improve aviation safety. Assists in the coordination of information resource management activities within the division and Civil Aerospace Medical Institute.

**1.4 Protection and Survival Research Laboratory:** Conducts studies and research pertaining to the human aspects of protection and survival from exposure to hazardous conditions relative to civil aviation. Research includes, but is not limited to: methods of attenuating or preventing crash injuries, devising concepts and evaluating survival equipment used under adverse environmental and emergency conditions, establishing human physical limitations of civil aviation operations, and evaluating emergency procedures from downed aircraft. Manages and provides support for five research teams (Biodynamics, Cabin Safety, Environmental Physiology, Vision, and Aircraft Accident Research)

**1.4.1 Biodynamics Research:** Evaluates the impact of new materials and structures. Provides equipment and crash tests for protection and survival research programs. Performs specialized data collection and analysis functions necessary for impact research accomplishment. Develops new methods, techniques, and equipment for reevaluating injury potential. Conducts tests utilizing animate and inanimate test subjects under simulated crash environments, and supports other sections in conducting dynamic tests.

**1.4.2 Cabin Safety Research:** Conducts research studies and tests pertaining to the emergency evacuation of aircraft, water survival, and physical anthropology. Accomplishes analysis of the data resulting from these activities and disseminates the data and analysis through reports and participation in scientific and technological meetings. Studies emergency situations to determine adequacy of survival equipment based on human requirements.

**1.4.3 Environmental Physiology:** Conducts research into environmental factors that detrimentally influence human functioning and physiology in aviation environments. Studies situations to determine adequacy of aircraft protective breathing equipment. Develops information on the medical certification of civilian airman exhibiting a broad range of medical conditions, both untreated and treated. Subject stresses include altitude exposure, compromised air quality, thermal imbalance, and noise and vibration. Also included for study are biochemical microenvironments induced by selective use of prescription, non-prescription and illicit drugs, alcohol, and cigarettes.

**1.4.4 Vision Research:** Provides a core clinical consultative and research capability to evaluate static and potentially unstable medical conditions that affect function and performance in flight and air traffic control scenarios. Supports the airman medical certification process. Serves the agency as an advisory resource in areas relating to ophthalmic, cardio respiratory, and neuropsychological factors affecting aviation safety.

**1.4.5 Aircraft Accident Research:** Conducts medical and laboratory studies of aircraft accident victims, including onsite participation in selected cases, to analyze medical, engineering, and human factors findings gained from such cases and conducts appropriate research into the relationships of such findings to the safe operation of aircraft. Develops methods for the better understanding of such factors in aircraft accidents. Studies performance decrements resulting from disease processes to determine their effects on aviation safety.

Maintains a comprehensive database pertaining to cockpit and cabin safety related factors in general aviation and transport aircraft. Research may incorporate aircraft, simulators, and computer simulations.

## 2. Scope of Work

The contractor will support the research objectives of the Aerospace Medical Division, constituent research laboratories and research teams by furnishing 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. At the request of the Government, the contractor will provide research support and conduct research in three areas: 1) provide personnel designated by job category or specific areas of expertise to **conduct/support** in-house research, 2) provide research support to organize, manage and conduct scientific meetings, seminars and colloquia which may be held in government or non-government facilities, and 3) conduct research projects as a contractor directed team utilizing either government or non-government (contractor furnished) facilities or equipment.

1 Pers to Support : act In-house Research. The contractor will provide research and technical support personnel as requested by the Government and identified by position title or specific area of expertise or job description as listed in attachment 1. Note, the position titles and job descriptions in attachment 1 are not comprehensive. The unpredictability of future research initiatives may require modifications to the contract and require the contractor to provide additional research support personnel and technical expertise in areas not currently listed in Attachment 1.

2.2 Research Support to Conduct Scientific Meetings, Seminars and Colloquia. Upon specific request by the Government, the contractor will support the hosting, management, and conduct of research related conferences, seminars and meetings. This support may include the administration of background and support material, arranging facilities and equipment, coordinating and (when authorized by law) funding accommodations, arranging and (where authorized by law) funding for non-government guest lecturers and scientific advisors, provide organizational, administrative and clerical support to include post-meeting activities and documentation.

2.3 Conduct Research Projects as a Contractor Directed Team. At the specific direction of the Government, the contractor will develop, manage, conduct and report on research projects that may utilize government or non-government facilities and equipment. These research projects may be conducted in any area of the aerospace medical program to include aircraft cabin safety/evacuation, aircraft cabin environment/physiology, biodynamics, vision, accident investigation, forensic toxicology, chemical/biological protection/decontamination, civilian space vehicles, molecular biochemistry and mathematical modeling in various areas. Specific efforts may involve in-flight research relative to cabin environment/safety issues that will require the contractor to coordinate with airlines, aircraft manufacturers and technical research/standards development organizations. The contractor may also be required to provide engineering and project management

support for government development and acquisition of aviation/aeromedical research equipment or facilities. The contractor will be provided general direction and objectives for the research. The contractor will be responsible for assembling the appropriate research team, developing research plans/protocols, providing cost estimates, procuring facilities/equipment, conducting research and providing products, scientific reports and other documentation as required. In addition, the contractor may be required to provide biometrics and biostatistical advice and assistance to division scientists for any of the aerospace medical research programs individually or as part of a larger directed research effort.

