

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 0003
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)
6. ISSUED BY CODE AMQ0240-ARC
7. ADMINISTERED BY (Folder See Item 6) CODE AMQ340-ARC
AMQ-240 CONTRACT MANAGEMENT TEAM
FAA AERONAUTICAL CENTER
PO BOX 25082
MPB ROOM 302
OKLAHOMA CITY OK 73125
AMQ-340 CONTRACT MANAGEMENT TEAM
FAA AERONAUTICAL CENTER
PO BOX 25082
MPB ROOM 369
OKLAHOMA CITY OK 73125

8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code)
CNI AVIATION INC
7919 MID AMERICA BLVD
STE 100
OKLAHOMA CITY OK 73135
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 13)
10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFAAC-11-D-00013
10B. DATED (SEE ITEM 13)
11/03/2010
CODE FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)
See Schedule \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
 AMS Clause 3.10.1-14 Changes, Time & Materials or Labor Hr
D. OTHER (Specify type of modification and authority)
 AMS Clause 3.2.4-35 Option To Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Customer Service Center, Office Automation Services and Custom Solutions Division Support Services Contract

MOD 003 - Issued to Exercise Option Yr 1, Incorporate the current DOL Wage Determination, Incorporate current AMS clauses, and revised rates for Option Yr 1 thru Option Yr 4.

FIRST: Option Yr 1 Services described by the SIR DTFAAC-10-R-00343 Schedule B CLINS 13a through CLIN 24 are hereby incorporated by reference. The detailed labor categories, estimated hours, and rates are provided on the attached CNI Schedule B Revised Option Yr 1 thru Option Yr 4 hereby incorporated herein.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
Manager, CNI Aviation LLC
Chickasaw Nation Industries
15B. CONTRACTOR'S PERIOD
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Avis Franklin
16B. CONTRACT AUTHORITY
16C. DATE SIGNED
9/26/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTEAAC-11-D-00013/0003

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NAME OF OFFEROR OR CONTRACTOR
CNI AVIATION INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SECOND: DOL Wage Determination 2005-2432 rev.15 dated 6/13/2011 is hereby incorporated and attached.</p> <p>THIRD: The revised rates resulting from DOL WD dated 6/13/2011 for Help Desk Specialist 1 thru IV (Option Yr 1 thru Option Yr 4) are hereby incorporated as identified in Attachment 1- Sechedule B.</p> <p>FOURTH: The Office of Information Technology (AMI-1) and Office of Application Services (AME-1) Performance Work Statement Section M entitled Off-site Requirements is hereby revised to clarify FAA and Contractor responsibilities when Offsite Service is required as a result of COOP or emergency determination. The PWS Section M, page 13r is incorporated herein and attached to supercede the previous page (Version 16a dated 8/12/10). The responsibilities will comply with ESC COOP Plan Appendix E: Telework Guidance, Appendix G Alternate Location/Facility Information as planned and coordinated through AMI Emergency Readiness Officer.</p> <p>FIFTH: The total Estimated value for Option Yr 1 is hereby increased by \$ 24,644.15 From: \$4,170,639.94 To: \$4,195,284.10</p> <p>SIXTH: The AMS clause (updates) and AMS clauses IAW prescription are provided via Attachment 2 and incorporated herein. DISTR: TS</p> <p>Contracting Officer changed from Jamie A Mansell to Avis Franklin</p> <p>New Administration Address: AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125</p> <p>Payment: FAA AC ACCTG OFC DOT/FAA ANZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125</p> <p>FOB: Destination Period of Performance: 12/01/2010 to 09/30/2015</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>ESC Support Services (follow-on contract) for Customer Service Center, Office Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-11-D-00013/0003

