

1. CONTRACT (Proc. Inst. Ident.) NO. DTFAC-08-D-00063
2. EFFECTIVE DATE See Block 1
3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

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

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

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
CHEROKEE CRC, LLC
916 WEST 23RD STREET
TULSA OK 74107

7. DELIVERY
 FOB ORIGIN OTHER (See below)

8. DISCOUNT FOR PROMPT PAYMENT

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

10. SHIP TO/MARK FOR CODE FACILITY CODE
11. PAYMENT WILL BE MADE BY CODE FAA AC ACCT'G OFC
FAA AC ACCT'G OFC
DOT/FAA AM2-110
PO BOX 25710
OKLAHOMA CITY OK 73125

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
13. ACCOUNTING AND APPROPRIATION DATA
See Schedule

14A. ITEM	14B. SUPPLIES/SERVICES	14C. QTY	14D. UNIT	14E. UNIT PRICE	14F. AMOUNT
Continued...					
14G. TOTAL AMOUNT OF CONTRACT					\$0.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 16 OR 17 AS APPLICABLE

16. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

17. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

18A. NAME AND TITLE OF SIGNER (Type or print)
Cheryl R. Cohenour, President

19A. NAME OF CONTRACTING OFFICER
Avis Franklin

18B. NAME OF CONTRACTOR
BY Cheryl R. Cohenour
(Signature of person authorized to sign)

19B. CONTRACT AUTHORITY
BY Avis Franklin
(Signature of the Contracting Officer)

18C. DATE SIGNED
5/7/2008

19C. DATE SIGNED
05/08/08

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>This Contract incorporates SIR provisions of Section C- J rev1 (including AMS clause updates as implemented) , negotiated terms (April 30, 2008) and associated attachments.</p> <p>This is an Indefinite Delivery/Indefinite Quantity Contract. Funding will be obligated by Delivery Order. DISTR: T FOB: Destination Period of Performance: 05/08/2008 to 05/21/2013</p> <p>Firm Fixed Price -- Total Price = \$ [REDACTED]</p> <p>Transition, Program Management, and Administration requirements in accordance with the PWS dated 10/12/07 paragraphs 6.0, 6.1 thru 6.6 and 8.0 ISO9000: N Electronic & IT: 03</p> <p>Invoiced monthly Payment (1/12 of the total price) = [REDACTED]</p> <p>Fixed Hourly Rates -- Total Price = [REDACTED] estimated</p>				
0002	<p>PROGRAM SUPPORT</p> <p>In accordance with the PWS dated (estimated) 10/12/07 paragraph 6 and 8.1. ISO9000: N Electronic & IT: 03</p> <p>(See Attached Price List for Fixed Hourly Rates)</p> <p>Fixed Hourly Rates --- Total price = [REDACTED] Estimated</p>				
0003	<p>Adjustments/Premiums for PROGRAM SUPPORT LABOR CATEGORIES</p> <p>In accordance with the PWS dated 10/12/07 paragraph 6.4 and 8.1. (See Adjustments/Premiums Price List) Rate adjustments as defined in Section C Entitled Definitions</p> <p>Overtime Premium--Percentage Rate [REDACTED] Sr. Flight Ops Officer- Est. - [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>Night Differential Rate Premium- [REDACTED] Sr. Flight Ops Officer- Est. [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>Sunday Differential Rate Premium- [REDACTED] Sr. Flight Ops Officer- Est. - [REDACTED] Hours/Year Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Dispatch Operation Specialist Est. - Hours/year ISO9000: N Electronic & IT: 03 (See Attached Price List for Fixed Hourly Rates) Cost Reimbursable -- Not To Exceed = \$10,000.00 FAA Estimate				
0004	Travel as described in the PWS dated 10/12/07 paragraph 6.2 to be requested and approved in advance by the CO or designated representative, IAW Section H Travel Clause entitled Reimbursement of Travel cost. ISO9000: N Electronic & IT: 03 Cost Reimbursable --- Not To Exceed = \$1,000 FAA Estimate				
0005	Contractor acquired Materials IAW the PWS dated 10/12/07 Paragraph 6.3, approved in advance and reimbursed at cost. A nominal handling fee of is applicable. ISO9000: N Electronic & IT: 03 Cost Reimbursable -- Not To Exceed = \$5,000.00 FAA Estimate				
0006	Sub-Contract Services in accordance with the PWS dated 10/12/07 Paragraph 6.3 approved in advance and reimbursed at cost. ISO9000: N Electronic & IT: 03 TOTAL BASE YEAR PRICE = \$ Estimated ***** OPTION YR 1 - 22 May 2009 through 21 May 2010 *****				
0007	Reserved ISO9000: N Electronic & IT: 02				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Firm Fixed Price -- Total Price = ██████████ *Transition, Program Management, and Administration requirements in accordance with the PWS dated 10/12/07 paragraphs 6.0, 6.1 thru 6.6 and 8.0 ISO9000: N Electronic & IT: 03 Amount: ██████████ (Option Line Item) 03/21/2009 Invoiced monthly Payment (1/12 of the total price) = ██████████ Fixed Hourly Rates -- Total Price = ██████████	estimated			
0009	*PROGRAM SUPPORT In accordance with the PWS dated (estimated) 10/12/07 paragraph 6 and 8.1. ISO9000: N Electronic & IT: 03 Amount: ██████████ (Option Line Item) 03/21/2009 (See Attached Price List for Fixed Hourly Rates)	estimated			
0010	*Reserved ISO9000: N Electronic & IT: 02 Amount: ██████████ (Option Line Item) 03/21/2009	Estimated			
0011	*Adjustments/Premiums for PROGRAM SUPPORT LABOR CATEGORIES In accordance with the PWS dated 10/12/07 paragraph 6.4 and 8.1. (See Adjustments/Premiums Price List) Rate adjustments as defined in Section C Entitled Definitions Overtime Premium--Percentage Rate ██████████ Sr. Flight Ops Officer- Est. - ██████████ Hours/Year Dispatch Operation Specialist Est. - ██████████ Hours/year Night Differential Rate Premium- ██████████ Sr. Flight Ops Officer- Est. ██████████ Hours/Year Dispatch Operation Specialist Est. - ██████████ Hours/year Continued ...	Estimated			

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Sunday Differential Rate Premium- Sr. Flight Ops Officer- Est. - Hours/Year Dispatch Operation Specialist Est. - Hours/year ISO9000: N Electronic & IT: 03 Amount: (Option Line Item) 03/21/2009 (See Attached Price List for Fixed Hourly Rates) Cost Reimbursable - Not To Exceed = \$10,000.00 FAA estimate				
0012	*Travel as described in the PWS dated 10/12/07 paragraph 6.2 to be requested and approved in advance by the CO or designated representative, IAW Section H Travel Clause entitled Reimbursement of Travel cost. ISO9000: N Electronic & IT: 03 Amount: \$10,000.00 (Option Line Item) 03/21/2009 Cost Reimbursable --- Not To Exceed = \$1,000 FAA Estimate				
0013	*Contractor acquired Materials IAW the PWS dated 10/12/07 Paragraph 6.3, approved in advance and reimbursed at cost. A nominal handling fee of is applicable. ISO9000: N Electronic & IT: 03 Amount: \$1,000.00 (Option Line Item) 03/21/2009 Cost Reimbursable -- Not To Exceed = \$5,000 FAA Estimate				
0014	*Sub-Contract Services in accordance with the PWS dated 10/12/07 Paragraph 6.3 approved in advance and reimbursed at cost. ISO9000: N Electronic & IT: 03 Amount: \$5,000.00 (Option Line Item) 03/21/2010 TOTAL PRICE OPTION YR 1 = \$ Estimated ***** OPTION YR 2 - 22 May 2010 through 21 May 2011 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0015	<p>*****</p> <p>Firm Fixed Price -- Total Price = ██████████</p> <p>**Transition, Program Management, and Administration requirements in accordance with the PWS dated 10/12/07 paragraphs 6.0, 6.1 thru 6.6 and 8.0 ISO9000: N Electronic & IT: 03 Amount: ██████████ (Option Line Item) 03/21/2010</p> <p>Invoiced monthly Payment(1/12 of the total price) = ██████████</p>				
0016	<p>Fixed Hourly Rates -- Total Price = ██████████ estimated</p> <p>**PROGRAM SUPPORT In accordance with the PWS dated (estimated) 10/12/07 paragraph 6 and 8.1. ISO9000: N Electronic & IT: 03 Amount: ██████████ (Option Line Item) 03/21/2010</p> <p>(See Attached Price List for Fixed Hourly Rates)</p>				
0017	<p>Fixed Hourly Rates --- Total price = ██████████ Estimated</p> <p>**Adjustments/Premiums for PROGRAM SUPPORT LABOR CATEGORIES</p> <p>In accordance with the PWS dated 10/12/07 paragraph 6.4 and 8.1. (See Adjustments/Premiums Price List) Rate adjustments as defined in Section C Entitled Definitions</p> <p>Overtime Premium--Percentage Rate ██████████ Sr. Flight Ops Officer- Est. - ██████████ Hours/Year Dispatch Operation Specialist Est. - ██████████ Hours/year</p> <p>Night Differential Rate Premium- ██████████ Sr. Flight Ops Officer- Est. ██████████ Hours/Year Dispatch Operation Specialist Est. - ██████████ Hours/year</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Sunday Differential Rate Premium- Sr. Flight Ops Officer- Est. - Hours/Year Dispatch Operation Specialist Est. - Hours/year ISO9000: N Electronic & IT: 03 Amount: (Option Line Item) 03/21/2010 (See Attached Price List for Fixed Hourly Rates) Cost Reimbursable -- Not To Exceed = \$10,000 FAA Estimate				
0018	**Travel as described in the PWS dated 10/12/07 paragraph 6.2 to be requested and approved in advance by the CO or designated representative, IAW Section H Travel Clause entitled Reimbursement of Travel cost. ISO9000: N Electronic & IT: 03 Amount: \$10,000.00 (Option Line Item) 03/21/2010 Cost Reimbursable --- Not To Exceed = \$1,000 FAA Estimate				
0019	**Contractor acquired Materials IAW the PWS dated 10/12/07 Paragraph 6.3, approved in advance and reimbursed at cost. A nominal handling fee of is applicable. ISO9000: N Electronic & IT: 03 Amount: \$1,000.00 (Option Line Item) 03/21/2010 Cost Reimbursable -- Not To Exceed = \$5,000 FAA Estimate				
0020	**Sub-Contract Services in accordance with the PWS dated 10/12/07 Paragraph 6.3 approved in advance and reimbursed at cost. ISO9000: N Electronic & IT: 03 Amount: \$5,000.00 (Option Line Item) 03/21/2010 TOTAL OPTION YR 2 PRICE = \$ Estimated ***** Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	OPTION YR 3 - 22 May 2011 through 21 May 2012				