## **2.4 Personnel**

**2.4.1 Project Manager:** The contractor will provide a project manager who shall be the focal point responsible for delivery of products or services required, the day-to-day supervision of employees 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 monitor the work assignments of contract personnel and 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. At no time will the Government supervise contract personnel.

**2.4.2 Other Employees:** The contractor will 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. If requested, it will be the contractors' responsibility to document in writing, for the contracting officers approval, the use of former FAA employees.

**2.5 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 Aerospace Medical 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.

**2.6 Work Day:** The workday 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 a work order. Specific

tasks may require deviations from the normal Monday through Friday 5-day workweek and may require less than a 40-hour workweek.

2.7 Administrative Leave: Adverse weather conditions, special memorial days, additional holiday hours, national emergencies and other circumstances may require CAMI and/or the Aeronautical Center to close. During such periods of closure the contractor will not be compensated. Provisions for unscheduled 'administrative leave' should be made in the contractor's indirect cost estimates.

2.8 Overtime: Overtime may be necessary on occasion as requested by the CO or COTR. When directed by the Government, overtime will be authorized only when absolutely necessary to meet work requirements.

2.9 Employee Training: The contractor will furnish fully trained personnel. When advantageous to the Government, additional training may be provided at no cost to the contractor.

2.10 Medical: The contractor will provide for inoculations and medical examination/certification for employees whose duties involve the handling of biohazard materials or perform duties that require special medical consideration. This should include annual blood borne pathogen training and hazardous materials training. In addition the contractor is responsible for providing government (COTRs) with written proof that the necessary training was received.

2.11 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.

## 2.11 Quality Control

2.11.1 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 accomplish them.
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.

**2.11.2 Quality Assurance:** The Government shall be responsible for monitoring and evaluating the performance of the contractor to ensure compliance with prevailing laws, regulations, provisions, and policies, under the contract and each task order. The project manager is required to meet, at the discretion of the CO or COTR, with the CO or COTR at anytime during the term of any identified task. When an observation indicates unsatisfactory performance, the FAA representative will meet with the project manager to resolve documented deficiencies in performance.

## **2.12 Documents**

**2.12.1 Documentation and Records:** All documentation, including records, schedules, charts, drafts, diagrams, etc., developed or purchased by the contractor in the performance of this contract, become 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.

**2.12.2 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.

## **2.13 Security**

**2.13.1 Compliance:** The contractor shall ensure that their employees observe and comply with all FAA/CAMI policies regulations and procedures concerning; fire, safety, environmental protection, sanitation, identification, security, traffic, parking, limited access areas, gratuities, and conduct.

**2.13.2 Badges:** The contractor shall be responsible for obtaining an FAA issued identification badge and car decal for each employee upon initial entry to the work site. While on FAA premises, each contractor shall wear their FAA identification (ID) badge at all times in accordance with FAA/MMAC current policies and directives.

**2.13.3 Security Awareness:** Contract employees working with government facilities shall be responsible for compliance with applicable building and physical security requirements. These requirements include, but are not limited to, the use of authorized entrance and exit points, responsibility for securing doors, protecting government property from loss theft abuse or damage, and the use of telephones and computers for only mission related activities. Specific security requirements for individual technical orders shall be identified by the Task Manager and/or FAA security office.

**2.13.4 Security Operations:** The contractor shall be responsible for safeguarding all Government property issued for

contractor use. At the close of each work period Government facilities, equipment, and materials will be secured.

## 2.14 Work Site

**2.14.1 Geographical Location:** Most activities under this contract will require interaction with government employees at Mike Monroney Aeronautical Center (MMAC), Oklahoma City, OK, FAA Headquarters, Washington D.C., and the FAA Aircraft Certification Directorates and Offices.

**2.14.2 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.

**2.14.3 Travel Duration:** 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.

## 3. Definitions

**Aircraft Certification:** The prescribed safety standards outlined under specific Federal Aviation Regulations, which must be met before the FAA issues a type certificate for new aircraft, engines, or propeller models.

**Cabin Safety:** The level of protection provided to occupants in an aircraft which include both cockpit and passenger areas for all conditions encountered in the operation of an aircraft including accidents.

**Compatible:** The quality of handling data and programs devised from one type of computer system to another.

**Computer Security:** The safeguarding of computing resources against unauthorized use, especially the protection of data from deliberate or accidental damage, unauthorized change, or disclosure of controlled or Privacy Act material.

