

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
DTFA 5-R-00021	1	1

2. AMENDMENT/MODIFICATION NO A002	3. EFFECTIVE DATE 3-15-2005	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
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6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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FAA, MIKE MONRONEY AERONAUTICAL CENTER  
Aviation, Medical, & Training Team (AMQ-310)  
P O BOX 25082  
OKLAHOMA CITY OK 73125

FOR MORE INFORMATION CONTACT:  
Name: Avis Franklin  
Telephone No. (405) 954-7836  
FAX No. (405) 954-3030

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  (ALL OFFERORS)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO DTFAAC-05-R-00021
		9B. DATED (SEE ITEM 11) 4 March 2005
		10A. MODIFICATION OF CONTRACT/ORDER
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ XX ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [ 1 ] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
- E. IMPORTANT: Contractor [XX] is not, [ ] is required to sign this document and return [ ] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation referenced in Item 9A above for CAMI Technical Services supporting Human Factors Research is hereby amended Section L.2. The Page Count for the technical proposal is increased as follows:

FROM: 60 pages (amendment 001) TO: 100 pages per this amendment 002

All other submittal requirements and provisions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY:	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Federal Aviation Administration



## Contract Opportunities

For technical reasons, the name of the uploaded file has been changed to "SF30-CAMlamd\_002.doc". The change occurred on the server and in no way affected your original file, its contents or the title you selected prior to uploading.

### Contract Posting Verification of Attachment

Your attachment has been posted.

### FAA Aero Center Technical Services to Support CAMI Human Factors Research

#### Attachments

CAMI Solicitation

DOL Wage Determination 1994-2432 rev 17 7/09/2004

CAMI PWS

SIR amendment 1-summary

CAMI Solicitation Amendment 001

CAMI PWS rev 2

DTFAAC05-R-00021 Amendment 2



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If there are any further attachments, please complete the following section. Otherwise, click Done above.

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- [General Service Administration's Guide to Creating Accessible PDF Documents.](#)
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- [Section 508 Procurement Training Video](#)

Fields marked with an asterisk (\*) are required.

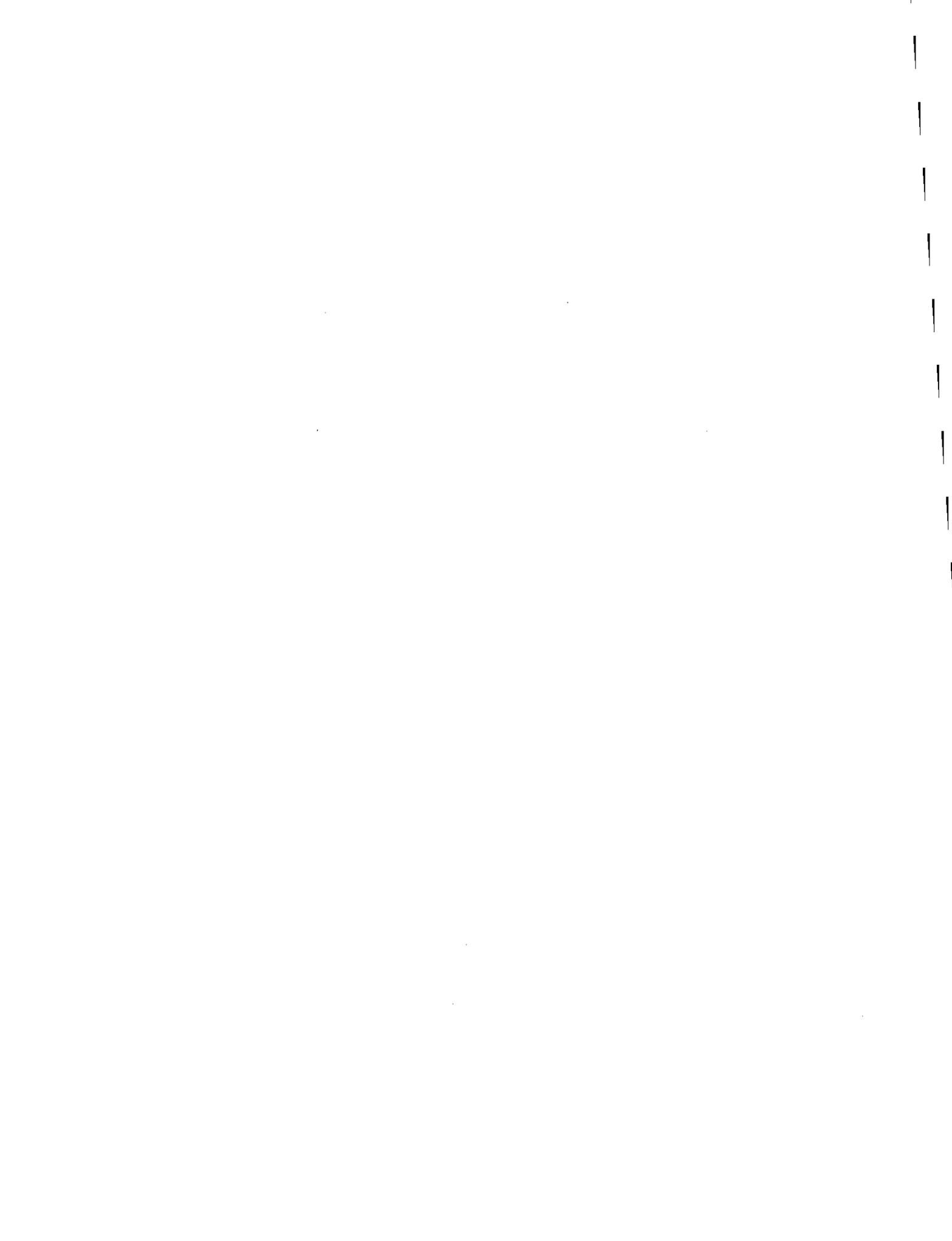
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Enter any comments for this attachment.

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Federal Aviation Administration

**Contract Opportunities**

Title: FAA Aero Center Technical Services to Support CAMI Human Factors Research

Name: AVIS FRANKLIN

Organization: AMQ-310

Region: Aeronautical Center (AMQ)

Phone Number: (405)954-7836

E-Mail: [Avis.Franklin@FAA.gov](mailto:Avis.Franklin@FAA.gov)

Date: March 4, 2005

Archiving date: March 25, 2005

Solicitation/Contract No: DTFAAC-05-R-00021

Phase: Complex Noncommercial

Procurement Method: Request for Offer- SIR

Posting (brief abstract): TOTAL SEDB/8a Set-aside

The Federal Aviation Administration (FAA) has a competitive requirement for technical services to support the CAMI Human Factors Research. The North American Industry Classification System (NACIS) Code is 541710. The Contractor is to provide support as described in the Performance Work Statement. Specific tasks will be issued as required.

All interested sources should first attempt to download the solicitation from the Internet. If downloading is not possible, all requests for the solicitation must be in writing (FAX number 405-954-3030 or via email at [Avis.Franklin@faa.gov](mailto:Avis.Franklin@faa.gov)). All responsible source may submit an offer that may be considered by the agency. Requests should be submitted to the attention of Avis Franklin with reference to Solicitation DTFAAC-05-R-00021.

Note if you have difficulty downloading the SIR/Solicitation and or attachments, use Internet Explorer 4.0 version or new or Netscape Navigator 6.0. Older versions of Netscape Navigator will not open the attachments.

The following notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises: The Department of Transportation (DOT) Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and

economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT short Term Lending Program (STLP) at Prime interest rates to provide accounts receivable financing. The maximum line of credit is \$750,000. For further information and applicable forms concerning the STLP, call the OSDDBU at (800) 532-1169.

**Attachments:**

[CAMI Solicitation \( 646.00 kB\)](#)



[DOL Wage Determination 1994-2432 rev 17 7/09/2004 \( 35.51 kB\)](#)



[CAMI PWS \( 42.00 kB\)](#)



[SIR amendment 1-summary \( 29.00 kB\)](#)



[CAMI Solicitation Amendment 001 \( 649.00 kB\)](#)



[CAMI PWS rev 2 \( 42.50 kB\)](#)

- Downloads (free): [Adobe® Reader](#); Microsoft® Viewers for [Word](#), [Excel](#)  
[Powerpoint](#)

- If you are having difficulty accessing any of the pages or documents on our site, please contact [Webmaster](#)

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[Webmaster](#)

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Federal Aviation Administration

**Contract Opportunities****Add Attachments To Existing Announcement**

The following is a list of current attachments for the selected announcement.

**FAA Aero Center Technical Services to Support CAMI Human Factors Research****Attachments**

CAMI Solicitation  
DOL Wage Determination 1994-2432 rev 17 7/09/2004  
CAMI PWS  
SIR amendment 1-summary  
CAMI Solicitation Amendment 001  
CAMI PWS rev 2

Please complete the following section and click "Upload File" below.

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Authoring accessible documents:

- [Creating accessible Adobe files.](#)
- [General Service Administration's Guide to Creating Accessible PDF Documents.](#)
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- [Section 508 Procurement Training Video](#)

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SCREENING INFORMATION REQUEST (SIR), OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1   56
2. CONTRACT NO.		3. SOLICITATION NO. DFFAAC-05-R-00021		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
7. ISSUED BY FAA, AMT Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		E. ADDRESS OFFER TO (If other than Item 7) FAA, Bid & Proposal Officer (AMQ-77) Room 308, Multi-Purpose Building 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933		5. DATE ISSUED	
6. REQUISITION/PURCHASE (FAA Internal Use Only)					

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

**INDEFINITE DELIVERY - REQUIREMENTS SOLICITATION CAMI Technical Support for Human Factors Research**

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 308, Multi-Purpose Building until 3:30 local time 25 March 2005

Competitive Solicitation set - aside for SEDB/8a qualified sources (How) (Date)

10. FOR INFORMATION CALL:		A. NAME AVIS FRANKLIN	B. TELEPHONE NO. (Include area code) (405) 954-7836 (NO COLLECT CALLS)
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**11. TABLE OF CONTENTS**

(✓) SEC	DESCRIPTION	PAGE(S)	(✓) SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORM		✓ I	CONTRACT CLAUSES	
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS		✓ J	LIST OF ATTACHMENTS	
✓ C	DESCRIPTION/SPECS./WORK STATEMENT		✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓ D	PACKAGING AND MARKING		✓ L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
✓ E	INSPECTION AND ACCEPTANCE		✓ M	EVALUATION FACTORS FOR AWARD	
✓ F	DELIVERIES OR PERFORMANCE				
✓ G	CONTRACT ADMINISTRATION DATA				
✓ H	SPECIAL CONTRACT REQUIREMENTS				

**OFFER (Must be fully completed by offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 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	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SIR for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	3/14/2005		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (# COPIES UNLESS OTHERWISE SPECIFIED)	
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 73125-4929		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	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

The subject Solicitation has been amended to correct references to the Job Categories, and incorporate administrative changes as referenced below.

**FIRST:** Reference Schedule B CLINs for Research Technical Support:  
All references to General Clerk II have been corrected

to: General Clerk III

**SECOND:** Reference Schedule B CLINs for Overtime:  
The Labor categories identified for Overtime are corrected to include Computer Programmer:

**THIRD:** All CLIN references (Schedule B) for Overtime are corrected to G.4, and references to Phase-in corrected to H.3.

**FOURTH:** Reference Clause I.12 Statement of Equivalent Rates for Federal Hires:  
The Employee class is revised to incorporate the following change:

From: Data Entry Technician  
To: General Clerk III

**FIFTH:** Attachment 3-Direct Hourly Labor Rate is completed as follows:

- Screening Information Request DTFAAC-05-R-00021
- The document (Attachment 3) responds to Clause H-12.

