

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	TING	PAGE 1	OF PGS
2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-02-D-08855		3. EFFECTIVE DATE 4/21/02	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DTFA-02-02-R-00008		
5. ISSUED BY CODE FAA, AMT Acquisition Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) CODE FAA, AMT Acquisition Contract Mgmt. Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Apt Services, Inc. 729 N. W. 17th. Oklahoma City, OK 73103			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30		
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
11. SHIP TO/MARK FOR CODE FAA/MM Aeronautical Center 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73125		Mark for: AVN-27		12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405) 954-4304	
13. RESERVED			14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder.		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

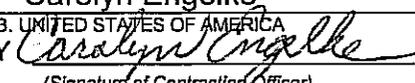
Accepted as to Items 1 through 10 inclusive in Part 1, Section B, Base-Year only. Amendments A001 through A009, Apt proposal dated 4/15/02 and negotiations are all incorporated herein. Attachment #6, Negotiated Direct Hourly Labor Rates, dated 4/15/02, incorporated by reference.

15G. TOTAL AMOUNT OF CONTRACT \$5,793,045.00 (est.)

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(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I -- THE SCHEDULE				PART II -- CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	41-50
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2R-21R(2)	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	22-24	X	J	LIST OF ATTACHMENTS	51R(a)
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	25		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORPORATED BY REFERENCE
X	F	DELIVERIES OR PERFORMANCE	25-27		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	27-30R		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	30R-41				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this doc.) Your offer on RFO Number DTFA-02-02-R-00008, 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 Carolyn Engelke	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED 4/20/02

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

PAGE OF 1

2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFA-02-R-00008	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 8/2/01	6. REQUISITION/PURCHASE NO. 01-27520 <i>(FAA Internal Use Only)</i>
7. ISSUED BY FAA, AMT Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933		

Indefinite Delivery/Indefinite Quantity with Time- and-Material Provisions SOLICITATION Technical Support Services for AVN

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:00 p.m. local time 9/6/01
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Carolyn Engelke	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7825
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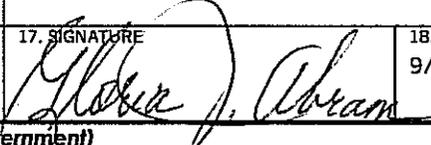
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	22-24	X	J	LIST OF ATTACHMENTS	51
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	25		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	52-55
X	F	DELIVERIES OR PERFORMANCE	25-27	X			
X	G	CONTRACT ADMINISTRATION DATA	27-30	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	55-60
X	H	SPECIAL CONTRACT REQUIREMENTS	30-41	X	M	EVALUATION FACTORS FOR AWARD	60-63

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.
In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, AMS Clause No.3.3.1-6)</i> >	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A001	8/7/2001	A002	8/9/2001
	A003	8/14/2001	A004	9/5/01
	A005	9/6/01		

15A. NAME AND ADDRESS OF OFFEROR Apt Services, Inc. 729 NW 17th Oklahoma City, OK 73103 FAX #405-424-3069	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> Gloria J. Abram President
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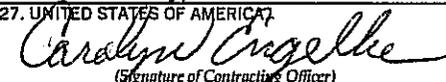
15B. TELEPHONE NO. (Include area code) 405-830-8558	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE 9/12/2001
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	ITEM
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24. ADMINISTERED BY (If other than Item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304
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NAME OF CONTRACTING OFFICER (Type or print) Carolyn Engelke	27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE 4/20/02
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR

Furnish the below listed labor disciplines (skills) to provide Technical Support Services in accordance with the terms and conditions set forth herein:

ESTIMATED
ANNUAL
REQUIREMENTS

1. LABOR DISCIPLINE (SKILL):

(a) Aviation Safety Inspector	5,000 Hrs	\$	51.87	\$	259,350.00
(b) Aeronautical Information Specialist	42,000 Hrs	\$	42.45	\$	1,782,900.00
(c) Airspace System Inspection Pilot	1,500 Hrs	\$	53.72	\$	80,580.00
(d) Flight Inspection Ops Officers	9,000 Hrs	\$	51.87	\$	466,830.00
(e) Engineer	500 Hrs	\$	51.87	\$	25,935.00
(f) Senior Engineer	1,000 Hrs	\$	60.97	\$	60,970.00
(g) Junior Technical Writer/Editor	500 Hrs	\$	29.35	\$	14,675.00
(h) Journeyman Technical Writer/Editor	2,000 Hrs	\$	34.44	\$	68,880.00
(i) Senior Technical Writer/Editor	500 Hrs	\$	38.11	\$	19,055.00
(j) Office Automation Specialist	500 Hrs	\$	40.60	\$	20,300.00
(k) Clerk Typist/Word Processor	6,000 Hrs	\$	18.93	\$	113,580.00
(l) Jr. Program Analyst	8,000 Hrs	\$	31.14	\$	249,120.00
(m) Journeyman Program Analyst	1,500 Hrs	\$	37.16	\$	55,740.00
(n) Senior Program Analyst	7,500 Hrs	\$	51.87	\$	389,025.00

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(o)	Junior Logistics Specialist	500	Hrs	\$ 56.37	\$ 28,185.00
(p)	Senior Logistics Specialist	500	Hrs	\$ 70.68	\$ 35,340.00
(q)	Jr. Functional Specialist	2,000	Hrs	\$ 39.59	\$ 79,180.00
(r)	Journeyman Functional Specialist	4,000	Hrs	\$ 72.77	\$ 291,080.00
(s)	Senior Functional Specialist	2,000	Hrs	\$ 82.96	\$ 165,920.00
(t)	Jr. Program Assistant	13,500	Hrs	\$ 24.07	\$ 324,945.00
(u)	Journeyman Program Assistant	10,000	Hrs	\$ 24.86	\$ 248,600.00
(v)	Senior Program Assistant	20,500	Hrs	\$ 26.08	\$ 534,640.00
(w)	Senior IAPA Specialist	2,000	Hrs	\$ 53.04	\$ 106,080.00
(x)	Journeyman IAPA Specialist	4,000	Hrs	\$ 43.92	\$ 175,680.00
(y)	Mid Level IAPA Specialist	2,000	Hrs	\$ 38.73	\$ 77,460.00
(z)	Entry Level IAPA Specialist	500	Hrs	\$ 34.72	\$ 17,360.00
(aa)	Aircraft Sheet Metal Worker/Painter	500	Hrs	\$ 28.45	\$ 14,225.00
(bb)	Materials Handler/Parts Expediter	500	Hrs	\$ 26.62	\$ 13,310.00

Minimum Guaranteed Hours: 40,653
Maximum Annual Hours: 325,220
Minimum Order Hours: 40,653
Maximum Order Hours: 162,610

2. Premium for OVERTIME as a Percentage
Increase of Normal Labor Hours Price for all
Labor Categories Listed Above (Example 20%) 36.00 %

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3. **Premium for Performance of Night Pay DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%) 10 %**

4. **Premium for Performance of SUNDAY PAY DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%) 25 %**

5. **Travel Costs FAA Estimate Not-to-Exceed \$ 50,000.00 (IAW Clause H.20)**

6. **Contractor Furnished Direct Materials When Government-Furnished Materials Are Not Available or Accessible (to be paid at actual cost plus handling charge, if applicable) FAA Estimate \$1,000, plus 10.00% handling charge = \$ 1,100.00**

7. **EXPERTISE PREMIUM and REMOTE SITE ADJUSTER paid above normal labor hour price for labor categories listed above, as required. (computed as 1.67 x RSA and/or EP hourly premium FAA estimate 400 hours) FAA Estimate \$ 8,000.00**

Remote Site Adj (RSA) Non-Exempt Category Example:			
Clerk Typist/WP Bill Rate (utilize WP III)	\$18.93	Locality Pay Example: Atlanta 9.7% less OK 8.6% = 0.011)	
Wage Det (WD) Rate (GA example)	\$16.11		
Contract Negotiated Rate for Okla. City	\$10.53	Expertise Premium (EP) Adj Example w/RSA:	
Difference (WD less OKC contract negotiated rate)	\$5.58	Sr Prog Asst Contract Bill Rate	\$26.36
Contract RSA Wrap Rate	1.67	Atlanta Market Rate Example	\$17.50
RSA (1.67 x Difference)	\$9.32	Atlanta RSA Pay Rate	\$15.28
Bill Rate for Remote Site (Contract Bill Rate + RSA)	\$28.25	Market Rate Adjustment (MRA)	\$2.22
		Contract EP Wrap Rate	1.67
		EP Adjustment	\$3.71
RSA EXAMPLE (Exempt Category):		RSA/EP Bill Rate (example)	\$30.06
Sr Prog Asst Contract Bill Rate	\$26.08		
Locality Pay Factor (See Locality Indices)	0.011	Expertise Premium (EP) Adj Example for OK:	
Contract Negotiated Rate for OKC	\$15.11	Sr Prog Asst Contract Bill Rate	\$26.08
Market Rate Adjustment (MRA)		OKC Market Rate Example	\$16.25
(locality factor x negotiated rate)	\$0.17	Contract Negotiated Rate for OKC	\$15.11
Atlanta RSA Pay Rate	\$15.28	Market Rate Adjustment (MRA)	\$1.14
Contract Wrap Rate	1.67	Contract EP Wrap Rate	1.67
RSA (contract wrap rate x MRA)	\$0.28	EP Adjustment	\$1.90
Bill Rate w/RSA (Contract Bill Rate + RSA)	\$26.36	EP Bill Rate for OKC (example)	\$27.98

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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8.	Premium Insurance at cost IAW 3.4.1-12 Insurance (as required by specific task order)			FAA estimate	\$ <u>10,000.00</u>
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9.	Sub-Contract and Other Direct Costs [See C.9(b)(1)] Sub-Contractor G&A			FAA estimate	\$ <u>5,000.00</u>
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BASE YEAR ESTIMATED TOTAL PRICE . . . \$ 5,793,045.00

NOTE: COMPLETION TASKS MAY BE FIRM-FIXED

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 1

Furnish the below listed labor disciplines (skills) to provide Technical Support Services in accordance with the terms and conditions set forth herein:

ESTIMATED
ANNUAL
REQUIREMENTS

1. LABOR DISCIPLINE (SKILL):

(a) Aviation Safety Inspector	5,000 Hrs	\$ 53.80	\$ 269,000.00
(b) Aeronautical Information Specialist	42,000 Hrs	\$ 44.09	\$ 1,851,780.00
(c) Airspace System Inspection Pilot	1,500 Hrs	\$ 55.70	\$ 83,550.00
(d) Flight Inspection Ops Officers	9,000 Hrs	\$ 53.80	\$ 484,200.00
(e) Engineer	500 Hrs	\$ 53.80	\$ 26,900.00
(f) Senior Engineer	1,000 Hrs	\$ 63.20	\$ 63,200.00
(g) Junior Technical Writer/Editor	500 Hrs	\$ 29.76	\$ 14,880.00
(h) Journeyman Technical Writer/Editor	2,000 Hrs	\$ 34.86	\$ 69,720.00
(i) Senior Technical Writer/Editor	500 Hrs	\$ 39.60	\$ 19,800.00
(j) Office Automation Specialist	500 Hrs	\$ 41.03	\$ 20,515.00
(k) Clerk Typist/Word Processor	6,000 Hrs	\$ 19.32	\$ 115,920.00
(l) Jr. Program Analyst	8,000 Hrs	\$ 32.42	\$ 259,360.00
(m) Journeyman Program Analyst	1,500 Hrs	\$ 38.63	\$ 57,945.00
(n) Senior Program Analyst	7,500 Hrs	\$ 53.80	\$ 403,500.00

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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(o)	Junior Logistics Specialist	500 Hrs		\$ <u>58.45</u>	\$ <u>29,225.00</u>
(p)	Senior Logistics Specialist	500 Hrs		\$ <u>73.22</u>	\$ <u>36,610.00</u>
(q)	Jr. Functional Specialist	2,000 Hrs		\$ <u>41.14</u>	\$ <u>82,280.00</u>
(r)	Journeyman Functional Specialist	4,000 Hrs		\$ <u>75.37</u>	\$ <u>301,480.00</u>
(s)	Senior Functional Specialist	2,000 Hrs		\$ <u>85.90</u>	\$ <u>171,800.00</u>
(t)	Jr. Program Assistant	13,500 Hrs		\$ <u>25.12</u>	\$ <u>339,120.00</u>
(u)	Journeyman Program Assistant	10,000 Hrs		\$ <u>25.94</u>	\$ <u>259,400.00</u>
(v)	Senior Program Assistant	20,500 Hrs		\$ <u>27.19</u>	\$ <u>557,395.00</u>
(w)	Senior IAPA Specialist	2,000 Hrs		\$ <u>55.00</u>	\$ <u>110,000.00</u>
(x)	Journeyman IAPA Specialist	4,000 Hrs		\$ <u>45.60</u>	\$ <u>182,400.00</u>
(y)	Mid Level IAPA Specialist	2,000 Hrs		\$ <u>40.26</u>	\$ <u>80,520.00</u>
(z)	Entry Level IAPA Specialist	500 Hrs		\$ <u>36.11</u>	\$ <u>18,055.00</u>
(aa)	Aircraft Sheet Metal Worker/Painter	500 Hrs		\$ <u>28.95</u>	\$ <u>14,475.00</u>
(bb)	Materials Handler/Parts Expediter	500 Hrs		\$ <u>27.12</u>	\$ <u>13,560.00</u>