**Contracting Officer (CO):** The FAA employee responsible for government contracting activity relating to this contract.

**Contracting Officer Technical Representative (COTR):** The FAA employee delegated to represent the CO in the technical monitoring of work accomplished under this contract.

**Controlled Material:** "For Official Use Only" material is normally unclassified information/documentation, which is to be protected against uncontrolled, unauthorized, or unwarranted release.

**Quality Assurance:** Those actions taken by the government to assure services meet the requirements of the performance work statement.

Quality Control: Those actions taken by a contractor to control the performance of services so that they meet the requirement of the performance work statement.

Work Day: Throughout this performance work statement, whenever the word workday appears, it represents the core hours of Monday through Friday, 0700 hours to 1700 hours, except Federal holidays, or any other day(s) 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 a work order.

#### 4. Government Furnished Property and Services

##### 4.1 Services

**4.1.1 Personnel**: It is the responsibility of the FAA to introduce contract employees to appropriate headquarters, region, or field FAA personnel they may be tasked to work with on special projects.

**4.1.2 Phone**: 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.

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

**4.1.4 Data**: 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.

**4.1.5 Routine Document Processing**: The FAA will provide the contractor with the equipment required to process deliverable documentation, including word-processing, graphics, and desktop publishing software.

**4.1.6 Facilities and Equipment**: The FAA may require the contractor to provide office facilities and equipment when the contractor is required to work at sites other than the MMAC, Oklahoma City OK.

##### 4.2 Documentation

**4.2.1 Documents**: 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. All material purchased by the contractor is considered property of the government.

4.2.2 Forms: The FAA shall also provide all standard government forms required in the performance of this contract.

## 5. Contractor Furnished Items and Services

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

5.1.1 Facilities: The contractor shall maintain a local business office within the Oklahoma City business area.

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

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

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

## 6. Services Required

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

6.1.1 Work Assignments: 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 set forth within the individual task order and/or modification(s) to the task order.

6.2 Quick Response: The contractor shall have the ability to accommodate unanticipated or unscheduled requirements for conferences, work assignments, or planning sessions with the COTR. When unexpected requirements arise the contractor must be able to meet with the COTR on-site with advance notice of 2 to 3 hours.

6.2.1 Delivery Date: Delivery times will normally be established by a work order. However, quick reaction times of less than one week could occur. This will require the contractor to possess the capability to staff and 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 compressed time constraints the contractor is expected to employ a multidisciplinary team approach to executing complex task assignments.

**6.3 Scope of Work Orders:** Contract requirements established by defined work orders will address programs, projects, and documentation from any area of the Aerospace Medical Research Division

**1 Approval:** The contractor shall, at the discretion of the FAA, develop recommendations in accordance with the work orders.

**6.3.2 Validation:** The contractor shall, upon request by the FAA, assist in validating proposed standards or other documentation prior to furnishing draft or proof deliverables.

**6.3.3 Coordination:** Upon acceptance of a draft or proof deliverable by the FAA, the contractor shall assist in the full coordination cycle as outlined in the appropriate governing directives. Coordination will include contacts with FAA organizations, other Government agencies, academic institutions, aviation organizations, and the general public.

**6.3.4 Technical Assessment:** The contractor shall conduct special evaluations and prepare formal reports determining the state-of-the-art technical merits of projects, programs, and documents

**6.3.5 Technical Support:** The contractor shall provide technical support to teams that require a unique specialty not readily available within the Aerospace Medical Research Division in data verification of projects and programs within the FAA.

**6.3.6 Data Reduction and Analysis:** 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 Aerospace Medical Research Division functions and assignments.

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

**6.3.7.1 Format:** All documentation shall be developed using state-of-the-art automated technology that will provide easy retrieval, updating, and maintenance.

**6.3.8 Support:** The contractor shall provide administrative support to copy, assemble, distribute documentation, type, file, prepare conferences, symposiums, or meetings, and convert existing documentation into automated formats.

## 7. Deliverables

**7.1 Status Reports:** When requested by the Aerospace Medical Research Division and upon acceptance of a 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.

7.2 Problem Notification Reports: 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.

7.3 All Other Deliverables: The contractor shall furnish all deliverables as specified in the task order.

8. Applicable Orders, Studies, Regulations, Forms and Manuals:

8.1 Document Access: Because of 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 needed. Documentation received by the FAA during the term of the contract shall be made available as needed.

## Job Descriptions

**Aircraft Mechanic:** Required to fabricate and modify experimental equipment in preparation for research studies. Work may include removal of components and equipment in existing simulators and fabrication, modification, and installation of new equipment, components, and scientific equipment used in experimental research. 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. Need not be a certificated FAA mechanic with an airframe and power plant rating, but all work will be performed using aviation maintenance techniques, tools and equipment. Directs and coordinates the work of other support aircraft technician helpers.