0021	**Reserved ISO9000: N Electronic & IT: 02 Amount: \$0.00 (Option Line Item) 03/21/2011				
0022	***Reserved ISO9000: N Electronic & IT: 02 Amount: \$0.00 (Option Line Item) 03/21/2011				
	Firm Fixed Price -- Total Price = [REDACTED]				
0023	***Transition, Program Management, and Administration requirements in accordance with the PWS dated 10/12/07 paragraphs 6.0, 6.1 thru 6.6 and 8.0 ISO9000: N Electronic & IT: 03 Amount: [REDACTED] (Option Line Item) 03/21/2011				
	Invoiced monthly Payment (1/12 of the total price) = [REDACTED]				
	Fixed Hourly Rates -- Total Price = [REDACTED] estimated				
0024	***PROGRAM SUPPORT In accordance with the PWS dated (estimated) 10/12/07 paragraph 6 and 8.1. ISO9000: N Electronic & IT: 03 Amount: [REDACTED] (Option Line Item) 03/21/2011				
	(See Attached Price List for Fixed Hourly Rates)				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0025	<p>Fixed Hourly Rates --- Total price = [REDACTED]</p> <p>***Adjustments/Premiums for PROGRAM SUPPORT LABOR CATEGORIES</p> <p>In accordance with the PWS dated 10/12/07 paragraph 6.4 and 8.1. (See Adjustments/Premiums Price List) Rate adjustments as defined in Section C Entitled Definitions</p> <p>Overtime Premium--Percentage Rate [REDACTED] Sr. Flight Ops Officer- Est. - [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>Night Differential Rate Premium-[REDACTED] Sr. Flight Ops Officer- Est. [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>Sunday Differential Rate Premium-[REDACTED] Sr. Flight Ops Officer- Est. - [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>ISO9000: N Electronic & IT: 03 Amount: [REDACTED] (Option Line Item) 03/21/2011</p> <p>(See Attached Price List for Fixed Hourly Rates)</p> <p>Cost Reimbursable -- Not To Exceed = \$10,000 FAA Estimate</p>	Estimated			
0026	<p>***Travel as described in the PWS dated 10/12/07 paragraph 6.2 to be requested and approved in advance by the CO or designated representative, IAW Section H Travel Clause entitled Reimbursement of Travel cost.</p> <p>ISO9000: N Electronic & IT: 03 Amount: \$10,000.00 (Option Line Item) 03/21/2011</p> <p>Cost Reimbursable --- Not To Exceed = \$1,000 FAA Estimate</p>				
0027	<p>***Contractor acquired Materials IAW the PWS dated 10/12/07 Paragraph 6.3, approved in advance and reimbursed at cost. Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0028	<p>A nominal handling fee of [REDACTED] is applicable. ISO9000: N Electronic & IT: 03 Amount: \$1,000.00 (Option Line Item) 03/21/2011</p> <p>Cost Reimbursable -- Not To Exceed = \$5,000 FAA Estimate</p> <p>***Sub-Contract Services in accordance with the PWS dated 10/12/07 Paragraph 6.3 approved in advance and reimbursed at cost.</p> <p>ISO9000: N Electronic & IT: 03 Amount: \$5,000.00 (Option Line Item) 03/21/2012</p>				
0029	<p>TOTAL OPTION YR 3 PRICE = \$ [REDACTED] Estimated</p> <p>*****</p> <p>OPTION YR 4 22 May 2012 through 21 May 2013</p> <p>*****</p> <p>Firm Fixed Price -- Total Price = \$ [REDACTED]</p> <p>!!Transition, Program Management, and Administration requirements in accordance with the PWS dated 10/12/07 paragraphs 6.0, 6.1 thru 6.6 and 8.0 ISO9000: N Electronic & IT: 03 Amount: [REDACTED] (Option Line Item) 03/21/2012</p> <p>Invoiced monthly Payment (1/12 of the total price) = [REDACTED]</p>				
0030	<p>Fixed Hourly Rates -- Total Price = \$ [REDACTED] estimated</p> <p>!!PROGRAM SUPPORT In accordance with the PWS dated (estimated) 10/12/07 paragraph 6 and 8.1. ISO9000: N Electronic & IT: 03 Amount: [REDACTED] (Option Line Item) 03/21/2012</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0031	<p>(See Attached Price List for Fixed Hourly Rates)</p> <p>Fixed Hourly Rates --- Total Price = [REDACTED] estimated</p> <p>!!Adjustments/Premiums for PROGRAM SUPPORT LABOR CATEGORIES</p> <p>In accordance with the PWS dated 10/12/07 paragraph 6.4 and 8.1. (See Adjustments/Premiums Price List) Rate adjustments as defined in Section C Entitled Definitions</p> <p>Overtime Premium--Percentage Rate [REDACTED] Sr. Flight Ops Officer- Est. - [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>Night Differential Rate Premium-[REDACTED] Sr. Flight Ops Officer- Est. [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>Sunday Differential Rate Premium-[REDACTED] Sr. Flight Ops Officer- Est. - [REDACTED] Hours/Year Dispatch Operation Specialist Est. - [REDACTED] Hours/year</p> <p>ISO9000: N Electronic & IT: 03 Amount: [REDACTED] (Option Line Item) 03/21/2012</p> <p>(See Attached Price List for Fixed Hourly Rates)</p> <p>Cost Reimbursable -- Not To Exceed = \$10,000 FAA Estimate</p>				
0032	<p>!!Travel as described in the PWS dated 10/12/07 paragraph 6.2 to be requested and approved in advance by the CO or designated representative, IAW Section H Travel Clause entitled Reimbursement of Travel cost.</p> <p>ISO9000: N Electronic & IT: 03 Amount: \$10,000.00 (Option Line Item) 03/21/2012</p> <p>Cost Reimbursable --- Not To Exceed = \$1000.00 FAA Estimate</p>				
0033	<p>!!Contractor acquired Materials IAW the PWS dated 10/12/07 Paragraph 6.3, approved in advance and reimbursed at cost. A nominal handling fee of [REDACTED] is applicable.</p> <p>ISO9000: N Electronic & IT: 03 Amount: \$1,000.00 (Option Line Item) Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CHEROKEE CRC, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0034	<p>03/21/2012</p> <p>Cost Reimbursable -- Not To Exceed = \$5,000 FAA Estimate</p> <p>11Sub-Contract Services in accordance with the PWS dated 10/12/07 Paragraph 6.3 approved in advance and reimbursed at cost.</p> <p>ISO9000: N Electronic & IT: 03 Amount: \$5,000.00 (Option Line Item) 03/21/2012</p> <p>Option Yr 4 Total Price = [REDACTED]</p> <p>***** *****</p> <p>If all option periods are exercised:</p> <p>The total amount of award: \$9,793,441.42. The obligation for this award is shown in box 14G.</p>				

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SCHEDULE B - PRICE LIST OF FIXED LABOR RATES

FOR

PROGRAM SUPPORT
(SHIFT, DIFFERENTIALS, OVERTIME RATES)

Page 14: CLIN 0002 AND CLIN 0003

Page 15: CLIN 0009 AND CLIN 0011

Page 16: CLIN 0016 AND CLIN 0017

Page 17: CLIN 0024 AND CLIN 0025

Page 18: CLIN 0030 AND CLIN 0031

RATE TABLE

Base Yr

Labor Category

Materials Handler/Parts Expediter-OKC
 Materials Handler/Parts Expediter-SAC
 Junior Program Analysts-OKC
 Journeyman Program Analyst-OKC
 Senior Program Analyst-OKC
 Dispatch Operations Spec-OKC
 Journeyman Flight Ins. Ops Officer-OKC
 Senior Flight Ins. Ops Officer-OKC
 Engineer-OKC
 Senior Engineer-OKC
 Junior Functional Specialist-OKC
 Journeyman Functional Specialist-OKC
 Senior Functional Specialist-OKC
Total

Annual

Hours

[REDACTED]

CLIN 002

HOURLY COMPOSITE Annual

Rate

\$ [REDACTED]
 \$ [REDACTED]

Est Amount**

\$ [REDACTED]
 \$ [REDACTED] 52

CLIN 003

HOURLY COMPOSITE RATES Plus Premiums

Overtime

\$ [REDACTED]
 \$ [REDACTED]

Night

\$ [REDACTED]
 \$ [REDACTED]

Sunday

\$ [REDACTED]
 \$ [REDACTED]

EXEMPTION 4

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

C.1 SCOPE OF WORK

The scope of these services require technical analysis, business services, administrative and program support by contract personnel to assist in meeting the objectives of Aviation System Standards Flight Inspection and Aircraft Maintenance & Engineering offices. The services support technical requirements that assist in ensuring the adequacy and accuracy of air navigation facilities, development and standardization of flight procedures, providing maintenance and engineering for the flight inspection aircraft fleet, the National Aeronautical Charting Organization, and related support functions. The assigned staff shall meet the qualification requirements defined herein to include knowledge of the current "state of the art" technology. When requirements occur the services will be ordered by "task and funded by delivery orders" in accordance with the contract provisions. The scope of work includes services of the type described below:

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

The contractor shall provide management, supervision, administration and support services for tasks when requested and ordered. Requirements may have short-lead time or support emergency situations.

The Contractor may also be required to interface with system integration contractors, equipment manufacturers airport personnel, other government contractors, and various FAA and US Government organizations, when performing tasks ordered by the FAA.

FAA personnel shall in no way be involved directly in the processes of hiring, selecting, work assignment, work elated awards, disciplinary actions, approval of work schedules/absences, labor management issues, career planning or compensation for any individual working or with potential to work under this PWS. Any suspected or actual incident of FAA personnel being involved in theses processes shall be reported to the Contracting Officer. FAA personnel are not authorized to participate in interviews or screening of resumes for the purpose of selecting personnel to work under this PWS.

C.2 Performance Work Statement

The Performance Work Statement of Work (SOW) and related attachments for this requirement are hereby incorporated and attached herein.

C.3 DEFINITIONS

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

(b) Associate Contractor Arrangements: Mutual cooperative participation and cohesive partnership among project members to accomplish the Government's requirement. The bilateral and participation is required and is totally voluntary for the purpose of utilizing the strengths of each organization in an effort to achieve a quality project, done right the first time, within budget, and on schedule by sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the project. The purpose of the arrangement between project members is to identify common goals, reduce conflict, and increase knowledge to ensure the greatest degree of cooperation for the development of the program and to meet the terms of the contract.

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

(d) Contracting Officer (CO). The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for authority delegated to the Contracting Officer's Technical Representative (COTR), the CO is the only individual with the authority to direct the work of the contractor.

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

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

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

(h) Contract Teaming Arrangement: For purposes of obtaining a federal contract, (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract.

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

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

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

(l) Government-Industry Data Exchange Program (GIDEP) is a cooperative activity between Government and industry participants seeking to reduce or eliminate expenditure of time and money by making maximum use of existing knowledge. This program provides a means to exchange technical data essential in quality assurance, research, development, design, production, and the operational phase of the life cycle of systems and equipment. Primary objectives are to improve safety, reliability, quality, and logistics support. FAA participates in the GIDEP and encourages participation by major contractors of system, equipment, and material in the National Airspace System.

(m) Joint Venture: Two or more firms join together and combine their resources to form a new company, the joint venture, for the purpose of performing a contract. The contract is awarded to the new company, which is the prime contractor. Once the contract is completed, the joint venture is dissolved

and the new company no longer exists.

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

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

(p) Overtime Premium-- are all hours of work in excess of 8 hours in a day or 40 hours in a week which are requested by the contractor and are officially approved in advance by the Contracting Officer.

(q) Night Differential Rate Premium-- An employee is entitled to night pay when employees tour of duty core hours for any non-overtime work performed are set between 6 p.m. and 6 a.m. as designated core hours. If an employee's tour of duty core hours includes 8 or more hours available for work during daytime hours (i.e., between 6 a.m. and 6 p.m.), he or she is not entitled to night pay even though he or she voluntarily elects to work during hours for which night pay is normally required (i.e. between 6 p.m. and 6 a.m.).

(r) Prime contractor/ Subcontractor relationship. A teaming that serves by interim agreement and sets forth the terms and obligations of the parties during the proposal and award stages of the acquisition. The contract is awarded to the Prime who will take the lead role interfacing with the Government. Privity of contract exists between the Government and the prime contractor. The prime contractor is held fully responsible for contract performance. The subcontractors are responsible to the prime.

(s) Subcontractor -- businesses that perform work for a Federal contractor that is related to and necessary for the performance of a Federal contract.

(t) Sunday Differential Rate Premium--Any full-time employee who performs regularly scheduled non-overtime work tour of duty core hours, a part of which is performed on Sunday is entitled to Sunday differential rate premium pay for the entire daily tour of duty, not to exceed 8 hours. A full-time employees is entitled to Sunday Differential rate premium pay for the entire daily tour of duty, up to 8 hours, based upon electing to work any flexible hours on a Sunday only if requested by the contractor and approved in advance by the Contracting Officer.

C.4 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE **CLA 4548 (SEP 2001)**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

**E.1 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the 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://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View 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 TRANSITION DELIVERIES

(a) It is essential to the Government that on-going services required under this PWS are performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall coordinate contract and TO phase-in activities with the current contractor. This contract includes a phase-in period beginning on the award date of contract through 20 May 2008.

(b) Should the FAA end contract support services, Phase Out Tasks as described by the PWS may be requested. Phase out will require assistance in the orderly phase-in of the new provider, and/or coordination with other contractors. The CO or designated representative may include a request for a transition plan recommendations that result in effective transition of ongoing (current TO's).

F.2 PLACE OF PERFORMANCE

It is anticipated that most tasks ordered under this contract will be performed at the Mike Monroney Aeronautical Center, Oklahoma City, OK, or Sacramento, CA in Government-furnished facilities, designated office space, and office furnished office equipment/supplies. There may be tasks that require performance at other FAA locations. Each task will identify the place of performance, and when other locations are required, rate adjustments will be proposed in advance and negotiated for mutual agreement prior to issuance of the task order.

F.3 AUTHORIZED PERFORMANCE (JAN 1997)

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 delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. **All task requests will be coordinated in writing and shall reference the formal delivery order number that obligates the funds. A task order shall be issued identifying mutual agreement and authorization to perform.**

**F.4 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.

F.5 CONTRACT PERIOD (JAN 1997)**CLA.1604**

The effective date of this contract is shown in block 2 page 1 and is available for Phase In requirements followed by the base period of this contract May 21, 2008 through 20 May 2009 (one year).

**F.6 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the 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://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)****3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)****PART I - SECTION G - CONTRACT ADMINISTRATION DATA****G.1 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.2 INVOICING PROCEDURES - GENERAL (JAN 2002)**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) Two copies to: FAA, Mike Monroney Aeronautical Center
Aviation System Standards, Program Support Team AVN-314
P.O. Box 25082
Oklahoma City, OK 73125
- (3) One copy to: FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

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

G.3 ACCOUNTING AND APPROPRIATION DATA

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

G.4 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002) CLA.4550

(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.

G.5 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the 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://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (July 1996)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TRANSITION

(a) Phase In: 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 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 transfer of processes and responsibility upon the expiration of the current contract, and start date for the new services.

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

- To ensure a smooth transition in the change of work effort from the current contractor this phase-in period is to provide the new vendor to:
- Observe work accomplishment by the incumbent contractor;
- Become thoroughly familiar with work requirements, work procedures, and status of all tasks;
- Complete training requirements and accomplish necessary training of contractor employees; and
- Obtain identification badges for contractor employees.