**SIXTH:** The PWS dates identified in the SIR are corrected to incorporate the amendment 001 changes as follows:

- PWS dated 18 Feb. 2005 rev. 2

**SEVENTH:** SIR, Attachment A- Performance Work Statement paragraph 9.5 is corrected as follows:

From: General Clerk II  
To: General Clerk III

**EIGHTH:** The SIR Page 1, Block 9 is labeled in accordance with Section L-1 as follows:

- **Competitive Solicitation that is Set –aside for SEDB/8a qualified sources.**

**NINTH:** Section L- Instructions for Preparation and submission of proposals is revised to increase Volume II – Proposed Technical Solution as follows:

From: Page limit 30  
To: Page limit 60

**TENTH:** The SIR and the PWS attachment have been superceded in their entirety to incorporate the aforementioned changes. The SIR document and PWS have been posted to the www.FEDBIZOPPS.gov website.

## SUMMARY OF ANTICIPATED PERFORMANCE SCHEDULE, SUPPLIES, AND PRICING

<u>Period of Performance</u>	<u>CLIN/Pricing Arrangement</u>	
Base Year		
Date of award -thru 21 April 2006	CLIN 001	Not Separately Priced
	CLIN 002	Fixed Hourly Rate * hours incurred Paid monthly
	CLIN 003	Cost Reimbursable
	CLIN 004	Fixed Hourly Rate * hours incurred
	***CLIN 005	Fixed Hourly Rate * hours incurred
Option Year 1		
22 April 2006- 21 April 2007	CLIN 006	Fixed Hourly Rate * hours incurred Paid monthly
	CLIN 007	Cost Reimbursable
	CLIN 008	Fixed Hourly Rate * hours incurred
	***CLIN 009	Fixed Hourly Rate * hours incurred
Option Year 2		
22 April 2007 – 21 April 2008	CLIN 010	Fixed Hourly Rate * hours incurred Paid monthly
	CLIN 011	Cost Reimbursable
	CLIN 012	Fixed Hourly Rate * hours incurred
	***CLIN 013	Fixed Hourly Rate * hours incurred
Option Year 3		
22 April 2008 – 21 April 2009	CLIN 014	Fixed Hourly Rate * hours incurred Paid monthly
	CLIN 015	Cost Reimbursable
	CLIN 016	Fixed Hourly Rate * hours incurred
	***CLIN 017	Fixed Hourly Rate * hours incurred
Option Year 4		
22 April 2009 -21 April 2010	CLIN 018	Fixed Hourly Rate * hours incurred Paid monthly
	CLIN 019	Cost Reimbursable
	CLIN 020	Fixed Hourly Rate * hours incurred
	***CLIN 021	Fixed Hourly Rate * hours incurred

\*\*\*\*\* Phase Out - requested only when Option Years are not exercised. A task will be issued to obtain the proposed estimate based upon the labor and associated rate for the period. The estimates ceiling is subject to negotiation when requested.

**PART I – SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

The Contractor shall provide the necessary experienced personnel, materials, equipment, and facilities (except as identified as Government Furnished) to provide Technical Support as described in the Performance Work Statement 18 February 2005 rev 2 for CAMI Research Support. The contract services will be acquired under the terms and conditions of this Indefinite Quantity Requirements type contract. The required services, anticipated performance period(s), and associated pricing methodology is identified by Contract Line Item Numbers identified below:

BASE YEAR PERFORMANCE: One year from \_\_\_\_\_, or the date of award whichever is later  
SUPPLIES/SERVICES TOTAL PRICE

001 Phase In Not Separately Priced (NSP)

002 Research Technical Support \$ \_\_\_\_\_  
 as requested to meet PWS requirements. Estimated  
 The labor shall be invoiced on a monthly basis in total dollars per month with detail support for the monthly amount.. The labor may be acquired from the categories below:

	<u>Est. Hrs.</u>	<u>Fixed Hourly Rate</u>
• Project Supervisor	1880	_____
• Research Assistant	3760	_____
• Computer Programmer	470	_____
• Research Technician	5640	_____
• General Clerk III	2820	_____
• Air Traffic Control (SME)	650	_____
• Pilot (SME)	650	_____
• Airframe and Powerplant mechanics (SME)	650	_____

003 Travel Costs \$10,000  
 in accordance with FAA Travel Policy Not-To-Exceed  
 and provisions of the contract.

004 Overtime Overtime rate in percent: \_\_\_\_\_ % \$ \_\_\_\_\_  
 Percentage (rate) applied to each labor category Estimated  
 Shown in this Schedule (CLIN 001 labor categories).  
 The overtime costs to be evaluated as required in accordance with Section G, Clause G.4. The overtime must be approved in writing by the Contracting Officer prior to performance.

	<u>Est. Hrs.</u>	<u>OT% * CLIN 2 Base Rate</u>
• Project Supervisor	100	_____
• Research Assistant	50	_____
• Computer Programmer	50	_____
• Research Technician	50	_____
• General III	50	_____
• Air Traffic Control (SME)	50	_____
• Pilot (SME)	50	_____
• Airframe and Powerplant mechanics (SME)	50	_____

005 Option - Phase Out \$ \_\_\_\_\_  
 in accordance with the PWS Estimated  
 and Section H – Clause H.3  
 The Contractor shall provide estimated  
 Ceiling upon request from FAA to  
 define the period and hours for phase out.  
 The ceiling will be based upon the rates  
 Established for Technical support  
 during normal hours.

Total Estimate Base Year \$ \_\_\_\_\_

OPTION 1

SUPPLIES/SERVICES

TOTAL PRICE

006 Research Technical Support as requested \$ \_\_\_\_\_  
 to meet PWS requirements. The labor Estimated  
 may be acquired from the categories  
 below:

	<u>Est. Hrs.</u>	<u>Fixed Hourly Rate</u>
• Project Supervisor	1880	_____
• Research Assistant	3760	_____
• Computer Programmer	470	_____
• Research Technician	5640	_____
• General Clerk III	2820	_____
• Air Traffic Control (SME)	650	_____
• Pilot (SME)	650	_____
• Airframe and Powerplant mechanics (SME)	650	_____

007 Travel Costs \$10,000  
 in accordance with FAA Travel Policy Not-To-Exceed  
 and provisions of the contract. Cost Reimbursable

008 Overtime Overtime rate in percent: \_\_\_\_\_ % \$ \_\_\_\_\_  
 Percentage (rate) applied to each labor category Estimated  
 Shown in this Schedule (CLIN 001 labor categories).

The overtime costs to be evaluated as required in accordance  
 with Section G, Clause G.4. The overtime must be approved  
 In writing by the Contracting Officer prior to performance.

	<u>Est. Hrs.</u>	<u>OT% * CLIN 2 Base Rate</u>
• Project Supervisor	100	_____
• Research Assistant	50	_____
• Computer Programmer	50	_____
• Research Technician	50	_____

• General Clerk III	50	_____
• Air Traffic Control (SME)	50	_____
• Pilot (SME)	50	_____
• Airframe and Powerplant mechanics (SME)	50	_____

009 Option - Phase Out \$ \_\_\_\_\_  
 in accordance with the PWS Estimated  
 and Section H - Clause H.3  
 The Contractor shall provide estimated  
 Ceiling upon request from FAA to  
 define the period and hours for phase out.  
 The ceiling will be based upon the rates  
 Established for Technical support  
 during normal hours.

Total Estimate Base Year \$ \_\_\_\_\_

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OPTION 2

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SUPPLIES/SERVICES	TOTAL PRICE
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010 Research Technical Support as requested \$ \_\_\_\_\_  
 to meet PWS requirements. The labor Estimated  
 may be acquired from the categories  
 below:

	<u>Est. Hrs.</u>	<u>Fixed Hourly Rate</u>
• Project Supervisor	1880	_____
• Research Assistant	3760	_____
• Computer Programmer	470	_____
• Research Technician	5640	_____
• General Clerk III	2820	_____
• Air Traffic Control (SME)	650	_____
• Pilot (SME)	650	_____
• Airframe and Powerplant mechanics (SME)	650	_____

011 Travel Costs \$10.000  
 in accordance with FAA Travel Policy Not-To-Exceed  
 and provisions of the contract. Cost Reimbursable

013 Overtime Overtime rate in percent: \_\_\_\_\_ % \$ \_\_\_\_\_  
 Percentage (rate) applied to each labor category Estimated  
 Shown in this Schedule (CLIN 001 labor categories).  
 The overtime costs to be evaluated in accordance with  
 Section G, Clause G.4. The overtime must be approved  
 In writing by the Contracting Officer prior to performance.

Est. Hrs. OT% \* CLIN 2 Base Rate

• Project Supervisor	100	_____
• Research Assistant	50	_____
• Computer Programmer	50	_____
• Research Technician	50	_____
• General Clerk III	50	_____
• Air Traffic Control (SME)	50	_____
• Pilot (SME)	50	_____
• Airframe and Powerplant mechanics (SME)	50	_____

014 Option - Phase Out \$ \_\_\_\_\_  
 in accordance with the PWS Estimated  
 and Section H – Clause H.3  
 The Contractor shall provide estimated  
 Ceiling upon request from FAA to  
 define the period and hours for phase out.  
 The ceiling will be based upon the rates  
 Established for Technical support  
 during normal hours

Total Estimate Option Year \$ \_\_\_\_\_

OPTION 3

SUPPLIES/SERVICES

TOTAL PRICE

015 Research Technical Support as requested \$ \_\_\_\_\_  
 to meet PWS requirements. The labor Estimated  
 may be acquired from the categories  
 below:

	<u>Est. Hrs.</u>	<u>Fixed Hourly Rate</u>
• Project Supervisor	1880	_____
• Research Assistant	3760	_____
• Computer Programmer	470	_____
• Research Technician	5640	_____
• General Clerk III	2820	_____
• Air Traffic Control (SME)	650	_____
• Pilot (SME)	650	_____
• Airframe and Powerplant mechanics (SME)	650	_____

016 Travel Costs \$10,000  
 in accordance with FAA Travel Policy Not-To-Exceed  
 and provisions of the contract. Cost Reimbursable

017 Overtime Overtime rate in percent: \_\_\_\_\_ % \$ \_\_\_\_\_  
 Percentage (rate) applied to each labor category Estimated  
 Shown in this Schedule (CLIN 001 labor categories).  
 The overtime costs to be evaluated as required in accordance  
 with Section G, Clause G.4. The overtime must be approved

In writing by the Contracting Officer prior to performance.

	<u>Est. Hrs.</u>	<u>OT%</u>	<u>* CLIN 2 Base Rate</u>
• Project Supervisor	100		_____
• Research Assistant	50		_____
• Computer Programmer	50		_____
• Research Technician	50		_____
• General Clerk III	50		_____
• Air Traffic Control (SME)	50		_____
• Pilot (SME)	50		_____
• Airframe and Powerplant mechanics (SME)	50		_____

018 Option - Phase Out \$ \_\_\_\_\_  
 in accordance with the PWS Estimated  
 and Section H – Clause H. 3  
 The Contractor shall provide estimated  
 Ceiling upon request from FAA to  
 define the period and hours for phase out.  
 The ceiling will be based upon the rates  
 Established for Technical support  
 during normal hours

Total Estimate Option Year \$ \_\_\_\_\_

OPTION 3

SUPPLIES/SERVICES	TOTAL PRICE
-------------------	-------------

019 Research Technical Support as requested \$ \_\_\_\_\_  
 to meet PWS requirements. The labor Estimated  
 may be acquired from the categories  
 below:

	<u>Est. Hrs.</u>	<u>Fixed Hourly Rate</u>
• Project Supervisor	1880	_____
• Research Assistant	3760	_____
• Computer Programmer	470	_____
• Research Technician	5640	_____
• General Clerk III	2820	_____
• Air Traffic Control (SME)	650	_____
• Pilot (SME)	650	_____
• Airframe and Powerplant mechanics (SME)	650	_____

020 Travel Costs \$10,000  
 in accordance with FAA Travel Policy Not-To-Exceed  
 and provisions of the contract. Cost Reimbursable

021 Overtime Overtime rate in percent: \_\_\_\_\_% \$ \_\_\_\_\_  
 Percentage (rate) applied to each labor category Estimated

Shown in this Schedule (CLIN 001 labor categories).

The overtime costs to be evaluated as required in accordance with Section G, Clause G.4. The overtime must be approved in writing by the Contracting Officer prior to performance.

