

<b>AWARD/CONTRACT</b>		1.	RATING	PAGE 1	OF PGS 28
2. CONTRACT (Proc. Inst. Ident.) NO. DTFAAC-05-D-00060		3. EFFECTIVE DATE March 1, 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125		6. ADMINISTERED BY (If other than Item 5) CODE FAA, Aviation, Medical, & Training Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  XYANT TECHNOLOGY, INCORPORATED 2600 VAN BUREN STREET, SUITE 2624 NORMAN, OK 73072  PHONE: (405) 447-8337 FAX: (405) 447-8394		8. DELIVERY FOB DESTINATION <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
		ITEM BLOCK 12.	

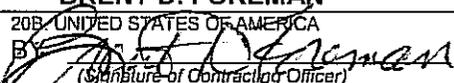
11. SHIP TO/MARK FOR CODE To be shown on each delivery order issued hereunder.		12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125 (405) 954-4304	
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14. ACCOUNTING AND APPROPRIATION DATA Will be stated on each delivery order issued hereunder.	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Accepted as to CLIN 1.0, 6.0, 7.0, 8.0, and 9.0 in accordance with the terms and conditions stated herein. Individual Delivery Order shall be issued to fund performance.					
					ESTIMATED
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$7,321,548.77</b>

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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.)		18. [X] AWARD (Contractor is not required to sign this doc.) Your offer on RFO Number DTFAAC-05-R-94051 last updated 20-JAN-2005, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER <b>BRENT D. FOREMAN</b>	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
19C. DATE SIGNED		20C. DATE SIGNED 20 May 2005	

**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:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.0	PHASE-IN IAW Section H, H.8	1	JOB	XXXX	(Not-Separately Priced)

March 1, 2006 through February 28, 2007

6.0 LABOR (estimated base year labor cost) \$6,822,460.80  
 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: This CLIN also covers all cost of overtime.

**SCHEDULE OF LABOR RATES**

<u>Labor Category</u>		<u>Estimated Annual</u>	<u>Unit</u>	<u>Hourly Composite</u>	<u>Est Amount</u>
		<u>Requirements</u>		<u>Rate</u>	
b-Word Processor I	Regular Hrs	1,920	Hr	\$15.48	\$29,721.60
b-Word Processor II	Regular Hrs	1,920	Hr	\$18.55	\$35,616.00
b-Word Processor III	Regular Hrs	7,680	Hr	\$20.04	\$153,907.20
b-Computer Operator I	Regular Hrs	500	Hr	\$18.55	\$9,275.00
b-Computer Operator II	Regular Hrs	3,840	Hr	\$22.84	\$87,705.60
b-Computer Operator III	Regular Hrs	500	Hr	\$30.62	\$15,310.00
b-Key Entry Operator I	Regular Hrs	500	Hr	\$14.67	\$7,335.00
b-Key Entry Operator II	Regular Hrs	6,130	Hr	\$17.17	\$105,252.10
b-General Clerk I	Regular Hrs	12,700	Hr	\$14.90	\$189,230.00
b-General Clerk II	Regular Hrs	68,500	Hr	\$16.16	\$1,106,960.00
b-General Clerk III	Regular Hrs	76,200	Hr	\$20.47	\$1,559,814.00
b-General Clerk IV	Regular Hrs	3,500	Hr	\$29.47	\$103,145.00
b-Training Program Assistant I	Regular Hrs	3,000	Hr	\$23.47	\$70,410.00
b-Training Program Assistant II	Regular Hrs	13,000	Hr	\$27.08	\$352,040.00
b-Training Program Assistant III	Regular Hrs	7,800	Hr	\$30.88	\$240,864.00
b-Training Program Assistant IV	Regular Hrs	1,600	Hr	\$34.49	\$55,184.00
b-Training Program Assistant V	Regular Hrs	500	Hr	\$46.01	\$23,005.00
b-Instructor	Regular Hrs	500	Hr	\$32.34	\$16,170.00
b-Computer Based Training Specialist	Regular Hrs	500	Hr	\$40.95	\$20,475.00

b-Technical Writer I	Regular Hrs	1,000	Hr	\$23.99	\$23,990.00
b-Technical Writer II	Regular Hrs	1,900	Hr	\$28.99	\$55,081.00
b-Technical Writer III	Regular Hrs	1,400	Hr	\$33.49	\$46,886.00
b-Administrative Assistant I	Regular Hrs	25,000	Hr	\$23.97	\$599,250.00
b-Administrative Assistant II	Regular Hrs	18,600	Hr	\$27.40	\$509,640.00
b-Administrative Assistant III	Regular Hrs	13,270	Hr	\$31.41	\$416,810.70
b-Administrative Assistant IV	Regular Hrs	3,840	Hr	\$34.39	\$132,057.60
b-Switchboard Operator	Regular Hrs	100	Hr	\$16.40	\$1,640.00
b-Supply Technician	Regular Hrs	1,920	Hr	\$33.61	\$64,531.20
b-Receptionist	Regular Hrs	1,920	Hr	\$16.40	\$31,488.00
b-Administrative Analysts I	Regular Hrs	7,680	Hr	\$23.47	\$180,249.60
b-Administrative Analysts II	Regular Hrs	1,920	Hr	\$27.09	\$52,012.80
b-Drafter I	Regular Hrs	500	Hr	\$19.91	\$9,955.00
b-Drafter II	Regular Hrs	500	Hr	\$23.00	\$11,500.00
b-Drafter III	Regular Hrs	1,500	Hr	\$30.33	\$45,495.00
b-Drafter IV	Regular Hrs	500	Hr	\$35.41	\$17,705.00
b-Peripheral Equipment Operator	Regular Hrs	500	Hr	\$18.55	\$9,275.00
b-Duplication/Office Machine Oper.	Regular Hrs	500	Hr	\$18.75	\$9,375.00
b-Document Preparation Clerk	Regular Hrs	1,920	Hr	\$19.62	\$37,670.40
b-Film/Tape Librarian	Regular Hrs	500	Hr	\$19.58	\$9,790.00
b-Mail Clerk	Regular Hrs	1,920	Hr	\$15.53	\$29,817.00
b-Computer Data Librarian I	Regular Hrs	500	Hr	\$16.00	\$8,000.00
b-Computer Data Librarian II	Regular Hrs	500	Hr	\$17.10	\$8,550.00
b-Inspector I	Regular Hrs	700	Hr	\$16.39	\$11,473.00
b-Inspector II	Regular Hrs	5,760	Hr	\$19.28	\$111,082.80
b-Inspector III	Regular Hrs	5,760	Hr	\$22.81	\$131,385.60
b-Inspector IV	Regular Hrs	500	Hr	\$28.37	\$14,185.00
b-Personnel Coordinator	Regular Hrs	1,000	Hr	\$24.82	\$24,820.00
b-Hotline Analyst I	Regular Hrs	500	Hr	\$36.68	\$18,340.00
b-Hotline Analyst II	Regular Hrs	500	Hr	\$38.03	\$19,015.00