Minimum Guaranteed Hours: 40,653
 Maximum Annual Hours: 325,220
 Minimum Order Hours: 40,653
 Maximum Order Hours: 162,610

2. Premium for OVERTIME as a Percentage Increase of Normal Labor Hours Price for all Labor Categories Listed Above (Example 20%) 36 %

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3.	Premium for Performance of Night Pay DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%)			10 %	
4.	Premium for Performance of SUNDAY PAY DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%)			25 %	
5.	Travel Costs (IAW Clause H.20)			FAA Estimate Not-to-Exceed	\$ 50,000.00
6.	Contractor Furnished Direct Materials When Government-Furnished Materials Are Not Available or Accessible (to be paid at actual cost plus handling charge, if applicable)			FAA Estimate \$1,000, plus 10.00% handling charge =	\$ 1,100.00

**EXPERTISE PREMIUM paid above normal
labor hour price for labor categories listed
above, as required. (computed as 1.67 x RSA and/or EP hourly premium**

FAA estimate 400 hours) **FAA Estimate \$ 8,000.00**

Remote Site Adj (RSA) Non-Exempt Category Example:

Clerk Typist/WP Bill Rate (utilize WP III)	\$18.93	Locality Pay Example: Atlanta 9.7% less OK 8.6% = 0.011	
Wage Det (WD) Rate (GA example)	\$16.11		
Contract Negotiated Rate for Okla. City	\$10.53	Expertise Premium (EP) Adj Example w/RSA:	
Difference (WD less OKC contract negotiated rate)	\$5.58	Sr Prog Asst Contract Bill Rate	\$26.36
Contract RSA Wrap Rate	1.67	Atlanta Market Rate Example	\$17.50
RSA (1.67 x Difference)	\$9.32	Atlanta RSA Pay Rate	\$15.28
Bill Rate for Remote Site (Contract Bill Rate + RSA)	\$28.25	Market Rate Adjustment (MRA)	\$2.22
		Contract EP Wrap Rate	1.67
		EP Adjustment	\$3.71
RSA EXAMPLE (Exempt Category):		RSA/EP Bill Rate (example)	\$30.06
Sr Prog Asst Contract Bill Rate	\$26.08		
Locality Pay Factor (See Locality Indices)	0.011	Expertise Premium (EP) Adj Example for OK:	
Contract Negotiated Rate for OKC	\$15.11	Sr Prog Asst Contract Bill Rate	\$26.08
Market Rate Adjustment (MRA)		OKC Market Rate Example	\$16.25
(locality factor x negotiated rate)	\$0.17	Contract Negotiated Rate for OKC	\$15.11
Atlanta RSA Pay Rate	\$15.28	Market Rate Adjustment (MRA)	\$1.14
Contract Wrap Rate	1.67	Contract EP Wrap Rate	1.67
RSA (contract wrap rate x MRA)	\$0.28	EP Adjustment	\$1.90
Bill Rate w/RSA (Contract Bill Rate + RSA)	\$26.36	EP Bill Rate for OKC (example)	\$27.98

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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8. **Premium Insurance at cost IAW 3.4.1-12**
Insurance (as required by specific task order) **FAA estimate** \$ 10,000.00

9. **Sub-Contract and Other Direct Costs [See**
C.9(b)(1)] Sub-Contractor G&A **FAA estimate** \$ 5,000.00

OPTION YEAR 1 ESTIMATED TOTAL PRICE \$ 6,010,690.00

NOTE: COMPLETION TASKS MAY BE FIRM-FIXED

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 2

Furnish the below listed labor disciplines (skills) to provide Technical Support Services in accordance with the terms and conditions set forth herein:

ESTIMATED
ANNUAL
REQUIREMENTS

1. LABOR DISCIPLINE (SKILL):

(a) Aviation Safety Inspector	5,000 Hrs	\$	55.89	\$	279,450.00
(b) Aeronautical Information Specialist	42,000 Hrs	\$	45.85	\$	1,925,700.00
(c) Airspace System Inspection Pilot	1,500 Hrs	\$	57.84	\$	86,760.00
(d) Flight Inspection Ops Officers	9,000 Hrs	\$	55.89	\$	503,010.00
(e) Engineer	500 Hrs	\$	55.89	\$	27,945.00
(f) Senior Engineer	1,000 Hrs	\$	65.59	\$	65,590.00
(g) Junior Technical Writer/Editor	500 Hrs	\$	30.25	\$	15,125.00
(h) Journeyman Technical Writer/Editor	2,000 Hrs	\$	35.37	\$	70,740.00
(i) Senior Technical Writer/Editor	500 Hrs	\$	41.22	\$	20,610.00
(j) Office Automation Specialist	500 Hrs	\$	41.55	\$	20,775.00
(k) Clerk Typist/Word Processor	6,000 Hrs	\$	19.78	\$	118,680.00
(l) Jr. Program Analyst	8,000 Hrs	\$	33.81	\$	270,480.00
(m) Journeyman Program Analyst	1,500 Hrs	\$	40.23	\$	60,345.00
(n) Senior Program Analyst	7,500 Hrs	\$	55.89	\$	419,175.00

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(o)	Junior Logistics Specialist	500 Hrs		\$ <u>60.69</u>	\$ <u>30,345.00</u>
(p)	Senior Logistics Specialist	500 Hrs		\$ <u>75.95</u>	\$ <u>37,975.00</u>
(q)	Jr. Functional Specialist	2,000 Hrs		\$ <u>42.80</u>	\$ <u>85,600.00</u>
(r)	Journeyman Functional Specialist	4,000 Hrs		\$ <u>78.17</u>	\$ <u>312,680.00</u>
(s)	Senior Functional Specialist	2,000 Hrs		\$ <u>89.05</u>	\$ <u>178,100.00</u>
(t)	Jr. Program Assistant	13,500 Hrs		\$ <u>26.28</u>	\$ <u>354,780.00</u>
(u)	Journeyman Program Assistant	10,000 Hrs		\$ <u>27.11</u>	\$ <u>271,100.00</u>
(v)	Senior Program Assistant	20,500 Hrs		\$ <u>28.41</u>	\$ <u>582,405.00</u>
(w)	Senior IAPA Specialist	2,000 Hrs		\$ <u>57.12</u>	\$ <u>114,240.00</u>
(x)	Journeyman IAPA Specialist	4,000 Hrs		\$ <u>47.42</u>	\$ <u>189,680.00</u>
(y)	Mid Level IAPA Specialist	2,000 Hrs		\$ <u>41.91</u>	\$ <u>83,820.00</u>
(z)	Entry Level IAPA Specialist	500 Hrs		\$ <u>37.62</u>	\$ <u>18,810.00</u>
(aa)	Aircraft Sheet Metal Worker/Painter	500 Hrs		\$ <u>29.53</u>	\$ <u>14,765.00</u>
(bb)	Materials Handler/Parts Expediter	500 Hrs		\$ <u>27.69</u>	\$ <u>13,845.00</u>

Minimum Guaranteed Hours: 40,653
Maximum Annual Hours: 325,220
Minimum Order Hours: 40,653
Maximum Order Hours: 162,610

2. Premium for OVERTIME as a Percentage
Increase of Normal Labor Hours Price for all
Labor Categories Listed Above (Example 20%) 36 %

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3. **Premium for Performance of Night Pay
DIFFERENTIAL Work as a Percentage
Increase of Normal Labor Hour Price for all
Labor Categories Listed Above (Example 20%) 10 %**

4. **Premium for Performance of SUNDAY PAY
DIFFERENTIAL Work as a Percentage
Increase of Normal Labor Hour Price for all
Labor Categories Listed Above (Example 20%) 25 %**

5. **Travel Costs FAA Estimate Not-to-Exceed \$ 50,000.00
(IAW Clause H.20)**

6. **Contractor Furnished Direct Materials When
Government-Furnished Materials Are Not
Available or Accessible (to be paid at actual
cost plus handling charge, if applicable)
FAA Estimate \$1,000, plus 10.00% handling charge = \$ 1,100.00**

7. **EXPERTISE PREMIUM paid above normal
labor hour price for labor categories listed
above, as required. (computed as 1.67 x RSA and/or EP hourly premium
FAA estimate 400 hours) FAA Estimate \$ 8,000.00**

Remote Site Adj (RSA) Non-Exempt Category Example:

Clerk Typist/WP Bill Rate (utilize WP III)	\$18.93	Locality Pay Example: Atlanta 9.7% less OK 8.6% = 0.011	
Wage Det (WD) Rate (GA example)	\$16.11		
Contract Negotiated Rate for Okla. City	\$10.53	Expertise Premium (EP) Adj Example w/RSA:	
Difference (WD less OKC contract negotiated rate)	\$5.58	Sr Prog Asst Contract Bill Rate	\$26.36
Contract RSA Wrap Rate	1.67	Atlanta Market Rate Example	\$17.50
RSA (1.67 x Difference)	\$9.32	Atlanta RSA Pay Rate	\$15.28
Bill Rate for Remote Site (Contract Bill Rate + RSA)	\$28.25	Market Rate Adjustment (MRA)	\$2.22

RSA EXAMPLE (Exempt Category):

Sr Prog Asst Contract Bill Rate	\$26.08
Locality Pay Factor (See Locality Indices)	0.011
Contract Negotiated Rate for OKC	\$15.11
Market Rate Adjustment (MRA) (locality factor x negotiated rate)	\$0.17
Atlanta RSA Pay Rate	\$15.28
Contract Wrap Rate	1.67
RSA (contract wrap rate x MRA)	\$0.28
Bill Rate w/RSA (Contract Bill Rate + RSA)	\$26.36

Expertise Premium (EP) Adj Example for OK:

Sr Prog Asst Contract Bill Rate			\$26.08
OKC Market Rate Example			\$16.25
Contract Negotiated Rate for OKC			\$15.11
Market Rate Adjustment (MRA)			\$1.14
Contract EP Wrap Rate			1.67
EP Adjustment			\$1.90
EP Bill Rate for OKC (example)			\$27.98

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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8.	Premium Insurance at cost IAW 3.4.1-12 Insurance (as required by specific task order) . . .			FAA estimate	\$ <u>10,000.00</u>
9.	Sub-Contract and Other Direct Costs [See C.9(b)(1)] Sub-Contractor G&A			FAA estimate	\$ <u>5,000.00</u>

OPTION YEAR 2 ESTIMATED TOTAL PRICE . . . \$ 6,246,630.00

NOTE: COMPLETION TASKS MAY BE FIRM-FIXED

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 3

Furnish the below listed labor disciplines (skills) to provide Technical Support Services in accordance with the terms and conditions set forth herein:

ESTIMATED
ANNUAL
REQUIREMENTS

1. LABOR DISCIPLINE (SKILL):

(a) Aviation Safety Inspector	5,000 Hrs	\$	<u>58.16</u>	\$	<u>290,800.00</u>
(b) Aeronautical Information Specialist	42,000 Hrs	\$	<u>47.77</u>	\$	<u>2,006,340.00</u>
(c) Airspace System Inspection Pilot	1,500 Hrs	\$	<u>60.17</u>	\$	<u>90,255.00</u>
(d) Flight Inspection Ops Officers	9,000 Hrs	\$	<u>58.16</u>	\$	<u>523,440.00</u>
(e) Engineer	500 Hrs	\$	<u>58.16</u>	\$	<u>29,080.00</u>
(f) Senior Engineer	1,000 Hrs	\$	<u>68.20</u>	\$	<u>68,200.00</u>
(g) Junior Technical Writer/Editor	500 Hrs	\$	<u>30.84</u>	\$	<u>15,420.00</u>
(h) Journeyman Technical Writer/Editor	2,000 Hrs	\$	<u>35.97</u>	\$	<u>71,940.00</u>
(i) Senior Technical Writer/Editor	500 Hrs	\$	<u>43.00</u>	\$	<u>21,500.00</u>
(j) Office Automation Specialist	500 Hrs	\$	<u>42.18</u>	\$	<u>21,090.00</u>
(k) Clerk Typist/Word Processor	6,000 Hrs	\$	<u>20.33</u>	\$	<u>121,980.00</u>
(l) Jr. Program Analyst	8,000 Hrs	\$	<u>35.33</u>	\$	<u>282,640.00</u>
(m) Journeyman Program Analyst	1,500 Hrs	\$	<u>41.98</u>	\$	<u>62,970.00</u>
(n) Senior Program Analyst	7,500 Hrs	\$	<u>58.16</u>	\$	<u>436,200.00</u>

