

1. CONTRACT (Proc. Inst. Ident.) NO. DTFAC-05-D-00005
 2. EFFECTIVE DATE 11/01/2004
 3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

4. ISSUED BY CODE AMQ0310-ARC
 AMQ-310 CONTRACTING TEAM
 FAA AERONAUTICAL CENTER
 PO BOX 25082
 MPB ROOM 380
 OKLAHOMA CITY OK 73125

5. ADMINISTERED BY (If other than Item 4) CODE AMQ340-ARC
 AMQ-340 CONTRACT MANAGEMENT TEAM
 FAA AERONAUTICAL CENTER
 PO BOX 25082
 MPB ROOM 369
 OKLAHOMA CITY OK 73125

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
 AMC SYSTEMS INC
 1000 W WILSHIRE BLVD
 STE 365
 OKLAHOMA CITY OK 73116-7034

7. DELIVERY
 FOB ORIGIN OTHER (See below)

8. DISCOUNT FOR PROMPT PAYMENT

9. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM
Block 11

10. SHIP TO/MARK FOR CODE FACILITY CODE

11. PAYMENT WILL BE MADE BY CODE FAA AC ACCTG OFC
 FAA AC ACCTG OFC
 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

15. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1a-5a	X	I	CONTRACT CLAUSES	31-36
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2-11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	12-17	X	J	LIST OF ATTACHMENTS	36
X	D	PACKAGING AND MARKING	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	Incorp
X	F	DELIVERIES OR PERFORMANCE	17-18	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	by
X	G	CONTRACT ADMINISTRATION DATA	18-19	X	M	EVALUATION FACTORS FOR AWARD	Ref
X	H	SPECIAL CONTRACT REQUIREMENTS	20-31				

CONTRACTING OFFICER WILL COMPLETE ITEM 16 OR 17 AS APPLICABLE

16. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such 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 DTFAC-04-R-31094 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
 Brent D. Foreman

18B. NAME OF CONTRACTOR
 19B. CONTRACT AUTHORITY
 BY *[Signature]* 6 Oct 04
 BY *[Signature]*
 (Signature of person authorized to sign) (Signature of the Contracting Officer)

18C. DATE SIGNED
 19C. DATE SIGNED
 10/06/2004

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-05-D-00005

PAGE OF
2 a

NAME OF OFFEROR OR CONTRACTOR
AMC SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Awarded in Accordance with Solicitation DTFAAC-04-R-31094 with Amendment A001 and A002. Part 1-Schedule B</p> <p>B.1a The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to personnel and when required, space, materials, equipment and supplies to provide Administrative Support Services'' in accordance with the terms, conditions and provisions set forth herein and in the attached Statement of Work (SOW) Section L, Attachment 1. The contractor shall be paid for services performed in accordance with the following price schedule.</p> <p>DISTR: TS FOB: Destination Period of Performance: 11/01/2004 to 10/31/2009</p>				
0001	<p>LABOR--Base Year --(estimated base year labor cost) \$7,830,060.00 Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Table of labor rates shown below (see page 2 Section B): ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$7,830,060.00 Est. Max. Amt:</p>			\$0.00	
0002	<p>SUPERVISION--BASE YEAR--Supervisory labor shall be invoiced on a monthly basis. Contractor's invoice 's shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$391,622.80 Est. Max. Amt:</p>			\$0.00	
0003	<p>Travel and Per Diem--Base Year In accordance with Section H, H.7 Travel Cost ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,000.00 Est. Max. Amt:</p>			\$0.00	
0004	<p>Phase-Out--Base Year In accordance with SOW Paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period. ISO9000: N Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-05-D-00005

PAGE OF
3 2

NAME OF OFFEROR OR CONTRACTOR
AMC SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$0.00 Est. Max. Amt:				\$0.00
0005	LABOR --1st Option Period--Est. \$6,345,790.75 Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Table of labor rates shown below (see page 2 Section B): ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$6,345,790.75 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0006	SUPERVISION--1st Option Year--Supervisory labor shall be invoiced on a monthly basis. Contractor's invoice 's shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$322,532.80 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0007	Travel and Per Diem--1st Option Year In accordance with Section H, H.7 Travel Cost ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,000.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0008	Phase-Out--1st Option Year In accordance with SOW Paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period. ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$0.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0009	LABOR --2nd Option Period--Est. \$4,908,998.49 Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-05-D-00005

PAGE OF
42

NAME OF OFFEROR OR CONTRACTOR
AMC SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Table of labor rates shown below (see page 2 Section B): ISO9000: N Amount: \$0.00 (Option Line Item)				
0010	SUPERVISION--2nd Option Year--Supervisory labor shall be invoiced on a monthly basis. Contractor's invoice 's shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$250,190.40 Est. Max. Amt: Amount: \$0.00 (Option Line Item)			\$0.00	
0011	Travel and Per Diem--2nd Option Year In accordance with Section H, H.7 Travel Cost ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,000.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)			\$0.00	
0012	Phase-Out--2nd Option Year In accordance with SOW Paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period. ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$0.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)			\$0.00	
0013	LABOR --3rd Option Period--Est. \$5,033,644.71 Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Table of labor rates shown below (see page 2 Section B): ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,033,644.71 Est. Max. Amt: Amount: \$0.00 (Option Line Item)			\$0.00	
0014	SUPERVISION--3rd Option Year--Supervisory labor shall be invoiced on a monthly basis. Contractor's invoice 's shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-05-D-00005

PAGE OF
52

NAME OF OFFEROR OR CONTRACTOR
AMC SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$257,090.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0015	Travel and Per Diem--3rd Option Year In accordance with Section H, H.7 Travel Cost ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,000.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0016	Phase-Out--3rd Option Year In accordance with SOW Paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period. ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$0.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0017	LABOR --4th Option Period--Est. \$5,165,590.97 Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Table of labor rates shown below (see page 2 Section B): ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,165,590.97 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0018	SUPERVISION--4th Option Year--Supervisory labor shall be invoiced on a monthly basis. Contractor's invoice 's shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$264,158.80 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				\$0.00
0019	Travel and Per Diem--4th Option Year In accordance with Section H, H.7 Travel Cost ISO9000: N Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-05-D-00005

PAGE OF
62

NAME OF OFFEROR OR CONTRACTOR
AMC SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0020	Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$5,000.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item) Phase-Out--4th Option Year In accordance with SOW Paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period. ISO9000: N Award Type: Requirements Est. Qty: N/A Est. Max. Qty: N/A Est. Amt: \$0.00 Est. Max. Amt: Amount: \$0.00 (Option Line Item)				

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

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Administrative support services in accordance with the terms, conditions and provisions set forth herein and in the attached Statement of Work (SOW) Section L, Attachment 1. The contractor shall be paid for services performed in accordance with the following price schedule:

BASE CONTRACT YEAR
November 1, 2004 through October 31, 2005

CLIN	Labor Category	Estimated Annual Requirement	Unit	UNIT PRICE	Estimated Annual Amount
1.0	LABOR (estimated base year labor cost) Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Table of labor rates shown below: (insert total below)				<u>\$7,830,060.00</u>

SCHEDULE OF LABOR RATES BASE YEAR—(November 1, 2004 through October 31, 2005)