Estimated Total Hours (ETH) 313,400 hours

Estimated Total Price (ETP) \$6,822,460.80

## Section B--Continuation:

SCHEDULE OF LABOR RATES  
(March 1, 2006 through February 28, 2007)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
Overtime--Percentage applied to each labor category shown in table under LABOR CLINS, Overtime cost to be evaluated in accordance with Section M, Clause M.3 Overtime must be approved by the Contracting Officer prior to use.			Overtime Rate 1.3155%	
7.0 SUPERVISION				\$368,329.60
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  
(March 1, 2006 through February 28, 2007)

Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Est Amount
<u>Task Lead Premium Rate" (TLPR) 10.0%**</u> Est Number Hours 8320 IAW Section C., C.2, "Definitions" <i>NOTE--Actual rate that TLPR is applied to will be the individual labor rate from Table above for each labor category.</i>				
<u>Functional Lead Premium Rate (FLPR) 10.0%**</u> Est Number Hours 832 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 (Regular Hrs)* In accordance with Definitions In Section C.	Est 3760	Hr	\$47.38	\$178,148.80
Task Supervisor (full time) II (Regular Hrs)* In accordance with Definitions In Section C.	Est 3760	Hr	\$50.58	\$190,180.80
8.0 TRAVEL AND PER DIEM IAW Section H, Clause H.7 TRAVEL COSTS				\$5,000.00 (not-to-exceed)
9.0 OPTION (PHASE-OUT) In accordance with Section I, 3.8.2-11 and 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>TBD</u>

\* 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.

**\*\*Task Lead Premium Rate" (TLPR) and Evaluation of Functional Lead Premium Rate (FLPR)** will be based on the average hourly rate, and the offerors percentage rate from Rate Table and the vendors estimated number of supervisory hours. Payment shall be based on actual hours worked with the supervisory premium rate applied to the specific labor category which may be different.

PART I - SECTION C  
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

(a) The contractor shall provide all personnel and other items or services as necessary to perform the various administrative support services as identified in the attached Statement of Work (SOW), dated April 5, 2004.

(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 specific 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 other direct 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.

(e) The on-site management staff shall be provided suitable facilities at the MAC. The Government shall provide as necessary: required computer equipment, telephone, utilities.

C.2 DEFINITIONS

(a) "Overtime Premium Rate" (OPR)--all hours prepaid at the basic rate, the OT premium is paid on hours approved, worked as directed and paid to employees. Rate will be applied directly to the actual individual rate show in rate tables for each specific labor category.

(b) "Task Lead Premium Rate" (TLPR)--percentage rate as an additive to any personnel functioning in the capacity of a "functional lead." These personnel will be providing supervision for up-to but not-to-exceed 4 hours per week. In a 40-hour week, employee will receive 36 hours at regular hour rate and four (4) hours at the regular rate plus the premium. Will provide some supervision on immediate task and area only.

(b) "Functional Lead Premium Rate" (FLPR)--percentage rate as an additive to any personnel functioning in the capacity of a "functional lead." These personnel will be providing supervision for up-to but not-to-exceed 12 hours per week. In a 40-hour week, employee will receive 28 hours at regular hour rate and twelve (12) hours at the regular rate plus the premium. Will provide some supervision on immediate task and area only.

(d) "Task Supervisor" I, II, (full time)-- These personnel will be providing supervision as a full time job of forty hours per week. This category of employee will be considered on-site supervisors for the contractor's personnel. Shall provide cross task supervision for all areas. Level will be dependent upon Task, and personnel supervised.

(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.

PART I - SECTION D - PACKAGING AND MARKING

Not applicable

PART I - SECTION E - INSPECTION AND ACCEPTANCE

**E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, or as otherwise designated in the specific task order.

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

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

**3.10.4-4 Inspection of Services-- Fixed-Price & Cost Reimbursement (April 1996)**

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

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT PERIOD                      CLA.1604**

The effective period of this contract is from March 1, 2006, or dates of award, whichever is later, through February 28, 2007.

**F.2 PHASE-IN PERIOD AND PERIOD OF PERFORMANCE**

This contract contemplates a phase-in period beginning approximately 30 days prior to Contract Start Date, not to be confused with the contract award date, followed by the basic period of performance of one year. In the event award is not made as anticipated, the Government may alter/shorten the phase-in period, or the Government may reduce the basic contract period. The Phase in period shall not be separately priced. Cost of Phase-in shall be incorporated into base year overhead.

**F.3 DELIVERY SCHEDULE**

All deliverables shall be in accordance with the provisions set forth in the Statement of Work as further defined by the individual task assignments issued during the term of the contract.

**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 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  
(Applicable Task Contracting Officer Representative)  
(As designated on the individual Task Order)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) Two 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.4 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government shall provide, without cost, the facilities, equipment, materials and/or services listed in Statement of Work, Dated September 22, 2004, Paragraph 3.0.

G.5 OVERTIME

The FAA shall pay the basic hours as ordered and worked; paying overtime premium only on those hours approved in advance, 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.2(a).

**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	0.75% discount
When Total yearly invoice Billing exceed \$2,000,000	apply	0.75% discount
When Total yearly invoice Billing exceed \$3,000,000	apply	0.75% discount
When Total yearly invoice Billing exceed \$4,000,000	apply	1.0% discount
When Total yearly invoice Billing exceed \$5,000,000	apply	1.0% discount
When Total yearly invoice Billing exceed \$6,000,000	apply	1.0% discount
When Total yearly invoice Billing exceed \$7,000,000	apply	1.0% 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.

**G.9 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.

**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. Round to two Decmil places.

(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.)

Labor Category	Actual Labor Rate Paid	Hours Worked	Total Labor Dollars
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)		4,000	79,950.00
Cumulative Total		<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average: \$88,000 / 4,400 hours = \$20.00  
 Cumulative Amount Billed: \$38.00 x 4,400 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		<u>300</u>	\$ <u>5,550.00</u>
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 hours = \$18.59  
 Cumulative Amount Billed: \$32.00 x 4,300 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 x 5%)

##### Skill II

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

(e) Travel that is considered hours--Under this contract for official travel away from the MMAC travel will be considered hours of work if the travel is:

(i) within the days and hours of the employee's regularly scheduled administrative workweek, including regularly scheduled overtime hours, or

(ii) outside the hours of the employee's regularly scheduled administrative workweek, is ordered or approved, and meets one of the following four conditions-

1. involves the performance of work while traveling (such as driving a loaded truck):
2. is incident to travel that involves the performance of work while traveling (such as driving an empty truck back to the point of origin);
3. is carried out under arduous and unusual conditions (e.g., travel of rough terrain or under extremely severe weather conditions); or
4. results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of the Government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena).

Contractor may not adjust an employee's normal regularly scheduled administrative workweek solely to include travel hours that would not otherwise be considered hour of work.

#### H.8 PHASE-IN

(a) There are approximately 160 employees currently working on the administrative support service contract who may transition to this follow-on contract.

(b) Phase-in:

(1) Immediately following the date of contract award (not to be confused with Contract Start Date), a period not-to-exceed 30 days will be allowed for the phase in from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This 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 phase in of administrative processes from the current contract to the new contract start date.

(c) To ensure a smooth transition in the change of work effort from the current contractor this phase-in period is to provide the new vendor 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.