(2) The new contractor shall assume full contract performance, and assume responsibility for all tasks on the effective date of the Delivery Order (issued for obligation of funds).

(b) Phase Out -- At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may revert to an in house Government operation or may be awarded to another contractor. The contractor shall be required to assist in transition activities as identified by the CO or designated representative

(c) In the event that the follow-on contract is awarded to vendors other than the parties defined herein, all contractor employees shall cooperate to the extent required to permit an orderly change over to the successor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, and the PWS. This includes allowing recruitment of employees by affixing recruitment notices in your facility.

H.2 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be notified within 14 days after award of the contract by the Contracting Officer.

H.3 TASK ORDER PROCESSING

(a) Task will be issued in order of priority. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in accordance with the task schedule agreed upon and defined in the Task Order.

(b) Tasks request will be issued as follows:

(1) The Contracting Officer issues a Task Performance Work Statement requesting a task proposal within 5 work days.

(2) The contractor submits a task proposal to the Contracting Officer including:

(i) The planned technical approach for completion/delivery.

(ii) A milestone schedule; and

(iii) the completion or delivery date;

(iv) travel costs (when applicable)

(v) the anticipated labor categories from the Contract Schedule B, a breakdown of the proposed labor hours, the associated rate, and total cost.

(vi) material costs (when applicable).

(3) Each task proposal is subject to negotiation and mutual agreement must be documented by the CO or designated COTR as the Task Ordered prior to performance.

(4) The Task Ordered will confirm the Delivery Order funding and the agreed upon task performance including the following:

(i) An appropriate delivery order number, a reference to this contract number and the task number;

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

(iii) Period of performance/Delivery schedule

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

(c) The contractor will be given a minimum of 10 days to commence work under any task order that may be issued. The composite hourly rates paid for all services performed to accomplish the task/delivery order will be those in effect at the time the work is performed. The rates in effect shall be those specified in Section "B" for the contract period current at the time the work is performed.

(d) Task Orders may be issued under this contract by the Contracting Officer at any time within the term of this Contract and Delivery Order, or any extension under the option clause.

(e) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order authorizing performance. Such Task Order will specify a ceiling price. The contractor will proceed with performance of the work required by the Task Order, and submit a task proposal within 5 days from the date of receipt of the task request. The FAA within 5 days following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish the Task Order and resulting not-to exceed cost estimate or price.

(e) The rights and obligations of the contractors and the Government shall be defined by the Formal Task Order documentation.

H.4 ENVIRONMENTAL, SAFETY AND HEALTH (MAY 2007)**CLA.0090**

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

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) (OSHA) and applicable rules and regulations as may have been delegated to the States.

(3) Applicable Federal and state environmental requirements. This includes, but is not limited to Code of Federal Regulations, U.S. Environmental Protection Agency, Oklahoma Department of Environmental Quality, and the Oklahoma Corporation Commission.

(4) Supplemental FAA environmental, safety and health requirements contained in FAA and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute (ANSI), American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1050 classification series.

(5) MMAC Environmental Policy. The Policy states that all MMAC organizations are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- Ensure compliance with all applicable environmental requirements
- Minimize pollution and waste
- Conserve natural resources
- Continually improve environmental performance

(6) MMAC Safety and Health Policy. The Policy states that all MMAC organizations are responsible for leadership in protecting the safety and health of our employees. This is achieved through a cooperative effort between management and labor and includes the following primary elements:

- Management Leadership and Employee Involvement
- Work Site Analysis
- Hazard Prevention and Control
- Safety and Health Training

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce using the attached form. The report shall be submitted to the Contracting Officer **not later than November 30** of each government fiscal year (October 1 through September 30) and contain the following information:

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

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

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

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

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

H.5 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

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

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

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

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

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

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

EXAMPLE

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

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

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

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

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

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

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

Final Billing Adjustment

Skill I

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

Adjustment 5% (98%-93%)

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

Skill II

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

Adjustment 0% (98%-99%)

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

H.6 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR CLA.1051 (JAN 1997)

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

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

H.7 RESERVED**H.8 RESERVED****H.9 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) 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 charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed 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 Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. 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 FTR 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.10 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated

expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.11 RESERVED

H.12 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.13 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.14 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II – SECTION I – CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997)

CLA.0120

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

I.2 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.3 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, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

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

I.4 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (October 2005)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:
 - (i) participated in preparation of proposals for award; or
 - (ii) are planned to be used during performance; or

- (iii) are used during performance; and
- (2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
 - (i) the award; or
 - (ii) their retention by the contractor; and
- (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
- (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- (c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- (d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- (e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.
- (f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:
 - (1) Termination of the contract.
 - (2) Exclusion from subsequent FAA contracts.
 - (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

I.5 3.2.2.3-39 REQUIREMENTS FOR COSTS OR PRICING DATA OR OTHER INFORMATION – MODIFICATIONS (JULY 2004)

- (a) When there are price adjustments in the contract, the Contractor (you, your company) must submit the following:
 - (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
 - (2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:
 - (i) Information on an exception you received on earlier or repetitive acquisitions;
 - (ii) Catalog price information including:
 - (A) A dated catalog with the prices;
 - (B) The applicable catalog pages; or
 - (C) A statement that the catalog is on file in the contracts office that will issue this contract modification;
 - (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;
 - (iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

- (A) The source, date or period of the market quotation;
- (B) Any other basis for the market price, the base amount, and applicable discounts;
- (C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or
- (D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

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

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

L9 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996)

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

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

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

L10 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

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

L11 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to

establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.12 AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL**CONTRACTOR REGISTRATION**

(October 2005)

a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either.

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract-financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

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

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid

by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.13 AMS 3.6.1-7 LIMITATIONS ON SUBCONTRACTING (AUGUST 1997)

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

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

	Contractor	Subcontractor
Direct Labor	\$ _____	\$ _____
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 AMS 3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (APRIL 2000)

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

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

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

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

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

(2) The [Offeror insert name here] will notify the FAA Contracting Officer/AMQ 300 in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.15 AMS 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>Monetary Wage-Fringe Benefits</u>	<u>Exempt/not Exempt</u>
Materials Handler/Parts Expediter-OKC	GS-9 \$23.75	Non-exempt
Materials Handler/Parts Expediter-SAC	GS-9 \$25.09	Non-exempt
Junior Program Analysts-OKC	GS-8 \$21.50	exempt
Journeyman Program Analyst-OKC	GS-10 \$26.15	exempt
Senior Program Analyst-OKC	GS-13 \$40.95	exempt
Dispatch Operations Spec-OKC	GS-10 \$26.15	exempt
Journeyman Flight Ins. Ops Officer-OKC	GS-12 \$34.44	exempt
Sr. Flight Ins. Ops Officer-OKC	GS-13 \$40.95	exempt

Engineer-OKC	GS-12	\$34.44	exempt
Senior Engineer-OKC	GS-13	\$40.95	exempt
Junior Functional Specialist-OKC	GS-10	\$26.15	exempt
Journeyman Functional Specialist-OKC	GS-14	\$48.39	exempt
Senior Functional Specialist-OKC	GS-15	\$56.93	exempt

I-16**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:

- Project Manager
- Assistant Project Manager

I. 17**3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL****OCTOBER 2006**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the

condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

I.18 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 calendar 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.

I.19 AMS 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I20 AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS
(April 2008)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted 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 of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Materials Handler/Parts Expediter-OKC	5
Materials Handler/Parts Expediter-SAC	5
Junior Program Analysts-OKC	5
Journeyman Program Analyst-OKC	5
Senior Program Analyst-OKC	5
Dispatch Operations Spec-OKC	5
Journeyman Flight Ins. Ops Officer-OKC	5
Senior Flight Ins. Ops Officer-OKC	5
Engineer-OKC	5
Senior Engineer-OKC	5
Junior Functional Specialist-OKC	5
Journeyman Functional Specialist-OKC	5
Senior Functional Specialist-OKC	5

(c) If a National Agency Check with Inquiries (NACI) is required under paragraph (b) for a given position, the contractor will submit to the SSE the following documentation within 14 days business days after contract award (or modification if this provision is being added to an existing contract) for each employee requiring access (provided no previous background investigations can be supported as described below):

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, a fingerprint card (FD-258) and an OF-306, Declaration for Federal Employment, may only be required, and will be identified under paragraph (b).

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification

documents. At least one document will be a valid State or Federal Government-issued picture Identification.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will 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, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a NACI. Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, 6500 S MacArthur Blvd, OKC, OK

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR) minus any Privacy Act information.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will 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.

(g) As applicable, the contractor must submit [CO to enter quarterly or bi-annual] reports to the CO with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contract and subcontract employees who have access to FAA facilities, sensitive information, or information systems and are currently supporting the contract, and a separate listing of all terminated contract or subcontract employees.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(i) The CO 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 must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

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

(l) 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

direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including 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 5, FAA Order 1600.72A do not apply.

(n) The CO will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the CO and COTR for each contract within five (5) business days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

**L21 AMS 3.14-4 GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY
VERIFICATION (PIV) CARDS AND VEHICLE DECALS (April 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV 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 \$300.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(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 Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards 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 will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA Mike Monroney Aeronautical Center, or other FAA locations as tasked, must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to FAA Mike Monroney Aeronautical Center, AMC-750, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: 6500 S. MacArthur Blvd, Oklahoma City, OK. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must 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. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must

utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

I.22 AMS 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (July 2007)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.

- (1) FedTeDS can be found at www.fedteds.gov.
- (2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.

(4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR (www.ccr.gov) prior to seeking access to SUI through FedTeDS.

(5) Instructions and guides on usage of FedTeDS can be found at www.fedteds.gov.

**L23 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the 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://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST	AUGUST 1997
3.1.8-1	CANCELLATION, ECISION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.1.8-2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.2.2.3-8	AUDIT AND RECORDS	JULY 2004
3.2.2.3-33	ORDER OF PRECEDENCE	JULY 2004
3.2.2.3-37	NOTIFICATION OF OWNERSHIP CHANGES	JULY 2004
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	APRIL 1996
3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS	APRIL 2008
3.2.3.4	OPTION TO EXTEND SERVICES	APRIL 1996
3.2.4-5	ALLOWABLE COST & PAYMENT	APRIL 2001
3.2.4-16 alt 1	ORDERING	OCTOBER 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	JUNE 1999

	PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	APRIL 1996
3.2.5-14	DISPLAY OF HOTLINE POSTER(S)	APRIL 2008
3.3.1-1	PAYMENTS	APRIL 1996
3.3.1-5	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	APRIL 2001
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT	APRIL 1996
3.3.1-8	EXTRAS	
3.3.1-9	INTEREST	JAN 2008
3.3.1-15	ASSIGNMENT OF CLAIMS	APRIL 1996
3.3.1-17	PROMPT PAYMENT	JANUARY 2008
3.4.1-12	INSURANCE	JULY 1996
3.4.1-13	ERRORS AND OMISSIONS	JULY 1996
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES SEALED BID AND CERTAIN NEGOTIATED CONTRACTS	APRIL 1996
3.5-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APRIL 1996
3.5-3	PATENT INDEMNITY	APRIL 1996
ALT 2		APRIL 1996
3.5-13	RIGHTS IN DATA GENERAL	OCTOBER 1996
3.6.1.3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED, AND SERVICE DISAVLED VETERAN OWNED SMALL BUSINESS CONCERNS	SEPT 2001
3.6.2-1	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION	SEPTEMBER 2003
3.6.2-9	EQUAL OPPORTUNITY	AUGUST 1998
3.6.2-11	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	NOVEMBER 1997
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	JANUARY 1998

3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JANUARY 1998
3.6.2-35	PREVENTION OF SEXUAL HARRASSMENT	AUGUST 1998
3.6.3-2	CLEAN AIR AND WATER. (APPLICABLE TO CONTRACTS THAT EXCEED \$100,000)	APRIL 1996
3.6.3-13	DRUG FREE WORKPLACE	JANUARY 2004
3.6.3-17	EFFICIENCY IN ENERGY USING PRODUCTS	APRIL 2008
3.10.1-3	PENALTIES FOR UNALLOWABLE COSTS	OCTOBER 1996
3.10.1-7	BANKRUPTCY	APRIL 1996
3.10.1-12	CHANGES--FIXED-PRICE	APRIL 1996
ALT II		APRIL 1996
3.10.1-13	CHANGES - COST REIMBURSEMENT	APRIL 1996
3.10.1-14	CHANGES - TIME AND MATERIALS OR LABOR HOURS	APRIL 1996
3.10.1-25	NOVATION AND CHANGE OF NAME AGREEMENTS	JANUARY 2003
3.10.2-3	SUBCONTRACTS (TIME AND MATERIALS AND LABOR HOUR CONTRACTS)	OCTOBER 1996
3.10.2-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS	APRIL 1996
3.10.3-1	DEFINITIONS (GOVERNMENT PROPERTY)	APRIL 2004
3.10.3-2	GOVERNMENT PROPERTY - BASIC CLAUSE	APRIL 2004
ALT I	GOVERNMENT PROPERTY	APRIL 2004
ALT II	GOVERNMENT PROPERTY	APRIL 2004
3.10.3-4	LIABILITY FOR FACILITIES	APRIL 2004
3.10.6.1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	OCTOBER 1996
3.10.6.2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NON-PROFIT INSTITUTIONS)	OCTOBER 1996
3.10.6.3	TERMINATION (COST REIMBURSEMENT)	OCTOBER 1996

ALT IV			OCTOBER 1996
3.10.6-4		DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	OCTOBER 1996
3.10.6-7		EXCUSABLE DELAYS	OCTOBER 1996
3.13-5		SEATBELT USE BY CONTRACTOR EMPLOYEES	JANUARY 1999
3.13-10		CONTRACTOR ATTENDANCE AT FA SPONSORED TRAINING	JANUARY 2003
3.14-3		FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES	APRIL 2008

FEDERAL AVIATION ADMINISTRATION
AVIATION SYSTEMS STANDARDS

SUPPORT SERVICES

PERFORMANCE WORK
STATEMENT

October 12, 2007
Revision 3

PERFORMANCE WORK STATEMENT
AVIATION SYSTEM STANDARDS
SUPPORT SERVICES

1.0	Background
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1.0 Background

This effort requires a contractor to provide Support Services to assist Aviation System Standards in meeting mission requirements that are critical to the mission of aviation safety. The support services are required to assist in ensuring the adequacy and accuracy of air navigation facilities, inspection and validation of flight procedures, providing maintenance and engineering for the flight inspection aircraft fleet, and related support functions.

