

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 21	
2. CONTRACT NO. F08650-02-D-0002	3. AWARD/EFFECTIVE DATE 03-Oct-2001	4. ORDER NUMBER		5. SOLICITATION NUMBER F08650-01-R-5025	6. SOLICITATION ISSUE DATE 13-Jul-2001	
7. FOR SOLICITATION INFORMATION CALL		a. NAME JANE D. RIEVLEY		b. TELEPHONE NUMBER (No Collect Calls) 321-853-0973	8. OFFER DUE DATE/LOCAL TIME 13-Aug-2001 16:30	
9. ISSUED BY 45 CONS/LGCZL 1201 EDWARD H. WHITE II ST. PATRICK AFB FL 32925-3237 TEL: 321-494-5573 FAX: 321-494-2564		CODE FA2521	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8999 SIZE STANDARD: \$5,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO 45 CONS/LGCZL 1201 EDWARD H. WHITE II ST. PATRICK AFB FL 32925-3237		CODE FA2521	16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ OFFEROR FOLDESI AND ASSOCIATES LLC DENNIS FOLDESI 1705 VEGA AVE MERRITT ISLAND FL 32953-3140 TEL. 321-459-0515		CODE 1UN54	FACILITY CODE	18 a. PAYMENT WILL BE MADE BY DFAS-OR/FPV/AIR FORCE 2500 LEAHY AVE PO BOX 934500 ORLANDO FL 32893-4500		CODE F62400
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT \$93,655.00	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			COPIES	29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30 a. SIGNATURE OF OFFEROR/CONTRACTOR			31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED	31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
			Jane D. Rievley / Contracting Officer		19-Mar-2002	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE	42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

(Conformed through P00008)

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
0001	Stand-By Support (FY02) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance stand-by support in accordance with the Performance Work Statement (see paragraph C-3.1 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	55.00	Hours	\$300.00	\$16,500.00 EST
				MAX NET AMT	<u>\$16,500.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
0002	Surveillance Support Services (FY02) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance support service in accordance with the Performance Work Statement (see paragraph C-3.2 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	45.00	Hours	\$1,475.00	\$66,375.00 EST
				MAX NET AMT	<u>\$66,375.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
0003	Cancellation Support (FY02) FFP - The contractor may charge for Cancellation support only in the event of a cancellation of a scheduled flight with less than 24 hours notice and before placing of aircraft on Stand-By. NSN R499-00-AWS-0000 SIGNAL CODE A	22.00	Each	\$490.00	\$10,780.00 EST
				MAX NET AMT	<u>\$10,780.00</u>

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
1001	Stand-By Support (FY03) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance stand-by support in accordance with the Performance Work Statement (see paragraph C-3.1 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	55.00	Each	\$315.00	\$17,325.00 EST
				MAX NET AMT	<u>\$17,325.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
1002	Surveillance Support Services (FY03) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance support service in accordance with the Performance Work Statement (see paragraph C-3.2 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	45.00	Each	\$1,550.00	\$69,750.00 EST
				MAX NET AMT	<u>\$69,750.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
1003	Cancellation Support (FY03) FFP - The contractor may charge for Cancellation support only in the event of a cancellation of a scheduled flight with less than 24 hours notice and before placing of aircraft on Stand-By. NSN R499-00-AWS-0000 SIGNAL CODE A	22.00	Each	\$515.00	\$11,330.00 EST
				MAX NET AMT	<u>\$11,330.00</u>

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
2001	Stand-By Support (FY04) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance stand-by support in accordance with the Performance Work Statement (see paragraph C-3.1 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	55.00	Each	\$330.00	\$18,150.00 EST
				MAX NET AMT	<u>\$18,150.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
2002	Surveillance Support Services (FY04) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance support service in accordance with the Performance Work Statement (see paragraph C-3.2 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	45.00	Each	\$1,625.00	\$73,125.00 EST
				MAX NET AMT	<u>\$73,125.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
2003	Cancellation Support (FY04) FFP - The contractor may charge for Cancellation support only in the event of a cancellation of a scheduled flight with less than 24 hours notice and before placing of aircraft on Stand-By. NSN R499-00-AWS-0000 SIGNAL CODE A	22.00	Each	\$540.00	\$11,880.00 EST
				MAX NET AMT	<u>\$11,880.00</u>