(d) 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.

(e) Upon the contract start date, the new contractor shall assume 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 Reserved

#### 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 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. Back pay resulting from underpaid work is compensation for the work performed and is allowable. All other back pay resulting from violation of Federal labor laws or the Civil Rights Act of 1964 is unallowable.

**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 25082  
Oklahoma City, OK 73125

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

#### 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 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>
1.0 RESERVED	
2.0 Word Processor I	5
3.0 Word Processor II	5
4.0 Word Processor III	5
5.0 Computer Operator I	5
6.0 Computer Operator II	5
7.0 Computer Operator III	5
8.0 Key Entry Operator I	5
9.0 Key Entry Operator II	5
10.0 General Clerk I	5
11.0 General Clerk II	5
12.0 General Clerk III,	5
13.0 General Clerk IV	5
14.0 Training Program Assistant I	5
15.0 Training Program Assistant II	5
16.0 Training Program Assistant III	5
17.0 Training Program Assistant IV	5
18.0 Instructor	5
19.0 Computer Based Training Specialist	5
20.0 Technical Writer I	5
21.0 Technical Writer II	5
22.0 Technical Writer III	5

23.0	Administrative Assistant I	5
24.0	Administrative Assistant II	5
25.0	Administrative Assistant III	5
26.0	Administrative Assistant IV	5
27.0	Switchboard Operator	5
28.0	Supply Technician	5
29.0	Receptionist	5
30.0	Administrative Analysts	5
31.0	Administrative Analysts II	5
32.0	Drafter I	5
33.0	Drafter II	5
34.0	Drafter III	5
35.0	Drafter IV	5
36.0	Peripheral Equipment Operator	5
37.0	Duplication/Office Machine Oper.	5
38.0	Document Preparation Clerk	5
39.0	Film/Tape Librarian	5
40.0	Mail Clerk	5
41.0	Training Program Assistant V	5
42.0	Computer Data Librarian I	5
43.0	Computer Data Librarian I	5
44.0	Inspector I	5
45.0	Inspector II	5
46.0	Inspector III	5
47.0	Inspector IV	5
48.0	Personnel Coordinator	5
49.0	Hotline Analyst I	5
50.0	Hotline Analyst II	5
51.0	Task Supervisor I	5
52.0	Task Supervisor 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 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.

## H.29 RESTRICTIONS - ORGANIZATIONAL CONFLICT OF INTEREST

(a) It is hereby agreed that the contractor, CNI Aviation, LLC., or any subcontractor performing under this contract shall not compete as a prime contractor nor as a subcontractor, consultant or otherwise on any construction, refurbishment, surveys, or studies which may evolve directly or indirectly from work performed under this contract for a period of 3 years following completion of this contract. Additionally, the contractor or any subcontractor agrees not to divulge any information or data acquired or developed through performance of

this contract to any affiliates or other sources which may otherwise compete on any construction, refurbishment, survey, or study acquisitions which may evolve directly or indirectly from work performed under this contract.

(b) It is also agreed that the contractor will, on those occasions requiring access to proprietary data of other companies, make agreements with such companies to (1) protect their information from unauthorized use or disclosures for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. Prior to commencement of work on any such effort, the contractor must furnish the Contracting Officer copies of all such agreements.

### H.30 EXPERTISE PREMIUM

Certain specified elements or positions on a task may require an element of expertise not available at the DOL Wage Determination rates. Expertise premium will be paid under these Wage Categories to obtain the extra levels of expertise specified on those tasks. The EXPERTISE PREMIUM FACTOR is the factor applied to the wage differential required to obtain the specified expertise at cost. EXAMPLE: A Clerk III [\$21.25/hr] is required that has expertise in aircraft ownership documents. The market wage for this expertise is \$15/hr compared to \$12.50 for a Clerk III without this expertise, resulting in a expertise wage differential (WD) of \$2.50/hr. Where the indirect costs not recovered in the contract price represent 20% of the wage differential, the EPF would be 1.2 [WD(1 +0.2(WD))], which results in a premium of \$3 [2.5\*1.2] for each hour ordered on the task requiring the specified level of expertise. Labor categories with expertise included in labor description carry full overhead as they are known requirements.

## PART II - SECTION I - CONTRACT CLAUSES

### 3.2.4-16 ORDERING

(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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, 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 \$2,000,000;

(2) Any order for a combination of items in excess of \$3,000,000; 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/alt1 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. This contract does not provide any contract coverage for the Civil Aeromedical Institute (CAMI) located at the MMAC. This contract also does not cover administrative services that are required to support specific tasking under separate contract in support of that specific contract taskings.

(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 February 28, 2007.

#### 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.

#### 3.3.1-11 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 GOVERNMENT INSTALLATION (APRIL 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 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. The FAA contract number shall be listed on the insurance certificate.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Federal Aviation Administration 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 available to the Contracting Officer upon request.

**3.6.1-7 LIMITATIONS ON SUBCONTRACTING (August 1997)**

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

- (a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.
- (b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

		Contractor	Subcontractor
Direct Labor	\$	2,239,788.32	2,151,953.49
Allowable Overhead		939,143.12	902,314.10
Subtotal	(A)	3,178,931.56	(B) 3,054,267.59
Labor G&A	@10.00%	317,983.16	9.75 297,791.09
Total Labor Costs	(C)	3,496,824.72	(D) 3,352,058.68

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)\* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula  $(D)/(C) + (D)$ , calculate the subcontracting labor cost percentage.

\*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

**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 Xyant Technologies, - [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	Gov. Equivalency	DOL Occupational Code*
1.0	RESERVED	
2.0	Word Processor I	GS-3 01611
3.0	Word Processor II	GS-4 01612
4.0	Word Processor III	GS-5 01613
5.0	Computer Operator I	GS-6 03041
6.0	Computer Operator II	GS-7 03042
7.0	Computer Operator III	GS-8 03043
8.0	Key Entry Operator I	GS-4 01131
9.0	Key Entry Operator II	GS-5 01132
10.0	General Clerk I	GS-3 01115
11.0	General Clerk II	GS-4 01116
12.0	General Clerk III,	GS-5 01117
13.0	General Clerk IV	GS-6 01118
14.0	Training Program Assistant I	GS-4 01117 +Premium*
15.0	Training Program Assistant II	GS-5 01117 +Premium*
16.0	Training Program Assistant III	GS-6 01118 +Premium*
17.0	Training Program Assistant IV	GS-8 01118 +Premium*
18.0	Instructor	GS-9 29160
19.0	Computer Based Training Specialist	GS-11 29035
20.0	Technical Writer I	GS-10 01613 +Premium*
21.0	Technical Writer II	GS-11 01613 +Premium*
22.0	Technical Writer III	GS-12 29480
23.0	Administrative Assistant I	GS-4 01311 +Premium*
24.0	Administrative Assistant II	GS-5 01312 +Premium*
25.0	Administrative Assistant III	GS-6 01313 +Premium*
26.0	Administrative Assistant IV	GS-8 01314 +Premium*
27.0	Training Program Assistant V	GS-12 Supervisory Exempt
28.0	Switchboard Operator	GS-3 01460
29.0	Supply Technician	GS-7 01400
30.0	Receptionist	GS-4 01460
31.0	Administrative Analysts	GS-4 01117 +Premium*
32.0	Administrative Analysts II	GS-5 01117 +Premium*
33.0	Drafter I	GS-3 29061
34.0	Drafter II	GS-4 29062
35.0	Drafter III	GS-5 29063
36.0	Drafter IV	GS-7 29064
37.0	Peripheral Equipment Operator	GS-4 03160
38.0	Duplication/Office Machine Oper.	GS-4 01090
39.0	Document Preparation Clerk	GS-4 01060
40.0	Film/Tape Librarian	GS-4 01110
41.0	Mail Clerk	GS-3 01070
42.0	Computer Data Librarian I	GS-7 03010
43.0	Computer Data Librarian II	GS-8 03010 +Premium*
44.0	Inspector I	GS-7 01115 +Premium*
45.0	Inspector II	GS-8 21100
46.0	Inspector III	GS-9 01616 +Premium*
47.0	Inspector IV	GS-10 21020
48.0	Personnel Coordinator	GS-7 01263
49.0	Hotline Analyst I	GS-11 03045
50.0	Hotline Analyst II	GS-12 03045 +Premium*
51.0	Task Supervisor I	GS-11 Exempt
52.0	Task Supervisor II	GS-12 Exempt