Flight inspection ensures the integrity of instrument approaches and airway procedures that constitute our National Airspace System infrastructure and the FAA's international and Department of Defense commitments. We accomplish this through the airborne inspection of all space and ground-based instrument flight procedures and the validation of electronic signals in space that are transmitted from approximately 13,500 various navigation systems. Airborne inspection of navigational aids is a two-part operation, requiring the skills of highly trained flight crews. The Flight Inspection Operations Group has five teams and six field offices. The teams are located in Oklahoma City at the Mike Monroney Aeronautical Center (MMAC) and are made up of the following:

- Program Support Team
- Flight Operations Team
- Flight Inspection Policy Team
- Flight Safety and Standardization Team
- Flight Inspection Central Operations Team

The six field offices are located in:

- Anchorage, AK
- Atlanta, GA
- Atlantic City, NJ
- Battle Creek, MI
- Oklahoma City, OK
- Sacramento, CA

The Program Support Team advises and assists the Manager, Flight Inspection Operations Office, and other management personnel on management systems, processes, and procedures designed to assure the effectiveness and efficiency of program operations and use of resources. The Program Support Team also Provides financial analysis support. The Flight Operations Team establishes and administers flight crewmember training.

AVN Flight Inspection Policy Team establishes National policy, procedures, and standards for conducting flight inspection. The Flight Safety and Standardization Team manages the Flight Inspection Operations Flight Safety Program. The Flight Inspection Central Operations (FICO) Team provides centralized scheduling, coordination, flight planning, and flight following for flight inspection activities for the CONUS.

Aviation System Standards (AVN) operates and maintains a fleet of 31 uniquely equipped aircraft in accordance with Federal Aviation Regulation (FAR) Part 135. Flight Inspection operations are conducted both domestically and internationally. They provide in-flight evaluation of both civil and military navigational aids in support of the National Airspace System (NAS). Aircraft Maintenance and Engineering provides maintenance support for the flight inspection aircraft fleet. The AVN aircraft fleet is maintained to the high standards of a Continuous Airworthiness Maintenance Program (CAMP), which is also required and used by the civil air carrier industry.

In addition to the aircraft maintenance support requirements of the Flight Inspection Program, Aircraft Maintenance and Engineering provides aircraft and flight equipment maintenance and modification services to other US and foreign government aircraft flight programs/operators as an FAA approved FAR Part 145 Certificated Repair Station (CRS). AVN also has the additional capability to perform aircraft major alteration/modification as an FAA authorized Designated Alteration Station (DAS), and aircraft major repair by

authorization of Special Federal Aviation Regulation (SFAR) 36. All services provided by Aircraft Maintenance and Engineering are accomplished in accordance with the policies, procedures, and guidelines required of similar civil and commercial sector activities.

2.0 Acronyms

AMS Acquisition Management System
COTR Contracting Officer's Technical Representative
FAA Federal Aviation Administration
GFE Government Furnished Equipment
RSA Remote Site Adjustment
SOW Statement of Work
TM Task Manager
TPWS Task Performance Work Statement

3.0 Scope

The scope of these services will require technical analysis, business services and program support by contract personnel to assist in meeting the objectives of Aviation System Standards Flight Inspection and Aircraft Maintenance & Engineering offices. The services will be requested by task and funded by Delivery Order. Tasked requirements may be required for a level of effort during a specific period, or define completion dates for delivery of an identifiable end product. The following functions are provided to indicate the general type of support services, which may be required under this contract:

- (a) Development, revision, coordination, inspection, validation, and issuance of guidance, policies or procedures consistent with national policies and FAA/AVN goals and objectives.
- (b) Development, implementation, program support and operation of systems, procedures, processes or functions designed to facilitate effective and efficient management and performance of programs.
- (c) Implementation and maintenance of office automation systems and related activities.
- (d) Conducting studies, evaluations, reviews, and analyses.
- (e) Assist in the development of standards and criteria governing the operational use of air navigation facilities.
- (f) Program support maintenance, modification, and associated operation or engineering of AVN aircraft, avionics, and related equipment or programs not covered under other contracts.
- (g) Technical support for AVN programs, functions, and operations

The contractor shall provide qualified employees to meet fluctuating tasked requests to fulfill short lead-time or emergency requirements. The assigned staff shall meet the qualification requirements defined herein to include knowledge of the current "state of the art" technology. The Contractor may also be required to interface with system integration contractors, equipment manufacturers airport personnel, other government contractors, and various FAA and US Government organizations, when performing tasks ordered by the FAA.

NOTE: FAA personnel shall in no way be involved directly in the processes of hiring, selecting, work assignment, work related awards, disciplinary actions, approval of work schedules/absences, labor management issues, career planning or compensation for any individual working or with potential to work under this PWS. Any suspected or actual incident of FAA personnel being involved in these processes shall be reported to the Contracting Officer. FAA personnel are not authorized to participate in interviews or screening of resumes for the purpose of selecting personnel to work under this PWS.

3.1 Place of Performance

Most tasks requested will be performed at the Mike Monroney Aeronautical Center (MMAC), 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, although one task will require performance at Sacramento, CA. The specific place of performance will be identified on each TPWS

3.2 Period of Performance

Services are required for a period of one year, and additional support may be acquired annually if exercised by contract options. The contractor shall not be required to work on holidays nor on days observed in lieu of the holiday (except in emergency situations). In addition, performance shall not be required for any other /daytime designated by Federal Statue, Executive Order, or Presidential Proclamation. The following is a list of U.S. Federal Holidays:

(a) January 1	New Year's Day
(b) Third Monday in January	Martin Luther King Day
(c) Third Monday in February	President's Day
(d) Last Monday in May	Memorial Day
(e) July 4	Independence Day
(f) First Monday in September	Labor Day
(g) Second Monday in October	Columbus Day
(h) November 11	Veteran's Day
(i) Fourth Thursday in November	Thanksgiving Day
(j) December 25	Christmas Day

Adverse weather conditions or national emergencies may require the Center or local FAA site to close.

3.3 Time of Performance

Normal work hours for performance shall be during the core hours of 0600 to 1800 local Standard Time, Monday through Friday, excluding legal Federal holidays at the local facility site. FAA requires a 30-minute minimum meal break for six hours or more work. Some TPWS(s) requirements may require part-time support (less than 8 hours per day), or performance outside the normally prescribed work hours (alternate shift) or overtime as required and approved by the CO in advance to meet the FAA's mission.

4.0 Government Furnished Property and Services

The Government will provide, without cost to the contractor, the facilities, equipment, and materials defined below. The Government furnished property provided under this contract shall only be used by the contractor and its employees in performance of the contract and TPWS(s). General use of office equipment (telephone, computer, copy machine, etc.) will be available to contractor personnel, as needed, to perform work defined in individual TPWS(s). The Government will not furnish hand tools, safety shoes, safety glasses, ergonomic keyboards, or ergonomic chairs.

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

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

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

(d) Adequate facilities will also be provided for Project Management functions. Should the government be unable to continue to provide adequate facilities for the project management, office space will be requested and negotiated by the CO for incorporation into the Contract.

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

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

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

5.0 Contractor Furnished Property

Facilities/Equipment/Supplies. FAA reserves the right to request performance of services at the Contractor's facility. This may occur if space is unavailable for onsite contract performance at the MMAC, or other government locations where work is required. A request will be issued and negotiations will be conducted for any request for a change of location.

6.0 General Performance Requirements

The contractor shall identify the project manager and alternate project manager who will have full authority to act for the contractor in all day-to-day matters relating to the contract, PWS and TPWS performance. The project manager shall serve as the initial point of contact for administrative and technical matters pertaining to the contract and individual TPWS(s). The Contract Project manager shall respond to all task requests. The response to task request shall identify qualified personnel, both in number and qualification to perform work described herein, and milestones to meet the deliveries and performance requested.

The Project Manager shall efficiently and effectively manage the performance under this contract to ensure all the necessary technical, business and program planning; organizing; managing; coordinating, and tracking (e.g. cost, schedule, deliverables), performance management, risk management, component procurement. The Project Manager shall keep FAA AVN informed of any potential problems and make recommendations for solutions. The Project Manager shall serve as the initial point of contact for administrative and technical matters pertaining to the contract and individual TPWS(s). Any proposed changes to these individuals must be identified in advance to the CO for verification of qualifications.

(a) The project manager or alternate shall be available during the core hours of 0730 to 1600, Local Standard Time.

(b) The project manager shall ensure that assignments of personnel and that all employees are functioning within their designated labor categories and at acceptable levels of performance. The delivery of tasks ordered, and required reporting shall be completed in a timely manner and delivered on schedule.

(c) The project manager shall ensure performance and deliverables comply with all applicable Federal State and local laws, regulations, and code.

6.1 Management, Transition, Administration, Status Meetings and Reports

- a) The Contractor shall perform all related contract management, administrative, transition services necessary for successful performance of the PWS and tasks ordered. The services under this contract are vital to the Government must be continued without interruption. Performance of this contract includes exercising effort and cooperation to effect orderly and efficient transition by Phase In or Phase Out tasks, Supervision, Quality Control, and Administration.

b) In the Phase In: The Contract services must as a minimum conduct the following:

1. Identify personnel assignment and procedures necessary to perform assigned tasks.
2. Identify performance goals for each event in the transition.
3. Identify and conduct training and orientation activities not provided by the Government.
4. Identify facility resources and equipment.
5. Identify and plan for other training and actions necessary to ensure quality control.
6. Identify and initiate other FAA guidance

c) Phase Out: At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may revert to an in-house Government operation or may be awarded to another contractor. The contractor shall be required to assist in transition activities as identified by COTR.

d) The contract Project Manager and CO or COTR shall meet via regularly scheduled quarterly meetings to discuss the milestone status and performance completion. Problems and deficiencies should be identified and resolution proposed. Written minutes of each meeting shall be maintained by the Contractor and submitted within five calendar days. Any error identified by the COTR shall be identified to the Contractor in writing within seven calendar days from receipt of the meeting minutes. Corrections shall be accomplished by the Project Manager and coordinated with the COTR within three days. (Ref. CDRL A0004 Status Meeting reporting instructions). The Project manager, or alternate, shall accommodate unanticipated needs for conferences with the COTR to discuss current or proposed tasks, or attend FAA/AVN meetings at MMAC, with as little as two hours notification. The contractor shall possess the capability to provide qualified employees to meet fluctuations in workload requirements and to fulfill short lead-time or emergency requirements.

e) All reports are defined as contract deliverables are defined by CDRLS (see attachments to the contract). The Contractor shall deliver each report no later than the fifth working day of the month following the reporting period. The Contractor shall coordinate with the CO or COTR on all reports, letters, memoranda, project documentation, minutes of meetings, monthly reports, telephone conversation reports, trip reports and other written material. The contractor shall assure an electronic communications with FAA personnel will be required. Any document that is requested as part of the task performance work statement shall be coordinated through the COTR or designee prior to distribution. Further, all documents that will be distributed outside the FAA shall be reviewed for sensitive and/or classified information in accordance with the Form DD 254 issued under this contract prior to any distribution of draft or final versions of this document.

6.2 Travel

The Contractor may be required to travel to sites identified in the task order. All travel shall be authorized in advance by the FAA Contracting Officer and billed in accordance with Federal Travel Regulation and provisions of the contract. (ref. CDRL 0003 Travel Authorization Form for documentation instructions). The Contractor is responsible for the management and administration of travel arrangements for all contract personnel.

6.3 Subcontract/Material Requirements

Any government requirements for services or material purchases will be identified in the TPWS and billed in accordance with contract provisions.