Labor Category	Estimated Annual Requirements	Hourly Composite Base Rate	Est Amount
General Clerk I Reg Hrs	7,680	Hr <u>\$15.97</u>	<u>\$122,649.60</u>
General Clerk I--1.Overtime % 1.2868 X base = OT Hr rate @ \$20.55			
General Clerk II Regular Hrs	7,680	Hr <u>\$17.02</u>	<u>\$130,713.60</u>
General Clerk II--1.Overtime % 1.2932 X base = OT Hr rate @ \$22.01			
General Clerk III Regular Hrs	15,360	Hr <u>\$20.67</u>	<u>\$317,491.20</u>
General Clerk III--1.Overtime % 1.3101 X base = OT Hr rate @ \$27.08			
Payroll Tech III Regular Hrs	192,000	Hr <u>\$22.38</u>	<u>\$4,296,960.00</u>
Payroll Tech III--1.Overtime % 1.3155 X base = OT Hr rate @ \$29.44			
Acting Clerk III Regular Hrs	38,000	Hr <u>\$22.38</u>	<u>\$ 850,440.00</u>
Acting Clerk III--1.Overtime % 1.3155 X base = OT Hr rate @ \$29.44			
Acting Clerk IV Regular Hrs	38,000	Hr <u>\$28.71</u>	<u>\$1,090,980.00</u>
Acting Clerk IV--1.Overtime % 1.3323 X base = OT Hr rate @ \$38.25			
Accountant I Regular Hrs	15,360	Hr <u>\$30.51</u>	<u>\$468,633.60</u>
Accountant I--1.Overtime % 1.0 X base = OT Hr rate @ \$30.51			
Accountant II Regular Hrs	15,360	Hr <u>\$35.95</u>	<u>\$552,192.00</u>
Accountant II--1.Overtime % 1.0 X base = OT Hr rate @ \$35.95			
Total estimated hours for Base Year (includes TSA requirements)		329,440	Base year total <u>\$7,830,060.00</u> (estimated)

CONTINUATION
SCHEDULE B (1)--BASE YEAR

BASE YEAR
November 1, 2004 through October 31, 2005

2.0 SUPERVISION \$391,622.80
Supervisory Labor shall be invoiced on a monthly basis.
Contractor's invoice shall show a total dollar
amount due for the month. The invoice detail shall support
the monthly amount due based on hours used based on the
Schedule of labor rates shown below:

SCHEDULE OF SUPERVISORY LABOR RATES BASE YEAR—(November 1, 2004 through October 31, 2005)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
Functional Lead Premium Rate (FLPR) 0.10%** IAW Section C., C.2, "Definitions" <i>NOTE--Actual rate that FLPR is applied to will be the individual rate Table shown above for each labor category.</i>	Est Number Hours 1,144			
Task Supervisor (full time) I (Regular Hrs)* In accordance with Definitions In Section C.	Est 5,640	Hr	\$41.39	\$233,439.60
Task Supervisor (full time) II (Regular Hrs)* In accordance with Definitions In Section C.	Est 3,760	Hr	\$42.07	\$158,183.20
3.0 TRAVEL AND PER DIEM IAW Section H, Clause H.7 TRAVEL COSTS				\$5,000.00 (not-to-exceed)
4.0 PHASE-OUT In accordance with SOW paragraph C.1.5 and H.9. Only applicable if contract is not extended IAW Section I, Extension of Contract Period.	1	each		\$ 0.00

* NOTE--CONTRACTOR SHALL FILL-IN the estimated number of supervisory hours based on their own supervisory plan. Plans that do not provide realistic and adequate supervision may be determined unacceptable.

**Evaluation of Functional Lead Premium Rate (FLPR) will be based on the average hourly rate, and the offerors percentage rate from Schedule B and the vendors estimated number of supervisory hours. Payment shall be based on actual hours worked with the supervisory premium rate applied which may be different.

B.1(b) Continued--

SCHEDULE OF RATES
1ST OPTION YEAR
(November 1, 2005 through October 31, 2006)

CLIN	Labor Category	Estimated Annual Requirement	Unit	UNIT PRICE	Estimated Annual Amount
5.0	LABOR				\$6,345,790.75
	Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below: (insert total below)				

SCHEDULE OF LABOR 1st Option Year (November 1, 2005 through October 31, 2006)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
General Clerk I Reg Hrs	3,840	Hr	<u>\$16.34</u>	<u>\$62,745.60</u>
General Clerk I--1.Overtime % 1.2882 X base = OT Hr rate @ \$21.05				
General Clerk II Regular Hrs	3,840	Hr	<u>\$17.42</u>	<u>\$66,892.80</u>
General Clerk II--1.Overtime % 1.2962 X base = OT Hr rate @ \$22.58				
General Clerk III Regular Hrs	7,680	Hr	<u>\$21.21</u>	<u>\$162,892.80</u>
General Clerk III--1.Overtime % 1.3107 X base = OT Hr rate @ \$27.80				
Payroll Tech III Regular Hrs	115,077	Hr	<u>\$22.95</u>	<u>\$2,641,017.15</u>
Payroll Tech III--1.Overtime % 1.3172 X base = OT Hr rate @ \$30.23				
Acting Clerk III Regular Hrs	50,266	Hr	<u>\$22.95</u>	<u>\$1,153,604.70</u>
Acting Clerk III--1.Overtime % 1.3172 X base = OT Hr rate @ \$30.23				
Acting Clerk IV Regular Hrs	50,266	Hr	<u>\$29.45</u>	<u>\$1,480,333.70</u>
Acting Clerk IV--1.Overtime % 1.3341 X base = OT Hr rate @ \$39.29				
Accountant I Regular Hrs	13,040	Hr	<u>\$31.35</u>	<u>\$408,804.00</u>
Accountant I--1.Overtime % 1.0 X base = OT Hr rate @ \$31.35				
Accountant II Regular Hrs	10,000	Hr	<u>\$36.95</u>	<u>\$369,500.00</u>
Accountant II--1.Overtime % 1.0 X base = OT Hr rate @ \$36.95				
Total estimated hours 254,009			year total <u>\$6,345,790.75</u>	
for Base Year (1/2 year TSA requirements)				
(estimated)				

CONTINUATION
SCHEDULE B (1)-- 1st Option Year

1st Option Year
November 1, 2005 through October 31, 2006

6.0 SUPERVISION \$322,532.80
Supervisory Labor shall be invoiced on a monthly basis.
Contractor's invoice shall show a total dollar
amount due for the month. The invoice detail shall support
the monthly amount due based on hours used based on the
Schedule of labor rates shown below:

SCHEDULE OF SUPERVISORY LABOR RATES 1st Option Year--(November 1, 2004 through October 31, 2005)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
Functional Lead Premium Rate (FLPR) 10%** IAW Section C., C.2, "Definitions" <i>NOTE--Actual rate that FLPR is applied to will be the individual rate Table shown above for each labor category.</i>	Est hours -936			
Task Supervisor (full time) I (Regular Hrs)* In accordance with Definitions In Section C.	Est-3,760	Hr	<u>\$42.55</u>	<u>\$159,988.00</u>
Task Supervisor (full time) II (Regular Hrs)* In accordance with Definitions In Section C.	Est-3,760.	Hr	<u>\$43.23</u>	<u>\$162,544.80</u>
7.0 TRAVEL AND PER DIEM IAW Section H, Clause H.7 TRAVEL COSTS				\$5,000.00 (not-to-exceed)
8.0 PHASE-OUT In accordance with SOW paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period.	1	each		\$ <u>0.00</u>

* NOTE--CONTRACTOR SHALL FILL-IN the estimated number of supervisory hours that their own
supervisory plan requires.

**Evaluation of Functional Lead Premium Rate (FLPR) will be based on the average hourly rate,
and the offerors percentage rate from Schedule B and the vendors estimated number of
supervisory hours. Payment shall be based on actual hours worked with the supervisory premium
rate applied which may be different.