\*The Occupational codes provided for these labor categories are a best fit with differentials added to the base DOL labor category as a Premium. DOL will not conform position descriptions if they determine that it may be included within a similar labor category. (See SOW Appendix A.)

### 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:

---

[List key personnel and/or facilities]

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### 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.

### 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (January 2003)

a. In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

b. For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

c. The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at [http://fast.faa.gov/procurement\\_guide/html/3-10-1.htm](http://fast.faa.gov/procurement_guide/html/3-10-1.htm).

d. When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

### 3.13-10 CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING (January 2003)

This clause applies to FAA support contractors who wish to attend FAA-sponsored training.

(a) If FAA is providing training in a unique area (such as training for tasks required to be performed at FAA exclusively, e.g. the AMS), support contractors may be allowed to attend on a space-available basis. The training hours may be billed as direct hours to the contract. However, FAA will not pay direct hourly charges associated with the number of hours spent in training unless specifically authorized in the provisions of the contract.

(b) The Contracting Officer is the only person with the authority to approve FAA training for a contractor, since it involves the expenditure of government funds.

(c) The support contractor must provide the Contracting Officer's signed authorization to the Course Manager on or before the first day of the class. Original signed authorizations will be retained in the contract file.

### 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 (July 2004)
- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-33 Order of Precedence (July 2004)
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)
- 3.2.2.3-39 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (July 2004)
- 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)
- 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)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)

PART III - SECTION J - LIST OF ATTACHMENTS

Attachment	Title	Date	Pages
1.0	Statement of Work (SOW) Appendix A-Labor Category/Skills Appendix B-Labor Category/Definitions of Skills	Sept 22, 2004	15
2.0	U.S. Dept of Labor Wage Determination No. 94-2432 (Revision No. 17	7/09/2004	9
3.0	SCREENING STANDARDS-CONTRACTOR /ADJUDICATIVE STANDARDS	UNDATED	2

**STATEMENT OF WORK**

**FOR**

**ADMINISTRATIVE SUPPORT SERVICES**

**DELIVERED TO**

**FEDERAL ORGANIZATIONS**  
**SUPPORTED FROM**  
**THE MIKE MONRONEY AERONAUTICAL**  
**CENTER**

**OKLAHOMA CITY, OKLAHOMA**

**September 22, 2004**

## STATEMENT OF WORK

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# STATEMENT OF WORK

## SECTION 1

### GENERAL

#### 1.1 Scope of Work

The contractor shall furnish all personnel, management, supervision and subcontract items or services as necessary to perform various administrative support services as stated in specific performance work statements for individual task orders. These orders, which will incorporate provisions of the basic contract and applicable sections of this Statement of Work (SOW), will be issued to the contractor based requirements that are requested by organizations located at or supported by the FAA Aeronautical Center (AC). Specific requirements will include the types of services and/or skills listed in Section 5 and will also include services requiring variations and combinations of specified skills. The contract is to be performed using facilities and materials provided by the Government as indicated below to the extent available. In the event that Government resources are not available to meet requirements; contractor acquired materials, services, equipment or temporary facilities may be included on a task order as Subcontract items.

1.1.1 Excluded Services. Services, administrative in nature, that are provided as an element of technical or mission support contracts are excluded from this SOW. For example, services supporting the Civil Aerospace Medical Institute (CAMI) that are covered included in mission (research, certification, etc) contracts are excluded from this SOW.

1.1.2 Explicit Supervision. On-site contractor supervision provided must be explicitly identified at the task level for all services provided under this SOW.

#### 1.2 Personnel

1.2.1 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.

The project manager or assistant project manager shall be on-site at the Mike Monroney Aeronautical Center during normal working hours and be available to meet with the Federal Aviation Administration (FAA) Contracting Officer (CO), the designated Technical Representative (COTR) and key Government personnel (Security, upper management, etc.) to discuss contract matters. The project manager and assistant project manager shall be able to read, write, speak and understand English fluently and possess the requisite managerial communication skills.

1.2.2 Contractor Employees Supervision Of Contractor Employees. Adequate day-to-day contractor supervision must be provided and be identified for each employee assigned to each Task Order.

1.2.2.1 FAA personnel will in **no** way be involved directly 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 under this SOW. Any suspected or actual incident of FAA personnel being involved in these processes must be reported to the Contracting Officer.

1.2.2.2 FAA personnel are not authorized to participate in interviews or screening of résumés for the purpose of selecting personal to work under this SOW.

1.2.3 Employee Labor Categories. The contractor shall provide employees for the specified categories of labor (Section 5) 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 COTR giving the reason(s) for not meeting the placement criteria and stating corrective actions to timely meet future employee placements.

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 at government expense 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 FAA sponsored specialized training provided/purchased for government purposes (i.e. change in mission, procedures, and equipment), on a space available basis or at a prorated cost to the contractor, at the discretion of the user organization and subject to workloads, cost and other FAA considerations. Procedures for service contract employees to attend FAA sponsored training are contained in FAA Acquisition Management System (AMS) guidance. Time in training will not be charged to the contract unless specified and funded in the applicable Task Order and approved by the CO.

1.4 Employee qualifications. Individuals will be accepted for assignment to contract tasks based collectively on the required qualifications stated in the contract, as 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 a specific task does not confirm the required qualifications with performance, they will be disqualified for work under the respective task and, based on nature of the disqualification, other work under the contract by written notice from the Contracting Officer. The contractor has the responsibility to notify his employees of the qualifications for the particular task to which they are assigned.

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 be resubmitted. Concurrence of the Contracting

Officer is required for employees to work during verification or revision of their qualification resume'.

1.4.2 In order to have the best available labor pool available to the contract, potential contract employees may be identified by FAA personnel. Such identifications must not be and should not be construed as recommendations or advance approval for the selection or assignment of those individuals under the contract.