6.4 Support Tasks Requiring Time Outside of Shift

Task requirements may require performance outside of the normal business hours. The shift requirements are defined below:

- (a) Premium Time Directed by the Government. Premium time may be required as directed by the CO/COTR. Premium time must be authorized in advance by the CO/COTR only when necessary to meet work requirements exceeding a 40 hour work week. Response times for emergency callbacks will be specified in TPWS(s) if required. Premium time will be paid at the premium rate specified in Section "B" of the contract.
- (b) Premium Time Requested by the Contractor. In the event the contractor deems premium time is necessary to satisfy TPWS requirements, the contractor shall submit a request to the COTR/CO. The request shall define and justify the requirement for premium time. The COTR, prior to performance, shall authorize requests for premium time. Premium time worked will be paid at the rate specified in Section "B" of the contract.
- (c) Night Pay Differential. Contract employees may be paid a night differential for any regularly scheduled work performed between **6:00 PM and 6:00 AM**. Regularly scheduled work for the purpose of night differential pay is work that is scheduled in advance of an administrative workweek. Night Pay differential will be paid at the rate specified in Section "B" of the contract.
- (d) Sunday Pay. Contract employees may be paid a Sunday differential for any non-overtime work performed during their regularly scheduled shift when any part of the scheduled shift falls within the period commencing at midnight Saturday and ending at midnight Sunday. Sunday pay will be paid at the rate specified in Section "B" of the contract.

6.5 Policy, Regulatory, or Technical Document Review

The contractor may have a need to conduct review of FAA documentation to perform tasks. Any task requiring review of FAA documentation or reports will be conducted to provide written comments on the technical accuracy and completeness of each document. The results of the review shall be provided in writing as a deliverable.

All documents requested shall be prepared on the behalf of the FAA. The FAA shall retain all rights to such data, documents, and shall not be independently published or distributed without prior written permission from the FAA. No documents, reports, information, etc. may be released to the public or provided to any party other than the FAA and it's contractors with Security Sensitive information and classification review in accordance with the Form DD-254 and written approval of the FAA.

6.6 Quality Control

The Contractor shall identify and maintain a quality control system to ensure the Government receives quality services as specified in the contract. The Project Manager shall ensure that his/her employees observe and comply with all FAA/AVN policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, identification, security, traffic, parking, gratuities, conduct and limited access-areas. Some tasks that are performed by certified staff may require that employees submit to testing for prohibited drugs.

Mutual agreement shall be accomplished prior to receiving FAA authorization to proceed. The CO or designee shall authorize all tasks ordered, and coordinate with the Contractor Project Manager. The Project Manager shall ensure that all task order performance and delivery schedules are met, provide sufficient on-site oversight and supervision to ensure all employees are functioning within their designated labor categories and at acceptable levels of performance, and are performing their designated assignments in a timely manner and that all reporting requirements are met. The Government reserves the right to direct the contractor to remove any contract employee who is not compliant with FAA Security Policy.

7.0 Labor Types and Qualification Requirements

The following labor categories may be required in the performance of tasks described herein. The contract personnel assigned to the tasks shall meet or exceed the qualifications described below:

- a) **Materials Handler/Parts Expediter:** At least two (2) years experience performing logistical support activities such as preparing material requisitions, receiving material, accomplishing inventories and issuing material. Must have a valid vehicle operator's license. Must be familiar with computer operations and on-line requisitioning procedures. An ability to use aircraft manufacturer's part manuals is required. A basic understanding of the overall operation of the FAA Logistics Center is desired.
- b) **Junior Program Analyst.** Serves as an analyst in the evaluation of systems, programs, operations, functions, or organizations and/or their effectiveness, productivity, efficiency, or strategies. Requires knowledge of specific management principles and processes, and analytical/evaluative methods and techniques. Assists in planning, research, preparation and presentation of studies, analyses, evaluations, reviews, reports briefings, audits, etc. Requires a minimum of three (3) years experience performing analyses, studies and support as defined in the TPWS.
- c) **Journeyman Program Analyst.** Serves as an analyst, or journeyman technician in the evaluation of systems, programs, operations, functions, or organizations and/or their effectiveness, productivity, efficiency, or strategies. Requires knowledge of management principles and processes, and analytical/evaluative methods and techniques for assessing program development or execution. May require planning, research, preparation and presentation of studies, analyses, evaluations, reviews, reports briefings, audits, etc. Requires a minimum of five (5) years experience performing analyses, studies and operations/management support as defined in the TPWS.
- d) **Senior Program Analyst:** Serves as an analyst, adviser, or technical expert in the evaluation of systems, programs, operations, functions, or organizations and/or their effectiveness, productivity, efficiency, or strategies. Requires in-depth knowledge of specific management principles and processes, and analytical/evaluative methods and techniques for assessing program development or execution. May require planning, research, preparation and presentation of studies, analyses, evaluations, reviews, reports briefings, audits, etc. Requires a minimum of eight (8) years experience performing analyses, studies and operations/management support as defined in the TPWS. Duties may include supervision of other contract employees as directed by contractor.
- e) **Dispatch Operations Specialist:** Requires a basic knowledge of the aviation industry, aircraft dispatching, and the laws, regulations, and policies affecting the scheduling, dispatching, and tracking of aircraft. Shall possess a valid FAA Flight Dispatching Certificate in order to exercise the duties of an aircraft dispatcher. Responsibilities include scheduling, dispatching, coordinating, tracking of aircraft; and performing associated operational communications. May require assignment to a rotating shift covering 24 hours per day, 7 days per week.
- f) **Journeyman Flight Inspection Operations Officer:** Requires a working knowledge of the aviation industry, aircraft dispatching, and the laws, regulations, and policies affecting the scheduling, dispatching, and tracking of aircraft. Shall possess a valid FAA Flight Dispatching Certificate in order to exercise the duties of an aircraft dispatcher. Responsibilities include scheduling, dispatching, coordinating, tracking of aircraft; and performing associated operational communications. May require assignment to a rotating shift covering 24 hours per day, 7 days per week.
- g) **Senior Flight Inspection Operations Officer:** Requires a broad knowledge of the aviation industry, aircraft dispatching, and the laws, regulations, and policies affecting the scheduling, dispatching, and tracking of aircraft. Shall possess a valid FAA Flight Dispatching Certificate in order to exercise the duties of an aircraft dispatcher. Responsibilities include scheduling, dispatching, coordinating, tracking of aircraft; and performing associated operational communications. May require assignment to a rotating shift covering 24 hours per day, 7 days per week. Duties may include supervision of other contract employees as directed by contractor.

- h) **Engineer:** Provides professional level support in any of a broad range of engineering areas such as aerospace, electrical/electronic, mechanical, systems or logistics engineering. Provides expertise in planning, studies, research, development, design, testing, evaluation, production, fabrication, operation, and maintenance of aircraft, integrally associated equipment, and related parts. Specialty areas include, but are not limited to, avionics, structures, airframes, power plants, logistics, quality control, reliability, maintainability, testing, managing and monitoring engineering operations, etc. Requires a minimum of five (5) years experience performing professional engineering services directly related to tasks defined in the TPWS.
- i) **Senior Engineer.** Provides professional level support in any of a broad range of engineering areas such as aerospace, electrical/electronic, mechanical, systems or logistics engineering. Provides expertise in planning, studies, research, development, design, testing, evaluation, production, fabrication, operation, and maintenance of aircraft, integrally associated equipment, and related parts. Specialty areas include, but are not limited to, avionics, structures, airframes, power plants, logistics, quality control, reliability, maintainability, testing, managing and monitoring engineering operations, etc. May serve as a task leader or project manager for support tasks/projects, or work independently on small-specialized projects. Requires a minimum of eight (8) years experience performing professional engineering services directly related to tasks defined in the TPWS.
- j) **Junior Functional Specialist:** Provides an identifiable level of technical expertise in the performance of complex, high level professional services in specific designated functional, operational, or organizational areas defined in the TPWS. Conducts studies, analyses, research; provides professional and consulting services; prepares reports and makes recommendations. Assists in the preparation and delivery of reports, briefings, and other presentations. Assists in conducting analyses, preparing feasibility studies; provides technical advice and performs conference reviews, audits, and evaluations. Conducts technical and functional research and presents findings. May work as a member of a task or project team. Requires a minimum of three (3) years experience performing work directly related to task(s) defined in the TPWS.
- k) **Journeyman Functional Specialist:** A technical expert in their professional field with unique capabilities or a combined level of expertise in the performance of complex, high level professional services in specific designated functional, operational, or organizational areas as defined in the TPWS. Conducts studies, analyses, research; provides professional and consulting services; prepares reports, strategies and recommendations; prepares and delivers reports, briefings, and other presentations. Conducts analyses, prepares feasibility studies; provides technical advice; performs conference reviews, audits, and evaluations. May be required to serve as a task leader on highly complex time-sensitive, and important tasks. May work independently on an assigned project/task. Requires a minimum of five (5) years experience performing work directly related to task(s) defined in the TPWS.
- l) **Senior Functional Specialist:** Considered the highest level technical expert in their professional field of expertise, with special and unique capabilities for performing and/or integrating very complex, high level professional services in several functional, operational or organizational areas as defined in the TPWS. Designs or conducts studies, analyses, research; provides professional and consulting services; and prepares presentations and recommendations. Prepares and delivers reports, briefings, and other presentations. Conducts analyses, prepares feasibility studies and strategies; provides technical advice; performs conformance reviews, audits, and evaluations. May be required to serve as a project or task leader on highly complex, time-sensitive, and important tasks. May work independently on assigned project/task. Requires a minimum of ten (10) years experience performing work directly related to task(s) defined in the TPWS.

- m) **Project Manager and Alternate Project Manager:** Provides professional level of expertise/support in administering the contract in having a broad range of skills that encompass at least the minimum understanding/knowledge of all labor categories listed above. Shall have experience/skills and an in-depth knowledge of FAA standards and references used throughout this PWS in support of AVN-200/300 FAA's flight program support and FAA's aircraft maintenance systems and procedures currently in place. Provide supervision of contractors for day-to-day work monitoring, track billable hours, leave, etc. and follow all contract requirements. Both require a minimum of 4-year college degree or at least 8-year's experience on-the-job managing similar services/contracts of scope and size or type requirements.

8.0 Task Assignments

The requirements identified by task may be ordered in accordance with the established pricing arrangement and provisions defined in the contract. For any task requiring a contract employee to be located outside Oklahoma, a remote site adjustment will be made based on contract terms and conditions. The TPWS may describe tasks of the following types.

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

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

The Contractor Project Manager shall respond to TPWS with proposed assignment of employees who possess skills, education, and/or experience commensurate with requirements defined in the Labor Categories and Definitions and subsequent TPWS(s). Labor categories are defined in general terms, and individual TPWS(s) may define performance requirements in more specific detail (see section 5 of each TPWS). The contractor will be required to provide qualified contract employees within 10 working days after TPWS(s) are issued by the CO or vacancies occur on on-going TPWS(s). This work statement requires that the personnel assignments for engineering, technical, analytical, and program support meet the level of expertise defined in this document, experience, and demonstrated performance to deliver the highest level of quality support services.

8.1 Task Order Deliverables

The contractor shall furnish deliverables as specified and agreed upon in Delivery Order. The contractor may be required to provide the COTR with interim or in-work draft copies of document deliverables. The contractor shall provide interim or in-work copies in a format/style defined by the Delivery Order. The Government shall have ten working days, unless otherwise stipulated in the TPWS, to review and comment on draft deliverables. The contractor shall have five working days in which to finalize draft that have been government-approved for delivery. Any documents requested as deliverables shall be submitted to the CO, in final form according to the established delivery schedule in the Delivery Order. Payment for services is subject to AVN review and acceptance of the performance ordered, delivery of reports, and proper invoicing by the Contractor.

Final deliverables shall be provided as follows unless otherwise defined in the Delivery Order

- (a) Original document suitable as a camera-ready copy.
- (b) Document hard copies as requested.
- (c) Electronic media copy prepared on designated software.

9.0 Quality Assurance

The FAA will monitor the contractor's performance under this contract. When unsatisfactory performance is identified the CO, COTR, or TM will request a meeting with the Project Manager to discuss corrective action(s).

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

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

When performance is unacceptable, the Government will document the discrepancy and may recommend corrective action. The contractor shall determine why performance was unacceptable, how performance shall be returned to acceptable levels, and how recurrence shall be prevented. When deliveries are determined to be unacceptable, the Government shall return the submittal for corrective action. FAA remedies for unsatisfactory performance will be governed by contract provisions (reference AMS 3.10.4.20).

10.0 FAA Training

At the Government's option, training that is unique to the FAA may be provided to specific contractor personnel assigned to the task order. Training that is identified by the FAA will be provided at no cost to the contractor.