	<u>Est. Hrs.</u>	<u>OT%</u>	<u>* CLIN 2 Base Rate</u>
• Project Supervisor	100		_____
• Research Assistant	50		_____
• Computer Programmer	50		_____
• Research Technician	50		_____
• General Clerk III	50		_____
• Air Traffic Control (SME)	50		_____
• Pilot (SME)	50		_____
• Airframe and Powerplant mechanics (SME)	50		_____

022 Option - Phase Out

\$ \_\_\_\_\_  
Estimated

in accordance with the PWS and Section H – Clause H. 3

The Contractor shall provide estimated Ceiling upon request from FAA to define the period and hours for phase out. The ceiling will be based upon the rates Established for Technical support during normal hours

SHIP TO: A697363F

FAA, CIVIL AEROSPACE MEDICAL INSTITUTE (CAMI)  
HUMAN FACTORS RESEARCH DIVISION, AAM 500  
6500 S MACARTHUR  
OKLAHOMA CITY OKLA 73169

FOB: DESTINATION

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

C.1 SCOPE OF WORK (JAN 1997)

CLA.1112

The government shall provide without cost, the facilities, equipment, and office space for labor designated per delivery order, assigned to the required tasks to support CAMI Human Factors research as described in the attached Performance Work Statement dated 18 February 2005, rev 2 and provisions of the contract. Access the FAA facility, sensitive information, and/or resources shall comply with Security policy in Section H.

C.2 DEFINITIONS

C.2.1 "Direct Labor Hours"--means those hours of labor which are identifiable as being performed directly on an item/task of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT

include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

C.2.2 "Direct Material"--means those materials, if required, which are not encompassed by the definition of "Indirect Materials."

C.2.3 "Hourly Composite Rate"--includes direct and indirect labor, indirect material, management overheads and profit. Payment under the applicable labor rate will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

C.2.4 "Direct Hourly Labor Rate"--Actual labor hour rates which are negotiated and set forth in this contract. These rates represent adequate compensation to attract the competence levels required in each labor category necessary for successful contract performance.

C.2.5 "Overtime Premium Rate" (OPR) ---- all hours prepaid at the premium rate, the OT premium is paid on hours approved, worked as directed and paid to employees. Rate will be applied directly to the actual individual rate shown in Schedule B for each specific labor category.

C.2.6 "Phase In" This period will be the time for initial orientation for contract administration and will provide time for detailed operational orientation for contract supervisory personnel. It will include a time for phase in of administrative processes (including security requirements) from the current contract to the new contract start date.

C.2.7 "Phase Out" Cooperation between the incumbent contractor and successor contractor to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11.

C.2.8 "Work hours" in travel status-- for purposes of this contract "work hours" will be billed for official travel away from the MMAC that is:

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

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

1. involves the performance of work while traveling (such as driving a loaded truck);

2. is incident to travel that involves the performance of work while traveling (such as driving an empty truck back to the point of origin);

3. is carried out under arduous and unusual conditions (e.g., travel of rough terrain or under extremely severe weather conditions); or

4. results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of the Government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena). The Contractor may not adjust an employee's normal regularly scheduled administrative workweek solely to include travel hours that would not otherwise be considered hour of work.

### C.3 PERFORMANCE WORK STATEMENT (PWS) - SEE ATTACHMENT 1

#### 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 (SEPTEMBER 2002)

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

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

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

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

**F.1 PLACE OF PERFORMANCE**

The Contract support shall provide services at the FAA Aero Center, CAMI (AAM-500) facility located 6500 S MacArthur Oklahoma City, OK 73169, or as designated by Delivery Order.

**F.2 WORKING HOURS**

Work at the site by Contract support (except SMEs, unless specifically defined) shall be accomplished during an 8 hours day between the hours of 6:00 AM and 5:30 PM., Monday thru Friday, excluding federally-established holidays, with the preferred shift being 7:30 AM to 4:00 PM.

*NOTE: When MMAC government employees are granted administrative leave as a result of inclement weather, potentially hazardous conditions, explosions, presidential leave, or other special circumstances, nonessential contractor personnel on duty at the time shall be excused at the same time. This excused administrative leave time shall be billed to the government as a direct labor charge as part of the Contractor's invoice.*

**F.3 PHASE-IN PERIOD AND PERIOD OF PERFORMANCE**

This contract contemplates a phase-in period beginning from date of award for up to 30 days, followed by the delivery order performance beginning from the order issue date for one year. The base year performance period may be followed by one-year options to extend the ordering period for up to four periods. The options shall be exercised at the sole discretion of the Government. In the event award is not made as anticipated, the Government may alter the phase-in period, or the Government may reduce the basic contract period, and or/option contract periods.

**F. 4 AUTHORIZED PERFORMANCE**

**CLA. 0168r**

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 task/delivery order by an authorized Contracting Office of the FAA Aeronautical Center. All task/delivery orders will be issued in writing and performance completion dates will be specified on individual call/delivery order(s) issued hereunder.

**F.5 CONTRACT PERIOD (JAN 1997)**

**CLA 1604**

The effective period of this contract is one year from date of award plus four one year options if exercised. The four (4) one-year option periods shall be exercised at the sole discretion of the Government.

**F.6 CHANGE TO INDIVIDUAL DELIVERY ORDER  
SCHEDULE (JAN 1997)**

**CLA.1137**

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

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

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

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

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

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

3.10.1-9 Stop Work Order (October 1996)

3.10.1-24 Notice of Delay (November 1997)

## PART I – SECTION G CONTRACT ADMINISTRATION DATA

### G.1 TASK ORDER PROCESSING

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

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

(1) The Contracting Officer will issue a request for task proposal, with a copy of the Task Work Statement attached.

(2) Contractor will submit a task proposal to the Contracting Officer including:

- (i) A proposed management plan/Supervision requirements and levels.
- (ii) A milestone schedule.
- (iii) Proposed completion or delivery date.
- (iv) Proposed travel costs.
- (v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part I, Section B of this contract.

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

(4) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:

- (i) An appropriate delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Performance Work Statement format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Ceiling Price.

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

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the

Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

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

## G.2 ACCOUNTING AND APPROPRIATION DATA (JAN 1997)

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

## G.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government shall provide, without cost, the facilities, equipment, materials and/or services listed in Performance Work Statement

## G.4 OVERTIME

The FAA shall pay the basic hours as ordered and worked; paying overtime premium only on those hours approved in advance, worked as directed and paid to employees. (for example--If the contractor wants to use one employee 60 hours/week instead of two employees for the same 60-hour requirement on 1 or more tasks, FAA shall not pay overtime. If a contractor works exempt employees overtime and does not pay overtime, FAA shall not pay overtime (See Definitions in section C.2).

## 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 (JUL 1997)

CLA.0135R

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

- (2) One copy to:

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

- (3) One copy to:  
 FAA Civil Aerospace Medical Institute (CAMI)  
 ATTN: CAMI HUMAN FACTORS RESEARCH DIV. (AAM-500)  
 6500 S MacArthur Blvd.  
 Oklahoma City, OK 73169

- (a) 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) Extend totals for invoiced quantities.
- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Task/Delivery Order number.
  - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
  - (3) Extended totals for invoiced quantities.
  - (4) Hours by employee by labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee (furnish only to AMQ-340 and Task Managers).
  - (5) The cumulative hours by category billed and paid on the current Task/Delivery Order.

#### G.7 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

#### G.8 3.10.1-22 Contracting Officer's Technical Representative (July 1996)

- (a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract.
- (b) The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.
- (c) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

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

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

#### 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) Payment – Central Contractor Registration (CCR) (June 2001)

**PART H – SECTION  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 STAFFING/RESOURCE UTILIZATION**

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

**H.2 PHASE-IN**

- (a) There are approximately 8 employees currently working on the human factors research tech support contract who may transition to this follow-on contract.
- (b) Phase in:  
Immediately following the date of contract award (not to be confused with Contract Start Date), a period not-to-exceed 30 days and a period of not less than 15 days will be allowed for the phase in from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This period will be the time for initial orientation for contract administration and will provide time for detailed operational orientation for contract supervisory personnel. It will include a time for phase in of administrative processes from the current contract to the new contract start date.
- (c) To ensure a smooth transition in the change of work effort from the current contractor this phase-in period is to allow the new vendor to:
  - (1) Observe work accomplishment by the incumbent contractor;
  - (2) Become thoroughly familiar with work requirements, work procedures, and status of all tasks;
  - (3) Complete training requirements and accomplish necessary training of contractor employees; and
  - (4) Obtain identification badges for contractor employees.
- (d) The contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. Such access, however, must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contract Officer or the designated representative.
- (e) Upon the contract start date, the new contractor shall assume full contract performance, the contractor shall assume responsibility for all tasks.

**H.3 PHASE-OUT**

- (a) In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11. Continuity of Services, and Statement of Work/PWS.
- (b) With regard to a successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

(End of clause)

**H.4 WAGE DETERMINATION**

Service Contract Act Wage Determination No 94-2432 Rev. 17 is incorporated as Attachment 4 and made a part hereof. The following skill categories are subject to the terms of the Service Contract Act of 1965, as amended:

Research Assistant  
Computer Programmer

Research Technician  
General Clerk III  
Air Traffic Control (SME)  
Pilot (SME)  
Airframe and Powerplant Mechanics (SME)

## H.6 CEILING PRICE

(a) A "ceiling price" (reference G.1) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

(b) The FAA shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the task/delivery order, and the contractor shall not be obligated to continue performance if to do so would exceed the established ceiling price, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the respective task/delivery order. When and to the extent that the ceiling price set forth in the task/delivery order has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

## H.7 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS

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

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

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

## H.8 CONTRACTOR TESTIMONY

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

## H.9 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.

(a) Approximately 8 employees currently working on the support service contract may transition to this follow-on contract as those contracts expires or task/delivery orders are completed.

(b) Transition:

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

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

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

(4) The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period. After this period, the contractor shall report and/or coordinate efforts in accordance with the Statement of Work and the contract.

**H.11 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (JUL 2001)**

**CLA.0069**

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

**H.12 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.13 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.14 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.15 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

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

#### H.16 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (JUL 2004)

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 Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled Security – Unescorted Access Only.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled Security – Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the “Credential Justification” heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Security and Investigations 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, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor is responsible for each ID card issued for their personnel. The project manager can receive ID cards by signing the back of the DOT Form 1681 for all new applicants. ID cards may be issued to the applicant upon receipt of a completed DOT Form 1681 that has been approved by AMC-700 and signed by the project manager and the applicant on the back of the form. Each DOT Form 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

#### H.17 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

CLA.4531

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

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

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA’s Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, [http://www2.faa.gov/aba/html\\_tp/index.html](http://www2.faa.gov/aba/html_tp/index.html). Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

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

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling charges

may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

**H.18 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 non-binding 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.19 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)**

**CLA.4545**

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled Security - Unescorted Access) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

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

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

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

**H.20 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CLA.4550  
CENTER (MMAC)**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

## (a) Definitions.

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

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

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

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

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

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

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

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

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

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

	<u>Position</u>	<u>Risk Level</u>
Research Technician		5
Air Traffic Control Subject Matter Expert (SME)		1
<u>General Clerk III</u>		5
Computer Programmer		5
Pilot Subject Matter Expert (SME)		1
Project Manager/Supervisor		5
Research Assistant		5
Airframe and Powerplant (A&P)		1

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60-day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

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

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

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

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

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

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

NONE

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

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

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

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

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

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

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

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

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

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

#### **H.22 3.8.2-11 Continuity of Services (April 1996)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:

(1) furnish phase-in training and

(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice:

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

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

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

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

(End of clause)

### H.23 3.8.2-17 Key Personnel and Facilities (July 1996)

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

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

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

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

(end of clause)

## PART I - SECTION I CONTRACT CLAUSES

### I.1 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.

### I.2 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 Aero Center Contract Management Team (AMQ-340)  
P. O. Box 25082  
Oklahoma City, OK 73125

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

## I.2 WARRANTY – SERVICES (JAN 1997)

CLA.3313

The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by FAA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.

Corrections shall be at no cost to FAA, and any services or materials corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed.

## I.3 3.2.4-16 Ordering (October 1996)

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

## I.4 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 \$250.00 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 \$NA
    - (2) Any order for a combination of items in excess of \$NA or
    - (3) A series of orders from the same ordering office within 10 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 NA 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.