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NAME OF OFFEROR OR CONTRACTOR
CNI AVIATION INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Automation Services & Custom Solutions Division</p> <p>*****</p> <p>TOTAL ESTIMATED</p> <p>Option I Enterprise Service Center Customer Service Center, Office Automation Services and Custom Solutions Division Support Services as described in Attachment 1-CNI Schedule B Revised Option Yr 1 Labor (Regular and Prem Rates) * estimated hours. Funding will be provided by Delivery Order IAW specific task requirements ISO9000: N Electronic & IT: 02</p> <p>FIXED HOURLY RATES FOR EACH LABOR CATEGORY Regular Time Over Time</p> <p>Contract Line Item Total Estimates established by the FAA *** Travel --Not-To-Exceed \$5,000.00 *** Contractor Furnished Items -- Not-To-Exceed \$5,000.00</p>				

M. Off-Site Space Requirements

In the event adequate space is not available to house the personnel required for specific task(s) or in the unlikely event that AMI or AME declares a Continuity of Operations (COOP) situation, the SP shall provide (with approval and authorization from the CO) the required space including the following:

- **** All utilities, telephone, janitorial services, etc.
- **** Workstations
- **** Associated hardware and software
- **** office equipment/furnishing(s) and supplies

The FAA acknowledges that services performed offsite (other than MMAC) may require FAA to facilitate information systems access by furnishing Government Furnished Equipment or Services. In the event offsite or remote services are required, the SP shall be responsible for providing the telephone/telecommunication connectivity to perform the tasked services. The connectivity solution is subject to negotiation and pre approval of estimated costs by the CO.

In recognition of the cost differential between Government furnished facilities, and contractor facilities, the Contractor will be reimbursed at cost IAW the established provisions of the Contract Schedule B CLIN(s) entitled Contractor Furnished Items. The reimbursement for these tasked offsite/remote services shall be authorized by the CO.

N. Transition

Phase-In Plan: Services under this contract are vital to the Government and must be continued without interruption; therefore, upon contract expiration, a successor, either the Government or another SP, may continue them. The SP agrees to:

- Furnish, as part of its technical proposal, a Phase-In Plan (CDRL A004)
- Exercise its best efforts and cooperation to effect an orderly and efficient transition.

To ensure a smooth transition in the change of work effort from the current SP, the SP shall begin the 30-Day Phase-In period as required by the SIR/contract. The purpose of this Phase-In is to:

- Observe work accomplished by current employees.
- Complete personnel requirements (work force) including the hiring of personnel to assure satisfactory performance beginning on the contract start date. Soliciting personnel for employment during their hours is prohibited, unless interview arrangements are made through the contracting and personnel offices.
- Obtain security clearances, if required.
- Complete training requirements and accomplish necessary training of SP employees.
- Complete the development of necessary work plans/procedures.

The SP will use this time for staffing and implementing those operation procedures under the contract described in the required Phase-In Plan. The SP shall be allowed access to the facilities to familiarize supervisors, key personnel and staff with equipment, reporting, work scheduling and procedures. However, such access will not interfere with the production efforts of current SP personnel. To preclude such interference, arrangements for access to the Government facilities will be made with the CO.

Phase-Out: Should the FAA award a follow-on contract to this effort; the SP agrees to cooperate with the FAA and the follow-on SP to insure a smooth transition to the new contract. During the phase-out familiarization period, the incumbent shall be fully responsible for all current task order services. In the event the follow-on contract is awarded to other than the incumbent, the incumbent SP shall cooperate to the extent required to permit an orderly change over to the successful SP. With regard to the successor SP's access to incumbent employees, a recruitment notice may be

SECTION I- CONTRACT CLAUSES (CURRENT VERSION)**3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)**

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.tao.gov>.

3.1.8-2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	April 2010
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT	MAY 2011
3.2.5-5	ANTI-KICKBACK PROCEDURES	OCT 2010
3.6.1-4	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AND SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS PLAN	OCT 2010
3.6.2-12	Equal Opportunity for Veterans	FEB 2011
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
3.6.2-14	EMPLOYEMENT REPORT ON VETERANS	FEB 2011
3.6.2-28	SERVICE CONTRACT ACT OF 1965, AS AMENDED	OCT 2010
3.13-14	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	APR 2011

3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

AMI-900 Customer Service Center, AMI-600 Office Automation Services, and AME-500 Custom Solutions Division For operations IAW FAA AMI COOP plan dated Nov. 29, 2010 (a living document). Annual review of the AMI COOP Plan shall be conducted for preparation of services associated with this contract.