ATTACHMENT 2
CONTRACT DATA REQUIREMENTS LIST (CDRLS)

A001 - A004

CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of

A. Contract line Item No. CLIN 0001		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>				
D. System/Item		E. Contract/PR No.	F. Contractor				
1. Data Item No. 0001		2. Title of Data Item Monthly Invoice		3. Subtitle Report			
4. Authority		5. Contact Reference SOW 6.1		6. Requiring Office AJW-314C			
7. DD 250 Req'd N/A	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD)		
12. Date of First Submission See Blk 14		13. Date of Subsequent Submission See Blk 14		15. Distribution			
14. REMARKS: 1. Block 12. One month after contract effective date or within one month in order to sink up with contractors billing cycle. 2. Block 13. On a monthly basis. 3. Block 12 & 13: Invoice Report shall be submitted electronically and shall include a Task Summary, DO Funding, Invoice Cover Page, Invoice Billing Hours, and Invoice Hourly Back-up as provided in the attached example format to be used .				a. Addressee	b. Draft Copies	c. Final Copies Reg.	d. Copies Repr
				AJW-314C		1	
				AMZ-110		1	
				AMQ-340		1	
				16. Total			3
G. Prepared By: Kadi Barrett		H. Date 10/12/07	I. Approved By		J. Date		
17. Price Group			18. Estimated Total Price				

INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. **Contract Line Item No.** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
- B. **Exhibit.** Exhibit identifier for this CDRL item.
- C. **Category.** TDP, TM, or Other.
- D. **System/Item.** System, item, project designator or name, or title of services being acquired that the data will support.
- E. **Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator.
- F. **Contractor.** Contractor's name.
- G. **Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. **Date.** Date the form was prepared.
- I. **Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. **Date.** The date the CDRL was approved.

1. **Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
2. **Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
3. **Subtitle.** Further identification of the data item to supplement the title, if required.
4. **Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
5. **Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
6. **Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
7. **DD 250 Required.**
8. **APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
9. **Distribution Statement Required.**
10. **Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes

CODE	FREQUENCY	CODE	FREQUENCY
ANLY	Annually	ASGEN	As generated
ASREQ	As required	BI-MO	Every two months
BI-WK	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
MTHLY	Monthly	ONE/R	One time with revisions
OTIME	One time (does not include draft submissions)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMA	Every six months
WEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in item #14.		

11. **As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0" or blank would place the "as of" date at the end of each month, quarter, etc.
12. **Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes

Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTCC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EOQ	End of quarter
See item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

13. **Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
14. **Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approval criteria and authority, inspection and acceptance clarification, distributions statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
15. **Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
16. **Total.** Total number of draft and final (regular/reproducible) copies required.
17. **Price Group.** Not used.
18. **Estimated Total Price.** Not used.

Summary Page

Government Fiscal Year
Contract Option Year
Contract Number
Contract Date
Govt Delivery Order Number
Requisition Date
Internal Task Number
Total Obligated Amount

Invoices Summary								
Invoice Number	Start Date	End Date	Date Prepared	Invoice Hours	Invoice Amount	Cumulative Hours	Cumulative Amount	Remaining Amount
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
Total				0.0	\$	0.0	\$	\$

Standard Form 1034 Revised January 1980 Department of the Treasury TFRM 4-2000 1034-108		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO
U.S. DEPARTMENT OF BUREAU OF ESTABLISHMENT AND OCCUPATIONS TAA ACCTG DIVISION AMZ-110 BOX 25710 OKLAHOMA CITY, OK 73125-0113		DATE VOUCHER PREPARED CONTRACT NUMBER AND DATE REQUISITION NUMBER AND DATE		SCHEMATIC NO PARTIAL DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER		
PAYEE'S NAME AND ADDRESS		SHIP TO FROM		GOVERNMENT ID NUMBER		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>(Enter description, item number if contract of Federal supply schedule - and after introduction determine excess)</small>	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	
	FROM: TO:	SEE ATTACHED 1035				
TOTAL						\$0.00
PAYABLE TO: (1) FEDERAL (2) COMMUNAL (3) COMPUTER (4) PARADISE (5) FINANCIAL (6) FOREIGN (7) ADVANCE		APPROVED FOR BY # TITLE	EXCHANGE RATE \$/	DETERMINED Amount verified, correct for (Signature of official)		
Payment to authority stated in me. I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer)			(Title)	
ACCOUNTING CLASSIFICATION						
CHECK NUMBER CASH	ON ACCOUNT OF U.S. INSURANCE DATE			CHECK NUMBER PAYEE #	CEN (Name of Fund)	
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authorize to approve are established in one person, use signature only in one column. 3 When a voucher is prepared in the name of a company or corporation, the name of the person making the payment is corporate name, as well as the signature of a high level official. For example: "John Doe Company, 301 John Smith, Secretary" or "Treasury" as the case may be.				DIS CHIT		
Previous edition obsolete. 1 (U.S. GOVERNMENT PRINTING OFFICE: 1980-49) 246/26630 NSA-7540-104-451-0106						
PRIVACY ACT STATEMENT The information reported on this form is required under the provisions of 41 U.S.C. 832 and 833, for the purpose of conducting Federal business. The information reported is to identify the particular vendor and the amounts to be paid. It is to be used for the purpose of the payment of the invoice.						

INVOICE

Invoice No. _____

Page No. _____

DESCRIPTION _____

Billing Date: _____
 Billing Period - FROM: _____
 TO: _____

TO:
 FAA Accounting Division, AMZ-110
 PO Box 25710
 Oklahoma City, OK 73125-4131

FROM:

Contract No. \$0.00 Task Order No. 0
 Task Order Amount: (Entire Amount on DDO) Internal Task No. Task #

	Obligated Amount	Current Rate	Current Hours	Current Billable	Cumulative Hours	Cumulative Billable	Remaining Amount
Labor Hour Category List OT, ND, SD separately							
TOTAL Direct Labor Hours			0.0	\$0.00	0.0	\$0.00	
Other Charges:							
Travel							
Time and Materials							
Subcontract/Other ODC							
TOTAL Other Charges				\$0.00		\$0.00	
BILLING TOTAL	\$0.00		0.0	\$0.00	0.0	\$0.00	\$0.00

Pay Period 1 (PP1):
Pay Period 2 (PP2):

FY
to
to

Invoice #

Task #

Labor Category	Employee Name	Company	Regular Hours		OT Hours		Night/Diff Hours		Sunday/Diff Hours	
			PP1	PP2	PP1	PP2	PP1	PP2	PP1	PP2
Individual Position Title	Name									
Individual Position Title (Total of positions)			0	0	0	0	0	0	0	0
Total Direct Labor Hours for Task			0	0	0	0	0	0	0	0

Other Charges	
Travel	\$ -
Time and Materials	\$ -
Subcontract/Other ODC	\$ -
1% Handling Fee on Subcontract Charge	\$ -
Total Other Charges	\$ -

CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line item No. CLIN 0001		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
D. System/Item		E. Contract/PR No.	F. Contractor	

1. Data Item No. 0002		2. Title of Data Item Security Report		3. Subtitle	
4. Authority		5. Contact Reference SOW 6.1		6. Requiring Office AJW-314C	
7. DD 250 Req'd N/A	8. APP Code	9. Distribution Statement Required		10. Frequency Quarterly	11. As of Date (AOD)

12. Date of First Submission July 5, 2007	13. Date of Subsequent Submission See Blk 14	15. Distribution			
--	---	------------------	--	--	--

14. REMARKS: 1. Block 13. On the fifth day of each subsequent quarter or January, April, July, October the fifth of every option year. 2. Block 12 & 13: Security Report shall include contract number, name of contractor in alphabetical order according to last name, Task to which assigned, location of duty station, date of hire, termination date (if applicable), and date of birth.	a. Addressee	b. Draft Copies	c. Final Copies	
			Reg.	Repro
	AJW-314C		1	
	AMC-750		1	
	AMQ-340		1	
16. Total			3	

G. Prepared By: Kadi Barrett	H. Date 10/12/07	I. Approved By	J. Date
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17. Price Group	18. Estimated Total Price
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INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. Contract Line Item No.** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
- B. Exhibit.** Exhibit identifier for this CDRL item.
- C. Category.** TDP, TM, or Other.
- D. System/Item.** System, item, project designator or name, or title of services being acquired that the data will support.
- E. Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator.
- F. Contractor.** Contractor's name.
- G. Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. Date.** Date the form was prepared.
- I. Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. Date.** The date the CDRL was approved.

- 1. Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
- 2. Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
- 3. Subtitle.** Further identification of the data item to supplement the title, if required.
- 4. Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
- 5. Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
- 6. Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
- 7. DD 250 Required.**
- 8. APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
- 9. Distribution Statement Required.**
- 10. Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes			
CODE	FREQUENCY	CODE	FREQUENCY
ANPLY	Annually	ASGEN	As generated
ASREQ	As required	BI-MO	Every two months
BI-WK	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
MTHLY	Monthly	ONE/R	One time with revisions
OTIME	One time (does not include draft submittals)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMIA	Every six months
WEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in item #14.		

- 11. As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0 or blank" would place the "as of" date at the end of each month, quarter, etc.
- 12. Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes			
Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EOQ	End of quarter
See item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

- 13. Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
- 14. Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approval criteria and authority, inspection and acceptance clarification, distribution statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
- 15. Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
- 16. Total.** Total number of draft and final (regular/reproducible) copies required.
- 17. Price Group.** Not used.
- 18. Estimated Total Price.** Not used.

CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No. CLIN 0001		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
D. System/Item		E. Contract/PR No.	F. Contractor			
1. Data Item No. 0003		2. Title of Data Item Travel Authoriz		3. Subtitle Form		
4. Authority		5. Contact Reference SOW 6.2		6. Requiring Office AJW-314C		
7. DD 250 Req'd N/A	8. APP Code	9. Distribution Statement Required		10. Frequency Quarterly		
12. Date of First Submission See Blk 14		13. Date of Subsequent Submission See Blk 14		11. As of Date (AOD)		
14. REMARKS: 1. Block 12. At least 1 month prior to the travel date or as soon as the contract employee is informed of the need to travel. 2. Block 13. Each time travel is required under a TPWS, at least 1 month prior to the travel date or as soon as the contract employee is informed of the need to travel. 3. Block 12 & 13: Travel Authorization Form shall include contract/task number, name of contractor traveling, reason for traveling, means of travel information, lodging, and cost associated with each. Government authorization has to be received to ensure sufficient funding is available before traveling. The attached travel form shall be used.			16. Distribution			
			a. Addressee	b. Draft Copies	c. Final Copies Reg.	
			AJW-314C		1	
			AMQ-340		1	
			16. Total	2		
G. Prepared By: Kadi Barrett		H. Date 10/12/07	I. Approved By			
				J. Date		
17. Price Group			18. Estimated Total Price			

INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. Contract Line Item No..** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
- B. Exhibit.** Exhibit identifier for this CDRL item.
- C. Category.** TDP, TM, or Other.
- D. System/Item.** System, item, project designator or name, or title of services being acquired that the data will support.
- E. Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator.
- F. Contractor.** Contractor's name.
- G. Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. Date.** Date the form was prepared.
- I. Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. Date.** The date the CDRL was approved.

- 1. Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
- 2. Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
- 3. Subtitle.** Further identification of the data item to supplement the title, if required.
- 4. Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
- 5. Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
- 6. Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
- 7. DD 250 Required.**
- 8. APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
- 9. Distribution Statement Required.**
- 10. Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes

CODE	FREQUENCY	CODE	FREQUENCY
ANPLY	Annually	ASGEN	As generated
ASREQ	As required	BI-MO	Every two months
BI-WE	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
MTHLY	Monthly	ONE/R	One time with revisions
OTIME	One time (does not include draft submissions)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMI	Every six months
WEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in item #14.		

- 11. As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0 or blank" would place the "as of" date at the end of each month, quarter, etc.
- 12. Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes

Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EOQ	End of quarter
See item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

- 13. Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
- 14. Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approval criteria and authority, inspection and acceptance clarification, distributions statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
- 15. Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
- 16. Total.** Total number of draft and final (regular/reproducible) copies required.
- 17. Price Group.** Not used.
- 18. Estimated Total Price.** Not used.

Travel Authorization Form

Name: _____

Contract / Task Number: _____ Dates of travel: _____

Reason for travel: _____

Air / Train	Air	Confirmation # _____		
	Carrier: _____	Phone: _____		
Departed	Mo/ Day /Yr. Time	Arrived	Mo/ Day /Yr. Time	Flight #
				Cost: _____

Auto Rental	Confirmation # _____		
<small>Amount / day x amount of days</small>			
Size: Compact (unless otherwise authorized)			
Company: _____	Phone: _____		
Privately Owned Vehicle: yes no	Government: yes no		
Estimated mileage: _____	Cost: _____		

Miscellaneous	Taxi: _____
Metro: _____	Tolls: _____
Other: _____	Misc. Cost: _____

Hotel / Lodging	Confirmation # _____		
<small>Per diem / day x number of days</small>			
Hotel Name: _____	Phone: _____		
Address: _____	Hotel Cost: _____		
M & IE: _____	M & IE Cost: _____		
<small>Travel days (75% of M & IE) Mission days (100% M & IE) x number of days</small>			

Government Authorization: _____ **Estimated Total Cost** \$0.00

Signed by CO, COR, or COTH

Task Manager: _____

Approval signature

CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of

A. Contract line Item No. CLIN 0001		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>							
D. System/Item		E. Contract/PR No.	F. Contractor							
1. Data Item No. 0004		2. Title of Data Item Status Meetings		3. Subtitle						
4. Authority		5. Contact Reference SOW 6.1		6. Requiring Office AJW-314C						
7. DD 250 Req'd N/A	8. APP Code	9. Distribution Statement Required		10. Frequency Quarterly	11. As of Date (AOD)					
12. Date of First Submission See Blk 14		13. Date of Subsequent Submission See Blk 14		15. Distribution						
14. REMARKS: 1. Block 12. Five days after first quarterly meeting. 2. Block 13. Five days after subsequent quarterly meetings.				a. Addressee	b. Draft Copies	c. Final Copies Reg.	d. Final Copies Repro			
				AJW-314C					1	
				AMQ-340					1	
				16. Total		2				
G. Prepared By: Kadi Barrett		H. Date 10/12/07		I. Approved By		J. Date				
17. Price Group				18. Estimated Total Price						

INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. Contract Line Item No..** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
- B. Exhibit.** Exhibit identifier for this CDRL Item.
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- E. Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator.
- F. Contractor.** Contractor's name.
- G. Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. Date.** Date the form was prepared.
- I. Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. Date.** The date the CDRL was approved.