1.5 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 not later than two weeks after contract award. Task level quality control plans specified by some Task Orders must be provided to COTR(s). Plans must be kept current with updated copies of plans provided to the CO and COTR(s) as changes occur.

1.6 Quality Assurance. The Government will evaluate the contractor's performance under each task order in accordance with task-specific procedures and the inspection clauses.

1.7 Task Review Meetings. The project manager or assistant project manager shall be required to meet, at the discretion of the CO or COTR, with the CO or COTR(s) at anytime during the term of any identified task.

1.8 Physical Security. Nearly all work will be within secure facilities. Some contract employees may be issued Government keys to facilitate contract performance. The contractor shall be responsible for safeguarding all Government property provided for contractor use or under contractor control. Whenever a work area is to be unattended for a period of time, Government facilities, equipment, and materials shall be secured. Government property totally under the contractor's control (in-possession, in-travel, etc.) will be totally the contractor's responsibility.

1.9 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 and requirements. 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.

1.9.1 Overtime Directed by the Government. Overtime may be necessary on occasion as requested by the CO or COTR. 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 contractor personnel.

1.9.2 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 COTR for the approval 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 or a designated representative before any overtime is allowed.

1.9.3 Worktime in travel status. In keeping with Department of Labor regulations [29-CFR-785.39] the FAA "will not consider as worktime that time spent in travel away from home

outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile" under this SOW. Example: Contract performance that has normal work hours of 8:00 AM to 4:30 PM Monday through Friday, with 30 minute lunch, temporarily requires travel between work sites on a Saturday from 6 AM to 3 PM would be considered six and a half (6.5) hours worktime under this SOW [6 to 8 AM out of normal and 8 AM to 3 PM, less lunch, corresponding to normal working hours].

1.10 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 COTR 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.

1.11 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.

1.12 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 as a guideline for establishing allowable reimbursement costs for travel.

1.13 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. Details are contained in applicable terms and conditions in the Contract.

1.14 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.8- Phase-In, H.10 Transition Requirements, and AMS Clause 3.8.2-11, Continuity of Services, referenced in Section I of the Contract.

## **2.0 SECTION --DEFINITIONS**

### **2.1 STANDARD DEFINITIONS**

2.1.1 Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the PWS.

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

2.1.3 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.

2.1.4 Contracting Officer Technical Representative COTR). The authorized Government representative(s) acting within the limits of written delegated authority for management of specific projects or functional activities. Separate tasks or subtasks may have specific COTRs with specific delegations. Copies of CO delegations and the location of applicable executive delegations will be provided to the contractor.

## **3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

3.1 General. The Government shall provide, without cost, available facilities, equipment, materials and/or services listed below.

3.1 Property. No formal GFP is contemplated under this contract. In the event that GFP is to be transferred to the contractor, the transfer will be included in the controlling Task Order(s).

3.1.1 Facilities. The host Government organization shall provide available facilities at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Boulevard, Oklahoma city, Oklahoma 73169, or other Government leased/owned facilities for performance under this contract.

3.1.1.1 The on-site management staff shall be provided suitable, unfurnished, facilities at the MMAC.

3.1.1.2 Contractor employees shall be provided a suitable work stations (e.g., desk, chair, etc.) required to perform the services for each task at the Government task location.

3.1.2 Equipment. The Government shall furnish the contractor access to appropriate equipment required to perform services for each task at Government facilities.

3.1.3 Materials. The Government shall furnish the following:

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

3.1.3.2 Available administrative supplies required in the performance of tasks.

3.1.4 Services. Utilization of Government information systems and internal mail distribution systems will be provided to the extent that contract performance requires their use. Systems must not be used for contractor or individual employee purposes. Available initial emergency medical services and concessions located in Government facilities may be used by contractor personnel.

#### **4.0--CONTRACTOR FURNISHED ITEMS AND SERVICES**

- 4.1 General. The contractor shall furnish personnel, services management and supervision to perform each task.
- 4.2 In the event that contractor acquired facilities, equipment or materials are required due to non-availability of Government resources, such resources will be ordered under Task Orders as Materials/Subcontracts/Other Direct Costs items at actual or market prices.

#### **5.0--LABOR CATEGORIES (See Appendix A and B to SOW)**

- 5.1 Levels of Expertise and Competence. All labor categories require the best combination of expertise and competence available to perform the duties described in the Service Contract Act Directory of Occupations issued by the DOL and the work/skills defined in this SOW or Task Order work statements that are obtainable at prevailing or negotiated wage rates.
- 5.2 The scope of this SOW is not meant to exclude administrative tasks or specific efforts under a task that may require unique/temporary combinations of expertise, competence and/or responsibility that are available, but not at established contract wage rates and would otherwise entail continual contract modifications. Therefore, categories of premium qualification (for matching wage premiums) are defined to cover such requirements whenever they arise. All defined labor categories may be modified by the premiums below for a specific position or task element in an individual Task Order when required by the work to be performed (not based on a specific individual doing the work).
- 5.2.1 Expertise Premium. Unique or upper level expertise that is definable and apparent in the labor market, but not differentiated in Government labor definitions (e.g., an Inspector with aviation certification, an Administrative Assistant with experience in forensic toxicology, etc.). Expertise gained through performance under this SOW does qualify for premium.
- 5.2.2 Task Lead Premium. Smaller tasks or subtasks that can best be supervised by working supervisor, rather than a full-time supervisor, will have a designated position perform supervisor duties on a part time (based on number involved) basis for the priced premium. No more than 4 hours per week supervision.
- 5.2.3 Functional Lead Premium. Geographic separation or functional responsibilities often dictate that a secondary level of supervision be provided to contract performance. This lower level premium may be applied to designated positions for elements of large tasks or combinations of smaller tasks. No more than 12 hours per week supervision.
- 5.2.4 "Task Supervisor" I, II, (full time)-- These personnel will be providing supervision as a full time job of forty hours per week. This category of employee will be considered on-site supervisors for the contractor's personnel. Shall provide cross task supervision for all areas. Level will be dependent upon Task, and personnel supervised.