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(o)	Junior Logistics Specialist	500 Hrs		\$ <u>63.12</u>	\$ <u>31,560.00</u>
(p)	Senior Logistics Specialist	500 Hrs		\$ <u>78.91</u>	\$ <u>39,455.00</u>
(q)	Jr. Functional Specialist	2,000 Hrs		\$ <u>44.63</u>	\$ <u>89,260.00</u>
(r)	Journeyman Functional Specialist	4,000 Hrs		\$ <u>81.19</u>	\$ <u>324,760.00</u>
(s)	Senior Functional Specialist	2,000 Hrs		\$ <u>92.45</u>	\$ <u>184,900.00</u>
(t)	Jr. Program Assistant	13,500 Hrs		\$ <u>27.55</u>	\$ <u>371,925.00</u>
(u)	Journeyman Program Assistant	10,000 Hrs		\$ <u>28.41</u>	\$ <u>284,100.00</u>
(v)	Senior Program Assistant	20,500 Hrs		\$ <u>29.75</u>	\$ <u>609,875.00</u>
(w)	Senior IAPA Specialist	2,000 Hrs		\$ <u>59.43</u>	\$ <u>118,860.00</u>
(x)	Journeyman IAPA Specialist	4,000 Hrs		\$ <u>49.39</u>	\$ <u>197,560.00</u>
(y)	Mid Level IAPA Specialist	2,000 Hrs		\$ <u>43.70</u>	\$ <u>87,400.00</u>
(z)	Entry Level IAPA Specialist	500 Hrs		\$ <u>39.28</u>	\$ <u>19,640.00</u>
(aa)	Aircraft Sheet Metal Worker/Painter	500 Hrs		\$ <u>30.21</u>	\$ <u>15,105.00</u>
(bb)	Materials Handler/Parts Expediter	500 Hrs		\$ <u>28.35</u>	\$ <u>14,175.00</u>

Minimum Guaranteed Hours: 40,653
Maximum Annual Hours: 325,220
Minimum Order Hours: 40,653
Maximum Order Hours: 162,610

2. Premium for OVERTIME as a Percentage
Increase of Normal Labor Hours Price for all
Labor Categories Listed Above (Example 20%) 36 %

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3. Premium for Performance of Night Pay DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%) 10 %

4. Premium for Performance of SUNDAY PAY DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%) 25 %

5. Travel Costs FAA Estimate Not-to-Exceed \$ 50,000.00 (IAW Clause H.20)

6. Contractor Furnished Direct Materials When Government-Furnished Materials Are Not Available or Accessible (to be paid at actual cost plus handling charge, if applicable) FAA Estimate \$1,000, plus 10.00% handling charge = \$ 1,100.00

7. EXPERTISE PREMIUM paid above normal labor hour price for labor categories listed above, as required. (computed as 1.67 x RSA and/or EP hourly premium FAA estimate 400 hours) FAA Estimate \$ 8,000.00

Remote Site Adj (RSA) Non-Exempt Category Example:

Clerk Typist/WP Bill Rate (utilize WP III)	\$18.93
Wage Det (WD) Rate (GA example)	\$16.11
Contract Negotiated Rate for Okla. City	\$10.53
Difference (WD less OKC contract negotiated rate)	\$5.58
Contract RSA Wrap Rate	1.67
RSA (1.67 x Difference)	\$9.32
Bill Rate for Remote Site (Contract Bill Rate + RSA)	\$28.25

Locality Pay Example: Atlanta 9.7% less OK 8.6% = 0.011

Expertise Premium (EP) Adj Example w/RSA:

Sr Prog Asst Contract Bill Rate	\$26.36
Atlanta Market Rate Example	\$17.50
Atlanta RSA Pay Rate	\$15.28
Market Rate Adjustment (MRA)	\$2.22
Contract EP Wrap Rate	1.67
EP Adjustment	\$3.71
RSA/EP Bill Rate (example)	\$30.06

RSA EXAMPLE (Exempt Category):

Sr Prog Asst Contract Bill Rate	\$26.08
Locality Pay Factor (See Locality Indices)	0.011
Contract Negotiated Rate for OKC	\$15.11
Market Rate Adjustment (MRA) (locality factor x negotiated rate)	\$0.17
Atlanta RSA Pay Rate	\$15.28
Contract Wrap Rate	1.67
RSA (contract wrap rate x MRA)	\$0.28
Bill Rate w/RSA (Contract Bill Rate + RSA)	\$26.36

Expertise Premium (EP) Adj Example for OK:

Sr Prog Asst Contract Bill Rate	\$26.08
OKC Market Rate Example	\$16.25
Contract Negotiated Rate for OKC	\$15.11
Market Rate Adjustment (MRA)	\$1.14
Contract EP Wrap Rate	1.67
EP Adjustment	\$1.90
EP Bill Rate for OKC (example)	\$27.98

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8.	Premium Insurance at cost IAW 3.4.1-12 Insurance (as required by specific task order) . .			FAA estimate	\$ <u>10,000.00</u>
9.	Sub-Contract and Other Direct Costs [See C.9(b)(1)] Sub-Contractor G&A			FAA estimate	\$ <u>5,000.00</u>

OPTION YEAR 3 ESTIMATED TOTAL PRICE . . \$ 6,504,530.00

NOTE: COMPLETION TASKS MAY BE FIRM-FIXED

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR 4

Furnish the below listed labor disciplines (skills) to provide Technical Support Services in accordance with the terms and conditions set forth herein:

ESTIMATED
ANNUAL
REQUIREMENTS

1. LABOR DISCIPLINE (SKILL):

(a) Aviation Safety Inspector	5,000 Hrs	\$ 60.61	\$ 303,050.00
(b) Aeronautical Information Specialist	42,000 Hrs	\$ 49.86	\$ 2,094,120.00
(c) Airspace System Inspection Pilot	1,500 Hrs	\$ 62.69	\$ 94,035.00
(d) Flight Inspection Ops Officers	9,000 Hrs	\$ 60.61	\$ 545,490.00
(e) Engineer	500 Hrs	\$ 60.61	\$ 30,305.00
(f) Senior Engineer	1,000 Hrs	\$ 70.99	\$ 70,990.00
(g) Junior Technical Writer/Editor	500 Hrs	\$ 31.53	\$ 15,765.00
(h) Journeyman Technical Writer/Editor	2,000 Hrs	\$ 36.69	\$ 73,380.00
(i) Senior Technical Writer/Editor	500 Hrs	\$ 44.92	\$ 22,460.00
(j) Office Automation Specialist	500 Hrs	\$ 42.92	\$ 21,460.00
(k) Clerk Typist/Word Processor	6,000 Hrs	\$ 20.97	\$ 125,820.00
(l) Jr. Program Analyst	8,000 Hrs	\$ 36.98	\$ 295,840.00
(m) Journeyman Program Analyst	1,500 Hrs	\$ 43.87	\$ 65,805.00
(n) Senior Program Analyst	7,500 Hrs	\$ 60.61	\$ 454,575.00

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(o)	Junior Logistics Specialist	500	Hrs	\$ <u>65.74</u>	\$ <u>32,870.00</u>
(p)	Senior Logistics Specialist	500	Hrs	\$ <u>82.08</u>	\$ <u>41,040.00</u>
(q)	Jr. Functional Specialist	2,000	Hrs	\$ <u>46.61</u>	\$ <u>93,220.00</u>
(r)	Journeyman Functional Specialist	4,000	Hrs	\$ <u>84.45</u>	\$ <u>337,800.00</u>
(s)	Senior Functional Specialist	2,000	Hrs	\$ <u>96.10</u>	\$ <u>192,200.00</u>
(t)	Jr. Program Assistant	13,500	Hrs	\$ <u>28.93</u>	\$ <u>390,555.00</u>
(u)	Journeyman Program Assistant	10,000	Hrs	\$ <u>29.83</u>	\$ <u>298,300.00</u>
(v)	Senior Program Assistant	20,500	Hrs	\$ <u>31.22</u>	\$ <u>640,010.00</u>
(w)	Senior IAPA Specialist	2,000	Hrs	\$ <u>61.92</u>	\$ <u>123,840.00</u>
(x)	Journeyman IAPA Specialist	4,000	Hrs	\$ <u>51.54</u>	\$ <u>206,160.00</u>
(y)	Mid Level IAPA Specialist	2,000	Hrs	\$ <u>45.65</u>	\$ <u>91,300.00</u>
(z)	Entry Level IAPA Specialist	500	Hrs	\$ <u>41.08</u>	\$ <u>20,540.00</u>
(aa)	Aircraft Sheet Metal Worker/Painter	500	Hrs	\$ <u>30.98</u>	\$ <u>15,490.00</u>
(bb)	Materials Handler/Parts Expediter	500	Hrs	\$ <u>29.11</u>	\$ <u>14,555.00</u>

Minimum Guaranteed Hours: 40,653
 Maximum Annual Hours: 325,220
 Minimum Order Hours: 40,653
 Maximum Order Hours: 162,610

2. Premium for OVERTIME as a Percentage
 Increase of Normal Labor Hours Price for all
 Labor Categories Listed Above (Example 20%) 36 %

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3. **Premium for Performance of Night Pay DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%) 10 %**

4. **Premium for Performance of SUNDAY PAY DIFFERENTIAL Work as a Percentage Increase of Normal Labor Hour Price for all Labor Categories Listed Above (Example 20%) 25 %**

5. **Travel Costs FAA Estimate Not-to-Exceed \$ 50,000.00 (IAW Clause H.20)**

6. **Contractor Furnished Direct Materials When Government-Furnished Materials Are Not Available or Accessible (to be paid at actual cost plus handling charge, if applicable)**
FAA Estimate \$1,000, plus 10.00% handling charge = \$ 1,100.00

7. **EXPERTISE PREMIUM paid above normal labor hour price for labor categories listed above, as required. (computed as 1.67 x RSA and/or EP hourly premium**
FAA estimate 400 hours) FAA Estimate \$ 8,000.00

Remote Site Adj (RSA) Non-Exempt Category Example:

Clerk Typist/WP Bill Rate (utilize WP III)	\$18.93
Wage Det (WD) Rate (GA example)	\$16.11
Contract Negotiated Rate for Okla. City	\$10.53
Difference (WD less OKC contract negotiated rate)	\$5.58
Contract RSA Wrap Rate	1.67
RSA (1.67 x Difference)	\$9.32
Bill Rate for Remote Site (Contract Bill Rate + RSA)	\$28.25

Locality Pay Example: Atlanta 9.7% less OK 8.6% = 0.011

Expertise Premium (EP) Adj Example w/RSA:

Sr Prog Asst Contract Bill Rate	\$26.36
Atlanta Market Rate Example	\$17.50
Atlanta RSA Pay Rate	\$15.28
Market Rate Adjustment (MRA)	\$2.22
Contract EP Wrap Rate	1.67
EP Adjustment	\$3.71
RSA/EP Bill Rate (example)	\$30.06

RSA EXAMPLE (Exempt Category):

Sr Prog Asst Contract Bill Rate	\$26.08
Locality Pay Factor (See Locality Indices)	0.011
Contract Negotiated Rate for OKC	\$15.11
Market Rate Adjustment (MRA) (locality factor x negotiated rate)	\$0.17
Atlanta RSA Pay Rate	\$15.28
Contract Wrap Rate	1.67
RSA (contract wrap rate x MRA)	\$0.28
Bill Rate w/RSA (Contract Bill Rate + RSA)	\$26.36

Expertise Premium (EP) Adj Example for OK:

Sr Prog Asst Contract Bill Rate	\$26.08
OKC Market Rate Example	\$16.25
Contract Negotiated Rate for OKC	\$15.11
Market Rate Adjustment (MRA)	\$1.14
Contract EP Wrap Rate	1.67
EP Adjustment	\$1.90
EP Bill Rate for OKC (example)	\$27.98

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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8. **Premium Insurance at cost IAW 3.4.1-12**
Insurance (as required by specific task order) . . . **FAA estimate** \$ 10,000.00

9. **Sub-Contract and Other Direct Costs [See**
C.9(b)(1)] Sub-Contractor G&A **FAA estimate** \$ 5,000.00

OPTION YEAR 4 ESTIMATED TOTAL PRICE . . . \$ 6,785,075.00

NOTE: COMPLETION TASKS MAY BE FIRM-FIXED

BASE YEAR THROUGH OPTION YEAR 4
TOTAL PRICE \$ 31,339,970.00

SECTION C SCOPE OF WORK

C.1 BACKGROUND

Aviation System Standards requires technical support services to assist in performance of various flight safety related missions. Technical support services are required to assist in assuring the adequacy and accuracy of air navigation facilities, development and standardization of flight procedures, providing maintenance and engineering for the flight inspection aircraft fleet, the National Aeronautical Charting Organization, and related support functions.