B.1(b) Continued
2nd Option Year

SCHEDULE OF RATES 2ND OPTION YEAR
(November 1, 2006 through October 31, 2007)

CLIN	Labor Category	Estimated Annual Requirement	UNIT	PRICE	Estimated Annual Amount
9.0	LABOR				<u>\$4,908,998.49</u>
	Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: (insert total below)				

SCHEDULE OF LABOR RATES 2ND OPTION YEAR—(November 1, 2006 through October 31, 2007)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
General Clerk I Reg Hrs	1	Hr	<u>\$16.78</u>	<u>\$16.78</u>
General Clerk I--1.Overtime % 1.2914 X base = OT Hr rate @ \$21.67				
General Clerk II Regular Hrs	1	Hr	<u>\$17.91</u>	<u>\$17.91</u>
General Clerk II--1.Overtime % 1.2982 X base = OT Hr rate @ \$23.25				
General Clerk III Regular Hrs	1	Hr	<u>\$21.80</u>	<u>\$21.80</u>
General Clerk III--1.Overtime % 1.3151 X base = OT Hr rate @ \$28.67				
Payroll Tech III Regular Hrs	87,000	Hr	<u>\$23.63</u>	<u>\$2,055,810.00</u>
Payroll Tech III--1.Overtime % 1.3187 X base = OT Hr rate @ \$31.16				
Accting Clerk III Regular Hrs	38,000	Hr	<u>\$23.63</u>	<u>\$897,940.00</u>
Accting Clerk III--1.Overtime % 1.3187 X base = OT Hr rate @ \$31.16				
Accting Clerk IV Regular Hrs	38,000	Hr	<u>\$30.35</u>	<u>\$1,153,300.00</u>
Accting Clerk IV--1.Overtime % 1.3361 X base = OT Hr rate @ \$40.55				
Accountant I Regular Hrs	13,040	Hr	<u>\$32.30</u>	<u>\$421,192.00</u>
Accountant I--1.Overtime % 1.00 X base = OT Hr rate @ \$32.30				
Accountant II Regular Hrs	10,000	Hr	<u>\$38.07</u>	<u>\$380,700.00</u>
Accountant II--1.Overtime % 1.00 X base = OT Hr rate @ \$38.07				
Total estimated hours			186,043	year total <u>\$4,908,998.49</u>
No longer includes TSA requirements				(estimated)

CONTINUATION
SCHEDULE B (1) --Second Option Year

2nd Option Year
November 1, 2006 through October 31, 2007

10.0 SUPERVISION \$250,190.40
Supervisory Labor shall be invoiced on a monthly basis.
Contractor's invoice shall show a total dollar
amount due for the month. The invoice detail shall support
the monthly amount due based on hours used based on the
Schedule of labor rates shown below:

SCHEDULE OF SUPERVISORY LABOR RATES BASE YEAR—(November 1, 2006 through October 31, 2007)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
Functional Lead Premium Rate (FLPR) 10%** IAW Section C., C.2, "Definitions" <i>NOTE--Actual rate that FLPR is applied to will be the individual rate Table shown above for each labor category.</i>	Est Number of Hour --728			
Task Supervisor (full time) I (Regular Hrs)* In accordance with Definitions In Section C.	Est 1,880	Hr	\$43.88	<u>\$82,494.40</u>
Task Supervisor (full time) II (Regular Hrs)* In accordance with Definitions In Section C.	Est 3,760	Hr	<u>\$44.60</u>	<u>\$167,696.00</u>
11.0 TRAVEL AND PER DIEM IAW Section H, Clause H.7 TRAVEL COSTS.				\$5,000.00 (not-to-exceed)
12.0 PHASE-OUT In accordance with SOW paragraph C.1.5 and H.9. Only applicable if contract is not extended IAW Section I, Extension of Contract Period.	1	each		<u>\$ 0.00</u>

* NOTE--CONTRACTOR SHALL FILL-IN the estimated number of supervisory hours that their own supervisory plan requires.
 **Evaluation of Functional Lead Premium Rate (FLPR) will be based on the average hourly rate, and the offerors percentage rate from Schedule B and the vendors estimated number of supervisory hours. Payment shall be based on actual hours worked with the supervisory premium rate applied which may be different.

B.1(b) Continued

SCHEDULE OF RATES
3RD OPTION YEAR
(November 1, 2007 through October 31, 2008)

CLIN	Labor Category	Estimated Annual Requirement	Unit	UNIT PRICE	Estimated Annual Amount
13.0	LABOR				<u>\$5,033,644.71</u>

Labor shall be invoiced on a monthly basis.
Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: (insert total below)

SCHEDULE OF LABOR RATES
3rd Option Year—
(November 1, 2007 through October 31, 2008)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
General Clerk I Reg Hrs	1	Hr	<u>\$17.18</u>	<u>\$17.18</u>
General Clerk I--1.Overtime % 1.2945 X base = OT Hr rate @ \$22.24				
General Clerk II Regular Hrs	1	Hr	<u>\$18.35</u>	<u>\$18.35</u>
General Clerk II--1.Overtime %1.2997 X base = OT Hr rate @ \$23.85				
General Clerk III Regular Hrs	1	Hr	<u>\$22.38</u>	<u>\$22.38</u>
General Clerk III--1.Overtime % 1.3159 X base = OT Hr rate @ \$29.45				
Payroll Tech III Regular Hrs	87,000	Hr	<u>\$24.21</u>	<u>\$2,106,270.00</u>
Payroll Tech III--1.Overtime % 1.3214 X base = OT Hr rate @ \$31.99				
Accting Clerk III Regular Hrs	38,000	Hr	<u>\$24.21</u>	<u>\$919,980.00</u>
Accting Clerk III--1.Overtime % 1.3214 X base = OT Hr rate @ \$31.99				
Accting Clerk IV Regular Hrs	38,000	Hr	<u>\$31.15</u>	<u>\$1,183,700.00</u>
Accting Clerk IV--1.Overtime % 1.3377 X base = OT Hr rate@ \$41.67				
Accountant I Regular Hrs	13,040	Hr	<u>\$33.17</u>	<u>\$432,536.80</u>
Accountant I--1.Overtime % 1.00 X base = OT Hr rate @ \$33.17				
Accountant II Regular Hrs	10,000	Hr	<u>\$39.11</u>	<u>\$391,100.00</u>
Accountant II--1.Overtime % 1.00 X base = OT Hr rate @ \$39.11				
Total estimated hours		186,043	year total <u>\$5,033,644.71</u> (estimated)	

CONTINUATION
SCHEDULE B (1) Third Option Year

3rd Option Year
November 1, 2007 through October 31, 2008

14.0 SUPERVISION \$257,090.00
Supervisory Labor shall be invoiced on a monthly basis.
Contractor's invoice shall show a total dollar
amount due for the month. The invoice detail shall support
the monthly amount due based on hours used based on the
Schedule of labor rates shown below:

SCHEDULE OF SUPERVISORY LABOR RATES BASE YEAR—(November 1, 2007 through October 31, 2008)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
Functional Lead Premium Rate (FLPR) 10%**Est Number Hours 728 IAW Section C., C.2, "Definitions" <i>NOTE--Actual rate that FLPR is applied to will be the individual rate Table shown above for each labor category.</i>				
Task Supervisor (full time) I In accordance with Definitions In Section C.	(Regular Hrs)* Est 1,880	Hr	\$45.09	\$84,769.20
Task Supervisor (full time) II In accordance with Definitions In Section C.	(Regular Hrs)* Est 3,760	Hr	\$45.83	\$172,320.80
15.0 TRAVEL AND PER DIEM IAW Section H, Clause H.7 Travel Clause				\$5,000.00 (not-to-exceed)
16.0 PHASE-OUT In accordance with SOW paragraph C.1.5 and H.9 Only applicable if contract is not extended IAW Section I, Extension of Contract Period.	1	each		\$ 0.00

* NOTE--CONTRACTOR SHALL FILL-IN the estimated number of supervisory hours that their own supervisory plan requires.
**Evaluation of Functional Lead Premium Rate (FLPR) will be based on the average hourly rate, and the offerors percentage rate from Schedule B and the vendors estimated number of supervisory hours. Payment shall be based on actual hours worked with the supervisory premium rate applied which may be different.