Appendix A to Statement of Work  
LABOR CATEGORY/SKILLS

Employee class	Gov. Equivalency	DOL Occupational Code*
1.0	RESERVED	
2.0	Word Processor I	GS-3 01611
3.0	Word Processor II	GS-4 01612
4.0	Word Processor III	GS-5 01613
5.0	Computer Operator I	GS-6 03041
6.0	Computer Operator II	GS-7 03042
7.0	Computer Operator III	GS-8 03043
8.0	Key Entry Operator I	GS-4 01131
9.0	Key Entry Operator II	GS-5 01132
10.0	General Clerk I	GS-3 01115
11.0	General Clerk II	GS-4 01116
12.0	General Clerk III,	GS-5 01117
13.0	General Clerk IV	GS-6 01118
14.0	Training Program Assistant I	GS-4 01117 +\$1.40*
15.0	Training Program Assistant II	GS-5 01117 +\$3.90*
16.0	Training Program Assistant III	GS-6 01118 +\$0.66*
17.0	Training Program Assistant IV	GS-8 01117 +\$2.34*
18.0	Instructor	GS-9 29160
19.0	Computer Based Training Specialist	GS-11 29035
20.0	Technical Writer I	GS-10 01613+\$2.32*
21.0	Technical Writer II	GS-11 01613+\$4.66*
22.0	Technical Writer III	GS-12 29480
23.0	Administrative Assistant I	GS-4 01311+\$1.53*
24.0	Administrative Assistant II	GS-5 01312+\$0.74*
25.0	Administrative Assistant III	GS-6 01313+\$0.71
26.0	Administrative Assistant IV	GS-8 01314+\$0.37*
27.0	Training Program Assistant V	GS-12 Supervisory Exempt
28.0	Switchboard Operator	GS-3 01460
29.0	Supply Technician	GS-7 01400
30.0	Receptionist	GS-4 01460
31.0	Administrative Analysts	GS-4 01117+\$1.40*
32.0	Administrative Analysts II	GS-5 01117+\$3.09*
33.0	Drafter I	GS-3 29061
34.0	Drafter II	GS-4 29062
35.0	Drafter III	GS-5 29063
36.0	Drafter IV	GS-7 29064
37.0	Peripheral Equipment Operator	GS-4 03160
38.0	Duplication/Office Machine Oper.	GS-4 01090
39.0	Document Preparation Clerk	GS-4 01060
40.0	Film/Tape Librarian	GS-4 01110
41.0	Mail Clerk	GS-3 01070
42.0	Computer Data Librarian I	GS-7 03010
43.0	Computer Data Librarian II	GS-8 03010 +\$0.67*
44.0	Inspector I	GS-7 01115 +\$0.69*
45.0	Inspector II	GS-8 21100
46.0	Inspector III	GS-9 01616 +\$1.65*
47.0	Inspector IV	GS-10 21020
48.0	Personnel Coordinator	GS-7 01263
49.0	Hotline Analyst I	GS-11 03045
50.0	Hotline Analyst II	GS-12 03045 +\$1.65*
51.0	Task Supervisor I	GS-11 Exempt
52.0	Task Supervisor II	GS-12 Exempt

\*- Category has been confirmed and/or modified from Directory for specialized application.

## **Appendix B to Statement of Work LABOR CATEGORY/DEFINITIONS of SKILLS**

The labor categories below are not contained in the SCA Handbook of Occupations nor are they included in the current DOL Wage Determination. Conformance procedures have been issued on some but not all. Some have been described in general terms because the need for these jobs is driven by the variation and complexity of FAA missions prevents advanced detailed specification. Some of the conformed job categories have been modified with expertise factors to reflect unique elements or variation of an otherwise standard category. Other categories may evolve to require conformances as the work evolves. These conformance actions will be documented by the contractor and provided to the Contracting Officer for processing in accordance with DOL requirements.

### **Administrative Assistant -General**

#### **Based on the Administrative Level of Responsibility**

This category is derived from the nature of the work relationship between the Administrative Assistant and the functions being accomplished/supported, the staff being supported and the extent to which the Administrative Assistant is expected to exercise initiative and judgment. Administrative Assistants should be matched at the level best describing their level of responsibility. When a position's duties span more than one level, the introductory paragraph at the beginning of each level should be used to determine which of the levels best matches the position. (Typically, Administrative Assistants performing at the higher levels of responsibility also perform duties described at the lower levels.)

Performing any of the following duties is excluded from this labor category:

- Acting as office manager for the organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revises or clarifies procedures to eliminate conflict or duplication; identifies and resolves various problems that affect the orderly flow of work in transactions with parties outside the organization.
- Assisting a single individual/position rather than the function or functions of an organization
- Time & Attendance responsibilities for Government employees.

### **Administrative Assistant-1**

Carries out recurring task function procedures independently. Selects the guideline or reference, which fits the specific case. Receives assignment from lead or supervisor. Lead or Supervisor provides specific instructions on new assignments and checks completed work for accuracy. Performs varied duties including or comparable to the following:

Responds to routine telephone requests, which have standard answers; refers calls and visitors to appropriate staff or functional point of contact.

- Processes incoming and outgoing mail, including response suspense; may send form letters and predetermined responses;
- Schedules appointments, and arranges for meeting rooms for functional staff members;
- Reviews materials prepared for staff personnel for typographical accuracy and proper format;
- Maintains recurring task internal reports, office equipment listings, correspondence controls, and training plans;
- Requisitions supplies, printing, maintenance, or other services. Establishes and maintains office files.

### **Administrative Assistant-II**

Handles differing functional situations, problems, and deviations in the work according to the general instructions, priorities, duties, policies, and program goals. Receives assignment from contract lead or supervisor. Lead or supervisor may assist with special assignments. Duties include or are comparable to the following:

Personally responds to requests for information concerning procedures; determines which requests should be handed off to appropriate staff member or other offices.

Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings;

Reviews outgoing materials and correspondence for internal consistency and conformance with functional task procedures; assures that proper clearances have been obtained, when needed;

Collects information from the files or staff for routine inquiries on program(s) or periodic reports. Refers non-routine requests to appropriate functional area;  
Coordinates personnel and administrative forms for the office and forwards for processing.

### **Administrative Assistant-III**

Uses greater judgment and initiative to determine the approach or action to take in nonroutine situations. Interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Receives assignment from lead or supervisor. Duties include or are comparable to the following:

Based on a non-technical administrative knowledge of the task function, composes correspondence or makes recommendations about administrative matters and general office policies;

Anticipates and prepares materials needed by the task function for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs lead or supervisor on matters to be considered;

Read publications, regulations, and directives and take action or refer those that are important to the function/task;

Prepares special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, etc., under general directions;

Advises subordinate on new procedures; requests information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc.

### **Administrative Assistant-IV**

Handles a wide variety of situations and conflicts involving administrative functions of the task. The Administrative Assistant may participate in developing the work timetables in support of completion of a task. Receives assignment from lead or supervisor. Duties include or are comparable to the following:

Composes correspondence requiring some understanding of both administrative and technical matters;

On own initiative, arranges for member to represent organization at conferences and meetings, establishes appointment priorities, or reschedules or refuses appointments or invitations;

Reads outgoing correspondence and alerts writers to any conflict with the file or departure from policies or functional viewpoints; gives advice to resolve the problems;

Summarizes the content of incoming materials, specially gathered information, or meetings to assist in meeting task requirements; coordinates the new information with background sources; draws attention to important parts or conflicts;

Ensures that requests for action or information are relayed to the appropriate task member; as needed, interprets request and helps implement action; makes sure that information is furnished in timely manner; may function as functional lead. Prepares agenda for conferences; explains discussion topics to participants; drafts introductions and develops background information and prepares outlines for staff member(s) to use in writing speeches.

### **TECHNICAL WRITER/EDITOR-I**

Develops, writes, and edits material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. Receives assignment from lead or supervisor. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment. Studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommend revisions or changes in scope, format, content, and methods of reproduction and binding. May maintain records and files of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relation releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.