C.2 PERFORMANCE OF WORK

(a) The contractor shall provide technical support services to Aviation System Standards. The contractor shall effectively administer, manage, and perform Task Orders (TO's) issued under this Performance Work Statement (PWS). The contractor shall provide supervision, support staff and qualified personnel in defined labor categories. The contract is to be performed primarily at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, unless otherwise stipulated by the government in individual TO's.

(b) The nature of work to be accomplished under this PWS is critical to aviation safety. The critical nature of the work to be accomplished dictates that highly qualified individuals, current in the latest state-of-the-art technology, be provided as defined in this PWS and resulting TO's.

(c) The following functions are provided as an example to indicate the type of technical support services, which may be required under this contract:

- Development, revision, coordination, and issuance of guidance, policies or procedures consistent with national policies and FAA/AVN goals and objectives.
- Development, implementation, administration and operation of systems, procedures, processes or functions designed to facilitate effective and efficient management and performance of programs.
- Implementation and maintenance of office automation systems and related activities.
- Conducting studies, evaluations, reviews, and analyses.
- Assist in the development of standards and criteria governing the operational use of air navigation facilities and the development of instrument flight procedures.
- Management, maintenance, modification, and associated operation or engineering of AVN aircraft, avionics, and related equipment or programs not covered under other contracts.
- Technical support of administrative or technical programs, functions, and operations.

C.3 PERSONNEL

(a) The contractor shall provide a sufficient number of qualified personnel to perform the work described in this PWS and subsequently issued TO's. These personnel shall possess the skills necessary to assure effective performance of this contract and subsequent TO's.

(b) The contractor shall provide on-site supervision to monitor contract personnel performing TO's. Government employees shall not supervise contract employees at any time.

C.4 PROJECT MANAGER

The contractor shall identify a project manager and alternate who will have full authority to act for the contractor in all day-to-day matters relating to contract, PWS and TO performance. The project manager shall serve as the initial point of contact for administrative and technical matters pertaining to the contract and individual TO's.

(a) The project manager or alternate shall be available during the core hours of 0730 to 1600, Local Standard Time, Monday through Friday, except on legal Federal holidays to meet within 2 hours of notification at the MMAC with the Contracting Officer (CO), Contracting Officers Technical Representative (COTR), or Task Manager (TM) to discuss contract and/or TO issues.

(b) The project manager and alternate shall be designated by name in the contractor's proposal. Any proposed changes to these individuals must be identified in advance to the CO for verification of qualifications.

(c) Contractor/project manager responsibilities include all contract related planning, programming, administration, and management necessary to provide support services as specified in this PWS and subsequent TO's. Contract performance shall be conducted in accordance with the contract/PWS, TO's and all applicable Federal, State and local laws, regulations, and codes. The contractor shall perform all related contract administrative services necessary for successful performance of the PWS and subsequent TO's.

C.5 PERSONNEL QUALIFICATIONS

(a) The contractor shall provide contract employees that possess skills defined in Technical Exhibit 1, Labor Categories and Definitions. Labor categories are defined in general terms, individual TO's may define requirements in more specific detail (see section 5). The contractor will be required to provide qualified contract employees within 10 working days after TO's are issued by the CO or vacancies occur on on-going TO's.

(b) A resume of education and experience for prospective contract employees shall be made available to the COTR and TM for each TO. Potential contract employees must possess education and/or experience commensurate with requirements defined in this PWS and subsequent TO's.

(c) The Government will review and approve/disapprove resumes of proposed contractor personnel for each TO prior to task start date. A resume approval shall be obtained by the contractor, from the TM prior to making a final commitment to any proposed contractor employee for assignment to any TO. The Government reserves the right to direct the contractor to remove any contract employee who is not performing in accordance with the contract, PWS or TO.

C.6 CONTRACT PERSONNEL TRAINING

The contractor shall furnish personnel fully trained and physically capable to meet requirements defined in this PWS and subsequently issued TO's. At the Government option, training may be provided to specific contractor personnel at no cost to the contractor.

C.7 PERFORMANCE/STATUS MEETINGS

The contract project manager and FAA representatives will meet as determined necessary by the Government. The project manager or alternate shall meet as directed by the CO/COTR. Mutual effort will be made to resolve any and all problems identified. An electronic recording of these meetings may be kept by the Government. As directed by the CO/COTR the contractor shall prepare written minutes of these meetings. Should the CO/COTR not concur with the minutes, the CO/COTR shall state in writing, within 10 calendar days, to the contractor any areas of nonconcurrency and reasons therefore.

C.8 TASK ORDER PROCESS

Potential customers will prepare a Procurement Request (PR) and Task Performance Work Statement identifying service(s) to be provided or task(s) to be performed. The PR and Task Performance Work Statement will be sent through the COTR to the CO. The CO will determine that the request is within the scope of the contract.

C.9 TASK ORDER TYPES

Task Order Types. This contract contains time and materials provisions for Level of Effort and Completion type TO's.

(a) Level of Effort TO's will usually be employed when the nature of the task(s) is only generally understood, flexibility is desired, a deliverable end product(s) is difficult to define and the period of performance is defined by fiscal year or parts thereof.

(b) Completion TO's will usually be employed when the task(s) to be performed is clearly defined and identifies milestones or completion dates and an identifiable end product.

(1) General and Administrative (G&A) costs of not-to-exceed 1% of the total sub-contract task cost may be charged if sub-contractor(s) are identified up-front in each individual TO proposal.

C.10 DEFINITIONS

As used throughout this PWS, the following terms shall have the meaning set forth below:

(a) **Acceptance.** Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, as an agent of another, ownership of existing and identified supplies or approves specific services as partial or complete performance of the contract.

(b) **Contract.** The legal agreement between the Government and industry.

(c) **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 authority delegated to the Contracting Officers Technical Representative (COTR), the CO is the only individual with the authority to direct the work of the contractor.

(d) **Contracting Officer Technical Representative (COTR).** The authorized government representative(s) acting within the limits of their delegated authority as authorized by the CO, for technical management of the contract.

(e) **Contractor.** The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with the provisions of the contract.

(f) **Data.** The vehicle for communicating concepts, plans, descriptions, requirements, and instructions relating to technical projects, material, systems and services. Data may include specifications, standards, engineering drawings, associated lists, manuals, and reports including scientific and technical reports. It may be in the form of documents, displays, sound records, or punched cards.

(g) **Equipment.** All items of a durable nature that are capable of continuing or repetitive utilitarian use by an individual or organization.

(h) **FAA Directive.** Internal guidance material which may encompass a specific program, such as the Airworthiness Directives, or a specific subject area.

(i) **Maintenance.** The function of keeping items or equipment in, or restoring them to, serviceable condition. It includes servicing, test, inspection, adjustment, alignment, calibration, removal, replacement, reinstallation, troubleshooting, condition determination, repair, modification, overhaul, rebuilding, reclaiming, and initial provisioning of support items. Maintenance includes both corrective and preventive activities.

(j) **Modification.** Any written change in the terms of the contract.

(k) **Premium Time.** Premium time is any time outside an employee's normally scheduled 40-hour week.

(l) **Performance Work Statement.** A document that describes the essential and technical requirements for tasks or services including standards used to determine whether the requirements have been met.

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

(n) **Quality Control.** Those actions taken by a contractor to control the performance of services so that they meet the requirement of the PWS.

(o) **Task Manager (TM).** An authorized government representative acting within the limits of his/her delegated authority for management of task orders (TO's) issued against this contract.

(p) **Task Performance Work Statement (TPWS).** A document that describes the essential and technical requirements of a task(s) or services that will be performed under an indefinite delivery type contract.

**PART I - SECTION D
PACKAGING AND MARKING**

Not Applicable

**PART I - SECTION E
INSPECTION AND ACCEPTANCE**

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (June 1999)

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 "toolsets", then "procurement toolbox").

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

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

F.1 TRANSITION PERIOD

(a) This contract includes a 30-day phase-in period beginning on October 21, 2001, or date of contract award, whichever is later.

(b) Phase-In: It is essential to the Government that on-going services required under this PWS be performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall prepare a written phase-in plan and coordinate contract and TO phase-in activities with the current contractor.

(c) Phase-Out: At the conclusion of contract performance the outgoing contractor shall be required to assist in the orderly phase-in of the new provider. When directed by the CO the outgoing contractor shall develop a recommended transition plan to assist in an effective turnover of on-going TO's.

F.2 FOB ACCEPTANCE

(a) All deliverables required in performance of this contract shall be delivered FOB, FAA, Aviation System Standards, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, OK 73169 (Mail: P.O. Box 25082, Oklahoma City, OK 73125), unless otherwise specified on the individual task order.

(b) Acceptance of all deliverable items shall be made, in writing, by the FAA Contracting Officer's Technical Representative (COTR) or Task Manager.

F.3 PERFORMANCE TIMES

Performance completion dates will be specified on individual task/delivery order(s) issued hereunder.

F.4 PLACE OF PERFORMANCE

(a) It is anticipated that most activities under this contract will be performed at the Mike Monroney Aeronautical Center with Government-furnished supplies and equipment. Some tasks may require performance at other AVN Flight Inspection Area Offices located in Atlantic City, NJ; Anchorage, AK; Atlanta, GA; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Silver Spring, MD; Herndon, VA; Battle Creek, MI; Fort Worth, TX; Kansas City, MO; Honolulu, HI; Los Angeles and Sacramento, CA; or any other FAA office as may be specified in each individual task order.

(b) At the Governments option the contractor may be directed by the CO to provide facilities for TO performance. Upon written authorization and authority from the CO the contractor shall provide necessary space including all utilities; communications; support and maintenance services; office furnishing, equipment and supplies; and computer hardware, software and connectivity as may be required for TO(s) performance. Actual cost for space and associated services and supplies will be reimbursed to the contractor upon receipt of validated itemized invoices. Off-site contractor personnel will be paid at established labor category rates.

F.5 HOURS OF OPERATION

(a) Normal work hours for TO performance shall be a consecutive 8-hour performance period during the core hours of 0730 to 1600 Local Standard Time, Monday through Friday, excluding legal Federal holidays. Some TO's may require part-time support, i.e., 4 hours per day. Specific TO's may require performance outside the normally prescribed work hours. The contractor shall be advised as soon as possible when the Government anticipates that services outside normal core duty hours will be required. Request by the contractor to perform services outside the normal core duty hours will be submitted to the COTR or TM. The request shall justify the need for performance outside of the core duty hours.

(1) Premium Time Directed by the Government. Premium time will be required as directed by the TM. Premium time will be authorized in advance by the TM only when necessary to meet work requirements. Response times for emergency callbacks will be specified in TO's if required. Premium time will be paid at the premium rate specified in Section B of the contract.

(2) Premium Time Requested by the Contractor. In the event the contractor deems premium time is necessary to satisfy TO requirements, the contractor shall submit a request to the TM. The request shall define and justify the requirement for premium time. The TM prior to performance shall authorize requests for premium time. Premium time worked will be paid at the rate specified in Section B of the contract.

(3) Night Pay Differential. Contract employees may be paid a night differential for any regularly scheduled work performed between 6 p.m. and 6 a.m. Regularly scheduled work for the purpose of night differential pay is work that is scheduled in advance of an administrative workweek. Night Pay differential will be paid at the rate specified in Section B of the contract.

(4) Sunday Pay. Contract employees may be paid a Sunday differential for any non-overtime work performed during their regularly scheduled shift when any part of the scheduled shift falls within the period commencing at midnight Saturday and ending at midnight Sunday. Sunday pay will be paid at the rate specified in Section B of the contract.