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
3001	Stand-By Support (FY05) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance Stand-by Support in accordance with the Performance Work Statement (see paragraph C-3.1 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	55.00	Each	\$350.00	\$19,250.00 EST
				MAX NET AMT	<u>\$19,250.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
3002	Surveillance Support Services (FY05) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance support service in accordance with the Performance Work Statement (see paragraph C-3.2 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	45.00	Each	\$1,705.00	\$76,725.00 EST
				MAX NET AMT	<u>\$76,725.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
3003	Cancellation Support (FY05) FFP - The contractor may charge for Cancellation support only in the event of a cancellation of a scheduled flight with less than 24 hours notice and before placing of aircraft on Stand-By. NSN R499-00-AWS-0000 SIGNAL CODE A	22.00	Each	\$570.00	\$12,540.00 EST
				MAX NET AMT	<u>\$12,540.00</u>

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
4001	STAND-BY SUPPORT (FY06) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance Stand-by Support in accordance with the Performance Work Statement (see paragraph C-3.1 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	55.00	Each	\$370.00	\$20,350.00 NTE
				MAX NET AMT	<u>\$20,350.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
4002	Call Up Services (FY06) FFP - The contractor shall provide all labor, material and travel to accomplish airborne weather surveillance support service in accordance with the Performance Work Statement (see paragraph C-3.2 for further clarification). NSN R499-00-AWS-0000 SIGNAL CODE A	45.00	Each	\$1,795.00	\$80,775.00 NTE
				MAX NET AMT	<u>\$80,775.00</u>

ITEM NO	SUPPLIES/SERVICES	EST MAX QUANTITY	UNIT	UNIT PRICE	EST MAX AMOUNT
4003	PRE STAND-BY SUPPORT (FY06) FFP - The contractor may charge for Cancellation support only in the event of a cancellation of a scheduled flight with less than 24 hours notice and before placing of aircraft on Stand-By. NSN R499-00-AWS-0000 SIGNAL CODE A	22.00	Each	\$600.00	\$13,200.00 NTE
				MAX NET AMT	<u>\$13,200.00</u>

SECTION SF 1449 CONTINUATION SHEET

DELIVERY INFORMATION

CLINs	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	01OCT01 to 30SEP02	Hours	55.00	Dest.	FA2521 45 CONS/LGCZL 1201 Edward H. White II St. Patrick AFB FL 32925-3237
0002	01OCT01 to 30SEP02	Hours	45.00	Dest.	Same as CLIN 0001
0003	01OCT01 to 30SEP02	Each	22.00	Dest.	Same as CLIN 0001
1001	01OCT02 to 30SEP03	Hours	55.00	Dest.	Same as CLIN 0001
1002	01OCT02 to 30SEP03	Hours	45.00	Dest.	Same as CLIN 0001
1003	01OCT02 to 30SEP03	Each	22.00	Dest.	Same as CLIN 0001
2001	01OCT03 to 30SEP04	Hours	55.00	Dest.	Same as CLIN 0001
2002	01OCT03 to 30SEP04	Hours	45.00	Dest.	Same as CLIN 0001
2003	01OCT03 to 30SEP04	Each	22.00	Dest.	Same as CLIN 0001
3001	01OCT04 to 30SEP05	Hours	55.00	Dest.	Same as CLIN 0001
3002	01OCT04 to 30SEP05	Hours	45.00	Dest.	Same as CLIN 0001
3003	01OCT04 to 30SEP05	Each	22.00	Dest.	Same as CLIN 0001
4001	01OCT05 to 30SEP06	Hours	55.00	Dest.	Same as CLIN 0001
4002	01OCT05 to 30SEP06	Hours	45.00	Dest.	Same as CLIN 0001
4003	01OCT05 to 30SEP06	Each	22.00	Dest.	Same as CLIN 0001

INSPECTION AND ACCEPTANCE TERMS

Services will be inspected/accepted using a certificate of conformance/invoice. The certificate shall include the following information, to be verified by Air Force Quality Assurance:

1. Invoice Number and Date
2. JON and Mission Numbers
3. Airport/Airports Used
4. Pilot Names
5. Aircraft Identification
6. Contractor's Name and Address
7. Contract Number, CLIN and Delivery Order Number
8. Description, Quantity, Unit of Measure, Unit Price and Extended Price of items delivered
9. Date and Time of Service by CLIN
10. Shipping Number
11. Terms of any Prompt Payment
12. Name and Address of official to who payment is to be sent
13. Name, Title and Phone Number of person to be notified in event of defective invoice
14. Electronic Routing Number

CLAUSES INCORPORATED BY REFERENCE:

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-18	Availability of Funds	APR 1984
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.232-37	Multiple Payment Arrangements	MAY 1999
252.204-7004	Required Central Contractor Registration	MAR 2000

SECTION SF 1449 CONTINUATION SHEET

CLAUSES INCORPORATED BY FULL TEXT:

DELIVERY/TASK ORDER MINIMUM/ESTIMATED MAXIMUM QUANTITY

The minimum quantity for the contract issued shall not be less than the minimum quantity stated in the following table. The estimated maximum quantity for the contract issued is not expected to exceed the maximum quantity stated in the following table.

CLIN			MINIMUM QUANTITY			MAXIMUM QUANTITY		
Basic Year								
0001			2.00			55.00		
0002			2.00			45.00		
0003			0.00			22.00		

Option Year 1			Option Year 2			Option Year 3			Option Year 4								
1001			2.00			55.00			3001			2.00			55.00		
1002			2.00			45.00			3002			2.00			45.00		
1003			0.00			22.00			3003			0.00			22.00		
2001			2.00			55.00			4001			2.00			55.00		
2002			2.00			45.00			4002			2.00			45.00		
2003			0.00			22.00			4003			0.00			22.00		

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 2001)

- (a) Inspection/Acceptance. The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the government-wide commercial purchase card), the contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

SECTION SF 1449 CONTINUATION SHEET

(f) Excusable delays. The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A- 125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The contractor shall indemnify the government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the government that have been delivered to the delivery destinations set forth in this contract. The government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the government makes payment by Electronic Funds Transfer (EFT), see 52.2 12-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the contractor until, and shall pass to the government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable federal, state, and local taxes and duties.

SECTION SF 1449 CONTINUATION SHEET

(l) Termination for the government's convenience. The government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the government using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the government any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The government may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the government, upon request, with adequate assurances of future performance. In the event of termination for cause, the government shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the government for any and all rights and remedies provided by law. If it is determined that the government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the government upon acceptance, regardless of when or where the government takes physical possession.

(o) Warranty. The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the contractor will not be liable to the government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The contractor shall comply with all applicable federal, state and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to government contracts. The contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2001)

(a) The contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

SECTION SF 1449 CONTINUATION SHEET

(b) The contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

<u> X </u>	52.203-6	Restrictions on Subcontractor Sales to the Government, with Alternate 1(41 U.S.C. 253g and 10 U.S.C. 2402).
<u> </u>	52.219-3	Notice of HUBZone Small Business Set-Aside (Jan 1999).
<u> </u>	52.219-4	Notice of Price Evaluation Preference for H7UBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
<u> </u>	52.219-5	Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
<u> </u>		Alternate I to 52.219-5.
<u> X </u>	52.219-8	Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
<u> X </u>	52.219-9	Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
<u> </u>	52.219-14	Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
<u> </u>	52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
<u> </u>		Alternate I of 52.219-23.
<u> </u>	52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
<u> </u>	52.219-26	Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
<u> X </u>	52.222-21	Prohibition of Segregated Facilities (Feb 1999).
<u> X </u>	52.222-26	Equal Opportunity (E.O. 11246).
<u> X </u>	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
<u> X </u>	52.222-36	Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
<u> X </u>	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
<u> </u>	52.222-19	Child Labor--cooperation with Authorities and Remedies (E.O. 13126).
<u> </u>	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
<u> </u>		Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C))
<u> </u>	52.225-1	Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
<u> </u>	52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
<u> </u>		Alternate I of 52.225-3.
<u> </u>		Alternate II of 52.225-3.
<u> </u>	52.225-5	Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
<u> </u>	52.225-13	Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
<u> </u>	52.225-15	Sanctioned European Union Country End Products (E.O. 12849).
<u> </u>	52.225-16	Sanctioned European Union Country Services (E.O.12849).
<u> X </u>	52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
<u> </u>	52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
<u> </u>	52.232-36	Payment by Third Party (31 U.S.C. 3332).
<u> </u>	52.239-1	Privacy or Security Safeguards (5 U.S.C. 552a).
<u> </u>	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