**Experience:** Five years of experience in building equipment maintenance, wiring, circuitry, equipment installation, materials fabrication and purchasing as well as proficiency in the use of most power hand tools and equipment used in the building industry is required.

**Engineering Technician:** Responsible for the fabrication of new equipment, components, and scientific equipment used in experimental research. Fabricates and modifies experimental equipment in preparation for research studies. Work may include removal of components and equipment in existing simulators and fabrication, modification, and installation of scientific equipment and components used in research initiatives. The engineering technician is responsible for removing and installing aircraft equipment, parts, and systems from large transport category aircraft that may be needed to support future research studies. The technician is an integral part of the Aerospace Medical Research Division and may be given tasks to support other research initiatives or projects that are outside of the primary technician duties. The technician is expected to have a basic understanding of wiring diagrams, commercial wiring codes, HVAC systems, and basic construction principles

Although the engineering technician is not required to be certificated, all work will be performed using standard maintenance, fabrication, construction, and installation techniques. When necessary the engineering technician may also direct and coordinate the work of other support technicians.

**Experience:** Two years working in a related field such as, commercial building maintenance, fabrication, commercial construction, metal fabrication or as a commercial electrician.

**Biological Science Laboratory Technician:** Requires the application of scientific knowledge in areas including, but not limited to, pathology, anatomy, chemistry, biochemistry, microbiology, physiology, pharmacology, toxicology, and materials sciences. Performs procedures to ensure specimens are properly processed, accessioned, and extracted, and are amenable to formal analytical testing. Prepares reagents and solutions using prescribed laboratory standards and procedures. Performs complex procedures in the analysis of biological specimens. Assists in preparing and releasing analytical batches, and in maintaining analytical data and records. Operates the following instruments: Gas Chromatography, Mass

Spectrometry, High Performance Liquid Chromatography, Fluorescence Polarization Immunoassay, Gamma Counter, **W** Spectrophotometer, Enzyme Immunoassay, and other related instrumentation. Detects and measures drugs, alcohol, toxic gases, and toxic industrial chemicals in victims of fatal accidents and assists in reporting those findings to the National Transportation Safety Board (NTSB). Maintains work area at high level of cleanliness. Participates in writing research papers. Performs work following Quality Assurance/Quality Control (QA/QC) standards and other duties as assigned. Maintains accurate laboratory notes in accordance with standard protocols and procedures. Studies the conditions that affect the accuracy and validity of measurements and adapts or develops improved methods for making such measurements. Processes the data and reports the results to the COTR. Assists in establishing and evaluating criteria for determining compliance with air transportation industry standards and for certification of aircraft safety requirements. Studies medical findings in aircraft accidents and defines relationships between those findings and the safe operation of aircraft. All work closely reviewed by supervisory research chemists.

The critical nature of this work dictates that only highly qualified aviation technical personnel that are current with state-of-the-art technology be utilized. Clinical chemical measurements are made and analyzed to determine significant health trends in aviation personnel, and analytical service is furnished in support of other Civil Aerospace Medical Institute tasks when required. DNA / RNA analyses are undertaken to both specifically identify tissue sources and to document biochemical processes such as postmortem alcohol generations. The nature of the work to be accomplished is critical to aviation safety. The results of investigations and analysis can result in significant improvements in cabin safety for the air transportation industry.

Experience: 2 years direct experience working a laboratory performing similar work or 2 years of education in a chemistry related field.

Biological Science Laboratory Technologist: Requires knowledge in the use and interpretation of a full range of techniques, procedures, and methods applied to assess the harmful effects of chemical compounds and substances on biological systems. Also requires knowledge of the methods used to detect and evaluate the nature of chemical induced changes in function and structure as well as the significance of certain effects on living cells. Performs standard procedures to ensure specimens are properly extracted and amenable to formal analytical testing. Prepares reagents using prescribed laboratory standards and the Forensic Toxicology Research Teams procedures. Performs repetitive but complex procedures in the analysis of biological specimens including the operation of the following instruments: Gas Chromatography, Mass Spectrometry, High Performance Liquid Chromatography, Fluorescence Polarization Immuno Assay, Gamma Counter, UV Spectrophotometer, Enzyme Immuno Assay, and other related instrumentation. Records and verifies test results in a notebook and in a computerized searchable format. Maintains accurate laboratory notes in accordance with standard Forensic Toxicology Research protocols and procedures. Reports test results to the COTR. Maintains work area at high level of cleanliness. May also be

required to perform directed research, with extensive oversight, in method development and drug identification.

Education: B.S. degree in Chemistry, Forensic Science, Biological Science or related field and 2-3 years related experience. Advanced degree in chemistry or related field may be substituted for direct work experience.