- 1. Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
- 2. Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
- 3. Subtitle.** Further identification of the data item to supplement the title, if required.
- 4. Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
- 5. Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
- 6. Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
- 7. DD 250 Required.**
- 8. APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
- 9. Distribution Statement Required.**
- 10. Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes			
CODE	FREQUENCY	CODE	FREQUENCY
ANNLY	Annually	ASGEN	As generated
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BI-WK	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
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OTIME	One time (does not include draft submissions)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMA	Every six months
WEEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See Item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in item #14.		

- 11. As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0 or blank" would place the "as of" date at the end of each month, quarter, etc.
- 12. Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes			
Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EQQ	End of quarter
See Item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

- 13. Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
- 14. Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approval criteria and authority, inspection and acceptance clarification, distributions statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
- 15. Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
- 16. Total.** Total number of draft and final (regular/reproducible) copies required.
- 17. Price Group.** Not used.
- 18. Estimated Total Price.** Not used.

ATTACHMENT 3

DOL WAGE DETERMINATION

CALIFORNIA

WD 05-2056 (Rev.-5) was first posted on www.wdol.gov on 09/11/2007

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.: 2005-2056
 Director | Wage Determinations | Revision No.: 5
 Date Of Revision: 08/31/2007

State: California

Area: California Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado,
 Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta,
 Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.72
01012 - Accounting Clerk II	15.74
01013 - Accounting Clerk III	17.62
01020 - Administrative Assistant	24.30
01040 - Court Reporter	17.32
01051 - Data Entry Operator I	13.50
01052 - Data Entry Operator II	14.73
01060 - Dispatcher, Motor Vehicle	17.32
01070 - Document Preparation Clerk	14.72
01090 - Duplicating Machine Operator	14.72
01111 - General Clerk I	12.84
01112 - General Clerk II	14.15
01113 - General Clerk III	17.03
01120 - Housing Referral Assistant	20.88
01141 - Messenger Courier	11.50
01191 - Order Clerk I	13.76
01192 - Order Clerk II	15.04
01261 - Personnel Assistant (Employment) I	16.62
01262 - Personnel Assistant (Employment) II	18.83
01263 - Personnel Assistant (Employment) III	20.00
01270 - Production Control Clerk	20.00
01280 - Receptionist	14.72
01290 - Rental Clerk	15.32
01300 - Scheduler, Maintenance	15.94
01311 - Secretary I	15.94
01312 - Secretary II	17.84
01313 - Secretary III	20.88
01320 - Service Order Dispatcher	15.95
01410 - Supply Technician	24.30
01420 - Survey Worker	17.32
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.55
01533 - Travel Clerk III	14.56
01611 - Word Processor I	14.38
01612 - Word Processor II	15.48
01613 - Word Processor III	17.32
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.29
05010 - Automotive Electrician	20.45
05040 - Automotive Glass Installer	19.38
05070 - Automotive Worker	19.38
05110 - Mobile Equipment Servicer	17.23
05130 - Motor Equipment Metal Mechanic	21.54
05160 - Motor Equipment Metal Worker	19.38
05190 - Motor Vehicle Mechanic	20.10
05220 - Motor Vehicle Mechanic Helper	16.15
05250 - Motor Vehicle Upholstery Worker	18.30
05280 - Motor Vehicle Wrecker	19.38
05310 - Painter, Automotive	20.45

05340 - Radiator Repair Specialist	19.38
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	21.54
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.15
07041 - Cook I	13.53
07042 - Cook II	15.15
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.27
07210 - Meat Cutter	18.15
07260 - Waiter/Waitress	11.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.40
09040 - Furniture Handler	12.60
09080 - Furniture Refinisher	18.40
09090 - Furniture Refinisher Helper	14.53
09110 - Furniture Repairer, Minor	16.47
09130 - Upholsterer	18.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.11
11060 - Elevator Operator	11.37
11090 - Gardener	14.88
11122 - Housekeeping Aide	11.37
11150 - Janitor	14.69
11210 - Laborer, Grounds Maintenance	12.18
11240 - Maid or Houseman	9.46
11260 - Pruner	12.10
11270 - Tractor Operator	13.97
11330 - Trail Maintenance Worker	12.18
11360 - Window Cleaner	14.40
12000 - Health Occupations	
12010 - Ambulance Driver	15.55
12011 - Breath Alcohol Technician	17.11
12012 - Certified Occupational Therapist Assistant	24.22
12015 - Certified Physical Therapist Assistant	21.58
12020 - Dental Assistant	15.15
12025 - Dental Hygienist	41.99
12030 - EKG Technician	23.62
12035 - Electroneurodiagnostic Technologist	23.62
12040 - Emergency Medical Technician	15.55
12071 - Licensed Practical Nurse I	19.27
12072 - Licensed Practical Nurse II	21.56
12073 - Licensed Practical Nurse III	24.05
12100 - Medical Assistant	13.37
12130 - Medical Laboratory Technician	16.09
12160 - Medical Record Clerk	15.55
12190 - Medical Record Technician	17.39
12195 - Medical Transcriptionist	17.14
12210 - Nuclear Medicine Technologist	38.25
12221 - Nursing Assistant I	10.79
12222 - Nursing Assistant II	12.12
12223 - Nursing Assistant III	14.51
12224 - Nursing Assistant IV	16.29
12235 - Optical Dispenser	15.14
12236 - Optical Technician	12.14
12250 - Pharmacy Technician	16.61
12280 - Phlebotomist	16.29
12305 - Radiologic Technologist	27.10
12311 - Registered Nurse I	33.02
12312 - Registered Nurse II	40.53
12313 - Registered Nurse II, Specialist	40.53
12314 - Registered Nurse III	48.85
12315 - Registered Nurse III, Anesthetist	48.85
12316 - Registered Nurse IV	53.20
12317 - Scheduler (Drug and Alcohol Testing)	26.71
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.92
13012 - Exhibits Specialist II	25.92
13013 - Exhibits Specialist III	33.56
13041 - Illustrator I	21.68
13042 - Illustrator II	25.92
13043 - Illustrator III	33.56
13047 - Librarian	25.88
13050 - Library Aide/Clerk	14.06
13054 - Library Information Technology Systems Administrator	23.12

13058 - Library Technician	16.32
13061 - Media Specialist I	16.64
13062 - Media Specialist II	18.63
13063 - Media Specialist III	20.76
13071 - Photographer I	15.42
13072 - Photographer II	19.44
13073 - Photographer III	25.92
13074 - Photographer IV	33.56
13075 - Photographer V	38.62
13110 - Video Teleconference Technician	18.55
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.25
14042 - Computer Operator II	18.18
14043 - Computer Operator III	20.26
14044 - Computer Operator IV	22.52
14045 - Computer Operator V	24.94
14071 - Computer Programmer I (1)	21.37
14072 - Computer Programmer II (1)	25.92
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.25
14160 - Personal Computer Support Technician	22.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.46
15020 - Aircrew Training Devices Instructor (Rated)	32.92
15030 - Air Crew Training Devices Instructor (Pilot)	39.81
15050 - Computer Based Training Specialist / Instructor	32.92
15060 - Educational Technologist	29.13
15070 - Flight Instructor (Pilot)	39.81
15080 - Graphic Artist	22.33
15090 - Technical Instructor	21.26
15095 - Technical Instructor/Course Developer	26.48
15110 - Test Proctor	17.84
15120 - Tutor	17.84
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.87
16030 - Counter Attendant	8.87
16040 - Dry Cleaner	11.90
16070 - Finisher, Flatwork, Machine	8.87
16090 - Presser, Hand	8.87
16110 - Presser, Machine, Drycleaning	8.87
16130 - Presser, Machine, Shirts	8.87
16160 - Presser, Machine, Wearing Apparel, Laundry	8.87
16190 - Sewing Machine Operator	12.92
16220 - Tailor	13.93
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.42
19040 - Tool And Die Maker	21.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.52
21030 - Material Coordinator	19.76
21040 - Material Expediter	19.76
21050 - Material Handling Laborer	12.56
21071 - Order Filler	14.68
21080 - Production Line Worker (Food Processing)	15.52
21110 - Shipping Packer	13.20
21130 - Shipping/Receiving Clerk	13.20
21140 - Store Worker I	11.46
21150 - Stock Clerk	15.60
21210 - Tools And Parts Attendant	15.52
21410 - Warehouse Specialist	15.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.94
23021 - Aircraft Mechanic I	22.63
23022 - Aircraft Mechanic II	23.94
23023 - Aircraft Mechanic III	25.25
23040 - Aircraft Mechanic Helper	16.09
23050 - Aircraft, Painter	22.26
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	20.02
23110 - Appliance Mechanic	18.40

23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	28.41
23130 - Carpenter, Maintenance	22.56
23140 - Carpet Layer	21.10
23160 - Electrician, Maintenance	23.29
23181 - Electronics Technician Maintenance I	20.65
23182 - Electronics Technician Maintenance II	21.76
23183 - Electronics Technician Maintenance III	26.16
23260 - Fabric Worker	18.12
23290 - Fire Alarm System Mechanic	21.77
23310 - Fire Extinguisher Repairer	16.89
23311 - Fuel Distribution System Mechanic	21.86
23312 - Fuel Distribution System Operator	17.63
23370 - General Maintenance Worker	17.14
23380 - Ground Support Equipment Mechanic	22.63
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	20.02
23391 - Gunsmith I	16.80
23392 - Gunsmith II	19.34
23393 - Gunsmith III	21.86
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.54
23411 - Heating, Ventilation And Air Condtitioning Mechanic (Research Facility)	
24.90	
23430 - Heavy Equipment Mechanic	22.28
23440 - Heavy Equipment Operator	25.47
23460 - Instrument Mechanic	24.27
23465 - Laboratory/Shelter Mechanic	20.60
23470 - Laborer	15.13
23510 - Locksmith	18.40
23530 - Machinery Maintenance Mechanic	23.78
23550 - Machinist, Maintenance	19.69
23580 - Maintenance Trades Helper	14.53
23591 - Metrology Technician I	24.27
23592 - Metrology Technician II	25.68
23593 - Metrology Technician III	27.00
23640 - Millwright	27.81
23710 - Office Appliance Repairer	20.46
23760 - Painter, Maintenance	18.40
23790 - Pipefitter, Maintenance	22.86
23810 - Plumber, Maintenance	21.71
23820 - Pseudraulic Systems Mechanic	21.86
23850 - Rigger	21.86
23870 - Scale Mechanic	19.34
23890 - Sheet-Metal Worker, Maintenance	25.12
23910 - Small Engine Mechanic	18.80
23931 - Telecommunications Mechanic I	21.86
23932 - Telecommunications Mechanic II	23.12
23950 - Telephone Lineman	20.15
23960 - Welder, Combination, Maintenance	19.38
23965 - Well Driller	22.38
23970 - Woodcraft Worker	21.86
23980 - Woodworker	15.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.64
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	10.02
24620 - Family Readiness And Support Services Coordinator	13.90
24630 - Homemaker	16.09
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.81
25040 - Sewage Plant Operator	23.48
25070 - Stationary Engineer	24.81
25190 - Ventilation Equipment Tender	17.64
25210 - Water Treatment Plant Operator	23.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.67
27007 - Baggage Inspector	12.96
27008 - Corrections Officer	24.47
27010 - Court Security Officer	24.65
27030 - Detection Dog Handler	19.29
27040 - Detention Officer	24.47
27070 - Firefighter	22.41
27101 - Guard I	12.96
27102 - Guard II	19.29
27131 - Police Officer I	31.34