B.1(b) Continued

SCHEDULE OF RATES
4th OPTION YEAR
(November 1, 2008 through October 31, 2009)

CLIN	Labor Category	Estimated Annual Requirement	Unit	UNIT PRICE	Estimated Annual Amount
17.0	LABOR				\$5,165,590.97
	Labor shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount due for the month. The invoice detail shall support the monthly amount due based on hours used based on the Schedule of labor rates shown below: (insert total below)				

SCHEDULE OF LABOR RATES BASE YEAR—(November 1, 2008 through October 31, 2009)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
General Clerk I Reg Hrs	1	Hr	\$17.61	\$17.61
General Clerk I--1.Overtime % 1.2959 X base = OT Hr rate @ \$22.82				
General Clerk II Regular Hrs	1	Hr	\$18.80	\$18.80
General Clerk II--1.Overtime % 1.3032 X base = OT Hr rate @ \$24.50				
General Clerk III Regular Hrs	1	Hr	\$22.96	\$22.96
General Clerk III--1.Overtime % 1.3175 X base = OT Hr rate @ \$30.25				
Payroll Tech III Regular Hrs	87,000	Hr	\$24.83	\$2,160,210.00
Payroll Tech III--1.Overtime % 1.325 X base = OT Hr rate @ \$32.90				
Accting Clerk III Regular Hrs	38,000	Hr	\$24.83	\$943,540.00
Accting Clerk III--1.Overtime % 1.325X base = OT Hr rate @ \$32.90				
Accting Clerk IV Regular Hrs	38,000	Hr	\$32.00	\$1,216,000.00
Accting Clerk IV--1.Overtime %1.3384 X base = OT Hr rate@ \$42.83				
Accountant I Regular Hrs	13,040	Hr	\$34.04	\$443,881.60
Accountant I--1.Overtime % 1.00 X base = OT Hr rate @ \$34.04				
Accountant II Regular Hrs	10,000	Hr	\$40.19	\$401,900.00
Accountant II--1.Overtime % 1.00 X base = OT Hr rate @ \$40.19				
Total estimated hours	187,043		year total	\$5,165,590.97 (estimated)

CONTINUATION
SCHEDULE B (1)--Fourth Option Year

4th Option Year
November 1, 2008 through October 31, 2009

18.0 SUPERVISION \$264,158.80
Supervisory Labor shall be invoiced on a monthly basis.
Contractor's invoice shall show a total dollar
amount due for the month. The invoice detail shall support
the monthly amount due based on hours used based on the
Schedule of labor rates shown below:

SCHEDULE OF SUPERVISORY LABOR RATES BASE YEAR—(November 1, 2008 through October 31, 2009)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
Functional Lead Premium Rate (FLPR) 10%**Est Number Hours 728				
IAW Section C., C.2, "Definitions"				
<i>NOTE--Actual rate that FLPR is applied to will be the individual rate Table shown above for each labor category.</i>				
Task Supervisor (full time) I In accordance with Definitions In Section C.	(Regular Hrs)* Est 1,880	Hr	\$46.33	\$87,100.40
Task Supervisor (full time) II In accordance with Definitions In Section C.	(Regular Hrs)* Est 3,760	Hr	\$47.09	\$177,058.40
19.0 TRAVEL AND PER DIEM IAW Section H, Clause H.7 Travel Clause				\$5,000.00 (not-to-exceed)
20.0 PHASE-OUT In accordance with SOW paragraph C.1.5 and H.9. Only applicable if contract is not extended IAW Section I, Extension of Contract Period.	1	each		\$ 0.00

* NOTE--CONTRACTOR SHALL FILL-IN the estimated number of supervisory hours that their own supervisory plan requires.
**Evaluation of Functional Lead Premium Rate (FLPR) will be based on the average hourly rate, and the offerors percentage rate from Schedule B and the vendors estimated number of supervisory hours. Payment shall be based on actual hours worked with the supervisory premium rate applied which may be different.

PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 GENERAL

(a) The contractor shall furnish all personnel, management, supervision and subcontract items or services as necessary to perform various financial support services as stated in specific performance work statements for individual task orders. These orders, which will incorporate provisions of the basic contract, will be issued to the contractor as requirements develop. Specific requirements may include but not be limited to the type services and/or skills listed in paragraph C.1.8 below. An on-site representative of the contractor will perform supervision. The contract is to be performed using facilities and materials provided by the Government as indicated below.

(b) The services required under this contract will be ordered by "task/delivery orders" signed and issued by the Contracting Officer. Task/delivery order pricing will be based on the composite hourly rates listed in Section B. The composite hourly rate for each skill category must be indicated. The "composite hourly" rate includes direct and indirect labor, indirect materials, overhead, G&A, and profit. The man-hours shown for each type skill are estimates only and are not an obligation for ordering on the part of the Government.

(c) The contractor shall be responsible for all on-site management of this contract. The contractor shall furnish an on-site project manager and an on-site assistant project manager as part of its overhead costs. If additional positions are necessary to effectively manage the contract, the contractor will also include those positions as part of its other direct costs. Charges for personnel that are not chargeable directly to a task/delivery order shall not be charged direct to the contract.

(d) Contractor supervisors will provide day-to-day supervision of contractor employees including but not limited to work assignments, leave, payroll records, etc. At no time will contractor employees be supervised by Government personnel.

C.1.1.1 PROJECT GENERAL PERSONNEL REQUIREMENTS

C.1.1.2 Project Manager and Assistant Manager. The contractor shall provide a project manager and an assistant project manager who shall be responsible for the performance of the work specified in accordance with the terms and conditions of this contract. The project manager shall have full authority to act for the contractor. Cost associated with project manager and assistant project manager shall be treated as overhead and is not a direct line item cost.

C.1.1.2.1 The project manager or assistant project manager shall be on-site during normal working hours at the Mike Monroney Aeronautical Center and available to meet with Government personnel designated as the Federal Aviation Administration (FAA) Contracting Officer Representative (COR) to discuss problem areas. The project manager and assistant project manager shall be able to read, write, speak and understand English fluently.

C.1.1.2.2 Contract Personnel Supervision. Adequate day-to-day contractor supervision must be provided and identified for each employee assigned under this contract. Contractor shall provide to the contracting officer within 30 days of contract award and then at least every 90 days (or sooner if more than 5 percent of employees are impacted) a report showing all employees under contract and the chain of supervision. This shall be accomplished in accordance with vendors Supervision Plan.

C.1.1.2.2.1 FAA personnel will in no way be involved directly or indirectly in the processes of hiring, selecting/non-selecting, work assignment, work related awards or discipline, approving work schedules/absences, labor-management issues, career planning, or compensation for any individual working or with potential to work on this contract. Any suspected or actual incident of FAA personnel being involved in these processes must be reported to the Contracting Officer. The only exceptions to this are as set forth in Section H, Clause H.22, Notification of Criminal Activity by Contract Employee (July 2001) and Clause H.27, Qualification of Employee (December 2002).

C.1.1.2.2.2 FAA personnel are not authorized to participate in interviews or screening of resumé's for the purpose of selecting personal to work on this contract or specific tasks.

C.1.1.2.3 Employee Labor Categories. The contractor shall provide employees for the specified categories of labor (paragraph C.1.8) required for each task to be performed. The contractor shall fill any vacancies within 10 working days after the vacancies occur or task request(s) are officially submitted or provide a written statement to the Contracting officer (CO) or COR the reason(s) for not meeting the placement criteria with stated corrective actions to timely meet future employee placements.

C.1.1.3 Employee Training. Contract employees assigned to a task under this contract must be fully competent to perform assigned skills. Contractor personnel will not be instructed on-the-job or in classes in basic or generic skills/techniques under this contract. Instruction in organization or site specific procedures will be provided by a hosting organization. Contractor employees may be included in specialized training provided/purchased for government purposes (i.e. change in mission, procedures, and equipment) at the discretion of the user organization and subject to workloads, cost and other FAA considerations.