**Biostatistician:** Responsible for oversight of statistical methodology and quality in bio-aeronautical/aerospace medicine and other health-related research protocols using advanced mathematical statistics, sampling theory, experimental design, and computer applications. Provides professional expertise and support in the areas of study design, data extraction, and implementation of analysis and design plans to ensure that protocols meet study objectives, are statistically valid and cost efficient, and provide valuable interpretations. Performs advanced and innovative statistical analyses, interpretation, and presentation of complex data. Experience with one or more statistical software packages (including SPSS) for manipulation and analysis of data sets. Develops new methods for analyzing data for which existing techniques are unavailable or inappropriate. Composes training methods and materials, such as curricula, lectures, videos, brochures and handbooks. Collaborates on Office of Aerospace Medicine reports. Participates in workshops, colloquia, and presentations. Requires excellent oral and written communication skills, strong statistical and computer skills.

Education: PhD degree in Statistics with 2-3 years related industry experience. Strong background in biology/biochemistry, medical or health sciences required.

**Computer Programmer Level II:** (Programming tasks will be accomplished in Aeromedical Research Division.) 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. Requires data entry, retrieval and management skills, Microsoft Access, Visual Basic, and Oracle programming. Develops user-friendly Microsoft Access-based data entry screens that include record-by-record data validation, report generating modules that create tabular statistical reports and narrative summaries. Establishes compatibility of newly integrated data fields and quality assurance queries to test consistency of the data. Must be able to expeditiously input 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. Statistical requirements: basic descriptives (including means, medians, standard deviations, frequencies), correlations and independence tests (e.g., chi-square) of aircraft, accident location, and medical data, etc. 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, pilot and accident parameters in special issuance pilot mishaps,

defibrillator utilization, g-force parameters and other test conditions involved in dynamic impact tests also required.

Education: BS degree in computer science or appropriate work experience demonstrating programming knowledge and proficiency in multi media, Access or Oracle.

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

Education: BS degree in a life sciences field or 5 five years experience with aeromedical terminology, case review, medical database management software, medical data entry and retrieval, and medical terminology. Work experience should include a working knowledge of hospital and AMCD recordkeeping and NTSB accident data collection practices.

Data Technician: Enters data related to medical and aircraft safety research into established data bases, and produces reports used by government research personnel in presentations and programs, including audio-visual presentations, slides and graphs generated with Microsoft PowerPoint or Excel. Data entry in Oracle or Microsoft Access. Expected to understand all of the data elements necessary for a data record, and to collect this information from other research personnel for entry. 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.

Experience: Must have a minimum of 1 year of experience using MS Office products, databases, or other relevant computer programs and possess sufficient keyboarding data entry skills.

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. The Aircraft Accident Research Team (AART) maintains databases related to in flight medical issues.

Position requires postgraduate medical training, such as completion of a physician's assistant or nurse practitioner program. Works closely with

AART physicians and related personnel to review and code medical data for entry into the related AART databases (primarily defibrillator utilization and autopsy databases). Data review will include analysis of information obtained related to the relevant database, with a subsequent coding for entry into the database. May also assist physicians with analysis and review of data in preparation for presentations and reports:

Education: Postgraduate medical training such as a physician assistant or nurse practitioner is required.

Industrial Hygienist/Environmental Health Specialist: Manage, supervise, lead, or perform professional work that involves recognizing, identifying and evaluating conditions in aircraft cabin, which may adversely affect the health and safety of flight deck and cabin crew, passengers, and the environment; formulate and recommend measures to control or eliminate potential health and safety hazards; develop research and environmental compliance programs to meet applicable federal requirements. Conduct extensive literature review to support development of Cabin Air Quality R&D plan. Develop concepts in research initiatives and detailed research protocols to meet congressional requirements in Cabin Air Quality. Investigate, evaluate, provide information on sanitation practices, techniques, and methods for the purpose of identifying, preventing, and eliminating environmental health and safety hazards. Study functional statements, organization charts, and project information to determine functions and responsibilities. Study sequence of operations to be performed and flow of business and materials. Assist in development of work statements for contract R&D of research programs, sensors, and surveillance systems. Confer with management and research staff to implement plans and recommendations. Advise FAA management and research staff on methods to conduct air samplings, identify contaminants and contaminant characteristics, and methods to categorize, organize and archive records and samples.

Must be able to: Apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions. Interpret an extensive variety of technical instructions in mathematical or diagrammatic form. Deal with several abstract and concrete variables.

Algebra: Work with exponents and logarithms, linear equations, quadratic equations, mathematical induction and binomial theorem, and permutations.

Statistics: Apply mathematical operations to frequency distributions, reliability and validity of tests, normal curve, analysis of variance, correlation techniques, chi-square application and sampling theory, and factor analysis.

Reading: Read literature, books, scientific and technical journals, abstracts, financial reports, and legal documents.

Writing: Write reports, editorials, journals, speeches, manuals, and critiques.

Speaking: Conversant in the theory, principles, and methods of effective and persuasive speaking, voice and diction, phonetics and discussion and debate.