### **TECHNICAL WRITER/EDITOR II (compare to Tech Writer 1 but with non-technical subject matter expertise.)**

Duties are the same as above with this position requiring a non-technical subject matter expert. Receives assignment from lead or supervisor. This position requires administrative expertise such as legal procedures, rules, regulations, record systems,

automation, human factors, testing, quality assurance, instructional and procedural manuals, and illustration/graphics, etc..  
Receives assignment from lead or supervisor.

**TECHNICAL WRITER/EDITOR III** (Compare to Tech Writer 1 but with both non-technical and technical subject matter expertise.)

Duties are the same as I and II above with this position requiring additional technical subject matter expertise. Receives assignment from lead or supervisor. This position requires technical expertise in engineering such as electrical, structural, mechanical engineering, aviation/aeronautical systems, medical qualification requirements, computer imaging, computer systems, etc. Receives assignment from lead or supervisor.

### **Administrative Analyst**

The labor category of Administrative Analyst is not contained in the SCA Handbook of Occupations nor is it included in the current DOL Wage Determination. This position is currently in the process of being conformed. The work falls between the General Clerk III and the General Clerk IV labor categories in the Handbook of Occupations. It is estimated that approximately 75 percent of the work performed is in the higher wage category.

### **Administrative Analyst-I**

Uses some subject-matter knowledge and judgement to complete assignments consisting of numerous steps that vary in nature and sequence. Receives assignment from lead or supervisor. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Requires using a personal computer, provide assistance to the lead or supervisor in special programs and functions.

- Develop, revise, edit, and updates computer spreadsheets used in tracking data, delivery orders, and purchase requests.
- Develop, revise, edit, and update data summary reports.
- Revise, edit and update purchase requests and delivery order continuation forms.
- Verification of contractor invoices.
- Type Speed Memos, and supplemental pages to those requests, letters, etc., as needed for normal conduct of work.
- Perform, as needed, supervisory functions required by the contract for contractor personnel.

Works in a "team" environment and provides assistance and guidance to fellow team members, promptly and willingly. Serves in other teams or branches as directed and requested on an as needed basis. Work assignments in other areas will be directed and coordinated by the contract personnel only.

### **Training Program Assistant**

The labor category of Training Program Assistant Level I, is not contained in the SCA Handbook of Occupations nor is it included in the current DOL Wage Determination. This category has been assigned a negotiated rate since contract DTFA-02-94-D-94318. The work falls between the General Clerk III and the General Clerk IV labor categories in the Handbook of Occupations. It is estimated that approximately 75 percent of the work performed is in the higher wage category

### **Training Program Assistant Level I**

Perform a wide range of duties including typing, filing, telephone/reception etiquette, and has ability to comprehend and comply with government regulations. Receives assignment from contract lead or supervisor. Must have knowledge necessary to schedule, assist and document seminars/training conducted by host organizations. Must have ability to brief caller on subject matter for each seminar conducted and area where seminars are to be conducted and assist applicant with selected area that will best serve the applicant's travel requirements. Operate a computer to input material and produce finished products. Input and manipulate data utilizing MS Excel spreadsheets and MS Access database management system. The duties include being responsible for insuring the correctness of data, format, spelling, punctuation, and grammar of all material typed. Use of agency directives, correspondence manuals, travel manuals, desk procedures, and precedent procedures in deterring matters concerning form and format of material. Duties will include participation in the further development and operation of the various databases. Will be required to ensure that the accounting of the database system and maintenance of it so as to meet all Government regulations pertaining to subject matter expertise for various systems.

**Training Program Assistant Level II** (compare to Training Program Assistant Level I-requiring additional non-technical subject matter expertise.)

Duties are the same as Training Program Assistant Level I above with this position having non-technical subject matter expertise. This position requires training expertise in legal issues/procedures, rules, regulations, record systems, automation, human factors, testing, instructional and procedural manuals. Receives assignment from lead or supervisor.

**Training Program Assistant Level III** (compare to Training Program Assistant Level II-requiring additional administrative and technical subject matter expertise.)

Duties are the same as Training Program Assistant Level I and II above with this position having additional technical subject matter expertise. This position requires subject matter expertise in training in various technical fields in engineering such as electrical, structural, mechanical engineering, aviation/aeronautical systems, medical qualification requirements, computer imaging, computer systems, automation, human factors, testing, instructional and procedural manuals. Receives assignment from lead or supervisor.

**Training Program Assistant Level IV** (compare to Training Program Assistant Level III-requiring both non-technical and technical subject matter expertise.)

Duties are the same as Training Program Assistant Level I, II, and III above. with this position having additional technical subject matter expertise. This position requires subject matter expertise in both non-technical and technical training in various technical fields in engineering such as electrical, structural, mechanical engineering, aviation/aeronautical systems, medical qualification requirements, computer imaging, computer systems, automation, human factors, testing, instructional and procedural manuals. May function as lead or supervisor. Provides guidance, instruction, and help to lower grades.

## **INSPECTOR**

Examines any of a variety of goods, services or operations for conformity to established quality, health, safety, legal, business, ethical or other standards, by performing any combination of the following duties. Examines raw materials for quality, and manufactured items for defects and for conformance to specifications, visually and using sample models and instruments, such as, scales, gauges, templates, calipers and micrometers. Verifies that established standards are maintained relative to such matters as food-growing, processing and marketing; product-packaging; storage and transportation methods; building and facilities; and business practices, operations and services. Affixes seals or tags to approved items, issues or revokes licenses and permits or ascertains that licenses and permits have been obtained and are displayed. Confers with officials, interprets regulations and codes, and assists establishments in altering methods and practices to meet established standards. Investigates complaints and violations, prepares reports of findings and action taken or recommended, files charges and testifies in court. Recommends changes in standards, administrative procedures, facilities, methods, and practices. Level is based on level of persons that completed the work being inspected.

### **INSPECTOR I (Basic Clerical Processes)**

Duties of this position require administrative subject matter expertise. This position requires subject matter expertise and training in various administrative processes. Receives assignment from lead or supervisor.

### **INSPECTOR II (Basic Technical Output)**

This position requires subject matter expertise and training in various technical fields in engineering such as electrical, structural, mechanical engineering, aviation/aeronautical systems, medical qualification requirements, computer imaging, computer records systems, automation, human factors, testing, instructional and procedural manuals etc. Receives assignment from lead or supervisor.

### **INSPECTOR III (Advanced Clerical Processes)**

Duties of this position require advance administrative subject matter expertise. This position requires superior subject matter expertise and training in various administrative processes. Receives assignment from lead or supervisor and may function as a lead.

### **INSPECTOR IV (Advanced Technical Output)**

This position requires advanced subject matter expertise and training in various technical fields in engineering such as electrical, structural, mechanical engineering, aviation/aeronautical systems, medical qualification requirements, computer

imaging, computer records systems, automation, human factors, testing, instructional and procedural manuals etc. Receives assignment from lead or supervisor or may function as a lead.

### **COMPUTER DATA LIBRARIAN I**

Maintains database information of media (tapes, disks, cards, cassettes, forms) used for automatic data processing applications and equipment. Classifies, catalogs, transcribes, and stores data items in accordance with standardized system. Issues media for processing on request. Updates and maintains records received, stored, issued, and returned. Examines returned media for damage or excessive wear to determine if they need replacing. May make minor repairs to damaged tapes.