C.1.1.4 Employee qualifications. Individuals will be accepted for assignment under this tasks based collectively on the required qualifications stated in the contract, required by the respective task statement, conforming to industry/government standards and related to the inherent requirements of the work to be done [e.g. ability to communicate, requisite social behavior, personal hygiene, work nights, etc.] In the event that any individual working on this task does not confirm the required qualifications with performance, they will be disqualified for work under the respective task and possibly any work under the contract by written notice from the Contracting Officer.

C.1.1.4.1 In advance of employees reporting to the work site, the contractor will furnish to the FAA official responsible for the task, or the Contracting Officer if no other official has been identified, one summary resume' for each position to be filled or replaced on the respective task; giving the proposed employees' education/training, experience, affiliations and other characteristics that relate to requirements/qualifications of the work to be done on the contract/task. The contractor will indicate any factual data (dates, certification, etc.) that has not been independently verified. Any qualification information questioned or requiring verification will be identified to the contractor for action and resubmitted. Concurrence of FAA is required for employees to work during verification or revision of their qualification resume'.

C.1.2 Quality Control. The contractor shall establish and maintain a complete quality control plan to assure the requirements of the functions are provided as specified. Two copies of the contractor's Government approved Quality Control Plan shall be provided to the CO and the COR not later than two weeks after contract award. Updated copies must be provided to the CO and COR as changes occur.

C.1.3 Quality Assurance. The Government will evaluate the contractor's performance under each task order in accordance with inspection clauses.

C.1.3.1 Task Review Meetings. The project manager or assistant project manager shall be required to meet, at the discretion of the CO or COR, with the CO or COR at anytime during the term of any identified task.

C.1.4 Physical Security. The contractor shall be responsible for safeguarding all Government property for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.1.4.1 Hours of Operations. Contract work is almost exclusively projected to entail a 40-hour workweek, Monday through Friday, between 0600 and 1800 local time, subject to host organizations' work rules. FAA requires a 30-minute minimum meal break for six hours or more work. Specific tasks may require variations from the normal work times and may require or allow less than a 40-hour workweek.

C.1.4.2 Overtime Directed by the Government. Overtime may be necessary on occasion as requested by the CO or COR. Overtime will be authorized only when directed by the Government and only when absolutely necessary to meet work requirements, not failure to meet schedules or availability of personnel.

C.1.4.3 Overtime Requested by the Contractor. In the event the contractor deems overtime necessary to meet work requirements, the contractor shall submit a written request to the CO or COR for the payment of overtime. The request shall identify in detail what service requires overtime, how many work-hours are required, and for what segment of the organization the work is being performed. All requests by the contractor for overtime shall be approved in writing by the Contracting Officer before any overtime is allowed.

C.1.4.4 Observance of Legal Holidays and Facility Closures. Contractor shall normally not be required or allowed to work when their assigned facility is on holiday or closed. During such periods, the contractor will not be compensated for labor hours without 1) advanced direction by the CO or COR or 2) the work being a response to a Government emergency. Following is a list of U.S. Federal holidays and reasons for facility closures:

- a. New Year's Day, January 1
- b. Martin Luther King's birthday, the third Monday in January

- c. President's Day, the last Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veteran's Day, November 11
- i. Thanksgiving Day, the fourth Thursday in November
- j. Christmas Day, December 25
- k. Any other day/time designated by Federal statute , executive order, or Presidential Proclamation
- l. Adverse weather conditions or national emergencies may require the Center to close.

C.1.4.5 Employee Identification. Contract personnel shall be issued a contractor identification card identifying them as a contractor employee. The identification cards shall be worn while performing services under this contract.

C.1.4.6 Travel. Travel may be required on some tasks. The provisions of the Federal Travel Regulations as prescribed and issued by the General Services Administration (Order DOT 1500.6A), will be used for establishing allowable reimbursement costs for travel.

C.1.5 PHASE-IN and PHASE-OUT

C.1.5.1 Phase-in Plan. It is essential to the Government that services currently being performed are continued without interruption. Consequently, it is imperative that transition from incumbent contractor to follow-on contractor be accomplished in a well-planned, orderly and efficient manner to bringing the new work force to full contract performance. See Section H, contract clauses H.8- Phase-In, H.10 Transition Requirements, and AMS Clause 3.8.2-11, Continuity of Services, referenced in Section I of the Contract.

C.1.5.2 Phase-Out Activities. At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may be awarded to another contractor. The contractor in place shall be required to assist in the phase-in activities. See Section H, contract clauses H.9- Phase-out, H.10 Transition Requirements, and AMS Clause 3.8.2-11, Continuity of Services, referenced in Section I of the Contract.

C.1.6. GOVERNMENT FURNISHED PROPERTY AND SERVICES

(a) General. The Government shall provide, without cost, the facilities, equipment, materials and/or services listed below.

(b) Property. none

(c) Facilities. The Government shall provide facilities at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Boulevard, Oklahoma city, Oklahoma 73125, or other local Government leased/owned facilities.

(d) The on-site management staff shall be provided suitable, furnished, facilities at the MAC. The Government shall provide as necessary: required computer equipment, telephone, utilities. Currently facilities are two approximately 12 X 12 rooms.

(e) Contractor employees shall be provided a suitable working environment (e.g., desk, chair, etc.) at FAA facilities as required to perform services for each task.

(f) Equipment. The Government shall furnish the contractor access to appropriate equipment required to perform services for each task.

(g) Materials. The Government shall furnish the following: as required computer equipment, telephone, paper, pens, supplies as necessary to accomplish the task requirements.

(h) Basic reference manuals and any revisions, updates, and changes thereto for use by the contractor.

(i) Financial forms/software supplies required in the performance of tasks.

C.1.7 CONTRACTOR FURNISHED ITEMS AND SERVICES

The contractor shall furnish all support personnel, management, and supervision to perform each task.

C.1.8 LABOR CATEGORIES--POSITION DESCRIPTIONS

General Clerk--Service Contract Act Covered

General Clerk I - The contact personnel will perform filing of various documents for payroll and accounting. Follows a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as filing pre-coded documents in a chronological file, operating office equipment, and answering phones. Position limited to only support of payroll and accounting service, not for general administrative support services.

General Clerk II - Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple positing to individual accounts, opening mail, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper procedure for each task. Position limited to only support of payroll and accounting service, not for general administrative support services.

General Clerk III - Work requires familiarity with the terminology of the office unit. Selects appropriate methods from an varied variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others. Position limited to only support of payroll and accounting service, not for general administrative support services.

Payroll Technician--Service Contract Act Covered

Payroll Technician III- The contract personnel will perform a full range of payroll tasks for a large group of complex pay accounts. These accounts consist of many different occupations, grades, pay plans, entitlements, and work schedules. The contract personnel will be required to independently review incoming documents, determine and take appropriate action. The individual will be responsible for performing and entering complex manual computations of employee's pay. These computations may include reinstatements, Fair Labor Standards entitlements, OWCP leave buy back computations, and retirement code changes. The contractor must ensure through manual entries that employee and agency benefit accounts are properly changed. This includes Thrift Savings Accounts, Retirement Accounts, Health and Life Insurance and FICA/Medicare. The contractor will perform audits on time and attendance documents, personnel actions, individual Employee Master Records and other computerized reports. The operational tasks will include the use of the Consolidated Uniform Payroll System (CUPS) and the Integrated Personnel and Payroll System (IPPS) as well as various PC based software applications, such as word and excel. This position is in support of TSA payroll.

Accounting Clerk--Service Contract Act Covered

Accounting Clerk III- The contract personnel will obtain or receive, process and record various accounting documents into the departmental accounting system, DELPHI and distribute various supporting information about these transaction to the various customer accounting offices. Principle duties and responsibilities consist of the following: the examination, classification, recording and processing of financial transactions commitments, obligations, accruals and payment for services, supplies and materials commonly required to support our customers. Establishes and maintains fund values, cross validation rules, Treasury account symbols and parameters; reconciles chargeback's; prints reconciliation reports and ensures the items are corrected; Reconciles and works Accounts Receivable aging, Treasury offsets, and write offs; as well as establishes, reconciles and bills the various reimbursable agreements.