#### I.5 3.2.4-19 Requirements (October 1996)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2009.

(End of clause)

#### I.6 3.2.4-19/alt1 Requirements Alternate I (October 1996)

If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the "Schedule" that exceed the quantities that the activity may itself furnish within its own capabilities.

#### I.7 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 FY05. 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 FY05, 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.

(End of clause)

I.8 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.

I.9 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 **not later than the expiration date of the current contract period** provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months or 5 years 6 months.

I-10 3.5-13 Rights in Data--General (October 1996)

(a) Definitions.

(1) "Computer software," as used in this clause, means computer programs, computer databases, and documentation thereof.

(2) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(4) "Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

(8) "Technical data," as used in this clause, means data (other than computer software), which are of a scientific or technical nature.

(9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor

grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government may acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination may become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final

(in which instance the Government may thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Reserved.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under the "Contract Disputes" clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor may withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.11 3.5-13/alt4 Rights in Data--General Alternate IV (October 1996)

Substitute for paragraph (c)(1).

(c) Copyright.

(1) Data First Produced in the Performance of the Contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

I.12 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

<u>Employee class</u>	<u>Federal Grade</u>	<u>Hourly Rate (Monetary Wage&amp; Fringe Benefits)</u>
Project Manager	FG-13/2	35.79
Research Assistant	FG-9/2	20.75
Research Technician	FG-7/2	16.97
<u>General Clerk III</u>	FG-4/2	12.24
Computer Programmer	FG-10/2	22.85
Air Traffic Controller	FG-13/2	35.78
Pilot	FG-12/2	30.09
Airframe & Powerplant Mechanic	FG-8/2	18.79

(End of clause)

I.13 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 51 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 \$ \_\_\_\_\_ \$ \_\_\_\_\_

Allowable Overhead \_\_\_\_\_

Subtotal (A) \_\_\_\_\_ (B) \_\_\_\_\_

Labor G&A @ \_\_\_\_\_ % \_\_\_\_\_

Total Labor Costs (C) \_\_\_\_\_ (D) \_\_\_\_\_

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.

#### I.14 3.9.1-1 Contract Disputes (November 2002)

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

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

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

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

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

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

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

- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.
- (d) Contract disputes shall be filed at the following address:
- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,
- Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or
- (2) other address as specified in 14 CFR Part 17.
- (e) A contract dispute against the FAA shall be filed with the ODR 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 ODR 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 ODR 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 ODR 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 ODR.
- (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 ODR dispute resolution process for contract disputes can be found on the ODR Website at <http://www.faa.gov>.  
(End of clause)

#### L.15 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.

(End of clause)

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

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

- |            |   |
|------------|---|
| 3.1.7.2    | Organizational Conflicts of Interest (August 1997)  |
| 3.2.2.3-33 | Order of Precedence (January 2004)  |
| 3.2.2.7-6  | Protecting the Government's Interest when Subcontracting with Contractors debarred, Suspended, or Proposed for Debarment (April 1996) |
| 3.2.5-1    | Officials Not to Benefit (April 1996)   |
| 3.2.5-3    | Gratuities or Gifts (January 1999)  |
| 3.2.5-4    | Contingent Fees (October 1996)  |
| 3.2.5-5    | Anti-kickback Procedures (October 1996)   |

- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1.6 Discounts for Prompt Payment (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2003)
- 3.4.2-8 Federal, State, and Local Taxes – Sealed Bid and Certain Negotiated Contracts (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
  
- 3.6.1-1 Notice of Total Small Business Set-Aside (April 1996)
- 3.6.2-13 Affirmative Action for Handicapped workers (April 2000)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-12 Changes—Fixed Priced (April 1996)
- Alt 2 Changes – Fixed Price Alternate II (April 1996)
- Alt III
- 3.10.3-1 Definitions (April 2004)
- 3.10.3-2 Government Property – Basic Clause (April 2004)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6.3 Termination (Cost Reimbursement) (October 1996)
- 3.10.6-4 Termination for Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)

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

<u>ATTACHMENT</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Attachment A- Performance Work Statement rev. 2	18 Feb. 2005	10
Attachment 1- Requirement for Screening of Contractor Personnel Screening Standards	07/2001	1
Attachment 2- Requirement for Screening of Contractor Personnel Adjudicative Standards	07/2001	1
Attachment 3- Direct Hourly Labor Rate		2
Attachment 4- Wage Determination		10

FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_

2. Address of Firm: \_\_\_\_\_

3. Telephone Number of Firm: \_\_\_\_\_

Facsimile Number of Firm: \_\_\_\_\_

4. (a) Name of Person Making Declaration: \_\_\_\_\_

(b) Telephone Number of Person Making Declaration: \_\_\_\_\_

(c) Position Held In The Company: \_\_\_\_\_

5. Controlling Interest In Company (X All Appropriate Boxes) ( ) Black American ( ) Hispanic American ( ) Native American ( ) Asian American ( ) Female-Non Minority

( ) Male-Non Minority ( ) Female ( ) Male

( ) 8(a) Certified (Certification Letter Attached) ( ) Disabled Veteran

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions? ( ) Yes ( ) No

If No, provide the name and telephone number of the person who has this authority:

\_\_\_\_\_

7. Nature of Business—Specify major services/products. \_\_\_\_\_

8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees: \_\_\_\_\_

9. Type of Ownership: ( ) Sole Ownership ( ) Partnership ( ) Other/Explain Below: \_\_\_\_\_

10. Gross receipts of the firm for the last three years: Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_

Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_ Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN) Data Universal Numbering System (DUNS): \_\_\_\_\_

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? Yes \_\_\_\_\_ No \_\_\_\_\_

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_

(Name of Business)

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**PART IV - SECTION K  
REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710  
Research and Development in the Physical, Engineering, and Life Sciences
- (2) The small business size standard is 500
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEP 2001) CLA.4547**

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

**K.4 3.2.2.3-10 Type of Business Organization (January 2004)**

By checking the applicable box, Offerors (you) represent that—

(a) You operate as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization,  a joint venture or  other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country)

(End of provision)

**K.5 3.2.2.3-15 Authorized Negotiators (April 1996)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: \_\_\_\_\_ [list names, titles, and telephone numbers of the authorized negotiators].

(End of provision)

**K.6 3.2.2.3-23 Place of Performance (April 1996)**

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR),  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner  
(Street, Address, City, and Operator of the Plant or  
County, State, Zip Code) Facility if Other than Offeror

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of provision)

**K.7 3.2.2.3-70 Taxpayer Identification (August 1998)**

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have all office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other State basis. \_\_\_\_\_.

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**K.8 3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not  within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not  within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

#### **K.9 3.2.5-2 Independent Price Determination (October 1996)**

The offeror warrants that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and

(3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(End of provision)

#### **K.10 3.5-14 Representation of Limited Rights Data and Restricted Computer Software (October 1996)**

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights

data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

(End of provision)

**K.11 3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.12 3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (April 1996)**

(a) The following certification shall be checked:

Certification

The offeror certifies ( )/does not certify ( ) that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(End of clause)

**K.13 3.6.3-1 Clean Air and Water Certification (April 2000)**

The Offerors signature on this contract constitutes an affirmative attestation that:

(a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror uses for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

**K.14 3.6.4-15 Buy American Act Certificate (July 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

**3.1-2 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (SEPTEMBER 2002)**

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

**3.6.2-5 Certification of Nonsegregated Facilities (April 1996)**

**PART IV - SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

(a) This requirement is being set aside for competition among *Small Socially and Economically Disadvantaged (SEDB) Section (8a) business vendors* that meet the size standard shown in Section K above. Vendors to be eligible must provide with their proposals their Small Business Administration certification letter, this letter must show the company/corporate address, date of issuance of letter must be prior to release date of SIR/Solicitation. Offerors without 8a certification shall be determined unacceptable and shall be removed from further consideration for award. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) Complete written proposal submissions are required.

(c) The process will involve the evaluation of your proposal as represented for your company, and the current qualifications to perform the tasks which under this requirement. Evaluations involved will permit the FAA to select an offeror that is the most highly rated submissions based on overall best value to the FAA. Additional instructions are provided in Sections L and M.

(d) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2. Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(e) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

**L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

**PART I – WRITTEN DOCUMENTATION**

(a) Submit your Offer in accordance with the information identified as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and is required in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies.

**Table 1. Proposal Organization**

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	Contract Documentation	1	56
		(return a signed copy of the SIR with <u>all</u> pages)	
II	<i>Proposed Technical solution</i>	3	60
	<i>(Page count includes attachments that may support the Technical Solution)</i>		
III	Proposed Prices	1	25

(c) Common items for each volume are:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Single or double spacing (Offeror's option)
- (3) Font: Times New Roman, no smaller than 11 point.

(d) **Contract Documentation – Volume I.** This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the Offeror has read and agrees to the terms and conditions contained in SIR Sections A through K. The FAA may consider Offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such Offerors may not be given the opportunity to revise their offers. Return a completed, signed, copy of the complete SIR which includes all Section A, through M.

(e) **Technical Information – Volume II.** The offeror should submit a technical proposal to identify the intended plan to satisfy requirements of the PWS. This technical proposal is required in addition to the price proposal.

1. The technical proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government, and that the offered approach is valid and practical. The proposal requires specific, detailed and complete descriptions to fully demonstrate that the offeror has a thorough understanding of the requirements for and technical problems inherent in providing services of the scope and character outlined herein. However, statements paraphrasing the SOW requirements, or parts thereof, are considered insufficient (i.e. phrases, such as “standard procedures will be employed” or well-known techniques will be used, “ etc., are considered insufficient).
2. The Offeror may submit questions, exceptions, or request for amendment prior to the SIR close date response. Alternate proposals may be submitted with your response but may not be evaluated by the government. Content is more important than quantity.
3. The technical proposal submittal should indicate that the offeror understands the support required as identified in the Performance Work Statement and Contract provisions. To provide a fair and equitable evaluation of all offers, separate and complete responses must be made to each of the following categories. These categories are listed in descending order of importance:

**CATEGORY 1 ---Understanding the PWS requirements and Technical Capability-** Offerors shall describe their understanding of the type research projects and studies specified in the PWS as it relates to CAMI Research responsibilities. Understanding of the requirement shall be demonstrated through a description of the experience the company possesses in performing support services the same as or similar to those describe in the PWS. Information on experience should include a description of the services performed, associated contract numbers or project numbers, names, addresses, and phone numbers of government or industry officials having knowledge of the stated experience. The technical capability should identify current internal resources with expertise in the PWS areas (ref. Section 9).

**CATEGORY 2 – Staffing Plan –** Offerors shall identify a staffing plan that would be essential to meet the PWS requirements technical support for the Civil Aerospace Medical institute (CAMI) Human Factors Research Laboratory. Offerors shall provide a detailed staffing plan describing those personnel to be assigned to this project. This staffing plan shall include detailed resumes for each position specified in the PWS. Resumes shall include details on the education, training, and specialized experience required to perform the services. Information should be included regarding each proposed employee’s work on similar projects and the names, if available, of other employer’s for whom related work was performed. If the resources are not currently employed, a Letter of Intent to work on this contract **MUST** be provided.

Equivalent position descriptions including qualification requirements, shall be submitted to reflect the intended plan for how management will utilize and assign staff when multiple tasks are required, as well as describing the recruitment and training program that will be used to obtain qualified employees when required.

Offers shall provide a recruitment and retention plan describing how recruitment and employment of qualified personnel will be accomplished (as necessary) and maintained over the life of the contract.

The recruitment plan should provide for effective screening of personnel including the approach for recruitment of a diverse work force. The plan should reflect the extent to which the offeror plans to use personnel from its own organization, make new hires, or use other sources. The plan shall also include a description of the personnel compensation packages the offeror shall implement to ensure qualified personnel are retained on the contract. Included shall be information on the personnel policies and practices regarding promotion and career progression policies, bonuses, incentive programs and job flexibility. The plan should also describe the training program contemplated for new employees or existing employees to ensure the FAA consistently is receiving top quality performance.