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 20 days after the award (or exercise of the option), the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

(1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of

contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

3.2.2.3-39 Requirements for Certified Cost or Pricing Data or Other Information—Modifications

(July 2010)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For non-certified 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 [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

3.6.1-15 Post-Award Small Business Program Rerepresentation (April 2011)

(a) Definitions. As used in this clause "Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 3.2.4-34, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (a) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts"

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at: <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations on the Business Declaration Form (FAA Template No. 61), as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraph (e).

3.10.1-26 Contractor Performance Assessment Reporting System (July 2011)

(a) The Federal Aviation Administration (FAA) will submit an electronic record of contractor performance on this contract in the Past Performance Information Retrieval System (PPIRS) at <http://www.ppirs.gov>. The FAA has implemented the Contractor Performance Assessment Reporting System (CPARS) to submit records to PPIRS. One or more past performance evaluations will be conducted on this contract in order to record contractor performance.

(b) The past performance evaluation process is a paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) The Contractor (you) must furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to past performance evaluation(s) for this contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the FAA Assessing Official. The report information must at all times be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may also be found at this site.

(e) Within 60 days after the end of a performance period, the FAA Assessing Official (AO) for the contract will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments must focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 must be reviewed for accuracy, as these include key fields that will be used by the Government to identify the Contractor in future source selection actions. If you elect not to provide comments, acknowledgement of receipt of the evaluation by indicating "No comment" in Block 22 is required along with signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the form cannot be viewed and/or submitted through CPARS, contact the AO for instructions.

(2) Strictly control access to the evaluation within your organization, and ensure the evaluation is never released to persons or entities outside of their control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the AO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) If a meeting under (g) cannot resolve any differences in the content of the past performance evaluation between you and the AO, the original evaluation as well as your comments will be referred to the Contracting Officer in his/her capacity as the Reviewing Official (RO). The RO will make a timely final determination on the performance evaluation.

(i) A copy of the completed past performance evaluation (either after return of the evaluation to the AO if there is no disagreement, or after final RO determination if there is a disagreement) will be available in CPARS for your viewing and for Government use supporting future source selection actions after it has been finalized.

3.13-13 Contractor Policy to Ban Text Messaging While Driving (February 2011)

(a) Definitions. As used in this clause—

"Driving"- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.(c) The Contractor must—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or FAA-owned vehicles; or

(ii) Privately-owned vehicles when on official FAA business or when performing any work for or on behalf of the FAA.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts above \$150,000.

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(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>
Help Desk Specialist III and IV	5
Help Desk Specialist I and II	1
Office Automation Specialist III	5
Office Automation Specialist I and II	1
System Administrator II and III	5
System Administrator I	1
Program Manager and Alternate	5

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

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. 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 following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. 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).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

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

Regional and Center Contracts:

**Federal Aviation Administration
Mike Monroney Aeronautical Center**

**Manager, Investigations and Internal Security Branch (AMC-700)
6500 S. Mac Arthur Blvd
Oklahoma City, OK 73169**

(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) 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. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(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, to meet the requirements of paragraph (c) of this Clause.

(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 (k) 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) 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.

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)

(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 after 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 lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$50 for each key, \$250 for the PIV Card, and 250 for the vehicle decal lost, stolen, or 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 or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and MMAC, AMC-700 SSE, 6500 S. MacArthur Blvd, OKC OK 73169. 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 applicable Government Facility 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 contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. 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, a 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 MMAC, AMC-700 SSE, 6500 S. MacArthur Blvd, OKC OK 73169. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting AMC-700, (405) 954-4620.

(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.