Accounting Clerk IV - The contract personnel's responsibilities will consist of examination, classification, recording and processing of financial transaction commitments, obligations, accruals, and payment for services, supplies and materials. The individual will maintain control over the supporting fiscal documentation to ensure the integrity of budgetary and propriety resources in the administrative control of funds processes. Examines and approves supporting documentation for financial transactions for assurance that the transactions are legal and in compliance with all pertinent laws and regulations. Employee resolves problems in recurring assignments in accordance with previous training and experience. Supervisor provides suggestions for handling unusual or nonrecurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting system. Excluded from Level IV are positions responsible for maintaining either a general ledger or a general ledger in combination with subsidiary accounts.

General Accountant---Service Contract Act Exempt

Potential workforce must meet one or more of the qualifications: Certification as a Certified Public Accountant or Certified Internal Auditor; One Year (18 semester hours) of graduate-level education in accounting; completion of an undergraduate degree in accounting; or completion of 24 semester hours in accounting plus one year experience as a professional accountant.

Accountant I -Provides financial administrative support for maintaining accounting operations for account receivable activity, collections, transfers of costs and adjustments.

November 1, 2004, Page 16

Identifies and analyzes problems that may occur in the ongoing processing of recording transactions in the accounting system. Collects and analyzes data, applying policies and procedures to record routine transactions. Reconciles general ledgers and reviews transaction posted by the technicians, recommends necessary changes to ensure proper accounting and reporting of funds. Assists and prepares routine and special reports on a monthly, quarterly and yearly basis. The contract personnel prepares monthly, quarterly and annual financial reports. Provides financial administrative support for maintaining accounting operations for account receivable activity, collections, and transfers of cost and adjustments. Prepares Treasury warrants for submission to the US Treasury as prescribed by public law. Monitors appropriation and analyzes financial transactions to ensure financial data is reported accurately and compliance with regulations. The individual may prepare a portion of the financial statements of an agency with a large and complex set of books for inclusion in the overall statements.

Accountant II - The contract personnel prepares monthly, quarterly and annual financial reports on a national level, which are submitted to the DOT, OMB, and OFM. Analyzes and reconciles general ledger accounts for accurate reporting involving the resolution of problems relating to all aspects of accounting, i.e., payables, payroll, receivables, and the financial system. Prepares auditable financial statements based on the General Accepted Accounting Principles and guidance received from Treasury, OMB, and OFM. Must interpret regulations and adapt regulations to meet reporting requirements and various system limitations. Provides written explanation to auditors, management, program managers, and others reviewing the statements concerning the complex data contained in the reports. Identifies and analyzes problems that may occur in the processing and recording of transactions in the financial system and various interfaces.

C.1.9 DEFINITIONS

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

(f) "Direct Labor Hours"--means those hours of labor which are identifiable as being performed directly on an item/task of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(g) "Direct Material"--means those materials, if required, which are not encompassed by the definition of "Indirect Materials."

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

(i) "Indirect Material" means all supplies and materials, if required, which do not become an integrated part of the assembly, accessory, or component. Price of indirect material shall be included in the Hourly Composite Rate.

(j) "Direct Hourly Labor Rate"--Actual labor hour rates which are negotiated and set forth in this contract. These rates represent adequate compensation to attract the competence levels required in each labor category necessary for successful contract performance.

(k) "Quality Assurance." Those actions taken by the Government to assure services meet the requirements of the PWS.

(l) "Quality Control." Those actions taken by the contractor to control the performance of services so that they meet the requirements of each tasks PWS.

(m) "Contracting Officer (CO)." The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the CO to a technical representative, the CO is the only individual with the authority to direct the work of the contractor.

(n) "Contracting Officer Representative (COR)." The authorized Government representative(s) acting within the limits of there delegated authority for management of specific projects or functional activities. Separate tasks or subtasks may have specific CORs with specific delegations.

F.4 PLACE OF PERFORMANCE

The principal place of performance shall be the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, and other FAA Oklahoma City Metro Facilities unless otherwise designated by specific task order.

F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

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 (JAN 1997) CLA.0502

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

G.2 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.3 INVOICING PROCEDURES - GENERAL (JAN 2002) 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
Oklahoma City, OK 73125-4913

(2) One copy to: FAA, Mike Monroney Aeronautical Center
Management & Program Division (AMZ-10)
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy to: FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Task/Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(4) Hours by employee by labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee (furnish only to AMQ-340 and Task Managers).

(5) The cumulative hours by category billed and paid on the current Task/Delivery Order.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.5 OVERTIME

The FAA shall pay the basic hours as ordered and worked; paying overtime premium only on those hours approved in advance by the Contracting Officer, worked as directed and paid to employees. (for example--If the contractor wants to use one employee 60 hours/week instead of two employees for the same 60-hour requirement on 1 or more tasks, FAA shall not pay overtime. If a contractor works exempt employees overtime and does not pay overtime, FAA shall not pay overtime). See--Definition C.1.

G.6 PAYMENT PROCEDURES

(a) Provisional payments to the contractor on task/delivery orders shall be made monthly, upon receipt of the original invoice (s), with approval or certification by the Contracting Officer (CO) or the Contracting Officer's Representative (COR).

(b) Certification will be made by the COR to the CO for verification of the services invoiced. Any adjustments required shall be made from the succeeding month's billings.

(c) The first and last invoice of each fiscal and contract 1 year shall be certified by the CO or COR prior to payment.

(d) Each invoice submitted shall show the contract number, month covered, and a description of work, services, or items being invoiced.

G.7 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."

G.8 PRICE BREAK QUANTITY DISCOUNTS

All vendors are hereby requested to provide information regarding Price Break for quantity discount base on the total dollars invoiced. This discount will be applied against the gross dollars invoiced on a per year basis. (contractor is to fill-in the discount rate below:)

When Total yearly invoice Billing exceed \$1,000,000	apply	0.00% discount
When Total yearly invoice Billing exceed \$2,000,000	apply	0.00% discount
When Total yearly invoice Billing exceed \$3,000,000	apply	0.00% discount
When Total yearly invoice Billing exceed \$4,000,000	apply	0.5% discount
When Total yearly invoice Billing exceed \$5,000,000	apply	0.5% discount
When Total yearly invoice Billing exceed \$6,000,000	apply	0.5% discount
When Total yearly invoice Billing exceed \$7,000,000	apply	0.5% discount
When Total yearly invoice Billing exceed \$8,000,000	apply	1.0% discount
When Total yearly invoice Billing exceed \$9,000,000	apply	1.0% discount

The discount rates shall be applied against the billing rate based on the cumulative dollars issued during the contract period. The discount rate shall start new each time the contract is modified to incorporate an additional contract period.

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 if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)**3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (ETF) PAYMENT-CENTRAL CONTRACTOR REGISTRATION (CCR) (JUNE 2001)****3.9.1-2 PROTEST AFTER AWARD (APRIL 1996)**

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.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.

H.2 TASK/DELIVERY ORDER PROCESSING

(a) The Contracting Officer shall issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

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

- (1) The Contracting Officer will issue a request for task proposal, with a copy of the Task Work Statement attached.
- (2) Contractor will submit a task proposal to the Contracting Officer including:
 - (i) A proposed management plan/Supervision requirements and levels.
 - (ii) A milestone schedule.
 - (iii) Proposed completion or delivery date.
 - (iv) Proposed travel costs.
 - (v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part I, Section B of this contract.
- (3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a task/delivery order will be issued.
- (4) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:
 - (i) An appropriate delivery order number and a reference to this contract number.
 - (ii) A description of the services to be performed presented in a Task Performance Work Statement format.
 - (iii) Any special requirements relating to the specific task to be performed.
 - (iv) Period of performance.
 - (v) Ceiling Price.