(b) Legal Federal Holidays: The contractor shall not be required to work on holidays nor on days observed in lieu of the holiday (except in emergency situations). The following is a list of U.S. Federal holidays:

- (1) January 1, New Year's Day
- (2) Third Monday in January, Martin Luther King Day
- (3) Third Monday in February, President's Day
- (4) Last Monday in May, Memorial Day
- (5) July 4, Independence Day
- (6) First Monday in September, Labor Day
- (7) Second Monday in October, Columbus Day
- (8) November 11, Veteran's Day
- (9) Fourth Thursday in November, Thanksgiving Day
- (10) December 25, Christmas Day

F.6 DELIVERABLES

(a) Status Reports. The contractor shall submit verbal or written status reports regarding task(s) performance to the COTR or TM as defined in individual TO's.

(b) Problem Notification. The contractor shall keep the CO, COTR or TM informed of all problems, which will impact or may potentially impact the contract, task(s) performance or deliverables.

(c) All Other Deliverables. The contractor shall furnish deliverables as specified and agreed upon in TO's or in accordance with the following standard schedule.

(1) Deliverables consisting of documents shall be furnished to the TM in draft form for review and acceptance prior to finalization in accordance with any schedule established in the TO. The Government shall have 10 working days, unless otherwise stipulated in the TO to review and comment on draft deliverables.

(2) The contractor shall have 5 working days in which to finalize government-approved draft deliverables unless otherwise agreed upon. Final deliverables shall be provided as defined in the TO or as follows:

- (a) Original document suitable as a camera-ready copy.

- (b) Document hard copies as requested.
 - (c) Electronic media copy prepared on designated software.
- (3) The contractor may be required to provide the TM with interim or in-work draft copies of document deliverables. The contractor shall provide interim or in-work copies in a format/style defined by the TM.

F.7 QUICK RESPONSE

The contract manager, or alternate, shall accommodate unanticipated needs for conferences with the COTR or TM to discuss current or proposed tasks.. The contractor shall possess the capability to provide qualified employees to meet fluctuations in workload requirements and to fulfill short lead time or emergency requirements.

F.8 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

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

F.9 CONTRACT PERIOD (JAN 1997) CLA.1604

The effective period of this contract is 1 year from November 22, 2001, or date of award, whichever is later. The base period is followed by four 1-year option periods to be exercised at the sole discretion of the Government.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1.1.

- 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 TASK ORDER PROCESSING

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

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

- (1) The Contracting Officer issues a request for task proposal, with a copy of the Task Performance Work Statement attached.
- (2) The contractor submits a task proposal to the Contracting Officer including
 - (i) A proposed management plan;
 - (ii) A milestone schedule;
 - (iii) Proposed completion or delivery date;
 - (iv) Proposed travel costs
 - (v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part 1, Section B;
 - (vi) Proposed direct material costs.

The basis for negotiation of labor costs shall be at the hourly rates established in Part 1, Section B, of this contract.

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

(4) The task/delivery order will contain the following Information:
(i) An appropriate delivery order number, a reference to this contract number and the task number;

(ii) A description of the services to be performed represented in a Task performance Work Statement format;

(iii) Any special requirements related to the specific task to be performed;

(iv) Period of performance;

(v) Ceiling (Not-to-Exceed) Price

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

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

(e) Any 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 governed by the terms of this contract as fully and to the same extent as if completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractors and the Government respecting that task/delivery order shall be completed during the effective terms of this contract. This paragraph (e) does not apply to term or level of effort type tasks.

(f) The composite hourly rates paid for all services performed to accomplish the task/delivery order will be those in effect at the time the work is performed. The rates in effect shall be those specified in Section B for the contract period current at the time the work is performed.

G.2 GOVERNMENT-FURNISHED PROPERTY AND SERVICES (REVISED)

The Government will provide, without cost to the contractor, the facilities, equipment, and materials defined below. The Government furnished property provided under this contract shall only be used by the contractor and its employees in performance of the contract and TO's.

(a) Facilities. The Government will provide facilities at the MMAC or other government leased/owned facilities, which may be at remote locations. Facilities will normally include utilities; communication connection; and support and maintenance services as required. When government facilities are not available, the contractor may be required to provide facilities for TO performance.

(1) Adequate facilities will also be provided for Project Management functions. Should the government be unable to continue to provide adequate facilities for the project management function the contractor will be tasked to locate adequate space and will be reimbursed for all reasonable associated costs.

(b) Furnishings. The Government will furnish a suitable working environment, e.g., desk, chair, file cabinet, etc. as required for TO performance and the Project Management function.

(c) Equipment. General use office equipment (telephone, computer, copy machine, etc) will be available to contractor personnel as needed to perform work defined in individual TO's. The Government will not furnish hand tools, safety shoes, safety glasses, ergonomic keyboards, or ergonomic chairs.

(1) The Government will furnish the following equipment and associated fees/services to assist with the Project Management function: two cell phones including all service cost, telephones including all service cost, internet access, and FAX machine.

(d) Materials. The Government will provide the contractor access to all referenced regulations, orders, handbooks, forms, changes, etc., required for TO performance.

(e) Expendable supplies. The Government will provide expendable supplies required for TO performance, (office supplies, paper, etc.).

(1) The Government will not provide expendable supplies for the Project Management function.

G.3 CONTRACTOR FURNISHED PROPERTY

The contractor shall provide all personnel, services and supervision to perform the requirement of this PWS and subsequent TO's. The contractor shall provide facilities and related equipment, supplies and services necessary for administrative and office functions associated with performance of this PWS.

(a) Facilities/Equipment/Supplies. In the event adequate space is not available at the MMAC, or other government provided facilities the contractor shall provide the necessary space. This may include all utilities; communications; support and maintenance services; office furnishing, equipment and supplies; and computer hardware, software and connectivity as required for performance of specific TO's issued under this PWS. The Government reserves the right to consent to all contractor-proposed leases and capital non-consumable property/equipment purchases prior to final commitment. The Government upon inspection and acceptance, and receipt of a proper invoice shall reimburse actual cost to the contractor. Disposition of all non-consumable property and equipment shall be in accordance with the Government property clause of the contract.

(b) Materials. The contractor may be required to purchase miscellaneous equipment or materials required in performance of TO's. Equipment or material requirements will be identified in TO's or subsequent changes to TO's.

G.4 QUALITY ASSURANCE

The Government will monitor the contractor's performance under this contract. When unsatisfactory performance is identified the CO, COTR, or TM will request a meeting with the project manager to discuss corrective action(s) (see technical exhibit 2). Remedies for unsatisfactory performance will be governed by AMS 3.10.4-5, Inspection-Time-and-Material and Labor-Hour.

G.5 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

G.6 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) Two copies to:
 FAA, Mike Monroney Aeronautical Center
 Contract Management Team (AMQ-340)
 P.O. Box 25082
 Oklahoma City, OK 73125

(3) Two copies to:
 FAA, Mike Monroney Aeronautical Center
 Aviation System Standards (AVN-21)
 P.O. Box 25082
 Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

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

(3) Extended totals for invoiced quantities.

(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.7 AVAILABILITY AND USE OF UTILITY SERVICES (JAN 1997)

CLA.1405

The contractor may use existing utilities without charge, if available; however, the contractor at his own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall furnish, install, and maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the construction.

**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 PAYMENT PROCEDURES

(a) Payment to the contractor on task/delivery orders shall be made monthly, upon receipt of the original invoice(s), without approval or certification by the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR).

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

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

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

H.2 ***DELETED*******

H.3 RESTRICTIONS – ORGANIZATIONAL CONFLICT OF INTEREST

(a) It is hereby agreed that the contractor performing under this contract shall not compete as a prime contractor or as a subcontractor, consultant or otherwise on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract for a period of three years following completion of this contract. Hardware is defined as any tangible item. Additionally, the contractor or any subcontractor of the contractor 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 hardware or software acquisition 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 disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it is intended. Prior to commencement of work on any such effort, the contractor must furnish the COTR copies of all such agreements.

H.4 RESTRICTIONS ON DISCLOSURE OF INFORMATION

(a) Working under this contract will involve access by the Contractor to the following:

(1) Information, such as specifications and engineering requirements, about future FAA procurements in advance of any procurement action ("Advance Procurement Information").

(2) Technical information, such as trade secrets, which is proprietary to another person or firm ("Proprietary Information").

(3) Financial or commercial information concerning another person or firm which is privileged or confidential ("Confidential Information").

(b) The Contractor shall not disclose, orally or in writing, any Advance Procurement Information, Proprietary Information or Confidential Information to any person other than FAA employees, employees of the Contractor performing work under the contract or in the Contractor's management and such other persons or firms including subcontractors, as may be designated in writing by the Contracting Officer.

(c) The Contractor shall not use any Advance Procurement, Proprietary Information or Confidential Information for any other purpose other than to perform this contract in accordance with its terms.

(d) The Contractor shall obtain from each of its employees performing work under this contract, a written agreement which provides that such employee will not, either during his or her employment by the Contractor or thereafter, disclose to any person other than those listed in paragraph (b) above, or use for any purpose, other than to perform this contract, any Advance Procurement Information, Proprietary Information or Confidential Information. All such agreements shall be subject to the approval of the Contracting Officer. In addition, the Contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this article.

(e) The restrictions of this article on the use and disclosure of Advance Procurement Information, Proprietary Information or Confidential Information do not apply to any such information if and when it becomes part of the public domain.

(f) The Contractor shall include, or require the inclusion of, the substance of this article in all subcontracts, including lower tier subcontracts, unless otherwise specified in writing by the Contracting Officer.

H.5 RESTRICTIONS ON EMPLOYEE ACTIVITY

Contractor employees shall not discuss information obtained during performance of their work with unauthorized personnel. No contractor employees, while performing under this contract, shall solicit new business from the Government.

H.6 CONTRACTOR CHANGEOVER

The Government reserves the right to conduct site visits in all contractor-operated facilities in conjunction with any future solicitation for a follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.7 APPLICABLE ORDERS, REGULATIONS, FORMS AND MANUALS

Because of the number and volume of possible documents associated with tasks to be performed under this contract, access to or copies of documentation required for performance of TO's will be made available to the contractor on an as needed basis. Documentation received by the Government during the term of the contract shall be made available as it is received.

H.8 COMPLIANCE, IDENTIFICATION AND SECURITY

(a) The contractor shall ensure that his/her employees observe and comply with all FAA/AVN policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, identification, security, traffic, parking, gratuities, conduct and limited access areas.

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

(c) Contract employees working with government furnished equipment or within government facilities shall be responsible for compliance with applicable building and physical security requirements. These requirements include, but are not limited to, the use of only authorized entrance and exit points, responsibilities for securing doors, protecting government property from loss, theft, abuse, or damage, and the

proper use of telephones. Specific security requirements for individual TO's shall be identified by the TM and/or FAA Security office.

(d) The contractor shall establish and maintain proper controls to ensure the security of all government materials. All documentation, including all records, schedules, charts, drafts, diagrams, files, documents, etc., developed or purchased by the contractor, at the Government's direction, in performance of TO's shall become the property of the Government. The contractor shall keep such items secure, current and in a logical and orderly manner, and shall be released to the Government upon request. Those materials considered by the Government to contain controlled or proprietary information shall be maintained in a manner prescribed by the Government.

(e) Some TO's may require performance in secure areas. Persons requiring access to secure areas shall have the required security clearance and display appropriate ID badges.

(f) Data security shall be provided via terminal restriction as defined by the TM. The contractor shall be responsible for monitoring and controlling its employees' access to automated system databases. A password(s) shall only be used by the employee it is assigned to. Upon termination of employment, the contractor shall request the TM or COTR to delete affected individual's assigned password(s) from the system.

(g) Employees working in labor categories or on TO's that require specific certification(s) may be required to submit to testing for prohibited drugs.

(h) Contract employees shall not disclose, orally or in writing any information regarding material identified as confidential, proprietary or advance procurement information to any other persons or firms other than designated FAA employees.

H.9 PERFORMANCE/QUALITY CONTROL

Concurrently with accomplishing contract requirements, the contractor shall perform quality control to assure that products and services provided meet PWS and TO requirements. The contractor shall establish and maintain a quality control plan. The contractor's plan shall be provided as an attachment to its proposal. The plan should address:

- (a) Major contract requirements and how the contractor plans to perform.
- (b) An outline of a system to monitor the quality of TO performance.
- (c) Method(s) for identifying and preventing unsatisfactory TO performance before the level of performance becomes unacceptable.