SECTION SF 1449 CONTINUATION SHEET

(c) The contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

<u> X </u>	52.222-41	Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).
<u> X </u>	52.222-42	Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).
<u> X </u>	52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
<u> </u>	52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41U.S.C. 351, et seq.).
<u> </u>	52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the contractor's directly pertinent records involving transactions related to this contract.

(2) The contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-4 1, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

SECTION SF 1449 CONTINUATION SHEET

52.216-18 ORDERING (OCT 1995)

- (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 1 Oct 01 through 30 Sep 06.
- (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.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the government requires supplies or services covered by this contract in an amount of less than 2 hours, 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 12 hours;
 - (2) Any order for a combination of items in excess of 35 hours; or
 - (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.2 16-21 of the Federal Acquisition Regulation (FAR)), 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) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, 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 3 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)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The contractor shall furnish to the government, when and if ordered, the supplies or services specified in the schedule up to and including the quantity designated in the schedule as the "maximum". The government shall order at least the quantity of supplies or services designated in the schedule as the minimum
- (c) Except for any limitations on quantities in the order limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) 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 30 Sep 2006.

(End of clause)

SECTION SF 1449 CONTINUATION SHEET

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The government may require continued performance of any services within the limits and at the rates specified in 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 30 days prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The government may extend the term of this contract by written notice to the contractor within 30 days prior to expiration of the contract provided that the government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

ENHANCED SUBCONTRACTING SMALL BUSINESS REQUIREMENT

The contractor shall report actual achievement of subcontracting results using the Standard Form (SF) 294 required by 52.219-9. Because the SF 294 is set up to calculate small business subcontracting as a percentage of total subcontracting, the contractor shall include an addendum which shows small business subcontracting as a percentage of the total annual contract dollars. Also, the addendum to the SF 294 shall separately show dollars subcontracted to SDBs under Standard Industrial Classification Major Groups determined by the Dept of Commerce under the FAR 19.12 SDB Participation program versus dollars subcontracted to SDBs under SICs not included in that program.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<u> X </u>	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
<u> </u>	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304)
<u> X </u>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
<u> </u>	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582)
<u> </u>	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note)
<u> X </u>	252.225-7012	Preference for Certain Domestic Commodities
<u> </u>	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note)
<u> </u>	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
<u> </u>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
<u> </u>		Alternate I to Section 8064 of Pub. L. 106-259
<u> </u>	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<u> </u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

SECTION SF 1449 CONTINUATION SHEET

_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
_____	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program
_____		Alternate I to 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
_____	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
_____	X 252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
_____	X 252.247-7023	Transportation of Supplies by Sea
_____		Alternate I
_____		Alternate II to 10 U.S.C. 2631
_____	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

U.S. Department of Labor Wage Determination No.: 1995-0222, Revision 10 dated 05/31/2001 is hereby incorporated in full text.

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1995-0222
Revision No.: 14
Date of Last Revision: 08/22/2002

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

** Fringe Benefits Required Follow the Occupational Listing **

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
	Aerial Photographer	10.70
	First Officer (Co-Pilot)	19.52
31010	Airplane Pilot	21.45

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE 00-9.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$0.99 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.15. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive 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 mine date or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial air p lane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane: monitoring flight and engine instruments: and maintaining air-to-ground communications.