27132 - Police Officer II	34.84	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.70	
28042 - Carnival Equipment Repairer	13.53	
28043 - Carnival Equipment Worker	10.27	
28210 - Gate Attendant/Gate Tender	13.01	
28310 - Lifeguard	10.97	
28350 - Park Attendant (Aide)	14.56	
28510 - Recreation Aide/Health Facility Attendant	10.62	
28515 - Recreation Specialist	16.09	
28630 - Sports Official	11.59	
28690 - Swimming Pool Operator	16.90	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	23.51	
29020 - Hatch Tender	23.51	
29030 - Line Handler	23.51	
29041 - Stevedore I	23.14	
29042 - Stevedore II	26.37	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.83	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.01	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.45	
30021 - Archeological Technician I	19.20	
30022 - Archeological Technician II	21.68	
30023 - Archeological Technician III	26.61	
30030 - Cartographic Technician	26.70	
30040 - Civil Engineering Technician	24.70	
30061 - Drafter/CAD Operator I	18.79	
30062 - Drafter/CAD Operator II	21.68	
30063 - Drafter/CAD Operator III	23.45	
30064 - Drafter/CAD Operator IV	28.48	
30081 - Engineering Technician I	14.77	
30082 - Engineering Technician II	16.58	
30083 - Engineering Technician III	18.55	
30084 - Engineering Technician IV	22.98	
30085 - Engineering Technician V	29.17	
30086 - Engineering Technician VI	35.29	
30090 - Environmental Technician	20.84	
30210 - Laboratory Technician	19.51	
30240 - Mathematical Technician	26.61	
30361 - Paralegal/Legal Assistant I	18.92	
30362 - Paralegal/Legal Assistant II	22.59	
30363 - Paralegal/Legal Assistant III	27.63	
30364 - Paralegal/Legal Assistant IV	33.42	
30390 - Photo-Optics Technician	26.61	
30461 - Technical Writer II	23.59	
30462 - Technical Writer II	28.85	
30463 - Technical Writer III	34.90	
30491 - Unexploded Ordnance (UXO) Technician I	22.14	
30492 - Unexploded Ordnance (UXO) Technician II	26.78	
30493 - Unexploded Ordnance (UXO) Technician III	32.10	
30494 - Unexploded (UXO) Safety Escort	22.14	
30495 - Unexploded (UXO) Sweep Personnel	22.14	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.94	
30621 - Weather Observer, Senior (2)	25.30	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.41	
31030 - Bus Driver	17.68	
31043 - Driver Courier	12.47	
31260 - Parking and Lot Attendant	8.40	
31290 - Shuttle Bus Driver	13.49	
31310 - Taxi Driver	10.24	
31361 - Truckdriver, Light	13.49	
31362 - Truckdriver, Medium	17.91	
31363 - Truckdriver, Heavy	19.49	
31364 - Truckdriver, Tractor-Trailer	19.49	
99000 - Miscellaneous Occupations		
99030 - Cashier	11.97	
99050 - Desk Clerk	10.06	
99095 - Embalmer	21.21	
99251 - Laboratory Animal Caretaker I	11.89	
99252 - Laboratory Animal Caretaker III	12.85	
99310 - Mortician	22.73	
99410 - Pest Controller	16.38	
99510 - Photofinishing Worker	15.20	

99710 - Recycling Laborer	17.20
99711 - Recycling Specialist	19.70
99730 - Refuse Collector	15.21
99810 - Sales Clerk	12.04
99820 - School Crossing Guard	12.11
99830 - Survey Party Chief	28.82
99831 - Surveying Aide	15.65
99832 - Surveying Technician	21.48
99840 - Vending Machine Attendant	13.20
99841 - Vending Machine Repairer	15.75
99842 - Vending Machine Repairer Helper	13.20

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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

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

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

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

ATTACHMENT 4

DOL WAGE DETERMINATION

OKLAHOMA

WD 05-2431 (Rev.-5) was first posted on www.wdol.gov on 10/09/2007

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

William W.Gross Director		Wage Determination No.: 2005-2431 Revision No.: 5 Date Of Revision: 09/28/2007
Division of Wage Determinations		

State: Oklahoma

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.27
01012 - Accounting Clerk II	13.78
01013 - Accounting Clerk III	18.28
01020 - Administrative Assistant	20.53
01040 - Court Reporter	18.46
01051 - Data Entry Operator I	10.62
01052 - Data Entry Operator II	11.59
01060 - Dispatcher, Motor Vehicle	14.94
01070 - Document Preparation Clerk	12.24
01090 - Duplicating Machine Operator	12.24
01111 - General Clerk I	10.91
01112 - General Clerk II	12.50
01113 - General Clerk III	18.00
01120 - Housing Referral Assistant	18.26
01141 - Messenger Courier	9.83
01191 - Order Clerk I	11.46
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	13.52
01262 - Personnel Assistant (Employment) II	15.16
01263 - Personnel Assistant (Employment) III	17.58
01270 - Production Control Clerk	19.05
01280 - Receptionist	10.73
01290 - Rental Clerk	13.19
01300 - Scheduler, Maintenance	13.20
01311 - Secretary I	13.20
01312 - Secretary II	15.76
01313 - Secretary III	18.26
01320 - Service Order Dispatcher	13.19
01410 - Supply Technician	20.53
01420 - Survey Worker	14.36
01531 - Travel Clerk I	11.34
01532 - Travel Clerk II	11.92
01533 - Travel Clerk III	12.50
01611 - Word Processor I	11.75
01612 - Word Processor II	13.19
01613 - Word Processor III	14.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	15.64
05010 - Automotive Electrician	16.35
05040 - Automotive Glass Installer	15.47
05070 - Automotive Worker	14.08
05110 - Mobile Equipment Servicer	12.54
05130 - Motor Equipment Metal Mechanic	15.64
05160 - Motor Equipment Metal Worker	14.08
05190 - Motor Vehicle Mechanic	15.64
05220 - Motor Vehicle Mechanic Helper	11.98
05250 - Motor Vehicle Upholstery Worker	13.31

05280 - Motor Vehicle Wrecker	14.08
05310 - Painter, Automotive	14.86
05340 - Radiator Repair Specialist	14.08
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	15.64
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.04
07041 - Cook I	8.05
07042 - Cook II	9.69
07070 - Dishwasher	7.32
07130 - Food Service Worker	7.11
07210 - Meat Cutter	12.99
07260 - Waiter/Waitress	7.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.36
09080 - Furniture Refinisher	14.86
09090 - Furniture Refinisher Helper	11.75
09110 - Furniture Repairer, Minor	13.31
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.75
11060 - Elevator Operator	8.74
11090 - Gardener	10.79
11122 - Housekeeping Aide	9.36
11150 - Janitor	9.36
11210 - Laborer, Grounds Maintenance	9.07
11240 - Maid or Houseman	7.31
11260 - Pruner	8.74
11270 - Tractor Operator	10.12
11330 - Trail Maintenance Worker	9.07
11360 - Window Cleaner	9.46
12000 - Health Occupations	
12010 - Ambulance Driver	12.49
12011 - Breath Alcohol Technician	14.26
12012 - Certified Occupational Therapist Assistant	20.48
12015 - Certified Physical Therapist Assistant	18.83
12020 - Dental Assistant	12.71
12025 - Dental Hygienist	28.36
12030 - EKG Technician	20.95
12035 - Electroneurodiagnostic Technologist	20.95
12040 - Emergency Medical Technician	12.49
12071 - Licensed Practical Nurse I	12.35
12072 - Licensed Practical Nurse II	13.82
12073 - Licensed Practical Nurse III	15.41
12100 - Medical Assistant	11.33
12130 - Medical Laboratory Technician	13.00
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	11.84
12210 - Nuclear Medicine Technologist	29.31
12221 - Nursing Assistant I	8.32
12222 - Nursing Assistant II	9.35
12223 - Nursing Assistant III	10.21
12224 - Nursing Assistant IV	11.46
12235 - Optical Dispenser	13.10
12236 - Optical Technician	10.76
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	12.16
12305 - Radiologic Technologist	21.27
12311 - Registered Nurse I	23.05
12312 - Registered Nurse II	28.19
12313 - Registered Nurse II, Specialist	28.19
12314 - Registered Nurse III	34.11
12315 - Registered Nurse III, Anesthetist	34.11
12316 - Registered Nurse IV	40.89
12317 - Scheduler (Drug and Alcohol Testing)	17.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	18.96
13042 - Illustrator II	20.96
13043 - Illustrator III	26.17
13047 - Librarian	18.70

23080 - Aircraft Worker	17.75
23110 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	19.91
23130 - Carpenter, Maintenance	16.45
23140 - Carpet Layer	15.59
23160 - Electrician, Maintenance	17.43
23181 - Electronics Technician Maintenance I	17.95
23182 - Electronics Technician Maintenance II	22.61
23183 - Electronics Technician Maintenance III	25.36
23260 - Fabric Worker	15.04
23290 - Fire Alarm System Mechanic	16.94
23310 - Fire Extinguisher Repairer	14.17
23311 - Fuel Distribution System Mechanic	21.82
23312 - Fuel Distribution System Operator	17.20
23370 - General Maintenance Worker	15.49
23380 - Ground Support Equipment Mechanic	20.39
23381 - Ground Support Equipment Servicer	16.76
23382 - Ground Support Equipment Worker	17.75
23391 - Gunsmith I	14.13
23392 - Gunsmith II	15.73
23393 - Gunsmith III	17.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.20
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.20
23430 - Heavy Equipment Mechanic	17.20
23440 - Heavy Equipment Operator	16.82
23460 - Instrument Mechanic	20.59
23465 - Laboratory/Shelter Mechanic	16.65
23470 - Laborer	10.03
23510 - Locksmith	16.58
23530 - Machinery Maintenance Mechanic	18.18
23550 - Machinist, Maintenance	17.20
23580 - Maintenance Trades Helper	11.98
23591 - Metrology Technician I	20.59
23592 - Metrology Technician II	21.63
23593 - Metrology Technician III	22.69
23640 - Millwright	17.44
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.35
23790 - Pipefitter, Maintenance	19.06
23810 - Plumber, Maintenance	18.32
23820 - Pneudraulic Systems Mechanic	17.44
23850 - Rigger	17.75
23870 - Scale Mechanic	15.81
23890 - Sheet-Metal Worker, Maintenance	19.78
23910 - Small Engine Mechanic	15.49
23931 - Telecommunications Mechanic I	19.73
23932 - Telecommunications Mechanic II	20.64
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	17.20
23965 - Well Driller	17.44
23970 - Woodcraft Worker	17.44
23980 - Woodworker	14.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	10.02
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.39
25040 - Sewage Plant Operator	16.59
25070 - Stationary Engineer	22.39
25190 - Ventilation Equipment Tender	13.00
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.73
27007 - Baggage Inspector	11.43
27008 - Corrections Officer	17.42
27010 - Court Security Officer	19.68
27030 - Detection Dog Handler	15.03
27040 - Detention Officer	17.42
27070 - Firefighter	19.82
27101 - Guard I	11.43

27102 - Guard II	15.03
27131 - Police Officer I	20.53
27132 - Police Officer II	22.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.42
28042 - Carnival Equipment Repairer	10.14
28043 - Carnival Equipment Worker	7.38
28210 - Gate Attendant/Gate Tender	12.60
28310 - Lifeguard	11.23
28350 - Park Attendant (Aide)	14.10
28510 - Recreation Aide/Health Facility Attendant	10.29
28515 - Recreation Specialist	14.10
28630 - Sports Official	11.23
28690 - Swimming Pool Operator	15.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.17
29020 - Hatch Tender	19.17
29030 - Line Handler	19.17
29041 - Stevedore I	18.23
29042 - Stevedore II	20.19
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.06
30021 - Archeological Technician I	15.46
30022 - Archeological Technician II	18.68
30023 - Archeological Technician III	23.12
30030 - Cartographic Technician	23.06
30040 - Civil Engineering Technician	24.03
30061 - Drafter/CAD Operator I	15.46
30062 - Drafter/CAD Operator II	18.62
30063 - Drafter/CAD Operator III	20.76
30064 - Drafter/CAD Operator IV	23.79
30081 - Engineering Technician I	16.42
30082 - Engineering Technician II	20.05
30083 - Engineering Technician III	22.43
30084 - Engineering Technician IV	27.79
30085 - Engineering Technician V	33.79
30086 - Engineering Technician VI	38.78
30090 - Environmental Technician	20.60
30210 - Laboratory Technician	16.28
30240 - Mathematical Technician	23.06
30361 - Paralegal/Legal Assistant I	18.00
30362 - Paralegal/Legal Assistant II	22.29
30363 - Paralegal/Legal Assistant III	27.27
30364 - Paralegal/Legal Assistant IV	32.99
30390 - Photo-Optics Technician	23.06
30461 - Technical Writer I	16.73
30462 - Technical Writer II	20.46
30463 - Technical Writer III	24.76
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.76
30621 - Weather Observer, Senior (2)	23.06
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.62
31030 - Bus Driver	14.66
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	9.49
31361 - Truckdriver, Light	14.03
31362 - Truckdriver, Medium	15.85
31363 - Truckdriver, Heavy	17.70
31364 - Truckdriver, Tractor-Trailer	17.70
99000 - Miscellaneous Occupations	
99030 - Cashier	7.57
99050 - Desk Clerk	8.41
99095 - Embalmer	23.55
99251 - Laboratory Animal Caretaker I	9.96
99252 - Laboratory Animal Caretaker II	10.59
99310 - Mortician	23.55

99410 - Pest Controller	13.65
99510 - Photofinishing Worker	10.56
99710 - Recycling Laborer	10.69
99711 - Recycling Specialist	13.56
99730 - Refuse Collector	10.88
99810 - Sales Clerk	10.81
99820 - School Crossing Guard	7.43
99830 - Survey Party Chief	21.47
99831 - Surveying Aide	12.07
99832 - Surveying Technician	17.31
99840 - Vending Machine Attendant	11.50
99841 - Vending Machine Repairer	13.84
99842 - Vending Machine Repairer Helper	11.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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

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

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

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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