**CATEGORY 3 – Project Management and Supervision**—Offerors shall identify the proposed Project Manager as represented by the Resume. The submittal shall include the current and potential assignments (when the Project Manager is not dedicated to only this requirement). Describe how the Project Manager will be accessed as required for this effort. The submittal shall represent the Project Managers' experience in supervision including the authority within the company, and the management approach to planning, directing, coordinating and implementing tasks required in research services including subcontracts or teaming arrangements.

**CATEGORY 4 -Related Experience and Quality Control**— The Contractor shall be responsible for ensuring that the services provided meet the requirements of the PWS. Offerors shall provide a quality control plan applicable to the services to be performed, which will describe how the plan was developed, the controls to be implemented to monitor personnel performance that ensures compliance with the PWS, and how the plan will be maintained over the life of the contract. The plan shall include the following information:

1. An system to specify the areas to be inspected on either a scheduled or unscheduled basis, how the level of performance is to be assessed, how often inspections will be accomplished, and the title of the individual (s) who will perform the inspection.
2. Methods for identifying and preventing defective work in the quality of services performed, before the level of performance becomes unacceptable.
3. A provision for access to on-site records of all inspection conducted by the contractor and the necessary corrective actions to be taken when unsatisfactory performance is identified.
4. How the hours incurred by each employee and task will be tracked and projected for billing and funding purposes.
5. A description of how all quality information will be coordinated with the government and when the documentation (per report summary) will be submitted to the government.

- (e) **Cost/Price Information – Volume III**. The Offeror shall provide cost/price information to include sufficient details related to the Offeror's estimated price. A Standard Form 1411 is not required with the initial proposal but may be requested by the Contracting Officer in accordance with Provision L.5 "COST PROPOSALS". Each Offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), totals for the base year and each option year, and provide information on basis or development of the unit price. Cost/price information shall provide visibility of rates/costs applicable to each CLIN. In addition to the number of pages set forth in Table 1 above, include supporting documentation (market info, material quotes, price lists etc.) used to develop the proposed cost/price information. The FAA contemplates award of an Indefinite-Delivery/Requirements type contract with established fixed hourly rates, and reimbursable travel when authorized by the government. **The proposal shall estimate the total dollars for each support based upon the FAA estimated hours for each labor category.** The travel estimate is provided by the government.

Offerors' attention is directed to additional and separate cost/price information required by Clause H. 12 entitled Direct Labor Rate, through accomplishment/completion of Attachment 1 to the SIR.

NOTE--Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary. Failure to provide this rate information with the proposal shall make the proposal unacceptable and shall be removed from further consideration for award

When establishing composite hourly rates for professional employees, offerors should keep in mind AMS Provisions 3.6.2-15 entitled "Evaluation of Compensation for Professional Employees" found in Section M.

### L.3 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each Offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

### L.4 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Equipment, current financial statements, and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

- (1) Technical equipment/capability
- (2) Quality assurance
- (3) Electronic Data Interface/capability
- (4) Financial capability and Accounting systems
- (5) Other, as appropriate

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an Offeror will receive or is in the best position to receive the resultant award.

### L.5 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

### L.6 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

### L.7 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an Offeror takes issue with the terms and conditions contained herein, the Offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in Offeror's format, on Offeror's letterhead, signed by an officer of the company with authority to bind the Offeror. The request must include documentation that fully highlights the Offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the Offeror and incorporated into the document prior to contract award.

### L.7 Facsimile Submittals

(a) Definition. 'Facsimile submittal,' as used in this Screening Information Request (SIR), means a submittal, modification of a

submittal, or withdrawal of a submittal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Offerors may submit facsimile submittals as responses to this SIR. These responses must arrive at the place, and by the time, specified in the SIR.

(c) Facsimile submittals that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the SIR, may be excluded from consideration.

(d) Facsimile submittals must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile submittal. However, if requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed submittal proposal.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: (405) 954-3030

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol): \_\_\_\_\_

(g) If the Offeror chooses to transmit a facsimile submittal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submittal including, but not limited to, the following:

- (1) Receipt of garbled or incomplete proposal.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submittal.
- (5) Failure of the Offeror to properly identify the submittal.
- (6) Illegibility of submittal.
- (7) Security of submittal data.

(End of provision)

#### L.8 3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a Combination type contract (Fixed Hourly rates for each labor category, and cost reimbursable Travel if required) resulting from this Screening Information Request.

(End of provision)

#### L.9 3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts 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 protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

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

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

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

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

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

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

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

(End of provision)

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

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

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
- 3.2.2.3-6 SUBMITTALS IN THE ENGLISH LANGUAGE (JULY 2004)
- 3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (JANUARY 2004)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (SIR) (JULY 2004)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JULY 2004)
- 3.2.2.3-17 PREPARATION OF OFFERS (JULY 2004)
- 3.2.2.3-18 EXPLANATION TO PROSPECTIVE OFFERORS (JULY 2004)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
- 3.2.2.3-20 TELEGRAPHIC SUBMITTALS (JULY 2004)
- 3.6.2-35 PREVISION OF SEXUAL HARRASSMENT (AUGUST 1998)

## PART IV - SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 GENERAL

The FAA shall award a single contract to the vendor determined to be the best value to the FAA. The procurement is to be a best value with Technical Factors being slightly more important than Cost. Technical Factor 1 is the most important factor, Factor 2 is very important and slightly more important than Factor 3 which is considered more important than Factor 4 Related Experience in Human Factors Research.

(a) Proposal shall be eliminated if it does not provide the SBA letter showing 8A certification, with a date of the letter prior to the date of issuance of the SIR solicitation. Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all element of the SIR/RFO, does not meet minimum requirements, or clearly demonstrates that the offeror does not understand the requirements of the SIR/RFO and/or the proposed costs/prices are not considered reasonable.

*(b) Consistent with M.1(b) above, offers will be evaluated and contract award made on the basis of "Best Value to the FAA", with non-cost/price (hereafter collectively referred to as "technical") factors being slightly more important than cost/price. Subjective judgment on the part of the FAA is implicit in the evaluation process.*

(d) Each proposal will be evaluated on the basis of its written submissions, including cost/price information, and technical proposal described at L.2. Separate technical and cost/price proposals are required as described in Section L.

(e) All offers will be subjected to detailed technical, evaluation by a team who will rate/assess each in accordance with pre-established evaluation plans.

(f) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in Provision M.2.

(g) Cost/price proposals will not be rated or scored but evaluated pursuant to Provision M.3.

(h) The cost/price evaluation team will not have access to technical proposals during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.

(i) The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Again, technical considerations are slightly more important than cost/price.

(j) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion and removed from further consideration for award.

(k) Additional information may be requested from the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

## M.2 TECHNICAL EVALUATION

(a) As stated in AMS 3.2.2.7 the FAA will evaluate the technical proposal to ascertain the Contractor's understanding and compliance with the Performance Work Statement, based upon the factors listed below. Team ratings for each factor and subfactor will be weighted to establish a score for the technical proposal (reference requirements of L.2). The factors are listed in descending order of importance.

- (1) Understanding the PWS requirement and technical capability
- (2) Staffing plan
- (3) Project Management and Supervision
- (4) Related experience and Quality Control

(b) Factor 1 – Understanding the PWS requirement is the most important factor, Factor 2 – Staffing plan is very important and slightly more important than Factor 3 – Project Management and Supervision which is considered more important than Factor 4 - Related Experience in Human Factors Research.

(c) Each factor and subfactor will be rated by the evaluation team on a rating scale as follows:

- (1) Excellent = 4
- (2) Good = 3
- (3) Fair = 2
- (4) Poor = 1
- (5) Unsatisfactory = 0

(d) Evaluation Criteria for each factor are as follows:

### Factor 1-- Understanding of the PWS Requirement and Technical Capability

The FAA will conduct an assessment of the Contractors' internal knowledge/experience conducting the same or similar research and the technical approach to initiating the task when requested by the FAA. The assessment will include review of the type services marketed and amount of business conducted in this market with references or evidence of projects performed by the company in Aviation Human factors Research and/or analysis as related to the PWS anticipated projects (PWS paragraph 3.0)

### Factor 2 --- Staffing Plan

The evaluation will consist of the analysis of the qualified staffing plan with resumes for each category, contracts or commitments resulting from management recruitment, identification of

Subject Matter Experts and how they will be accessed as required for the funded tasks , and a description of how management will utilize internal resources and assign staff (as required) to perform multiple tasks. The recruitment, incentive plans, and training program must be identified and will be evaluated.

Factor 3 --- Project Management and supervision

The evaluation will include an assessment of experience as related to the Project Manager. The assessment will include a review of the Project Managers' anticipated assignments (if any), accessibility, experience in similar service, experience in supervising the span of employees, education, and training. An evaluation of the Contractors management approach as represented will be assessed.

Factor 4 --- Related Experience and Quality Control: The evaluation will review the Offeror representation of three similar type contracts and successful performance to include the confirmation of compliance with schedules and quality performance. The evaluation will include an assessment of the Contractors Quality Control Plan (draft submitted subject to negotiation) that identifies how quality services will be provided over the life of the contract, including Program Management, coordination with the government, and reporting (i.e. Task progress/quality of services, tracking of hours worked by employees and associated incurred cost per report).

### M.3 PRICE ANALYSIS

(a) Cost/price proposals of all offerors and all associated subcontracts over \$50,000 will be reviewed, but not numerically scored, for the base period and all option periods. **NOTE:** For overall evaluation of the proposals, price evaluation will be conducted on all CLINs except travel. The price/cost proposals in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the RFO. If reasonableness of price is not determined through adequate price competition, then the FAA will may require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in Section L, Provision L.2, Paragraph (e).

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) Proposals (whether initial or revised submissions) which are unreasonably low may be eliminated from further competition on the grounds of the Offeror's failure to comprehend contract requirements.

(c) An Offeror's proposal price will be determined by multiplying the actual/estimated quantity times the Fixed Hourly Rate for the CLIN and totaling the product of the calculation for all priced CLINs and all option periods to arrive at a total estimated contract value.

(d) For CLIN 1.0 Phase-in, Phase-out, cost information shall be not separately priced but included in the rates provided for technical support.

(e) Price will be evaluated based on total contract cost for all CLINs.

### M.4 RISK ASSESSMENT

The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance and experience, technical competence and understanding of the work requirements, and reasonableness of offered prices to ensure satisfactory performance of any resultant contract for the required services.

**M.5 ALL OR NONE BASIS OF AWARD**

Notwithstanding any other provision of this SIR/RFO, award of this contract will be made on the aggregate of all line items shown in the Schedule. Multiple awards will not be considered. **This is a Competitive solicitation limited to only eligible SEDB /8(a) concerns registered and listed by the Small Business Administration. Proposals received from others will not be considered for award.**

**M.6 3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their submittals, offerors will provide a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, and used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, submittals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of submittal.

**3.2.4-31 Evaluation of Options (April 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**3.1.1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (SEPTEMBER 2002)**

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

## REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)

CLA.1262

**ATTACHMENT 2  
SCREENING STANDARDS-CONTRACTOR**

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

## REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)

CLA.1262

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

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

**1. Issues related to use or possession of intoxicants:**

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.

**2. Issues related to illegal use/possession of controlled substances or marijuana:**

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.

**3. Issues related to financial responsibility:**

Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.

**4. Issues related to immoral conduct:**

Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.

**5. Issues related to honesty:**

Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.

**6. Issues related to disruptive or violent behavior:**

Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.

**7. Issues related to termination or forced resignation:**

Pattern of unemployability based on misconduct or delinquency as reflected in employment history.

**8. Issues related to firearms/weapons:**

Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.

**9. Miscellaneous issues:**

Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

**ATTACHMENT 3-DIRECT HOURLY LABOR RATE**

**NEGOTIATED DIRECT HOURLY LABOR RATES**  
**Screening Information Request DTFAAC-05-R-00021**

**NOTICE:** This document corresponds to Clause H.12, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth below is the direct labor portion of the negotiated composite/billing rate shown in Section B.