**PERFORMANCE WORK STATEMENT
AIRBORNE WEATHER SURVEILLANCE**

SECTION C-1, GENERAL INFORMATION

This work statement identifies the real-time airborne day and night weather surveillance support of the airspace in the vicinity of Cape Canaveral Air Force Station (CCAFS), Florida during scheduled launch operations from the Eastern Range (ER), which is a national range managed by the Air Force for the Department of Defense (DOD) that supports ballistic/space launch programs and aircraft testing at CCAFS. The support requires real-time observation and reporting of weather phenomena and parameters to help the Launch Weather Team (LWT) determine the likelihood of natural and/or triggered lightning. The frequency of thunderstorms (natural lightning) varies greatly between summer and winter months. However, triggered lightning (lightning caused by the launch vehicle itself) remains a concern year round. Weather launch commit criteria (LCC) have been established to reduce the risk of harm to launch vehicles from natural and triggered lightning. The contractor will provide direct observation and interpretation of real-time weather conditions in and around the ER to help the LWT evaluate meteorological phenomena associated with the LCC.

SECTION C-2, CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C-2.1 PROPERTY

The contractor shall provide an aircraft able to operate under all weather conditions at day or night to an altitude of 40,000 feet (service ceiling) with a minimum rate of climb of 3300 feet per minute, measure and monitor outside air temperature and winds, and fly through icing and moderate turbulence. The contractor must be able to provide the accurate position of the aircraft in flight and communicate continuously with the Range Weather Operations (RWO) and the airspace controlling agency simultaneously. A list of aircraft to be used, including tail number(s), and copies of applicable FAA certifications shall be submitted.

C-2.2 SERVICES

The contractor must provide commercial pilots who have current licenses (night and IFR), available to receive training provided by the 45th Weather Squadron. For each air crew member not previously approved by the Contracting Officer, the contractor shall submit the name, address, social security number, date of birth, citizenship, and picture identification to the Contracting Officer at least five working days prior to the date the contractor proposes using the crew member. The information provided by the contractor will be protected according to the Privacy Act of 1974. The Contracting Officer must approve the proposed crew member before the member is eligible to support a launch. No unapproved passengers will be allowed to board the aircraft.

SECTION C-3, AIRBORNE WEATHER SURVEILLANCE TASKS

C-3.1 STAND-BY SUPPORT

For all launches from CCAFS (government and commercial), the contractor will place an aircraft on standby, not later than 3 hours prior to the beginning of the launch window, able to be airborne within 15 minutes of call-up by the government and within 35 miles driving distance from CCAFS for access as necessary by government representatives. Prior to takeoff government representatives shall personally inspect the aircraft and verify the aircrew with previously provided picture identification/ credentials. The contractor shall not take off until approved by the government representatives. Failure to get this approval prior to takeoff could result in the aircraft being denied access to restricted airspace. All necessary launch notifications will follow procedures established by the 45th Space Wing (45 SW) (see attachment). Benign weather conditions during a launch attempt may not require airborne surveillance, therefore the contractor may or may not be called upon to support an operation while standing by. Should weather aircraft support not be required, the government will release the aircraft. If not called up, the amount of time the aircraft can spend on stand-by varies from about 3 to 7 hours depending on the length of the launch window, which typically runs from 1 second to 4 hours.

C-3.2 AIRBORNE WEATHER SURVEILLANCE SUPPORT

If called upon to provide support by the LWT, the weather aircraft will arrive on station (airborne) with the ability to perform surveillance duties for up to three continuous hours. The pilot must follow procedures established by the 45 SW for operating an aircraft in the restricted airspace (see attachment). The contractor will be in continuous radio communication with the RWO (frequency to be provided at a later date) and provide reliable data to include, but not be limited to: cloud base/height/thickness/location, temperature, wind, turbulence, status of precipitation, and lightning observations. Night vision capability will be required to make visual observations of cloud conditions at night. In instances when an extended hold is encountered, the contractor may be required to provide additional weather surveillance throughout the entire launch window. Operations requiring airborne weather surveillance may be advanced or delayed due to weather and/or other factors. As a consequence, a single launch operation may require one or more attempts. The contractor must be able to support each launch attempt. Launch attempts are typically separated by a minimum of 24 hours. Since the requirement for airborne weather surveillance depends on the launch schedule and weather conditions, the number of operations may vary from month to month and year to year.