(c) The Contracting Officer may issue Task/delivery orders under this contract at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 5 workdays to commence work under any task order issued.

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

(e) Any completion-type task/delivery order (performance work statement must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA respecting that task/delivery order shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level-of-effort type task.

H.3 CEILING PRICE

(a) A "ceiling price" (see H.2, Task/Delivery Order Processing) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

(b) The FAA shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the task/delivery order, and the contractor shall not be obligated to continue performance if to do so would exceed the established ceiling price, 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 the respective task/delivery order. When and to the extent that the ceiling price set forth in the task/delivery order 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.

H.4 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The FAA shall not be obligated to pay the contractor any amount in excess of the amount so set forth in each delivery/task order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each task/delivery order unless and until the Contracting Officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the ceiling for performance of the task/delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time, whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the delivery/task order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each delivery/task order will be substantially greater or less than the amount of the task/delivery order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a task/delivery by way of a "Change to Order" (Optional Form 347--Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective task/delivery order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.5 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates that are 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 exceed 98 percent of the final negotiated rates.

NOTE: Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

Actual Labor

Hours

Total Labor

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Worked</u>	<u>Dollars</u>
Contract Skill I	Employee A - \$22.00	100	\$ 2,200.00
	Employee B - \$20.00	100	2,000.00
	Employee C - \$19.00	100	1,900.00
	Employee D - \$19.50	100	1,950.00
Invoice Total		400	\$ 8,050.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>79,950.00</u>
Cumulative Total		<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00
 Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	100	1,850.00
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59
 Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),
 Adjustment 5% (98%-93%)
 Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),
 Adjustment 0% (98%-99%)
 Credit to Government \$-0- ($\$137,600 \times 0\%$)

H.6 ADMINISTRATIVE MATTERS

(a) In the event a contractor clearance form(s) and/or procedure is instituted by the Mike Monroney Aeronautical Center (MMAC), such form and procedure will be hereby incorporated and utilized by all contractor employees on this contract terminating employment here at the MMAC.

(b) Contractor Identification in the workplace--All contractor employees shall have nameplates at their individual workstations. Each nameplate shall identify the Company by name or logo, and include the contract employee's name. All contract employees shall be required to wear at all times the FAA issued identification card above the waist. This card shall be visible on the person at all time when on the Center.

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.

November 1, 2004, Page 23

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://www2.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 PHASE-IN

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a phase-in period, the purpose of which is to:

- (1) Observe work accomplishment by the incumbent contractor;
- (2) Become thoroughly familiar with work requirements, work procedures, and status of all tasks;
- (3) Complete training requirements and accomplish necessary training of contractor employees; and
- (4) Obtain identification badges for contractor employees.

(b) The contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. Such access, however, must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer or the designated representative.

(c) At the beginning of full contract performance, the contractor shall assume responsibility for all tasks.

H.9 PHASE-OUT

(a) In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, and PWS.

(b) With regard to a successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.10 TRANSITION REQUIREMENTS

(a) Approximately 185 employees currently working on three support service contract may transition to this follow-on contract as those contracts expires or task/delivery orders are completed.

(b) Transition:

(1) Immediately following the contract start date, a period not to exceed 30 days will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include a time for transition of administrative processes from the current contract to the new contract.

(2) The FAA will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the FAA and the contractor.

(3) The contractor is responsible for the transition of their personnel and the assumption of ongoing tasks during the transition period.

(4) The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period. After this period, the contractor

shall report and/or coordinate efforts in accordance with the Statement of Work and the contract.

H.11 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to Statement of Work paragraph C.1.2. This QCP shall be approved by the Contracting Officer prior to performance of the contract IAW the Statement of Work.

H.12 STRIKE CONTINGENCY PLAN

The contractor shall submit a "final" Strike Contingency Plan (SCP) to the Contracting Officer within two weeks after contract award. The SCP will ensure continuity of all operations in the event of a strike by contractor personnel. Contractor operations under a SCP shall be at no additional cost to the Government.

H.13 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.

H.14 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.15 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

H.16 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty, or upward salary adjustment resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for purposes of reimbursement under this contract.

H.17 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.18 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR
NEW FISCAL YEAR (JAN 1997)

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.19 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.

H.20 LIABILITY INSURANCE (JAN 1997) (REV) CLA.3212

(a) Pursuant to AMS 3.4.1-12, Insurance, the insurance required of the contract during contract performance is:

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

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

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

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

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

(d) Certificate holder address:

FAA, Aviation, Medical & Training
Acquisition Division (AMQ-340)
P. O. Box 250B2
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.

H.21 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.22 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.23 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262

(a) Contractor Screening of Personnel. The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

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

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

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.24 FAA FACILITY REGULATIONS (JUL 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.25 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

November 1, 2004, Page 28

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 1681), 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.26 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to 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 to 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.27 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.28 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>
General Clerk I -	5
General Clerk II -	5
General Clerk III -	5
Payroll Technician III	5
Accounting Clerk III-	5
Accounting Clerk IV -	5
Accountant I -	5
Accountant II	5

(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

November 1, 2004, Page 30

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 (1) 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.

PART II - SECTION I - CONTRACT CLAUSES

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 date of contract through one (1) year thereafter unless extended by exercise of options extending the ordering period.

(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 FAA deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 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 \$3,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause, 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.

3.2.4-19--REQUIREMENTS ALTERNATE I (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) 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.

(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 March 31, 2010.

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

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

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; 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 and 6 months.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (April 1996)

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

3.4.1-10 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (July 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)

(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The _____ - [Offeror insert name here] will notify the FAA Contracting Officer, AMQ-340, PO Box 25082, Oklahoma City, OK 73125, in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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	DOL Occupation Code	Monetary Wage Benefits
General Clerk I -	FG-3 01115	\$ 9.11
General Clerk II -	FG-4 01116	\$ 9.87
General Clerk III -	FG-5 01117	\$12.50
Payroll Technician III	FG-7 01012	\$13.68
Accounting Clerk III-	FG-7 01013	\$13.68
Accounting Clerk IV -	FG-9 01014	\$18.28
Accountant I -	FG-12 NON SCA	Exempt
Accountant II	FG-13 NON SCA	Exempt

3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract. (End of clause)

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Donald Tye, Program Manager

1000 West Wilshire, Suite 365
Oklahoma City, OK 73116

[List key personnel and/or facilities]

3.9.1-1 CONTRACT DISPUTES (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

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

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

3.9.1-2 PROTEST AFTER AWARD (August 1997)

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

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

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

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

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

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

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

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (April 1996)
- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)
- 3.2.2.3-33 Order of Precedence (November 1997)
- 3.2.2.3-37 Notification of Ownership Changes (April 1996)
- 3.2.2.3-39 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (June 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 (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-5/alt2 Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2003)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-11 Insurance--Liability to Third Persons (October 1996)
- 3.4.1-12 Insurance (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)

- 3.4.1-13 Errors and Omissions (July 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--General (October 1996)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (April 1996)
- 3.6.1-4 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JUNE 1999)
- 3.6.1-7 Limitations on Subcontracting (August 1997)
- 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (April 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)
- 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)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.7-1 Privacy Act Notification (October 1996)
- 3.7-2 Privacy Act (October 1996)
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)
- 3.8.2-20 Qualifications of Employees (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (April 1996)
- 3.13-4 Contractor Identification Number--Data Universal Numbering System (DUNS) Number (August 1997)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

Attachment	Title	Date	Pages
1.0	SCREENING STANDARDS-CONTRACTOR	NA	1
2.0	ADJUDICATIVE STANDARDS: ISSUES	Jul 2001	1
3.0	U.S. Dept of Labor Wage Determination No. 94-2432 (Revision No. 17)	7-20-2004	9