<u>LABOR CATEGORY</u>	<u>DIRECT HOURLY LABOR RATE</u>				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Project Supervisor					
Research Assistant					
Computer Programmer					
Research Technician					
General Clerk III					
Air Traffic Control (SME)					
Pilot (SME)					
Airframe and Powerplant mechanics (SME)					

**CIVIL AEROSPACE MEDICAL INSTITUTE (CAMI)  
PERFORMANCE WORK STATEMENT  
FOR  
HUMAN FACTORS RESEARCH SERVICES**

**1.0 BACKGROUND**

The Aerospace Human Factors Division is located at the Civil Aerospace Medical Institute, Mike Monroney Aeronautical Center. The Division conducts research that focuses on improving individual system, efficiency, and safety. A major emphasis of the division is its' focus on improving human performance through enhanced equipment design. Interface design, management practices, and human resource procedures are among the factors investigated at the facility. General Aviation and en route Air Traffic Control (ATC) are two of the broad interest areas of the researchers in the division. Equipment is available for investigators to test hypotheses and develop research experiments. Using this equipment in a controlled environment allows the researchers to isolate the factors that they wish to investigate. Furthermore, research is also conducted at actual worksites, with the focus being on field studies and survey collection. The Human Factors Research Laboratory, and the Training and Organizational Research Laboratory are responsible for maintaining research agendas, and active simulation. The Human Factors Division contributes to the mission requirements of the Civil Aerospace Medical Institute to include aerospace safety, certification, education, medical and human factors research, and occupational and health services.

**2.0. REQUIREMENT OBJECTIVE:**

To acquire research service to assist the Civil Aerospace Medical Institute with technical and subject matter experts necessary to complete research tasks in Aerospace Human Factors Research.

**3.0 REQUIREMENT SCOPE:**

The CAMI Aerospace Human Factors Research Division requires the administrative support to conduct research necessary to meet mission requirements. The administrative support may assist with database administration, software maintenance, surveys, tests, laboratory, and field experiments to conduct Human Factors analysis. The Contract support shall be responsible for management and supervision of all contract personnel (including subject matter experts) who are assigned to complete tasks issued within the scope of the requirements. Identified below are many of the ongoing tasks within the division that may require continued support. Other similar future tasks are anticipated to require a level of support comparable to what is currently ongoing.

**For Air Traffic Related support:**

- Data base creation and maintenance;
- Survey/test construction, distribution, data collection, data processing and statistical analyses
- Laboratory and field experiments for CAMI/AAM-500 responsibilities in:
- Air Traffic/Airways Facilities Human Factors
- Optimizing human performance to reduce ATC OEs;
- Optimizing human performance to reduce runway incursions;

- POWER task load and performance baseline assessments/sector characteristics and operational errors;
- ATC operational error severity index research;
- ATC intra-team communication and coordinated decision-making; NATPRO;
- Shift work countermeasure assessment
- Development of baseline operational communications database to describe current operational voice communications between pilots and controllers and system performance
- Conduct flight strip studies;
- Access ATC information complexity;
- Conduct analysis of color and visual factors in advanced ATC displays;
- Develop a Statistical Requirements Model (SCRAM) to support agency workforce planning;
- Conduct a workforce baseline job/task analyses for selected ATO occupations;
- Develop, implement, and assess strategic human capital metrics;
- Identify current and future issues related to air traffic control specialist selection;
- Assess the Longitude of age and performance among air traffic control specialists;

**For Flight Deck Human Factors support:**

- Human error and general aviation accidents: A comprehensive, fine-grained analysis using HFACS
- A New Approach to Aviation Accident/Incident Prevention/Mitigation
- Comparison of the Effectiveness of a Personal Computer Aviation Training Device, a Flight Training Device and an Airplane in Conducting Instrument Proficiency Checks
- Credit for Instrument Rating in a Flight Training Device or Personal Computer
- Electronic Primary and Multi-function Flight Displays for GA; Certification criteria and usability assessments
- Weather Displays
- General Aviation Alaska Maintenance Accidents
- Development of Training and Human Factors Research Requirements for Unmanned Aerial Vehicles/Unmanned Aircraft
- General aviation accidents: VFR-into-IMC: Causes and Remediation
- The effects of manipulations of access to and instruction concerning the use of cockpit display of weather information on collaborative decision-making
- Expanded Shiftwork and Fatigue Assessment for Aircraft Maintenance Inspectors.

**4.0 DEFINITIONS**

Contracting Officer (CO) – Authorized Government official responsible for contract revisions, And funds obligation.

Contracting Officers' Technical Representative (COTR) – Delegated representative for the Contracting Officer by designation.

Full Time Equivalent (FTE) - The number of labor hours per person-each year. This reflects the number of hours a year that may be contracted for a given skill, rather than the actual number of people that may be contracted.

## **5.0 GOVERNMENT RESPONSIBILITIES**

FAA/CAMI-500 shall provide the necessary office space, office furniture and supplies necessary to accomplish the requirements named herein. Any FAA regulations, or guidance specific designated for CAMI operations shall be identified in the task requirement and made accessible to the Contractor for performance. These specific requirements may include policy, procedure, or familiarization with established databases, survey and research protocol, or customized computer software.

The Government, at their discretion, may provide to the assigned support personnel, training required for the performance of the task designated by Delivery Order. Any training designated by the government shall be provided at no cost to the Contractor.

## **6.0 PERIOD OF PERFORMANCE:**

The Contract services are anticipated for a period of five (5) years consisting of the base year and four (4) one-year options if exercised. The period of performance required for each task will be identified in the Task Performance Work Statement and shall be agreed upon by negotiation prior to issuance of the Delivery Order.

## **7.0 PLACE OF PERFORMANCE:**

Services will be performed at the Civil Aerospace Medical Institute in the Aerospace Human Factors Research Division (AAM-500) offices, 6500 South MacArthur Blvd., Oklahoma City, Oklahoma 73069. Travel may be required at alternate sites.

The 8-hour day will normally begin no earlier than 6:00 A.M. and end no later than 6:00 P.M., with the preferred shift being 7:30 to 4:00 P.M. Non-routine work hours and off-site travel may be required for research study data collection support or to attend specialized meetings and is subject to prior approval and authorization. Reimbursement of travel must comply with provisions identified in Section H of the contract.

## **8.0 TASK REQUIREMENTS**

### **8.1 Program Management**

#### **8.1.1 The Program Managers shall:**

- a. ensure compliance with FAA/CAMI AAM-500 task objectives identified in the TPWS;
- b. ensure compliance with the contract provisions
- c. monitor performance
- d. coordinate with the FAA and provide written documentation.
- e. Implementation of the quality control plan

8.1.2 Performance by the Program Manager shall be requested by Delivery Order at the beginning of the Performance Period. The Program Manager shall be provided adequate work space for performance

8.1.3 The Program Manager shall be responsible for all supervision of the contract employees performing the TPWS requirements. All direction regarding performance requirements shall be coordinated between the Program Manager and FAA CO or COTR. The FAA CO or designated COTR shall notify the contractor in writing any time the contract services fail to meet the specified requirements of the contract, delivery order or PWS. . The Program Manager shall be responsible for taking action to insure that the required services required are performed in an efficient and effective manner, and implement corrective action when deficiencies are cited by the government (in writing).

8.2 Tasked requirements and coordination: When requirements generate within the scope of this PWS, the Program Manager will be contacted to review the Task Performance Work Statement (TPWS) and submit the proposed labor (SMEs) from the established contract categories, estimated hours, and associated budget estimate for the task. The response shall be submitted to the FAA COTR within three days. The budget estimate shall be based upon the established contract labor categories and prices. The proposed TPWS labor, budget and schedule is subject to discussion/negotiation between the CO or Designated Representative and the Contract Program Manager.

***Note: The FAA reserves the right to review qualifications for each SME proposed for assignment to specific tasks, and agree that the propose SME meets the qualifications described herein. The FAA concurrence shall be acknowledged by funding of the delivery order. In addition, the FAA reserves the right to remove any employee from the facilities who does not comply with FAA Aeronautical Center policies for security and behavior.***

8.2.1 Funding and Delivery Order: Upon agreement between the Contractor and the FAA CO or designated representative, a delivery order shall be issued by the Contracting Officer to fund the TPWS requirements.

8.2.2 Coordination: During the period of performance of this contract, the Program Manager shall insure that a monthly report is submitted for each delivery order to identify tasks accomplished, progress toward completion with hours incurred toward the specific task per category, and associated travel (if any) during the month. The report shall also identify the projected labor and cost to complete the task, and obligated funds available on the order. The report shall be submitted to CAMI designated COTR. The FAA CO or COTR, will review the report/and or required deliverables for compliance with the contract for acceptance. Correction to the report, or verification of hours incurred may be required prior to acceptance. Acceptance shall be acknowledged by signature of the COTR.

## 9.0 QUALIFICATIONS AND REQUIREMENTS FOR PROJECTED PERSONNEL AND/OR LABOR CATEGORIES

### 9.1. Project Manager/Supervisor

Requires previous program manager/project manager experience that includes managing the production of research products (databases, reports, surveys, and other research tools) in support of several research projects concurrently. Experience recruiting qualified subject matter experts, with expertise in a particular area, to participate in the development of research projects. Experience in conducting research using subject matter experts, with expertise in a particular area, to produce databases, reports and other research tools as required by the research objective. Experience recruiting and conducting research with air traffic controller and pilot subject matter experts is preferred. Experience setting up quality assurance procedures. Knowledge of FAA ATC facilities, how they operate, types of personnel, roles and responsibilities of ATC operational personnel, and ATC standard phraseology is required. Knowledge of critical incident events (e.g., Operational Error, Deviation, Aircraft Accidents, Runway Incursions) is required. Experience performing mid to high level tasks associated with survey research (e.g., instrument design, survey distribution, database management, report design, technical reports and data analyses) is required. Experience working on mid to large-scale surveys (3,000 - 50,000 respondents) is required. Experience working on large-scale surveys such as the US Census, Federal and State Agency surveys, or the FAA Employee Attitude Survey is preferable. Experience performing mid to high level tasks associated with human factors research (e.g., experimental design, conducting experiments, traveling to collect data, interviewing participants, developing experimental protocols, database management, report design, technical reports and data analyses) is required. Experience using human factors taxonomies to categorize human performance is required. Knowledge of human factor error or contextual condition techniques (e.g., JANUS, HFACS, PERT, TAPROOT) that identify and categorize causal factors of is required. Experience using JANUS and HFACS to categorize errors in human performance leading to ATC operational errors and aviation accidents is preferred. Job requires proven ability to perform and interpret statistical analyses (e.g., Correlations, T-Tests, Analysis of Variance, Reliability and Factor Analyses). Expertise in Microsoft Window's application software (e.g., Word, Access, Excel) and SPSS (or SAS) is required. Experience using Reference Manager software is preferable. Requires a master's degree or equivalent experience in a behavioral science discipline.

- a. Responsible for all personnel actions (e.g., hiring, firing, performance review, conduct and discipline, scheduling leave and arranging work schedules) involving contract personnel to ensure the competent and timely performance of all tasks described in this statement of work.
- b. Coordinates contract research activities with the Aerospace Human Factors Research Division's principle investigators and managers regarding particular task assignments as described in the statement of work.
- c. Directs, organizes and manages the work activities of all contract personnel to ensure the accuracy and timely completion all tasks.
- d. Establishes, maintains and manages a quality assurance program to ensure the accuracy and completeness of all task products.
- e. Provides reports and summaries of contract progress for all assignments to Aerospace Human Factors Research Division's principle managers.

- f. Updates principle investigators on task progress.
- g. Performs all requirements of a Research Assistant.
- h. Performs other duties as required to assist in the research efforts of the Aerospace Human Factors Research Division.