Education and Experience: Requires a Master's degree in Industrial Hygiene, Environmental Management, or related course of study (Bachelor's

degree and equivalent experience may be considered). Requires practical knowledge of basic environmental health concepts, principles, methods, and techniques, including survey and inspection techniques, measurement technology, and control and eradication methods; knowledge of chem/bio-terrorism tactics, prevention, and resolutions. Requires knowledge of contaminants (e.g., radiation, noise, chemical and biological agents), ventilation, air sampling (computer model and actual), environmental and occupational toxicology, statistics, and risk communication. Requires experience in aviation or indoor air quality with knowledge of regulations and congressional mandates regarding environmental air quality. Requires knowledge of management systems development for cost analysis, financial planning, wage and salary administration, and job evaluation, government requisition and contracting procedures.

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 writing technical narratives and analyzing statistical data. Typical activities 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 data preparation and statistical analyses specified by the Protection and Survival laboratory staff member responsible for a project, using SPSS software running on a government-provided computer.
4. Create visual material (such as graphs, tables, overhead slides, and figures) for scientific presentations, reports and program briefing materials concerning the evacuation experiments.

Education: BS degree with a minimum of 9 credit hours in research statistics, computer applications, and research design or equivalent analytical work experience demonstrating statistical mathematical proficiency.

Research Chemist: Requires knowledge in the use and interpretation of a full range of techniques, procedures, and methods applied to assess the harmful effects of chemical compounds and substances on biological systems. Also requires knowledge of the methods used to detect and evaluate the nature of chemical induced changes in function and structure as well as the significance of certain effects on living cells. Performs standard procedures to ensure specimens are properly extracted and amenable to formal analytical testing. Prepares reagents using prescribed laboratory standards and the Forensic Toxicology Research Teams procedures. Performs repetitive but complex procedures in the analysis of biological specimens including the operation of the following

instruments: Gas Chromatography, Mass Spectrometry, High Performance Liquid Chromatography, Fluorescence Polarization Immuno Assay, Gamma Counter, UV Spectrophotometer, Enzyme Immuno Assay, and other related instrumentation. Performs statistical analysis of data collected from the above instrumentation. Records and verifies test results on paper and in computerized searchable format. Maintains accurate laboratory notes in accordance with standard Forensic Toxicology Research protocols and procedures. Reports the results to the COTR. Maintains work area at high level of cleanliness. Performs independent unsupervised research in method development and drug identification.

Education: B.S. degree in Chemistry, Forensic Science, Microbiology, or related field and 4-6 years related experience, or an advanced degree in a chemistry related field and 2-3 years experience.

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.

Experience: Minimum of 20 years of appropriate experience in aerospace medicine/physiology relative to the Aerospace Medical Research. Specialty in high altitude physiology is a plus. Must have experience in Division as described in Section 1, paragraph 1.2.

Education: PhD degree in physiology or closely allied field, or equivalent experience.

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.

Education: BS degree or 5 years experience in related water safety and survival training.

Life Guard: Current valid Red Cross or equivalent certification is required. Training in surveillance to help recognize and prevent injuries, water rescue skills, first aid, and professional rescuer CPR is also necessary. Duties are primarily limited to monitoring subjects participating in water research activities or water survival training activities.

#### Host Manage and Conduct Conferences and Colloquiums

Support the hosting, management, and conduct of a Technical Community Research Group meeting to include housing arrangements, funding for guest lecturers/scientific advisor, organizational, administrative and clerical support to include publication of minutes/proceedings.

Conduct Research Projects as a Contractor Directed Team

Conduct independent research. The contractor will be responsible for assembling the appropriate research team, developing research plans/protocols, providing cost estimates, procuring facilities/equipment, conducting research and providing products, scientific reports and other documentation as required.

94-2431 OK, OKLAHOMA CITY 09/02/03

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WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2431
Director	Wage Determinations	Revision No.: 22
		Date Of Last Revision: 08/28/2003

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 CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	10.67
01013 - Accounting Clerk III	13.68
01014 - Accounting Clerk IV	18.28
01030 - Court Reporter	15.59
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	11.00
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.51
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	9.11
01116 - General Clerk II	9.87
01117 - General Clerk III	12.50
01118 - General Clerk IV	18.00
01120 - Housing Referral Assistant	18.26
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	10.16
01191 - Order Clerk I	10.18
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	11.72
01262 - Personnel Assistant (Employment) II	12.79
01263 - Personnel Assistant [Employment) III	14.34
01264 - Personnel Assistant [Employment) IV	16.63
01270 - Production Control Clerk	16.28
01290 - Rental Clerk	11.33
01300 - Scheduler, Maintenance	12.64
01311 - Secretary I	12.64
01312 - Secretary II	15.76
01313 - Secretary III	18.26
01314 - Secretary IV	20.53
01315 - Secretary V	21.74
01320 - Service Order Dispatcher	13.07
01341 - Stenographer I	10.51
01342 - Stenographer II	12.37
01400 - Supply Technician	20.53
01420 - Survey Worker (Interviewer)	13.25