H.10 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (July 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.11 SAFETY AND HEALTH (JAN 1997)

CLA.0090

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

- (1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).
- (2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.
- (3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National

Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

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

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

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

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

H.12 CEILING PRICE (JAN 1997)

CLA 0120

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

H.13 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

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

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

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

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

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

NOTE:

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

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

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00

Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

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

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59

Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment**Skill I**

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),

Adjustment 5% (98%-93%)

Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),

Adjustment 0% (98%-99%)

Credit to Government \$-0- ($\$137,600 \times 0\%$)

H.14

**CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

(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.15 FAA FACILITY REGULATIONS (JULY 2001) CLA.3402

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

H.16 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.17 LIABILITY INSURANCE (JAN 1997)

CLA.3212

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

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

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

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

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

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

(d) Certificate holder address:

FAA, Mike Monroney Aeronautical Center
AMT Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

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

**H.18 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (JULY 2001)**

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 3.13-6 Contractor Personnel Suitability Requirements.

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

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

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract 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.19 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT
EMPLOYEES (JAN 2000)**

CLA.4527

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

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

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

the former employee" under the contract

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

H.20 REIMBURSEMENT OF TRAVEL COSTS (JAN 2002) (REVISED)

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 FAA 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 or Contracting Officer's Technical Representative before travel costs are charged as a direct contract cost. Transportation, lodging and subsistence expenses shall be separately identified by individual, by trip for reimbursement. Proof of the contractor's actual purchase price is required for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements shall not exceed lodging, subsistence or per diem and other rates authorized for the travel destination by the Federal Travel Regulations, FTR as amended, issued by the General Services Administration (GSA) and maintained on their Website. 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 GSA transportation rates in effect at the time the travel is accomplished, plus necessary tolls in lieu of actual expenses of such travel.

(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 Government cost principles, i.e. allowable, reasonable and allocable requirements.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit. Nominal handling charges for reservations, tickets, and receipts 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) The contractor shall submit a travel authorization form for coordination and authorization of travel costs for transportation, lodging, per diem or subsistence and other related expenses. The contractor shall not travel until authorization is received and verification of funds availability is made by the CO, COR, COTR or Task Manager. It is important that this form specify the contractors name, contract/ task number, dates of travel, destination and reason for travel, airfare information, rental car information, hotel information, and miscellaneous (metro, taxi, tolls, parking, etc.). Each one of the above mentioned should be multiplied out showing the amount per day times the number of days associated with the per diem allowance, if applicable, in order to allow for funding verification by the Contractor and COTR.

H.21

**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.22

FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2001)

CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, 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.

(b) 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.23

SECURITY FORMS SUBMITTAL REQUIREMENTS (JUL 2001)

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 3.13-6 Contractor Personnel Suitability Requirements) 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://www.mmac.jccbi.gov/amq/security.htm> 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.24

3.13-6 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JULY 2001) (As revised 7/25/01)

CLA.4543

(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-I 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(s)</u>	<u>Risk Level</u>
All	Level 5 (Moderate Risk)

(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 which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

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

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

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

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

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:
NONE

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

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

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number. (h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

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

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

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

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

PART II - SECTION I CONTRACT CLAUSES

I.1 PRINTING

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8-1/2 by 11 inches, one side only, one color.

(a) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, silk screening, or the end items produced by such processes.

(b) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the Contracting Officer in writing and obtain the contracting officer's approval prior to acquiring, on the FAA's behalf, production, purchase, and dissemination of printed matter.

(c) Printing services not obtained in compliance with this guidance may result in the cost of such printing being disallowed.

(d) The Contractor shall include in each subcontract hereunder a provision substantially the same as this clause including this paragraph (d).

1.2 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.

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

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

3.1.8-1 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (October 1999)

(a) If the Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued;
or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value;
or

(B) Obtaining or giving anyone a competitive advantage in the award of an FAA procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

3.2.4-16 ORDERING ALTERNATE 1 (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the contract period, including any options.

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

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

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

3.2.4-17 ORDER LIMITATIONS (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 80 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 97,329 hours;

(2) Any order for a combination of items in excess of 194,658 hours; 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, 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.

3.2.4-20 INDEFINITE QUANTITY (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

3.2.4-34 OPTION TO EXTEND SERVICES (April 1996)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

3.2.5-12 NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEES (SERVICE CONTRACTS) (November 1997)

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.

(b) The offeror shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Contractor's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive.

NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEES (SERVICE CONTRACTS)

The following individuals are former United States Government employees who are presently employed by _____ [company name].

Employee's Name	Former Agency of Employment	Description of Contract Task	Subcontractor	Date of Separation from Agency

_____ This company has not hired and does not intend to hire any former United States Government employees who took the buyout.

Contractor's Certification

On behalf of _____ [company's name] I certify that the above information is accurate and complete to the best of my knowledge.

[Name of Company Representative]
Contracting Officer's Certification

I have reviewed the above information and have determined that:

_____ The buyout legislation has not been violated

_____ The employment is in violation of the buyout legislation and the employee is required to repay the incentive payment. The contractor shall remind the employee of his/her obligation to pay.

[Contracting Officer's Name]

Date

3.3.1-10 AVAILABILITY OF FUNDS (April 1996)

Funds are not presently available for this contract. The FAA's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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 governmental fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current governmental fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor shall provide EFT information to the CCR database. Payments by the Federal Aviation Administration (FAA) under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If payment is made by EFT, the FAA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(1) In the event the FAA is unable to release one or more payments by EFT, the Contractor agrees to either: (i) accept payment by check or some other mutually agreeable method of payment; or (ii) Request the FAA to extend the payment due date until such time as the FAA can make payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 335-0505. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(2) If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the FAA of the payment receiving point applicable to this contract, the FAA shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(c) Mechanisms for EFT payment. The FAA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the FAA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the FAA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided to the CCR database. No invoice or contract financing request shall be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

(2) Changes made to an existing record in the CCR database will become effective not later than the 30th day after receipt in the CCR database. However, the Contractor may request that no further payments be made until the changed EFT information is implemented into the CCR database. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (c) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the FAA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the FAA remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information in the CCR database was incorrect, or was revised within 30 days at the time of FAA release of the EFT payment transaction instruction to the Federal Reserve System, and:

(i) If the funds are no longer under the control of the payment office, the FAA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the FAA retains the right to either make payment by mail or suspend the payment in accordance with paragraph (d) of this clause.

(g) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor to the CCR database, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the FAA is notified of the defective EFT information.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the FAA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the FAA of a change to the routing transit number, Contractor account number, or account type. The FAA shall use the changed data in accordance with paragraph (d)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d)(2) that no further payments be made until the changed EFT information is implemented by the payment office. The FAA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

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	<u>\$ 10,099,007.99</u>	<u>\$ 9,702,968.47</u>
Allowable Overhead	<u>4,812,772.46</u>	<u>4,624,036.29</u>
Subtotal	(A) <u>14,911,780.45</u>	(B) <u>14,327,004.76</u>
Labor G&A @ 9.90% 5 Year Average	<u>1,475,881.15</u>	<u>1,418,003.45</u>
Total Labor Costs	(C) <u>16,387,661.60</u>	(D) <u>15,745,008.21</u>

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 [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] 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

Monetary Wage-Fringe Benefits

Airspace System Inspection Pilot	GS-14	<u>\$38.46</u>
Flight Inspection Operations Officers	GS-13	<u>\$32.55</u>
Engineer	GS-13	<u>\$32.55</u>
Senior Engineer	GS-14	<u>\$38.46</u>
Junior Technical Writer/Editor	GS-07	<u>\$15.43</u>
Journeyman Technical Writer/Editor	GS-09	<u>\$18.87</u>
Senior Technical Writer/Editor	GS-11	<u>\$22.84</u>
Office Automation Specialist	GS-12	<u>\$27.37</u>
Clerk Typist/Word Processor	GS-05	<u>\$12.46</u>
Jr. Program Analyst	GS-09	<u>\$18.87</u>
Journeyman Program Analyst	GS-11	<u>\$22.84</u>
Senior Program Analyst	GS-13	<u>\$32.55</u>
Junior Logistics Specialist	GS-13-14	<u>\$32.55-\$38.46</u>
Senior Logistics Specialist	GS-15	<u>\$45.24</u>
Jr. Functional Specialist	GS-13	<u>\$32.55</u>
Journeyman Functional Specialist	GS-14	<u>\$38.46</u>
Senior Functional Specialist	GS-15	<u>\$45.24</u>
Jr. Program Assistant	FG-05	<u>\$12.46</u>
Journeyman Program Assistant	FG-07	<u>\$15.43</u>
Senior Program Assistant	FG-09	<u>\$18.87</u>
Senior IAPA Specialist	FG-13	<u>\$32.55</u>

Journeyman IAPA Specialist	FG-12	<u>\$27.37</u>
Mid Level IAPA Specialist	FG-11	<u>\$22.84</u>
Entry Level IAPA Specialist	FG-11	<u>\$22.84</u>
Aircraft Sheet Metal Worker/Painter	FG-9	<u>\$18.87</u>
Materials Handler/Parts Expediter	FG-7	<u>\$15.43</u>

3.9.1-1 CONTRACT DISPUTES (August 1999)

(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,
400 7th Street, S.W., Room 8332,
Washington, DC 20590,
Telephone: (202) 366-6400,
Facsimile: (202) 366-7400; 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.

3.13-7 QUALIFICATION OF EMPLOYEES (July 2000)

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.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section F, Clause 3.1.1.

- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (October 1999)
- 3.2.2.3-8 Audit and Records (April 1996)

- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)
- 3.2.2.3-33 Order of Precedence (January 1999)
- 3.2.2.7-6 Protecting the Government's Interest when subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA Alternate I (April 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-8 Extras (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (August 1998)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-10 Insurance--Work on a Government Installation (July 1996)
- 3.4.1-12 Insurance (July 1996)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
- 3.5-1 Authorization and Consent (April 1996)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (April 1996)
- 3.6.1-6 Liquidated Damages--Subcontracting Plan (April 1996)
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (April 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)
- 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)
- 3.8.2-11 Continuity of Services (April 1996)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.1-22 Contracting Officer's Technical Representative (July 1996)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-3 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)
- 3.13-2 Security Requirements (April 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (April 1996)

**PART III - SECTION J
LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Technical Exhibit 1 Labor Categories & Definitions	January 8, 2001	5
2	Technical Exhibit 2 Performance Summary	January 8, 2001	1
3	Technical Exhibit 3 Sample Task 1	January 8, 2001	2
4	Technical Exhibit 4 Sample Task 2	January 8, 2001	2
5	Department of Labor Wage Determinations:		
	5a 94-2017 (Revision 24) / Alaska	May 31, 2001	10
	5b 94-2047 (Revision 18) / California	May 31, 2001	10
	5c 94-2103 (Revision 24) / Dist. Of Col., Maryland, Virginia	May 31, 2001	10
	5d 94-2133 (Revision 20) / Georgia	May 31, 2001	10
	5e 94-2153 (Revision 27) / Hawaii	June 13, 2001	10
	5f 94-2167 (Revision 22) / Illinois	May 31, 2001	10
	5g 94-2307 (Revision 19) / Kansas/Missouri	May 31, 2001	10
	5h 94-2247 (Revision 19) / Maryland	May 31, 2001	10
	5i 94-2255 (Revision 17) / Massachusetts	June 26, 2001	10
	5j 94-2277 (Revision 14) / Michigan	May 31, 2001	10
	5k 94-2347 (Revision 13) / New Jersey	May 31, 2001	10
	5l 94-2375 (Revision 18) / New York	July 12, 2001	10
	5m 94-2431 (Revision 18) / Oklahoma	May 31, 2001	10
	5n *****DELETED*****		
	5o 94-2513 (Revision 19) / Texas	May 31, 2001	10
	5p 94-2563 (Revision 18) / Washington	May 31, 2001	10
6	Negotiated Direct Hourly Rates	Incorporated by Reference	
7	Adjudicative Standards: Issues, CLA.1262 (July 2001)		1
8	Screening Standards – Contractor, CLA.1262 (July 2001)		1
9	Skill Category Designation (Exempt/Non-Exempt)		2
10	Expertise Premium and Remote Site Adjuster		3

TECHNICAL EXHIBIT 1**LABOR CATEGORIES, DEFINITIONS & QUALIFICATIONS**

Aviation Safety Inspector: Requires a broad knowledge of the aviation industry, the general principles of aviation safety, and the laws, regulations, and policies affecting aviation. Requires intensive technical knowledge and skill in the maintenance, or operation of aircraft. Shall be a certificated aircraft mechanic with airframe and power plant ratings or avionics technical or a certificated pilot with operational ratings in the appropriate category and class of aircraft as defined by the TPWS.