3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(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 Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

- (1) FedBizOpps can be found at www.fbo.gov.
- (2) Vendors will utilize FedBizOpps 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 FedBizOpps.
- (4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.
- (5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

WD 05-2432 (Rev.-15) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2432
Revision No.: 15
Date Of Revision: 06/13/2011

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		18.28
01020 - Administrative Assistant		22.58
01040 - Court Reporter		18.46
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		12.76
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		13.46
01090 - Duplicating Machine Operator		13.46
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		18.00
01120 - Housing Referral Assistant		18.77
01141 - Messenger Courier		10.67
01191 - Order Clerk I		12.71
01192 - Order Clerk II		14.08
01261 - Personnel Assistant (Employment) I		14.35
01262 - Personnel Assistant (Employment) II		16.05
01263 - Personnel Assistant (Employment) III		17.90
01270 - Production Control Clerk		20.96
01280 - Receptionist		12.74
01290 - Rental Clerk		14.04
01300 - Scheduler, Maintenance		14.04
01311 - Secretary I		14.04
01312 - Secretary II		16.20
01313 - Secretary III		18.77
01320 - Service Order Dispatcher		15.05
01410 - Supply Technician		22.58
01420 - Survey Worker		17.05
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.14
01533 - Travel Clerk III		13.77
01611 - Word Processor I		12.54
01612 - Word Processor II		14.07
01613 - Word Processor III		15.80
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.14
05010 - Automotive Electrician		17.24
05040 - Automotive Glass Installer		16.31

05070 - Automotive Worker	14.84
05110 - Mobile Equipment Servicer	13.22
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	14.84
05190 - Motor Vehicle Mechanic	16.49
05220 - Motor Vehicle Mechanic Helper	12.63
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.84
05310 - Painter, Automotive	15.67
05340 - Radiator Repair Specialist	14.84
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.05
07041 - Cook I	8.70
07042 - Cook II	10.01
07070 - Dishwasher	8.18
07130 - Food Service Worker	8.20
07210 - Meat Cutter	13.28
07260 - Waiter/Waitress	8.77
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.57
09080 - Furniture Refinisher	14.86
09090 - Furniture Refinisher Helper	11.83
09110 - Furniture Repairer, Minor	13.35
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.06
11060 - Elevator Operator	10.81
11090 - Gardener	12.86
11122 - Housekeeping Aide	10.47
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	10.82
11240 - Maid or Houseman	8.42
11260 - Pruner	10.20
11270 - Tractor Operator	12.10
11330 - Trail Maintenance Worker	10.82
11360 - Window Cleaner	10.42
12000 - Health Occupations	
12010 - Ambulance Driver	13.70
12011 - Breath Alcohol Technician	17.35
12012 - Certified Occupational Therapist Assistant	25.26
12015 - Certified Physical Therapist Assistant	22.10
12020 - Dental Assistant	14.41
12025 - Dental Hygienist	29.89
12030 - EKG Technician	20.95
12035 - Electroneurodiagnostic Technologist	20.95
12040 - Emergency Medical Technician	13.70
12071 - Licensed Practical Nurse I	15.51
12072 - Licensed Practical Nurse II	17.35
12073 - Licensed Practical Nurse III	19.35
12100 - Medical Assistant	12.33
12130 - Medical Laboratory Technician	16.14
12160 - Medical Record Clerk	13.88
12190 - Medical Record Technician	15.53
12195 - Medical Transcriptionist	12.04
12210 - Nuclear Medicine Technologist	34.29
12221 - Nursing Assistant I	9.70
12222 - Nursing Assistant II	10.91
12223 - Nursing Assistant III	11.91
12224 - Nursing Assistant IV	13.36
12235 - Optical Dispenser	14.41
12236 - Optical Technician	11.84