## 9.2 Research Assistant

Experience performing mid to high level tasks associated with survey research (e.g., instrument design, survey distribution, database management, report design, technical reports and data analyses) is required. Experience working on mid to large-scale surveys (3,000 - 50,000 respondents) is required. Experience working on large-scale surveys such as the US Census, Federal and State Agency surveys, or the FAA Employee Attitude Survey is preferable. Experience performing mid to high level tasks associated with human factors research (e.g., experimental design, conducting experiments, traveling to collect data, interviewing participants, developing experimental protocols, database management, report design, technical reports and data analyses) is required. Experience using human factors taxonomies to categorize human performance is required. Knowledge of human factor error or contextual condition techniques (e.g., JANUS, HFACS, PERT, TAPROOT) that identify and categorize causal factors of is required. Experience using JANUS and HFACS to categorize errors in human performance leading to ATC operational errors and aviation accidents is preferred. Experience in setting up and following through with quality assurance procedures. Knowledge of FAA ATC facilities, how they operate, types of personnel, roles and responsibilities of ATC operational personnel, and ATC standard phraseology is required. Knowledge of Aviation Industries critical events (e.g., Operational Error, Deviation, Aircraft Accidents, Runway Incursions) is required. Job requires proven ability to perform and interpret statistical analyses (e.g., Correlations, T-Tests, Analysis of Variance, Reliability and Factor Analyses). Expertise in Microsoft Window's application software (e.g., Word, Access, Excel, PowerPoint) and SPSS (or SAS) is required. Experience using Reference Manager software or other similar research software is preferable. Requires a master's degree or equivalent experience in a behavioral science discipline.

- a. Writes, executes, and modifies SPSS programs for statistical analyses of human factors experiments and survey research.
- b. Writes, edits, and proofreads technical reports, journal articles and presentations.
- c. Creates data and summary reports using inferential and descriptive statistics.
- d. Creates and edits survey content.
- e. Develops coding systems for qualitative data.
- f. Prepares charts, graphs, and diagrams to support statistical analyses.
- g. Develops data collection protocols for survey and experimental research projects.
- h. Develops procedures for distributing surveys/tests, and administering experiments.
- i. Organizes data collection procedures.
- j. Designs and formats surveys using word processing and survey software.
- k. Conducts reviews of the behavioral science research literature.
- l. Travels to attend off-site training courses and to collect research data.
- m. Performs other duties as required to assist in the research efforts of the Aerospace Human Factors Research Division.

### 9.3. Computer Programmer

Experience in Microsoft Window's application software (e.g., Word, Access, Excel, PowerPoint) and SPSS (or SAS) is required. Experience in Microsoft FrontPage or other web development tools/software is required. Must demonstrate previous web development experience. Experience with Windows 2000/XP is required. Experience and knowledge of structured programming and techniques for scientific programming, interaction of hardware/software, data management systems, graphics and statistical analysis software, and with programming languages (C, C++, Visual C++, and Visual Basic) is required. Experience managing complex and dynamic relational databases (e.g., maintaining, updating, merging, data verification and extracting of data). General Knowledge of FAA ATC facilities, how they operate, types of personnel, roles and responsibilities of ATC operational personnel is preferred.

- a. Develops and codes computer subroutines, ranging in nature from simple to complex.
- b. Integrates subroutines written in different languages into a complex program.
- c. Writes computer programs to build large data files and extracts data from existing magnetic tape or disk files for research purposes.
- d. Writes general purpose and scientific programs using machine level or higher level programming languages and software associated with currently installed computer hardware for a Windows 2000 network.
- e. Responsible for insuring that software programming is completely reliable and compatible with existing software and hardware.
- f. Designs data collection, extraction, and analysis tools for human factors research projects.
- g. Performs other programming duties as required to assist in the research efforts of the Aerospace Human Factors Research Division.

### 9.4. Research Technician

Experience performing mid level tasks associated with survey research (e.g., survey distribution, data collection, database management) is required. Experience working on mid-scale surveys (1,000 - 3,000 respondents) is required. Experience working on large-scale surveys such as the US Census, Federal and State Agency surveys, or the FAA Employee Attitude Survey is preferable. Experience performing mid level tasks associated with human factors research (e.g., conducting experiments, traveling to collect data, interviewing participants, database management) is required. Experience using research taxonomies to categorize human performance is required. Knowledge of human factor error or contextual condition techniques (e.g., JANUS, HFACS, PERT, TAPROOT) that identify and categorize causal factors of is required. Experience using JANUS and HFACS to categorize errors in human performance leading to ATC operational errors and aviation accidents is preferred. Experience following quality assurance procedures is required. Knowledge of FAA ATC facilities, how they operate, types of personnel, roles and responsibilities of ATC operational personnel, and ATC standard phraseology is required. Knowledge of critical incident events (e.g., Operational Error, Deviation, Aircraft Accidents, Runway Incursions) is required. Job requires proven ability to generate statistical analyses (e.g., Correlations, T-Tests, Analysis of Variance, Reliability and Factor Analyses). Experience transcribing audio communication is required. Experience

transcribing ATC/Pilot communications is preferable. Experience in Microsoft Window's application software (e.g., Word, Access, Excel, PowerPoint) and SPSS (or SAS) is required. Experience using Reference Manager software or other similar research software is preferable. Requires a bachelor's degree or equivalent experience in a behavioral science discipline.

- a. Writes, executes, and modifies SPSS syntax or other automated programs for data cleaning.
- b. Writes SPSS syntax to format data files.
- c. Creates and checks charts, graphs, and diagrams to support statistical analyses.
- d. Ensures the accuracy and completeness of research data.
- e. Coordinates data collection with subject matter experts.
- f. Codes qualitative data.
- g. Documents data collection and data verification procedures.
- h. Administers experimental protocol.
- i. Performs data collection procedures.
- j. Verifies information on survey and experimental results.
- k. Types/proofs documents and materials.
- l. Travels to collect data.
- m. Performs other survey/testing duties as required to assist in the research efforts of the Human Resource Research Division.

#### 9.5. General Clerk III

Experience working with surveys, applications and forms (e.g., distribution, data collection, data entry and transcription) is required. Experience following quality assurance procedures is required. Experience transcribing audio communication is required. Experience transcribing ATC/Pilot communications is preferable. General Knowledge of FAA ATC facilities, how they operate, types of personnel, roles and responsibilities of ATC operational personnel, and ATC standard phraseology is preferred. General knowledge of research taxonomies to categorize human performance is preferred. Experience in Microsoft Window's application software (e.g., Word, Access, Excel, PowerPoint) and SPSS (or SAS) is required. Experience using Reference Manager software or other similar research software is preferable.

- a. Transcribes air traffic control communications from voice tapes.
- b. Manually enters data into personal computer or minicomputer system using customize data entry programs.
- c. Performs quality assurance checks on data reports.
- d. Prepares surveys/tests for optical scanning.
- e. Scans surveys/tests.
- f. Prepares surveys for distribution.
- g. Collects, prepares and assembles documents for information and distribution purposes.
- h. Examines data records, assigns entry codes, and verifies data fields.
- i. Identifies records with missing data and obtains missing data following prescribed protocol (i.e., making phone calls, writing memos, talking to people and referring to documents).
- j. Copies, files, converts, and shreds documents.
- k. Opens and stamps date of arrival of incoming mail.

- l. Performs other data collection and data entry duties as required to assist in the research efforts of the Human Resource Research Division.
- m. Types/proofs documents and materials.

#### 9.6 Air-Traffic Control: Subject Matter Experts

At least 10 year experience as Air Traffic controller (center or terminal), supervisor, manager, and instructor. Experience and knowledge in Air Traffic various research projects require input from experienced air traffic controllers. The specific knowledge, skills, and abilities required are defined by the needs of a given research program. The type of research ranges from designing and optimizing job selection, training and performance criteria to participating in human factors research studies, and the development of Air Traffic Control simulations.

- a. Provides input for the development of research tools required to assist in the research efforts of the Aerospace Human Factors Research Division.
- b. Reviews existing research and data collection products.
- c. Participates in studies using various research tools, simulators and devices.
- d. Codes and analyses aviation incidents, accidents and situational data.
- e. Provides coordination with other subject matter experts in the field.
- f. Provides subject matter consultation to principle investigator.
- g. May require travel to attend meetings or assist in research.

#### 9.7 Pilot: Subject Matter Experts

At least 1500 flight hours logged as a GA or commercial pilot. Various research projects require input from experienced pilots. The specific knowledge, skills, and abilities required are defined by the needs of a given research program. The type of research ranges from designing and optimizing job selection, training and performance criteria to participating in human factors research studies, and the development of flight simulation protocols.

- a. Provides input for the development of research tools required to assist in the research efforts of the Aerospace Human Factors Research Division.
- b. Reviews existing research and data collection products.
- c. Participates in studies using various research tools, simulators and devices.
- d. Codes and analyses aviation incidents, accidents and situational data.
- e. Provides coordination with other subject matter experts in the field.
- f. Provides subject matter consultation to principle investigator.
- g. May require travel to attend meetings or assist in research.

#### 9.8 Airframe and Power plant (A&P): Subject Matter Experts

At least 10 years experience as an A&P certified mechanic. Various research projects require input from experienced maintenance personnel and mechanics. The specific knowledge, skills, and abilities required are defined by the needs of a given research program. The type of research ranges from designing and optimizing job selection, training and performance criteria to participating in human factors research studies, and the development of flight simulation protocols.

- a. Provides input for the development of research tools required to assist in the research efforts of the Aerospace Human Factors Research Division.

- b. Reviews existing research and data collection products.
- c. Participates in studies using various research tools, simulators and devices.
- d. Codes and analyses aviation incidents, accidents and situational data.
- e. Provides coordination with other subject matter experts in the field.
- f. Provides subject matter consultation to principle investigator.
- g. May require travel to attend meetings or assist in research.

#### **10.0 DELIVERABLES**

Performance of services in accordance with the specific TPWS and Delivery Order. Upon completion of the task the Contractor shall submit the final report for the task requirement.

Monthly report for each Delivery Order identifying the hours worked, associated labor, and cost of labor incurred, management/overhead charges, and any travel expenses authorized and incurred on behalf of the government.

#### **11.0 PHASE-IN and PHASE OUT**

Phase-in Plan. It is essential to the Government that services currently being performed are continued without interruption. Consequently it is imperative that transition from incumbent contractor to follow-on contractor be accomplished in a well-planned, orderly and efficient manner in bringing the new work force to full contract performance. See Section H, contract clause H.21 – Phase-In, and AMS Clause 3.8.2-11, Continuity of Services, referenced in Section 1 of the Contract.

Phase-Out Activities. At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may be awarded to another contractor. The contractor in place shall be required to assist in the phase-in activities. See Section H, contract clause H.22 and AMS Clause 3.8.2-11, Continuity of Services, referenced in Section 1 of the Contract.

94-2432 OK, OKLAHOMA CITY

WAGE DETERMINATION NO: 94-2432 REV (17) AREA: OK, OKLAHOMA CITY

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT \*\*OTHER WELFARE LEVEL WD:94-2431

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2432
Director	Wage Determinations	Revision No.: 17
		Date Of Revision: 07/09/2004

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Cana, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.6
01012 - Accounting Clerk II	11.73
01013 - Accounting Clerk III	13.72
01014 - Accounting Clerk IV	18.2
01030 - Court Reporter	16.77
01050 - Dispatcher, Motor Vehicle	14.8
01060 - Document Preparation Clerk	11.9
01070 - Messenger (Courier)	9.4
01090 - Duplicating Machine Operator	11.45
01110 - Film/Tape Librarian	11.9
01115 - General Clerk I	9.1
01116 - General Clerk II	9.8
01117 - General Clerk III	12.5
01118 - General Clerk IV	18.0
01120 - Housing Referral Assistant	18.2
01131 - Key Entry Operator I	8.9
01132 - Key Entry Operator II	10.48
01191 - Order Clerk I	10.1
01192 - Order Clerk II	14.0
01261 - Personnel Assistant (Employment) I	12.38
01262 - Personnel Assistant (Employment) II	13.51