### **COMPUTER DATA LIBRARIAN II**

Duties are the same as above with this position requiring non-technical subject matter expert. Receives assignment from lead or supervisor. This position requires administrative expertise such as legal procedures, rules, regulations, record systems, automation, human factors, testing, quality assurance, instructional and procedural manuals, and illustration/graphics, etc.. Receives assignment from lead or supervisor. Maintains database information of media (tapes, disks, cards, cassettes, forms) used for automatic data processing applications and equipment. Classifies, catalogs, transcribes, and stores data items in accordance with standardized system. Issues media for processing on request. Updates and maintains records received, stored, issued, and returned. Examines returned media for damage or excessive wear to determine if they need replacing. May make minor repairs to damaged tapes.

### **HOTLINE ANALYSTS-I**

Duties require a functional knowledge expertise specific to the area requiring the HOTLINE. . Receives assignment from lead or supervisor. Duties will require personnel to maintain currency on areas such as various computer hardware and associated systems software, various application software, regulations, laws, procedures, data base systems, administrative procedures, certification requirements and forms submission, logging, tracking, problem resolutions, problem referrals, good communication skills and be knowledgeable of the FAA and its organizations and policies as it relates to the subject matter expertise required for the functional knowledge of a specific subject matter expertise.

### **HOTLINE ANALYSTS-II**

Duties require a general functional knowledge expertise specific to the area requiring the HOTLINE. Duties will require personnel to maintain currency on various computer hardware and associated systems software, various application software, regulations, laws, procedures, data base systems, administrative procedures, certification requirements and forms submission, logging, tracking, problem resolutions, problem referrals, good communication skills and be knowledgeable of the FAA and its organizations and policies as it relates to the subject matter expertise required for the functional knowledge of a specific subject matter expertise. Responsible for training lower graded analysts.

### **DIRECT SUPERVISORY POSITIONS**

Are SCA exempt and assigned full-time supervisory responsibility over one or more tasks (orders). Direct supervision is required and paid for day-to-day, relatively continuous supervision of service employees or a total task. The level of the position will depend on the size and complexity of the task(s) to be supervised. Supervision/management over direct task supervisors will be recovered as contract overhead.

### **POSITIONS WITH ADDED LEAD RESPONSIBILITIES**

Based on task specifications, service personnel may be assigned limited supervisory (lead) responsibility for small tasks or elements of large tasks. Additional contract payments will be paid as a premium to those hours spent doing supervision only, not the total hours on the task. Total lead supervision may be projected at the start of the task(s) based on number of employees assigned, so that the lead premium(s) may be evenly divided over the billing periods of the task(s). This reduces the need to log specific time spent in supervision, incentive to over supervise, etc. in favor of utilizing the effect of supervision/leadership to demonstrate that the requirement is being satisfied.

Appendix A to Statement of Work  
LABOR CATEGORY/SKILLS--January 14, 2005

DOL Occupational Rev-17

Employee class	Code*	94-2432	Expertise Premium
1.0 RESERVED			
2.0 Word Processor I	01611	\$ 9.46	none
3.0 Word Processor II	01612	11.33	none
4.0 Word Processor III	01613	12.24	none
5.0 Computer Operator I	03041	11.33	none
6.0 Computer Operator II	03042	13.95	none
7.0 Computer Operator III	03043	18.70	none
8.0 Key Entry Operator I	01131	8.96	none
9.0 Key Entry Operator II	01132	10.49	none
10.0 General Clerk I	01115	9.11	none
11.0 General Clerk II	01116	9.87	none
12.0 General Clerk III,	01117	12.50	none
13.0 General Clerk IV	01118	18.00	none
14.0 Training Program Assistant I	01117	12.50	+\$1.84*
15.0 Training Program Assistant II	01117	12.50	+\$4.04*
16.0 Training Program Assistant III	01118	18.00	+\$0.87*
17.0 Training Program Assistant IV	01118	18.00	+\$3.07*
18.0 Instructor	29160	19.76	none
19.0 Computer Based Training Specialist	29035	25.02	none
20.0 Technical Writer I	01613	12.24	+\$2.42*
21.0 Technical Writer II	01613	12.24	+\$5.47*
22.0 Technical Writer III	29480	20.46	none
23.0 Administrative Assistant I	01311	12.64	+\$2.00*
24.0 Administrative Assistant II	01312	15.76	+\$0.97*
25.0 Administrative Assistant III	01313	18.26	+\$0.93
26.0 Administrative Assistant IV	01314	20.53	+\$0.48*
27.0 Training Program Assistant V	GS-12	Supervisory	Exempt
28.0 Switchboard Operator	01460	10.02	none
29.0 Supply Technician	01400	20.53	none
30.0 Receptionist	01460	10.02	none
31.0 Administrative Analysts	01117	12.50	+\$1.84*
32.0 Administrative Analysts II	01117	12.50	+\$4.05*
33.0 Drafter I	29061	12.17	none
34.0 Drafter II	29062	14.05	none
35.0 Drafter III	29063	18.53	none
36.0 Drafter IV	29064	21.63	none
37.0 Peripheral Equipment Operator	03160	11.33	none
38.0 Duplication/Office Machine Oper.	01090	11.46	none
39.0 Document Preparation Clerk	01060	11.99	none
40.0 Film/Tape Librarian	01110	11.96	none
41.0 Mail Clerk	01070	9.49	none
42.0 Computer Data Librarian I	03010	9.77	none
43.0 Computer Data Librarian II	03010	9.77	+\$0.67*
44.0 Inspector I	01115	9.11	+\$0.90*
45.0 Inspector II	01116	9.87	+\$1.91
46.0 Inspector III	01116	9.87	+\$4.07*
47.0 Inspector IV	21020	17.33	none
48.0 Personnel Coordinator	01263	15.16	none
49.0 Hotline Analyst I	03045	22.41	none
50.0 Hotline Analyst II	03045	22.41	+\$0.82*
51.0 Task Supervisor I	GS-11	Exempt	
52.0 Task Supervisor II	GS-12	Exempt	

Certain specified elements or positions on a task may require an element of expertise not available at the DOL Wage Determination rates. The Expertise premium will be paid under this CLIN 1.0 to obtain the extra levels of expertise specified on those tasks. The Expertise Premium is applied to the DOL Wage Determination Occupational Code shown for each category of labor, not all have the premium. Only those positions shown below with the wage differential required to obtain the specified expertise at cost above the DOL wage rate. EXAMPLE: A Clerk III [\$21.25/hr] is required that has expertise in aircraft ownership documents. The market wage for this expertise is \$15/hr compared to \$12.50 for a Clerk III without this expertise, resulting in a expertise Expertise Premium differential of \$2.50/hr. For the labor categories shown below those with an existing Expertise Premium is shown and can be ordered on the task requiring the specified level of expertise at the rates shown above.

94-2432 OK, OKLAHOMA CITY 07/20/04

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WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                              Wage Determinations

Wage 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

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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.

ATTACHMENT 3a  
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 3b  
\*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.