12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.36
12305 - Radiologic Technologist	22.09
12311 - Registered Nurse I	27.48
12312 - Registered Nurse II	30.22
12313 - Registered Nurse II, Specialist	30.22
12314 - Registered Nurse III	36.56
12315 - Registered Nurse III, Anesthetist	36.56
12316 - Registered Nurse IV	43.82
12317 - Scheduler (Drug and Alcohol Testing)	21.50
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	20.86
13042 - Illustrator II	25.12
13043 - Illustrator III	30.74
13047 - Librarian	20.37
13050 - Library Aide/Clerk	10.85
13054 - Library Information Technology Systems Administrator	18.40
13058 - Library Technician	12.31
13061 - Media Specialist I	13.27
13062 - Media Specialist II	14.85
13063 - Media Specialist III	16.56
13071 - Photographer I	13.27
13072 - Photographer II	15.16
13073 - Photographer III	18.78
13074 - Photographer IV	22.98
13075 - Photographer V	27.80
13110 - Video Teleconference Technician	14.89
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.91
14042 - Computer Operator II	16.74
14043 - Computer Operator III	18.70
14044 - Computer Operator IV	20.75
14045 - Computer Operator V	22.97
14071 - Computer Programmer I	(see 1) 24.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.91
14160 - Personal Computer Support Technician	20.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.92
15020 - Aircrew Training Devices Instructor (Rated)	36.20
15030 - Air Crew Training Devices Instructor (Pilot)	39.82
15050 - Computer Based Training Specialist / Instructor	29.92
15060 - Educational Technologist	22.71
15070 - Flight Instructor (Pilot)	39.82
15080 - Graphic Artist	20.81
15090 - Technical Instructor	17.74
15095 - Technical Instructor/Course Developer	21.70
15110 - Test Proctor	15.76
15120 - Tutor	15.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.47
16030 - Counter Attendant	8.47
16040 - Dry Cleaner	10.79
16070 - Finisher, Flatwork, Machine	8.47
16090 - Presser, Hand	8.47

16110 - Presser, Machine, Drycleaning	8.47
16130 - Presser, Machine, Shirts	8.47
16160 - Presser, Machine, Wearing Apparel, Laundry	8.47
16190 - Sewing Machine Operator	11.56
16220 - Tailor	12.34
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.79
19040 - Tool And Die Maker	24.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.25
21030 - Material Coordinator	22.82
21040 - Material Expediter	22.82
21050 - Material Handling Laborer	11.10
21071 - Order Filler	12.77
21080 - Production Line Worker (Food Processing)	15.25
21110 - Shipping Packer	13.76
21130 - Shipping/Receiving Clerk	13.76
21140 - Store Worker I	13.94
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	15.25
21410 - Warehouse Specialist	15.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.37
23021 - Aircraft Mechanic I	23.35
23022 - Aircraft Mechanic II	24.37
23023 - Aircraft Mechanic III	25.40
23040 - Aircraft Mechanic Helper	16.96
23050 - Aircraft, Painter	20.19
23060 - Aircraft Servicer	19.19
23080 - Aircraft Worker	20.33
23110 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	24.43
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	17.15
23160 - Electrician, Maintenance	18.93
23181 - Electronics Technician Maintenance I	21.73
23182 - Electronics Technician Maintenance II	24.54
23183 - Electronics Technician Maintenance III	25.71
23260 - Fabric Worker	17.12
23290 - Fire Alarm System Mechanic	18.63
23310 - Fire Extinguisher Repairer	16.13
23311 - Fuel Distribution System Mechanic	23.73
23312 - Fuel Distribution System Operator	17.99
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	22.99
23381 - Ground Support Equipment Servicer	18.78
23382 - Ground Support Equipment Worker	19.89
23391 - Gunsmith I	16.13
23392 - Gunsmith II	17.98
23393 - Gunsmith III	19.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.92
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.98
23430 - Heavy Equipment Mechanic	18.92
23440 - Heavy Equipment Operator	18.50
23460 - Instrument Mechanic	24.92
23465 - Laboratory/Shelter Mechanic	18.93
23470 - Laborer	11.10
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	18.92