01263	- Personnel Assistant (Employment) III	15.15
01264	- Personnel Assistant (Employment) IV	17.57
01270	- Production Control Clerk	17.32
01290	- Rental Clerk	11.57
01300	- Scheduler, Maintenance	12.6
01311	- Secretary I	12.6
01312	- Secretary II	15.7
01313	- Secretary III	18.2
01314	- Secretary IV	20.5
01315	- Secretary V	21.7
01320	- Service Order Dispatcher	13.0
01341	- Stenographer I	11.3
01342	- Stenographer II	13.3
01400	- Supply Technician	20.5
01420	- Survey Worker (Interviewer)	13.2
01460	- Switchboard Operator-Receptionist	10.0
01510	- Test Examiner	15.7
01520	- Test Proctor	15.7
01531	- Travel Clerk I	10.3
01532	- Travel Clerk II	10.8
01533	- Travel Clerk III	11.4
01611	- Word Processor I	9.4
01612	- Word Processor II	11.3
01613	- Word Processor III	12.2
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	9.7
03041	- Computer Operator I	11.3
03042	- Computer Operator II	13.9
03043	- Computer Operator III	18.7
03044	- Computer Operator IV	20.2
03045	- Computer Operator V	22.4
03071	- Computer Programmer I (1)	19.8
03072	- Computer Programmer II (1)	22.8
03073	- Computer Programmer III (1)	27.6
03074	- Computer Programmer IV (1)	27.6
03101	- Computer Systems Analyst I (1)	24.3
03102	- Computer Systems Analyst II (1)	27.2
03103	- Computer Systems Analyst III (1)	27.6
03160	- Peripheral Equipment Operator	11.3
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	15.6
05010	- Automotive Glass Installer	15.4
05040	- Automotive Worker	14.0
05070	- Electrician, Automotive	16.3
05100	- Mobile Equipment Servicer	12.5
05130	- Motor Equipment Metal Mechanic	15.6
05160	- Motor Equipment Metal Worker	14.0
05190	- Motor Vehicle Mechanic	15.6
05220	- Motor Vehicle Mechanic Helper	11.9
05250	- Motor Vehicle Upholstery Worker	13.3
05280	- Motor Vehicle Wrecker	14.0
05310	- Painter, Automotive	14.8
05340	- Radiator Repair Specialist	14.0

05370 - Tire Repairer	12.1
05400 - Transmission Repair Specialist	15.6
07000 - Food Preparation and Service Occupations (not set) - Food Service Worker	6.8
07010 - Baker	9.0
07041 - Cook I	7.9
07042 - Cook II	9.5
07070 - Dishwasher	6.9
07130 - Meat Cutter	11.3
07250 - Waiter/Waitress	7.0
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.8
09040 - Furniture Handler	10.3
09070 - Furniture Refinisher	14.8
09100 - Furniture Refinisher Helper	11.7
09110 - Furniture Repairer, Minor	13.3
09130 - Upholsterer	14.8
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.6
11060 - Elevator Operator	8.5
11090 - Gardener	10.4
11121 - House Keeping Aid I	7.2
11122 - House Keeping Aid II	8.5
11150 - Janitor	8.5
11210 - Laborer, Grounds Maintenance	8.8
11240 - Maid or Houseman	7.2
11270 - Pest Controller	11.2
11300 - Refuse Collector	8.9
11330 - Tractor Operator	9.8
11360 - Window Cleaner	9.0
12000 - Health Occupations	
12020 - Dental Assistant	12.7
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.4
12071 - Licensed Practical Nurse I	11.2
12072 - Licensed Practical Nurse II	12.6
12073 - Licensed Practical Nurse III	14.1
12100 - Medical Assistant	10.2
12130 - Medical Laboratory Technician	12.5
12160 - Medical Record Clerk	11.2
12190 - Medical Record Technician	13.5
12221 - Nursing Assistant I	7.7
12222 - Nursing Assistant II	8.6
12223 - Nursing Assistant III	9.4
12224 - Nursing Assistant IV	10.6
12250 - Pharmacy Technician	12.1
12280 - Phlebotomist	12.1
12311 - Registered Nurse I	18.3
12312 - Registered Nurse II	22.4
12313 - Registered Nurse II, Specialist	22.4
12314 - Registered Nurse III	27.1
12315 - Registered Nurse III, Anesthetist	27.1
12316 - Registered Nurse IV	32.5
13000 - Information and Arts Occupations	

13002 - Audiovisual Librarian	16.4
13011 - Exhibits Specialist I	18.5
13012 - Exhibits Specialist II	20.6
13013 - Exhibits Specialist III	24.8
13041 - Illustrator I	18.7
13042 - Illustrator II	20.6
13043 - Illustrator III	25.8
13047 - Librarian	17.5
13050 - Library Technician	11.0
13071 - Photographer I	12.0
13072 - Photographer II	14.8
13073 - Photographer III	17.9
13074 - Photographer IV	22.4
13075 - Photographer V	25.7
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.1
15030 - Counter Attendant	7.1
15040 - Dry Cleaner	9.1
15070 - Finisher, Flatwork, Machine	7.1
15090 - Presser, Hand	7.1
15100 - Presser, Machine, Drycleaning	7.1
15130 - Presser, Machine, Shirts	7.1
15160 - Presser, Machine, Wearing Apparel, Laundry	7.1
15190 - Sewing Machine Operator	9.8
15220 - Tailor	10.4
15250 - Washer, Machine	7.8
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.9
19040 - Tool and Die Maker	24.4
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.5
21020 - Material Coordinator	17.3
21030 - Material Expediter	17.3
21040 - Material Handling Laborer	10.9
21050 - Order Filler	11.7
21071 - Forklift Operator	13.8
21080 - Production Line Worker (Food Processing)	13.8
21100 - Shipping/Receiving Clerk	11.7
21130 - Shipping Packer	11.7
21140 - Store Worker I	11.8
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.3
21210 - Tools and Parts Attendant	13.8
21400 - Warehouse Specialist	13.8
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.2
23040 - Aircraft Mechanic Helper	12.5
23050 - Aircraft Quality Control Inspector	17.5
23060 - Aircraft Servicer	14.2
23070 - Aircraft Worker	15.0
23100 - Appliance Mechanic	14.9
23120 - Bicycle Repairer	12.1
23125 - Cable Splicer	19.9
23130 - Carpenter, Maintenance	14.9

23140 - Carpet Layer	14.1
23160 - Electrician, Maintenance	17.0
23181 - Electronics Technician, Maintenance I	15.7
23182 - Electronics Technician, Maintenance II	22.6
23183 - Electronics Technician, Maintenance III	25.3
23260 - Fabric Worker	14.6
23290 - Fire Alarm System Mechanic	16.9
23310 - Fire Extinguisher Repairer	13.7
23340 - Fuel Distribution System Mechanic	19.0
23370 - General Maintenance Worker	14.0
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.6
23430 - Heavy Equipment Mechanic	15.6
23440 - Heavy Equipment Operator	16.8
23460 - Instrument Mechanic	17.0
23470 - Laborer	9.3
23500 - Locksmith	15.0
23530 - Machinery Maintenance Mechanic	16.7
23550 - Machinist, Maintenance	15.6
23580 - Maintenance Trades Helper	11.9
23640 - Millwright	16.2
23700 - Office Appliance Repairer	15.6
23740 - Painter, Aircraft	14.8
23760 - Painter, Maintenance	14.8
23790 - Pipefitter, Maintenance	18.7
23800 - Plumber, Maintenance	18.0
23820 - Pneudraulic Systems Mechanic	16.9
23850 - Rigger	17.7
23870 - Scale Mechanic	15.3
23890 - Sheet-Metal Worker, Maintenance	18.5
23910 - Small Engine Mechanic	15.4
23930 - Telecommunication Mechanic I	19.0
23931 - Telecommunication Mechanic II	19.9
23950 - Telephone Lineman	19.0
23960 - Welder, Combination, Maintenance	15.6
23965 - Well Driller	17.2
23970 - Woodcraft Worker	16.9
23980 - Woodworker	12.5
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.4
24580 - Child Care Center Clerk	12.0
24600 - Chore Aid	7.9
24630 - Homemaker	15.6
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.3
25040 - Sewage Plant Operator	15.2
25070 - Stationary Engineer	21.7
25190 - Ventilation Equipment Tender	11.8
25210 - Water Treatment Plant Operator	14.8
27000 - Protective Service Occupations	
(not set) - Police Officer	19.3
27004 - Alarm Monitor	12.5
27006 - Corrections Officer	17.9
27010 - Court Security Officer	18.4

27040 - Detention Officer	17.9
27070 - Firefighter	17.5
27101 - Guard I	10.2
27102 - Guard II	15.0
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.3
28020 - Hatch Tender	16.7
28030 - Line Handler	16.7
28040 - Stevedore I	16.5
28050 - Stevedore II	18.5
29000 - Technical Occupations	
21150 - Graphic Artist	18.9
29010 - Air Traffic Control Specialist, Center (2)	30.5
29011 - Air Traffic Control Specialist, Station (2)	21.0
29012 - Air Traffic Control Specialist, Terminal (2)	23.1
29023 - Archeological Technician I	15.4
29024 - Archeological Technician II	18.5
29025 - Archeological Technician III	23.0
29030 - Cartographic Technician	21.6
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.0
29040 - Civil Engineering Technician	19.5
29061 - Drafter I	12.1
29062 - Drafter II	14.0
29063 - Drafter III	18.5
29064 - Drafter IV	21.6
29081 - Engineering Technician I	14.9
29082 - Engineering Technician II	18.7
29083 - Engineering Technician III	20.5
29084 - Engineering Technician IV	26.6
29085 - Engineering Technician V	30.7
29086 - Engineering Technician VI	35.2
29090 - Environmental Technician	18.7
29100 - Flight Simulator/Instructor (Pilot)	27.2
29160 - Instructor	19.7
29210 - Laboratory Technician	16.2
29240 - Mathematical Technician	22.7
29361 - Paralegal/Legal Assistant I	15.1
29362 - Paralegal/Legal Assistant II	19.7
29363 - Paralegal/Legal Assistant III	24.1
29364 - Paralegal/Legal Assistant IV	29.2
29390 - Photooptics Technician	21.6
29480 - Technical Writer	20.4
29491 - Unexploded Ordnance (UXO) Technician I	19.3
29492 - Unexploded Ordnance (UXO) Technician II	23.4
29493 - Unexploded Ordnance (UXO) Technician III	28.1
29494 - Unexploded (UXO) Safety Escort	19.3
29495 - Unexploded (UXO) Sweep Personnel	19.3
29620 - Weather Observer, Senior (3)	22.1
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.2
29622 - Weather Observer, Upper Air (3)	19.2
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.1
31260 - Parking and Lot Attendant	8.0

31290 - Shuttle Bus Driver	12.2
31300 - Taxi Driver	9.4
31361 - Truckdriver, Light Truck	12.2
31362 - Truckdriver, Medium Truck	13.7
31363 - Truckdriver, Heavy Truck	16.9
31364 - Truckdriver, Tractor-Trailer	16.9
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.9
99030 - Cashier	7.3
99041 - Carnival Equipment Operator	9.1
99042 - Carnival Equipment Repairer	9.8
99043 - Carnival Worker	7.1
99050 - Desk Clerk	8.4
99095 - Embalmer	19.3
99300 - Lifeguard	10.1
99310 - Mortician	21.4
99350 - Park Attendant (Aide)	12.7
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.0
99500 - Recreation Specialist	11.6
99510 - Recycling Worker	10.1
99610 - Sales Clerk	10.8
99620 - School Crossing Guard (Crosswalk Attendant)	7.4
99630 - Sport Official	10.1
99658 - Survey Party Chief (Chief of Party)	<u>21.4</u>
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	<u>17.3</u>
99660 - Surveying Aide	12.0
99690 - Swimming Pool Operator	12.5
99720 - Vending Machine Attendant	10.4
99730 - Vending Machine Repairer	12.5
99740 - Vending Machine Repairer Helper	10.1

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Lut King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. contractor may substitute for any of the named holidays another day off with p accordance with a plan communicated to the employees involved.) (See 29 CFR 4

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

- 1) Does not apply to employees employed in a bona fide executive, administrative or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of your regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled work you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working within close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used in operations involving, unloading, storage, and hauling of ordnance, explosive, incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency as ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3200 or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted classes of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (1) of the contract. When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in o proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no auth representative, the employees themselves. This report should be submitted to contracting officer no later than 30 days after such unlisted class(es) of emp performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the and Hour Division, Employment Standards Administration, U.S. Department of Lab for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, o disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to proc request.

5) The contracting officer transmits the Wage and Hour decision to the contrac

6) The contractor informs the affected employees.

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

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