Aeronautical Information Specialist: Provides timely and effective dissemination of highly critical aeronautical information or data to airspace users. Responsible for the development, maintenance and revision of terminal/enroute instrument flight procedures based on national standards, user requirements, and professional knowledge.

Airspace System Inspection Pilot: Requires a broad knowledge and experience of in-flight inspection and certification of air navigation aids.

Flight Inspection Operations Officer: Requires a broad knowledge of the aviation industry, aircraft dispatching, and the laws, regulations and policies affecting the scheduling, dispatching, and tracking of aircraft. Shall possess a valid FAA Flight Dispatching Certificate in order to exercise the duties of an aircraft dispatcher. Responsibilities include scheduling, dispatching, coordinating, tracking of aircraft; and performing associated operational communications. May require assignment to a rotating shift covering 24 hours per day, 7 days per week.

Engineer: Provides professional level support in any of a broad range of engineering areas such as aerospace, electrical/electronic, mechanical, systems or logistics engineering. Provides expertise in planning, studies, research, development, design, testing, evaluation, production, fabrication, operations, and maintenance of aircraft, integrally associated equipment, and related parts. Specialty areas include, but are not limited to avionics, structures, airframes, powerplants, logistics, quality control, reliability, maintainability, testing, managing and monitoring engineering operations, etc. Requires a minimum of five (5) years experience performing professional engineering services directly related to tasks defined in the TPWS.

Senior Engineer: Provides professional level support in any of a broad range of engineering areas such as aerospace, electrical/electronic, mechanical, systems or logistics engineering. Provides expertise in planning, studies, research, development, design, testing, evaluation, production, fabrication, operations, and maintenance of aircraft, integrally associated equipment, and related parts. Specialty areas include, but are not limited to avionics, structures, airframes, powerplants, logistics, quality control, reliability, maintainability, testing, managing and monitoring engineering operations, etc. May serve as a task leader or project manager for support tasks/projects, or work independently on small-specialized projects. Requires a minimum of eight (8) years experience performing professional engineering services directly related to task defined in the TPWS.

Junior Technical Writer/Editor: Provides technical writing and/or editing support for defined tasks. Requires basic knowledge and skill in utilizing Microsoft Word software. Material to be created may include FAA/AVN orders, regulations, handbooks, technical standards, advisory circulars, correspondence, etc. Requires knowledge and skill in using the English language, reference material, writing, grammar, punctuation, spelling, technical terminology, etc.

Journeyman Technical Writer/Editor: Provides technical writing and/or editing support for defined tasks. Requires basic knowledge and skill in utilizing various software programs as may be identified in TO's. Material to be created may include FAA/AVN orders, regulations, handbooks, technical standards, advisory circulars, correspondence, etc. Requires in-depth knowledge and skill in proper usage of English language, reference material, writing, grammar, punctuation, spelling, technical terminology, etc.

Senior Technical Writer/Editor: Writing and/or editing work which requires the application of subject-matter knowledge. May require in-depth knowledge and skill in utilizing various software programs as indicated in TO's. Material to be created may include government orders, regulations, handbooks, technical standards, advisory circulars, correspondence, etc. Requires mastery of the English language, grammar, punctuation, and spelling. Requires in-depth knowledge of written and graphic communication presentations, and specific government regulations governing documentation preparation and publication.

Office Automation Specialist: Must be knowledgeable of hardware and software advancing technology trends. Must be capable of implementing and maintaining office automation hardware and software, and knowledgeable in networking disciplines to support topologies and software for LAN's, WAN's and communication protocols, and is capable of developing training material and providing training for office automation software.

Technical Clerk Typist/Word Processor: Uses automated systems such as word processing equipment to prepare a wide variety of material in draft and final form by combining material from several sources to prepare documents and correspondence. Responsible for assembly, pagination, formats, spelling, punctuation, distribution, filing, and coping of documentation and correspondence. May also provide support services such as telephone coverage, filing, copying, distribution of mail, maintaining logs, preparing standard forms, maintaining calendars, making arrangements for meetings and conferences, etc., for government or other contractor personnel.

Junior Program Analyst: Serves as an analyst in the evaluation of systems, programs, operations, functions, or organizations and/or their effectiveness, productivity, efficiency, or strategies. Requires knowledge of specific management principles and processes, and analytical/evaluative methods and techniques. Assists in planning, research, preparation and presentation of studies, analyses, evaluations, reviews, reports briefings, audits, etc. Requires a minimum of three (3) years experience performing analyses, studies and support as defined in the TPWS.

Journeyman Program Analyst: Serves as an analyst, or journeyman technician in the evaluation of systems, programs, operations, functions, or organizations and/or their effectiveness, productivity, efficiency, or strategies. Requires knowledge of management principles and processes, and analytical/evaluative methods and techniques for assessing program development or execution. May require planning, research, preparation and presentation of studies, analyses, evaluations, reviews, reports briefings, audits, etc. Requires a minimum of five (5) years experience performing analyses, studies and support as defined in the TPWS.

Senior Program Analyst: Serves as an analyst, advisor, or technical expert in the evaluation of systems, programs, operations, functions, or organizations and/or their effectiveness, productivity, efficiency, or strategies. Requires in-depth knowledge of specific management principles and processes, and analytical/evaluative methods and techniques for assessing program development or execution. May require planning, research, preparation and presentation of studies, analyses, evaluations, reviews, reports briefings, audits, etc. Requires a minimum of eight (8) years experience performing analyses, studies and support as defined in the TPWS.

Junior Logistics Specialist: Performs complex professional services in any of a broad range of logistics related disciplines, which include procurement/acquisition, supply support, distribution, maintenance, training, operations, certification, etc. Conducts in-depth logistics analyses, prepares feasibility studies; provides technical advice; performs conference reviews, audits, and evaluations. May serve as task leader for complex time sensitive logistics related tasks or work independently on small-specialized projects. Requires a comprehensive knowledge of applicable DOT/FAA policies and concepts governing the operation and execution of the current FAA fleet of aircraft and logistics support requirements. This skill may also require a comprehensive knowledge of FAA budgetary and cost accounting regulations; and planning, programming, and management process to develop and manage program budget

requirements. Requires a minimum of five (5) years experience performing management/operations support in the specified discipline. Must possess a related Bachelor of Science Degree or must have equivalent qualifications that were obtained through education, training, and/or work experience.

Senior Logistics Specialist: Performs complex high level professional services in any of a broad range of logistics related disciplines, which include procurement/acquisition, supply support, distribution, maintenance, training, operations, certification, etc. Provides the expertise and oversight to assure the development, establishment, supplementation, and implementations of integrated logistics support (ILS) policies, plans, and standards required to support the National Airspace Integrated Logistics Support (NAIS) programs. Conducts in-depth logistics analyses, prepares feasibility studies; provides technical advice; performs conference reviews, audits, and evaluations. Provides recommendations and develops comprehensive reports regarding appropriate actions to be taken to resolve problems and correct deficiencies uncovered. Serves as a project manager or highly complex time sensitive logistics related projects/tasks. Performs research into technological areas related to the development of logistics support and maintenance requirements where little or not criteria has been established. Develops and executes projects independently with wide latitude as to the selection and application of the appropriate methods and resources. This skill may also require a comprehensive knowledge of FAA budgetary and cost accounting regulations; and planning, programming, and management process to develop and manage program budget requirements. Requires a minimum of eight (8) years experience performing management/operations support in the specified discipline. Must possess a related Bachelor of Science Degree or must have equivalent qualifications that were obtained through education, training, and/or work experience.

Junior Functional Specialist: Provides an identifiable level of technical expertise in the performance of complex, high level professional services in specific designated functional, operational, or organizational areas defined in the TPWS. Conducts studies, analyses, research; provides professional and consulting services; prepares reports and makes recommendations. Assists in the preparation and delivery of reports, briefings, and other presentations. Assist in conducting analyses, preparing feasibility studies; provides technical advice and performs conference reviews, audits, and evaluations. Conducts technical and functional research and presents finds. May work as a member of a task or project team. Requires a minimum of three (3) years experience, performing work directly related to task(s) defined in the TPWS.

Journeyman Functional Specialist: A technical expert in their professional field with unique capabilities or a combined level of expertise in the performance of complex, high level professional services in specific designated functional, operational, or organizational areas defined in the TPWS. Conducts studies, analyses, research; provides professional and consulting services; prepares reports, strategies and recommendations; prepares and delivers reports, briefings, and other presentations. Conducts analyses, prepares feasibility studies; provides technical advice; performs conference reviews, audits, and evaluations. May be required to serve as a task leader on highly complex time-sensitive, and import tasks. May work independently on an assigned project/task. Requires a minimum of five (5) years experience, performing work directly related to task(s) defined in the TPWS.

Senior Functional Specialist: Considered the highest level of technical expert in their professional field of expertise, with special and unique capabilities for performing and/or integrating very complex, high level professional services in several functional, operational, or organizational areas defined in the TPWS. Designs or conducts studies, analyses, research; provides professional and consulting services; and prepares presentations and recommendations. Prepares and delivers reports, briefings, and other presentations. Conducts analyses, prepares feasibility studies and strategies; provides technical advice; performs conformance reviews, audits, and evaluations. May be required to serve as a task leader on highly complex time-sensitive, and import tasks. May work independently on an assigned project/task. Requires a minimum of ten (10) years experience, performing work directly related to task(s) defined in the TPWS.

Junior Program Assistant: Assists with those administrative activities required to directly support technical tasks for AVN operations and/or program functions as defined in Technical Support Task

Performance Work Statement (PWS); through, 1) drafting, review, editing, distribution, and filing of program documentation/correspondence; 2) collecting, compiling and recording cost, status, and other data for program budgets, schedule, payrolls and reports; 3) arranging program travel and meetings and; 4) preparing report/briefing, contract, travel and planning documents. Requires basic knowledge of administrative processes, software applications [such as Microsoft Word, Excel Spreadsheets], and/or routine FAA/AVN data bases and file systems.

Journeyman Program Assistant: Performs those administrative activities required to directly support technical tasks for AVN operations and/or program functions. Work to be defined in Technical Support Task Performance Work Statements (PWS), may include not only preparing: correspondence, contract documents, technical narratives; travel arrangements, travel orders/vouchers; but also collecting, collating, and recording technical/operations data, such as performance measures or inventories. Responsibility for maintaining specific budget, training, maintenance, flight, or procedures related information may be assigned. Working knowledge of administrative processes, software applications [such as Microsoft Word, Excel Spreadsheets, Access, Power Point, and Harvard Graphics], and/or the more complex FAA/AVN data bases and file systems.

Senior Program Assistant: Coordinated and performs those administrative activities required to directly support technical tasks for AVN operations and/or program functions. Scope and responsibilities for task documentation processes record quality and administrative schedule efficiencies will be defined in Technical Support Task Performance Work Statements (PWS). Work required may include, but is not limited to, preparing: correspondence, technical narratives; travel arrangements, travel orders/vouchers. May include maintaining budget, training, maintenance, flight, or procedures related information or complex databases. Support may be required for standing or ad hoc team related to specific complex technical activities; such as preparation of documentation for formal briefings, development and maintenance of complex schedules, managing multiple activities and establishing strategies or systems. Requires extensive knowledge of administrative processes, software applications [such as Microsoft Word, Excel Spreadsheets, Access, Power Point, Harvard Graphics, etc.], and/or the most complex FAA/AVN data bases and file systems.

IAPA Specialist – Senior (Fully Qualified – Requires Direction Only): Respond to program and/or system manager's requires for assistance in determining cause of problems on the production systems within the established time frames. Evaluate and provide recommended changes to the IAPA production systems. Provide detailed documentation testing to support supplemental or new Data System Change Proposal (DSCP). Provide support in DSCP testing and debugging operations for certification of existing and new software. Provide updates to existing user documentation as needed. Prepare objectives and outcomes for any training associated with the detailed program specification contained in DSCP's pertaining to any segment routines for non-precision and precision Standard Instrument Procedures (SIAP) and detailed program specifications contained in DSCP's pertaining to INITIAL routines for non-precision and precision SIAP's. Write and validate "canned.tst" that can be ran automatically on the IAPA program. Provide assistance in training FAA Procedure Specialists in the correct application and use of IAPA in the development of SIAP's. This training will be done at AVN headquarters, Regional Offices, FIO's and National Flight Procedures Office on an as needed basis. Provide training to NFPO/Regional procedure specialists on the correct use and application of IAPA, both in-house and during visits to NFPO, and Regional Offices.