23580 - Maintenance Trades Helper	13.97
23591 - Metrology Technician I	24.92
23592 - Metrology Technician II	25.98
23593 - Metrology Technician III	27.08
23640 - Millwright	20.03
23710 - Office Appliance Repairer	19.09
23760 - Painter, Maintenance	17.94
23790 - Pipefitter, Maintenance	19.97
23810 - Plumber, Maintenance	19.20
23820 - Pneudraulic Systems Mechanic	19.84
23850 - Rigger	19.84
23870 - Scale Mechanic	17.98
23890 - Sheet-Metal Worker, Maintenance	22.11
23910 - Small Engine Mechanic	17.04
23931 - Telecommunications Mechanic I	22.77
23932 - Telecommunications Mechanic II	23.76
23950 - Telephone Lineman	22.90
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	19.71
23970 - Woodcraft Worker	19.84
23980 - Woodworker	16.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.73
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	14.27
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	15.08
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.88
27007 - Baggage Inspector	12.57
27008 - Corrections Officer	15.39
27010 - Court Security Officer	20.62
27030 - Detection Dog Handler	15.03
27040 - Detention Officer	15.39
27070 - Firefighter	24.14
27101 - Guard I	12.57
27102 - Guard II	15.03
27131 - Police Officer I	23.19
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.57
28042 - Carnival Equipment Repairer	11.39
28043 - Carnival Equipment Worker	8.28
28210 - Gate Attendant/Gate Tender	13.14
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	15.51
28510 - Recreation Aide/Health Facility Attendant	10.73
28515 - Recreation Specialist	17.93
28630 - Sports Official	11.71
28690 - Swimming Pool Operator	16.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.94
29020 - Hatch Tender	20.94
29030 - Line Handler	20.94
29041 - Stevedore I	19.94
29042 - Stevedore II	22.08
30000 - Technical Occupations	

30010	- Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021	- Archeological Technician I		17.25
30022	- Archeological Technician II		20.36
30023	- Archeological Technician III		25.22
30030	- Cartographic Technician		25.22
30040	- Civil Engineering Technician		24.03
30061	- Drafter/CAD Operator I		17.25
30062	- Drafter/CAD Operator II		20.36
30063	- Drafter/CAD Operator III		22.71
30064	- Drafter/CAD Operator IV		26.48
30081	- Engineering Technician I		19.05
30082	- Engineering Technician II		21.83
30083	- Engineering Technician III		23.92
30084	- Engineering Technician IV		29.64
30085	- Engineering Technician V		36.26
30086	- Engineering Technician VI		43.86
30090	- Environmental Technician		21.77
30210	- Laboratory Technician		19.34
30240	- Mathematical Technician		25.23
30361	- Paralegal/Legal Assistant I		18.67
30362	- Paralegal/Legal Assistant II		23.12
30363	- Paralegal/Legal Assistant III		28.28
30364	- Paralegal/Legal Assistant IV		34.22
30390	- Photo-Optics Technician		25.22
30461	- Technical Writer I		18.40
30462	- Technical Writer II		22.51
30463	- Technical Writer III		27.24
30491	- Unexploded Ordnance (UXO) Technician I		22.74
30492	- Unexploded Ordnance (UXO) Technician II		27.51
30493	- Unexploded Ordnance (UXO) Technician III		32.97
30494	- Unexploded (UXO) Safety Escort		22.74
30495	- Unexploded (UXO) Sweep Personnel		22.74
30620	- Weather Observer, Combined Upper Air Or	(see 2)	22.71
Surface Programs			
30621	- Weather Observer, Senior	(see 2)	25.22
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		9.68
31290	- Shuttle Bus Driver		14.03
31310	- Taxi Driver		10.60
31361	- Truckdriver, Light		14.03
31362	- Truckdriver, Medium		15.85
31363	- Truckdriver, Heavy		19.47
31364	- Truckdriver, Tractor-Trailer		19.47
99000	- Miscellaneous Occupations		
99030	- Cashier		8.66
99050	- Desk Clerk		8.70
99095	- Embalmer		25.43
99251	- Laboratory Animal Caretaker I		10.69
99252	- Laboratory Animal Caretaker II		11.36
99310	- Mortician		25.43
99410	- Pest Controller		13.65
99510	- Photofinishing Worker		12.45
99710	- Recycling Laborer		15.53
99711	- Recycling Specialist		17.42
99730	- Refuse Collector		14.64
99810	- Sales Clerk		11.59
99820	- School Crossing Guard		10.88
99830	- Survey Party Chief		23.62
99831	- Surveying Aide		13.28

99832 - Surveying Technician	20.91
99840 - Vending Machine Attendant	12.16
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.82

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 \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

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 links 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.