C-3.3 CANCELLATION SUPPORT

A cancellation of a scheduled flight with less than 24 hours notice and before placing aircraft on standby.

C-3.4 COMPLIANCE DOCUMENTS

Title	Date	Tailored Application
Federal Aviation Regulations	Latest Revision	Part 91 or 135, as applicable
AFI 10-1001, Civil Aircraft Landing Permits	Latest Revision	All parts
45 SWI 13-201, Control of Test Support Aircraft on the Eastern Range	Latest Revision	All parts
EWR 127-1, Range Safety	Latest Revision	All parts
AFI 37-131, Freedom of Information Act Program	Latest Revision	Paragraph 26

C-3.5 SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
STAND-BY SUPPORT: Stages on time with appropriate resources	C-3.1	Arrives at the staging area on time, prepared for mission support, 100% of the time.
SURVEILLANCE SUPPORT: Arrives airborne in the specified area of interest on time, with appropriate resources	C-3.2	Arrives within 5 minutes of the specified time 100% of the time.
SURVEILLANCE SUPPORT: Provide accurate and reliable data, to include cloud base/height/thickness/ location, temperature, wind, turbulence, status of precipitation, and lightning observations	C-3.2	Accurate and reliable data provided to the RWO, with 98% accuracy. The remaining 2% correctable during continued discussions with RWO.

Attachment 1
to
Performance Work Statement
Airborne Weather Surveillance

Scheduling Procedures

1. 45th Range Squadron Scheduling Flight (45 RANS/DOUS) will contact the contractor to schedule the weather surveillance support.
2. Approximately 10 days before a scheduled operation, and as any scheduling changes subsequently occur, 45 RANS/DOUS will provide the following information by message:
 - ER operation number
 - Altitude reservation number (ALTRV)
 - Mode III 11FF code
 - Date of scheduled operation
 - Lift-off time (T-time)
 - Mission Support Position (MSP)
 - Launch window (period of time during which the launch can occur --varies from minutes to hours)
 - Launch pad number and coordinates
3. Approximately one day before a scheduled operation, 45 RANS/DOUS will notify the contractor by telephone whether or not ground-based laser operations are planned in conjunction with the launch. If laser operations are planned, 45 RANS/DOUS will also provide written planning information depicting locations and times for prohibited aircraft operations.
4. Approximately one day before a scheduled operation, and as any changes subsequently occur, the contractor will provide 45 RANS/DOUS the following information by telephone:
 - Type of aircraft
 - Aircraft tail number
 - Supportable hours on station
 - Contractor POC and phone number

Flight Procedures

1. The contractor must file an IFR flight plan with a Flight Service Station (FSS) which should contain, as a minimum, the ALTRV of the operation, and an assigned Mode III 11FF code.
2. After the aircraft is on standby and not later than L-2.5 hours, the pilot will call the LWT via telephone and receive a mission objectives briefing, to include the area of interest. The LWT will make a determination of the need for weather aircraft, and call the contractor prior to launch to tell them to take off. The aircraft must arrive at the specified time at the area of interest as directed by the LWT. If and when directed into the Range airspace by the Aeronautical Control Officer (ACO), the aircraft must approach the Range at an altitude of 15,000 ft or higher. Before the aircraft initially flies onto the Range, the pilot will contact the ACO (call sign: "Cape Control") on the radio (frequency to be provided at a later date). The ACO will obtain and pass approval of entry into restricted airspace to the pilot. The aircraft will then proceed to the area of interest, as directed by the LWT, to perform the airborne weather surveillance mission. When the LWT no longer requires airborne weather surveillance, the LWT will contact the ACO to direct the aircraft to fly immediately to its MSP, thereby clearing the launch danger area (usually, the MSP is a point west of the Indian River). The ACO will provide the terminal count to the pilot while the aircraft is at the MSP. The aircraft shall remain at its MSP until otherwise directed. Should an extended hold be encountered, the LWT may require additional weather surveillance of the launch corridor. Once there has been a nominal launch, the ACO, with approval from the LWT, will release the aircraft to return to home station.