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ATTACHMENT 1
SCREENING STANDARDS-CONTRACTOR

See Section H, H-3 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

ATTACHMENT 2
*ADJUDICATIVE STANDARDS: ISSUES
CLA 1262 (JUL 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. **Issues related to illegal use/possession of controlled substances or marijuana:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. **Issues related to financial responsibility:**
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. **Issues related to immoral conduct:**
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. **Issues related to honesty:**
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. **Issues related to disruptive or violent behavior:**
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. **Issues related to termination or forced resignation:**
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. **Issues related to firearms/weapons:**
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. **Miscellaneous issues:**
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

William W. Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2432
Revision No.: 17
Date Of Last Revision: 07/09/2004

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	10.67
01012 - Accounting Clerk II	11.737
01013 - Accounting Clerk III	13.721
01014 - Accounting Clerk IV	18.28
01030 - Court Reporter	16.775
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	11.99
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	11.456
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	10.485
01191 - Order Clerk I	10.18
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	12.388
01262 - Personnel Assistant (Employment) II	13.519
01263 - Personnel Assistant (Employment) III	15.157
01264 - Personnel Assistant (Employment) IV	17.578
01270 - Production Control Clerk	17.322
01290 - Rental Clerk	11.579
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	11.31
01342 - Stenographer II	13.31
01400 - Supply Technician	20.53
01420 - Survey Worker (Interviewer)	13.25
01460 - Switchboard Operator-Receptionist	10.02

01510 - Test Examiner	15.76
01520 - Test Proctor	15.76
01531 - Travel Clerk I	10.37
01532 - Travel Clerk II	10.89
01533 - Travel Clerk III	11.42
01611 - Word Processor I	9.46
01612 - Word Processor II	11.33
01613 - Word Processor III	12.24
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.77
03041 - Computer Operator I	11.33
03042 - Computer Operator II	13.95
03043 - Computer Operator III	18.70
03044 - Computer Operator IV	20.23
03045 - Computer Operator V	22.41
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)	24.30
03102 - Computer Systems Analyst II (1)	27.20
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.33
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	6.98
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	8.67
11060 - Elevator Operator	8.51
11090 - Gardener	10.49
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	8.57
11150 - Janitor	8.51

11210 - Laborer, Grounds Maintenance	8.82
11240 - Maid or Houseman	7.27
11270 - Pest Controller	11.28
11300 - Refuse Collector	8.99
11330 - Tractor Operator	9.84
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	12.71
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.42
12071 - Licensed Practical Nurse I	11.21
12072 - Licensed Practical Nurse II	12.61
12073 - Licensed Practical Nurse III	14.10
12100 - Medical Assistant	10.20
12130 - Medical Laboratory Technician	12.57
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.72
12222 - Nursing Assistant II	8.68
12223 - Nursing Assistant III	9.48
12224 - Nursing Assistant IV	10.62
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.16
12311 - Registered Nurse I	18.34
12312 - Registered Nurse II	22.43
12313 - Registered Nurse II, Specialist	22.43
12314 - Registered Nurse III	27.13
12315 - Registered Nurse III, Anesthetist	27.13
12316 - Registered Nurse IV	32.53
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	18.70
13042 - Illustrator II	20.67
13043 - Illustrator III	25.81
13047 - Librarian	17.58
13050 - Library Technician	11.07
13071 - Photographer I	12.06
13072 - Photographer II	14.88
13073 - Photographer III	17.97
13074 - Photographer IV	22.44
13075 - Photographer V	25.75
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.19
15030 - Counter Attendant	7.19
15040 - Dry Cleaner	9.18
15070 - Finisher, Flatwork, Machine	7.19
15090 - Presser, Hand	7.19
15100 - Presser, Machine, Drycleaning	7.19
15130 - Presser, Machine, Shirts	7.19
15160 - Presser, Machine, Wearing Apparel, Laundry	7.19
15190 - Sewing Machine Operator	9.83
15220 - Tailor	10.49
15250 - Washer, Machine	7.87
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	15.51
21020 - Material Coordinator	17.33

21030	- Material Expediter	17.33
21040	- Material Handling Laborer	10.95
21050	- Order Filler	11.74
21071	- Forklift Operator	13.81
21080	- Production Line Worker (Food Processing)	13.81
21100	- Shipping/Receiving Clerk	11.78
21130	- Shipping Packer	11.78
21140	- Store Worker I	11.86
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	14.38
21210	- Tools and Parts Attendant	13.81
21400	- Warehouse Specialist	13.81
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	17.28
23040	- Aircraft Mechanic Helper	12.55
23050	- Aircraft Quality Control Inspector	17.56
23060	- Aircraft Servicer	14.21
23070	- Aircraft Worker	15.04
23100	- Appliance Mechanic	14.94
23120	- Bicycle Repairer	12.12
23125	- Cable Splicer	19.91
23130	- Carpenter, Maintenance	14.95
23140	- Carpet Layer	14.17
23160	- Electrician, Maintenance	17.07
23181	- Electronics Technician, Maintenance I	15.72
23182	- Electronics Technician, Maintenance II	22.61
23183	- Electronics Technician, Maintenance III	25.36
23260	- Fabric Worker	14.63
23290	- Fire Alarm System Mechanic	16.94
23310	- Fire Extinguisher Repairer	13.76
23340	- Fuel Distribution System Mechanic	19.03
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	9.38
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	15.62
23740	- Painter, Aircraft	14.86
23760	- Painter, Maintenance	14.86
23790	- Pipefitter, Maintenance	18.73
23800	- Plumber, Maintenance	18.00
23820	- Pneudraulic Systems Mechanic	16.94
23850	- Rigger	17.75
23870	- Scale Mechanic	15.39
23890	- Sheet-Metal Worker, Maintenance	18.55
23910	- Small Engine Mechanic	15.49
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	16.94
23980	- Woodworker	12.54
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.41
24580	- Child Care Center Clerk	12.06

24600 - Chore Aid	7.94
24630 - Homemaker	15.64
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.34
25040 - Sewage Plant Operator	15.27
25070 - Stationary Engineer	21.76
25190 - Ventilation Equipment Tender	11.82
25210 - Water Treatment Plant Operator	14.86
27000 - Protective Service Occupations	
(not set) - Police Officer	19.37
27004 - Alarm Monitor	12.55
27006 - Corrections Officer	17.95
27010 - Court Security Officer	18.48
27040 - Detention Officer	17.95
27070 - Firefighter	17.58
27101 - Guard I	10.25
27102 - Guard II	15.03
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.37
28020 - Hatch Tender	16.72
28030 - Line Handler	16.72
28040 - Stevedore I	16.57
28050 - Stevedore II	18.50
29000 - Technical Occupations	
21150 - Graphic Artist	18.92
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	15.46
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.01
29030 - Cartographic Technician	21.63
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.02
29040 - Civil Engineering Technician	19.53
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)	27.20
29160 - Instructor	19.76
29210 - Laboratory Technician	16.28
29240 - Mathematical Technician	22.75
29361 - Paralegal/Legal Assistant I	15.17
29362 - Paralegal/Legal Assistant II	19.77
29363 - Paralegal/Legal Assistant III	24.18
29364 - Paralegal/Legal Assistant IV	29.26
29390 - Photooptics Technician	21.63
29480 - Technical Writer	20.46
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
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	12.12
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	12.21
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	12.21
31362 - Truckdriver, Medium Truck	13.79
31363 - Truckdriver, Heavy Truck	16.94
31364 - Truckdriver, Tractor-Trailer	16.94
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.96
99030 - Cashier	7.35
99041 - Carnival Equipment Operator	9.13
99042 - Carnival Equipment Repairer	9.82
99043 - Carnival Worker	7.15
99050 - Desk Clerk	8.41
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	21.48
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	10.19
99610 - Sales Clerk	10.81
99620 - School Crossing Guard (Crosswalk Attendant)	7.43
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	21.47
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.31
99660 - Surveying Aide	12.07
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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative,

or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, 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 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.
- 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.

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