IAPA Specialist – Journeyman (Qualified – Requires Minimum Supervision): Respond to program and/or system manager's requires for assistance in determining cause of problems on the production systems within the established time frames. Evaluate and provide recommended changes to the IAPA production systems. Provide detailed documentation testing to support supplemental or new Data System Change Proposal (DSCP). Provide support in DSCP testing and debugging operations for certification of existing and new software. Provide updates to existing user documentation as needed. Prepare objectives and outcomes for any training associated with the detailed program specification contained in DSCP's pertaining to any segment routines for non-precision and precision Standard Instrument Procedures (SIAP) and detailed program specifications contained in DSCP's pertaining to

INITIAL routines for non-precision and precision SIAP's. Write and validate "canned.tst" that can be ran automatically on the IAPA program. Provide assistance in training FAA Procedure Specialists in the correct application and use of IAPA in the development of SIAP's. This training will be done at AVN headquarters, Regional Offices, FIO's and National Flight Procedures Office on an as needed basis. Provide training to NFPO/Regional procedure specialists on the correct use and application of IAPA, both in-house and during visits to NFPO, and Regional Offices.

IAPA Specialist – Mid Level (Qualified – Requires Moderate Supervision): Respond to program and/or system manager's requires for assistance in determining cause of problems on the production systems within the established time frames. Evaluate and provide recommended changes to the IAPA production systems. Provide detailed documentation testing to support supplemental or new Data System Change Proposal (DSCP). Provide support in DSCP testing and debugging operations for certification of existing and new software. Provide updates to existing user documentation as needed. Prepare objectives and outcomes for any training associated with the detailed program specification contained in DSCP's pertaining to any segment routines for non-precision and precision Standard Instrument Procedures (SIAP) and detailed program specifications contained in DSCP's pertaining to INITIAL routines for non-precision and precision SIAP's. Write and validate "canned.tst" that can be ran automatically on the IAPA program.

IAPA Specialist – Entry Level (Training Position): Respond to program and/or system manager's requires for assistance in determining cause of problems on the production systems within the established time frames. Evaluate and provide recommended changes to the IAPA production systems. Provide detailed documentation testing to support supplemental or new Data System Change Proposal (DSCP). Provide support in DSCP testing and debugging operations for certification of existing and new software. Provide updates to existing user documentation as needed. Prepare objectives and outcomes for any training associated with the detailed program specification contained in DSCP's pertaining to any segment routines for non-precision and precision Standard Instrument Procedures (SIAP) and detailed program specifications contained in DSCP's pertaining to INITIAL routines for non-precision and precision SIAP's. Write and validate "canned.tst" that can be ran automatically on the IAPA program.

Aircraft Sheet Metal Worker (Painter): At least two (2) years experience accomplishing sheetmetal fabrication, installation and repairs/painting of aircraft structures and surfaces. Must have a basic knowledge of shop practices and equipment use. Must have basic understanding of the Federal Aviation Regulations. Must comprehend aircraft structural drawings and Technical Issuance Engineering Orders. Must be capable of performing tasks in accordance with the provisions of the FAA General Maintenance Manual (TI 4100.24). Capable of performing tasks with no technical guidance. Minimal contractor supervision required.

Materials Handler/Parts Expediter: At least two (2) years experience performing logistical support activities such as preparing material requisitions, receiving material, accomplishing inventories and issuing material. Must have valid vehicle operator's license. Must be familiar with computer operations and on-line requisitioning procedures. Ability to use aircraft manufacturer's parts manuals is required. A basic understanding of the overall operation of the FAA Logistics Center is desired.

TECHNICAL EXHIBIT 2**PERFORMANCE SUMMARY**

The information contained in this technical exhibit is provided as a guide to assist the contractor in understanding, planning and implementation of acceptable TO performance.

Individual TO's may define performance requirements such as standards and/or acceptable quality levels, or include performance yardsticks such as production or completion per hour, percent of accuracy, or timeliness deliverables. TO's may define the method(s) which the Government will use in performing quality assurance to evaluate the contractor's performance in meeting TO requirements. The absence of performance requirements in any TO shall not limit the rights or remedies of the Government under any other provision of the contract.

The government may use a variety of inspection methods to evaluate TO performance. The contractor will be informed of the method(s) to be used and if the method of inspection will change. The methods of surveillance which may be used are: random sampling of recurring output(s); one hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary.

The quality of work performed is sometimes a judgement call by the parties involved. Other times a measure of the quality of work is based upon the reliability of the end products or the finding of unsatisfactory or incomplete work during quality assurance monitoring. Task performance shall be considered acceptable when it meets the requirements of the PWS and discrepancies do not exceed the owed discrepancies as may be defined in Task Performance Work Statements.

When performance is unacceptable, the Government will document the discrepancy and may recommend corrective action. The contractor shall determine why performance was unacceptable, how performance shall be returned to acceptable levels, and how recurrence shall be prevented.

TECHNICAL EXHIBIT 3**TASK PERFORMANCE WORK STATEMENT
LABOR HOUR TASK****1. GENERAL:**

1.1 Ordering Office: Federal Aviation Administration, Aviation System Standards (AVN), Resource Management Staff, (AVN-20), Program Support Branch, (AVN-21).

1.1.1 Task Name: AVN-21 Technical Writer Support

1.1.2 Date Required: 1/1/97 through 12/31/97

1.1.3 Task Manager for this work will be:
Patty Burns
Program Support Branch, AVN-21
ARB, Room 207
6500 S. MacArthur Blvd.
Oklahoma City, OK 73125
Phone: (405) 954-9647

1.2 Scope of Work: The contractor shall furnish two (2) technical writers to provide assistance as needed in the areas of internal evaluations; external audit activities; paperwork management program; studies concerning organization structure, functions, and programs; Freedom of Information Act, Privacy Act, media requests, public affairs, congressional inquiries; and international aviation related activities. Technical writers shall also provide support to members of the Office of the Director by developing: informational publications, brochures, special reports, and video tapes; responses to coordination requests for national draft directives; and periodic status reports. The contractor shall provide all supervision for work performed under this task.

1.3 Personnel Qualifications: Contract personnel providing technical writer support services under this task order must possess the following specific qualifications obtained by education, training, or work experience described under the general qualifications outlined in the contract Statement of Work.

1.3.1 Three years experience in technical writing/editing, administrative, professional, technical, investigative, or other responsible non clerical work.

1.3.2 A non-disclosure certification on file with the Task Manager.

1.4 Work Location: Contract services will be performed at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

1.5 Working Hours: Contractors shall work 8 hours per day, 40 hours per week period between the hours of 7:00 a.m. and 5:00 p.m. All hours in excess of 40 hours in a one week period shall be considered premium hours. Temporary shift changes may be necessary to accommodate unusual workload schedules. The Task Manager will determine when critical requirements necessitate premium time work or shift changes. Contract personnel shall not work premium time without prior written approval of the TM.

2.0 DEFINITION OF TERMS: As defined in C.10 of the Screening Information Request.

3.0 GOVERNMENT FURNISHE PROPERTY AND SERVICES:

- 3.1 The Government shall provide all adequate and necessary workspace including equipment, software, utilities, telephone, janitorial services and other center provided services available to contract employees. Vehicle parking will be available, at no cost, near the facility but will not be reserved.
- 3.2 The Government shall provide all equipment and office supplies necessary to perform assigned tasks. Some office equipment will be available on a shared-use basis with government employees.

4.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES:

- 4.1 Two (2) qualified Technical Writers to perform the requirements defined in this Task Performance Work Statement.

5.0 SERVICES REQUIRED:

The nature of this task is such that all requirements and start/end dates are not currently known; however, the following are examples of the tasks to be performed:

- 5.1 Formulate, develop, produce and edit technical documents and correspondence, statement of work, reports, graphs, charts, images, book covers, transparencies, slides, etc.
- 5.2 Utilize data bases or spreadsheets to enter, revise, calculate and retrieve data as needed.
- 5.3 Design and develop reports, booklets, briefing packages, signs, placards, special notices, awards, and related material.
- 5.4 Assist in the performance of special projects as may be assigned.
- 5.5 Performance of these services will require use of special software such as MS DOS, MICROSOFT; WORD, EXCEL, ARTS & LETTERS, VIDEOSHOW, PAGEMAKER, HARVARD GRAPHICS, COREL, FOLIO VIEW, SUPERBASE, and POWERPOINT.

6.0 DELIVERABLES:

- 6.1 Due to the wide variety of deliverables prepared under this task the Task Manager will define the format/style required of deliverables on an individual or type basis.

7.0 APPLICABLE ORDERS, REGULATIONS, FORM AND MANUALS:

- 7.1 Applicable documentation will be made available to the contract employees as necessary to perform assigned tasks.

TECHNICAL EXHIBIT 4

TASK PERFORMANCE WORK STATEMENT COMPLETION TASK

1. GENERAL:

1.1 Ordering Office: Federal Aviation Administration, Aviation System Standards (AVN), Resource Management Staff, (AVN-20).

1.1.1 Task Name: Space Management Analysis

1.1.2 Date Required: 6/1/97

1.1.3 Task Manager for this work will be:
Patty Burns
Program Support Branch, AVN-21
ARB, Room 207
6500 S. MacArthur Blvd.
Oklahoma City, OK 73125
Phone: (405) 954-9647

1.2 Scope of Work: The contractor shall provide appropriate personnel to accomplish work defined in the task performance work statement. This task requires planning, analysis, studies, evaluation, design, review and monitoring of various functions relating to renovation of space, space allocation, workspace arrangement, workspace related requirements and connectivity. The objective of this task is to develop and provide a space utilization plan for the 2nd floor of the Aircraft Registry Building. The space plan will identify approximately 125 work spaces/offices and several storage and meeting areas. The contractor shall provide all supervision for work performed under this task.

1.3 Work Location: Contract services will be performed for Aviation System Standards (AVN). It is anticipated that this work will be performed at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

1.3.1 The government will provide desk space and appropriate computer user ID/password access and local telephone service, as necessary. The government will make available microprocessor hardware, software, and reference materials required by the task.

1.4 Personnel Qualifications: Contract personnel providing technical support services under this task order must possess excellent interpersonal skills, experience in space management and related skills, and the ability to communicate verbally and in writing. Personnel must possess adequate computer skills using software such as Microsoft Word and Excel.

1.5 Working Hours: Contract services are to be routinely performed on an as needed basis as defined by the Task Manager, Monday through Friday, Federal holidays excepted, no more than 8 hours per day between the hours of 7:00 a.m. and 5:00 p.m. All hours in excess of 40 hours in a one week period shall be considered premium hours. Work may be required on an intermittent basis as necessary to accommodate unusual circumstances. Contract personnel shall not work premium time without prior written approval of the TM.

2.0 DEFINITION OF TERMS: As defined in C.10 of the Screening Information Request (SIR).

3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES:

3.1 The Government shall provide all adequate and necessary workspace including equipment, software, utilities, telephone, janitorial services and other center provided services available to contract employees. Vehicle parking will be available, at no cost, near the facility but will not be reserved.

3.2 The Government shall provide all equipment and office supplies necessary to perform assigned tasks. Some office equipment will be available on a shared-use basis with government employees. Limited clerical support will also be made availability by the government.

4.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES:

4.1 Personnel to perform the requirements defined in this Task Performance Work Statement.

5.0 TECHNICAL SERVICES REQUIRED:

5.1 The outcome of this task is a space plan completed by 6/1/91.

(1) Provide space management related services to AVN during planning phase of upcoming renovation project. Coordinate requirements with division and staffs, may be required to serve as a space management team member.

(2) Plan, develop, coordinate, and consolidate information as needed, perform liaison functions with the Office of Facility Management (AMP), other contractors and other MMAC organizations as necessary to develop a space plan.

(3) Read and interpret blue prints and supporting documentation in conjunction with determining the most efficient and effective use of space. Develop draft layouts of workstations, offices, storage areas, conference rooms, etc.

(4) Coordinate and identify such things as the placement and connectivity of electrical, data, telephone and special equipment considering physical and structural constraints. Coordinate security considerations and movement of equipment and furnishings.

(5) Prepare biweekly status reports for the Task Manager. May be required to make oral and written reports regarding planning and progress of activities.

6.0 DELIVERABLES:

6.1 Completed space utilization plan by 6/1/97.

7.0 APPLICABLE ORDERS, REGULATIONS, FORM AND MANUALS:

7.1 Applicable documentation will be made available to the contract employees as necessary to perform assigned task.