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01460 - Switchboard Operator-Receptionist	10.02
01510 - Test Examiner	15.76
01520 - Test Proctor	15.76
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.44
01533 - Travel Clerk III	10.93
01611 - Word Processor I	8.98
01612 - Word Processor II	10.75
01613 - Word Processor III	11.61
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	8.88
03041 - Computer Operator I	10.91
03042 - Computer Operator II	13.43
03043 - Computer Operator III	18.01
03044 - Computer Operator IV	19.48
03045 - Computer Operator V	21.59
03071 - Computer Programmer I {1}	19.89
03072 - Computer Programmer II {1}	22.83
03073 - Computer Programmer III {1}	27.62
03074 - Computer Programmer IV {1}	27.62
03101 - Computer Systems Analyst I {1}	23.46
03102 - Computer Systems Analyst II {1}	26.26
03103 - Computer Systems Analyst III {1}	27.62
03160 - Peripheral Equipment Operator	11.12
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.64
05010 - Automotive Glass Installer	15.47
05040 - Automotive Worker	14.08
05070 - Electrician, Automotive	16.35
05100 - Mobile Equipment Servicer	12.54
05130 - Motor Equipment Metal Mechanic	15.64
05160 - Motor Equipment Metal Worker	14.08
05190 - Motor Vehicle Mechanic	15.64
05220 - Motor Vehicle Mechanic Helper	11.98
05250 - Motor Vehicle Upholstery Worker	13.31
05280 - Motor Vehicle Wrecker	14.08
05310 - Painter, Automotive	14.86
05340 - Radiator Repair Specialist	14.08
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	15.64
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.87
07010 - Baker	9.04
07041 - Cook I	7.94
07042 - Cook II	9.56
07070 - Dishwasher	6.73
07130 - Meat Cutter	11.33
07250 - Waiter/Waitress	7.05
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.36
09070 - Furniture Refinisher	14.86
09100 - Furniture Refinisher Helper	11.75
09110 - Furniture Repairer, Minor	13.31
09130 - Upholsterer	14.86
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.37
11060 - Elevator Operator	8.17
11090 - Gardener	10.37
11121 - House Keeping Aid I	7.27

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11122 - House Keeping Aid II	8.57
11150 - Janitor	8.51
11210 - Laborer, Grounds Maintenance	8.72
11240 - Maid or Houseman	7.27
11270 - Pest Controller	11.28
11300 - Refuse Collector	8.17
11330 - Tractor Operator	9.73
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	12.42
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
12071 - Licensed Practical Nurse I	10.19
12072 - Licensed Practical Nurse II	11.46
12073 - Licensed Practical Nurse III	12.82
12100 - Medical Assistant	10.04
12130 - Medical Laboratory Technician	11.43
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.67
12222 - Nursing Assistant II	8.62
12223 - Nursing Assistant III	9.41
12224 - Nursing Assistant IV	10.55
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.16
12311 - Registered Nurse I	16.67
12312 - Registered Nurse II	20.39
12313 - Registered Nurse II, Specialist	20.39
12314 - Registered Nurse III	24.66
12315 - Registered Nurse III, Anesthetist	24.66
12316 - Registered Nurse IV	29.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.49
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	17.00
13042 - Illustrator II	18.79
13043 - Illustrator III	23.46
13047 - Librarian	17.58
13050 - Library Technician	11.07
13071 - Photographer I	10.96
13072 - Photographer II	13.53
13073 - Photographer III	16.34
13074 - Photographer IV	20.40
13075 - Photographer V	23.41
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.03
15030 - Counter Attendant	7.03
15040 - Dry Cleaner	8.83
15070 - Finisher, Flatwork, Machine	7.03
15090 - Presser, Hand	7.03
15100 - Presser, Machine, Drycleaning	7.03
15130 - Presser, Machine, Shirts	7.03
15160 - Presser, Machine, Wearing Apparel, Laundry	7.03
15190 - Sewing Machine Operator	9.46
15220 - Tailor	10.09
15250 - Washer, Machine	7.69
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.99
19040 - Tool and Die Maker	24.44

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.39
21020 - Material Coordinator	16.28
21030 - Material Expediter	16.28
21040 - Material Handling Laborer	10.95
21050 - Order Filler	11.74
21071 - Forklift Operator	13.81
21080 - Production Line Worker (Food Processing)	12.68
21100 - Shipping/Receiving Clerk	11.78
21130 - Shipping Packer	11.78
21140 - Store Worker I	11.27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.62
21210 - Tools and Parts Attendant	12.68
21400 - Warehouse Specialist	12.68
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.12
23040 - Aircraft Mechanic Helper	12.43
23050 - Aircraft Quality Control Inspector	17.40
23060 - Aircraft Servicer	14.08
23070 - Aircraft Worker	14.90
23100 - Appliance Mechanic	14.94
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	18.10
23130 - Carpenter, Maintenance	14.95
23140 - Carpet Layer	14.17
23160 - Electrician, Maintenance	16.72
23181 - Electronics Technician, Maintenance I	15.03
23182 - Electronics Technician, Maintenance II	22.61
23183 - Electronics Technician, Maintenance III	25.36
23260 - Fabric Worker	13.39
23290 - Fire Alarm System Mechanic	15.64
23310 - Fire Extinguisher Repairer	12.61
23340 - Fuel Distribution System Mechanic	18.88
23370 - General Maintenance Worker	14.08
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.64
23430 - Heavy Equipment Mechanic	15.64
23440 - Heavy Equipment Operator	16.82
23460 - Instrument Mechanic	17.02
23470 - Laborer	9.23
23500 - Locksmith	15.07
23530 - Machinery Maintenance Mechanic	16.70
23550 - Machinist, Maintenance	15.64
23580 - Maintenance Trades Helper	11.98
23640 - Millwright	16.24
23700 - Office Appliance Repairer	14.95
23740 - Painter, Aircraft	14.86
23760 - Painter, Maintenance	14.86
23790 - Pipefitter, Maintenance	18.23
23800 - Plumber, Maintenance	17.52
23820 - Pneudraulic Systems Mechanic	15.64
23850 - Rigger	16.14
23870 - Scale Mechanic	14.17
23890 - Sheet-Metal Worker, Maintenance	17.74
23910 - Small Engine Mechanic	14.08
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	19.93
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	15.64
23965 - Well Driller	17.20
23970 - Woodcraft Worker	15.64

23980 - Woodworker	12.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	7.72
24630 - Homemaker	15.64
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.49
25040 - Sewage Plant Operator	15.27
25070 - Stationary Engineer	19.78
25190 - Ventilation Equipment Tender	11.82
25210 - Water Treatment Plant Operator	14.86
27000 - Protective Service Occupations	
(not set) - Police Officer	18.72
27004 - Alarm Monitor	11.41
27006 - Corrections Officer	17.95
27010 - Court Security Officer	17.95
27040 - Detention Officer	17.95
27070 - Firefighter	17.18
27101 - Guard I	10.07
27102 - Guard II	14.77
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.79
28020 - Hatch Tender	15.20
28030 - Line Handler	15.20
28040 - Stevedore I	16.43
28050 - Stevedore II	18.34
29000 - Technical Occupations	
21150 - Graphic Artist	18.92
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	15.46
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.01
29030 - Cartographic Technician	21.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.02
29040 - Civil Engineering Technician	18.18
29061 - Drafter I	12.17
29062 - Drafter II	14.05
29063 - Drafter III	18.53
29064 - Drafter IV	21.63
29081 - Engineering Technician I	14.93
29082 - Engineering Technician II	18.70
29083 - Engineering Technician III	20.55
29084 - Engineering Technician IV	26.62
29085 - Engineering Technician V	30.72
29086 - Engineering Technician VI	35.25
29090 - Environmental Technician	18.73
29100 - Flight Simulator/Instructor (Pilot)	26.55
29160 - Instructor	19.76
29210 - Laboratory Technician	14.80
29240 - Mathematical Technician	22.75
29361 - Paralegal/Legal Assistant I	15.04
29362 - Paralegal/Legal Assistant II	19.60
29363 - Paralegal/Legal Assistant III	23.97
29364 - Paralegal/Legal Assistant IV	29.01
29390 - Photooptics Technician	21.60
29480 - Technical Writer	20.46
29491 - Unexploded Ordnance (UXO) Technician I	18.66

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29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	22.14
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.24
29622 - Weather Observer, Upper Air (3)	19.24
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.84
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	11.10
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	11.10
31362 - Truckdriver, Medium Truck	12.54
31363 - Truckdriver, Heavy Truck	15.40
31364 - Truckdriver, Tractor-Trailer	15.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.25
99030 - Cashier	7.32
99041 - Carnival Equipment Operator	9.13
99042 - Carnival Equipment Repairer	9.74
99043 - Carnival Worker	7.09
99050 - Desk Clerk	8.41
99095 - Embalmer	18.49
99300 - Lifeguard	9.80
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	9.26
99610 - Sales Clerk	9.83
99620 - School Crossing Guard (Crosswalk Attendant)	7.01
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	19.52
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.74
99660 - Surveying Aide	10.97
99690 - Swimming Pool Operator	12.58
99720 - Vending Machine Attendant	10.45
99730 - Vending Machine Repairer	12.58
99740 - Vending Machine Repairer Helper	10.16

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 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

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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, dying, 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

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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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

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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.