

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.faa.gov>.

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
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
3.3.2-2	REIMBURSEMENT OF TRAVEL	APRIL 2010
3.6.1-8	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS	Jan 2010
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 3.6.2-39	OCT 2010
	TRAFFICKING IN PERSONS	JAN 2008
3.13-14	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	APR 2011

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

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

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(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.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)

(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.

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 (e) 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/sizestandardstocps/>.

(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:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(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:

**FAA Security and Hazardous Security Staff/ASO 750cSouthern Region
1701 Columbia Ave.
College Park, GA 30337**

(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 [CO to enter appropriate amount] for each key, PIV Card, and 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 [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 [CO to insert location] 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 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.

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.

APPENDIX C - FY12 ESTIMATES

as of 7/27/11

Course		Course Name	Max # Students	Category	Delivery Days	# Resident Deliveries	# Field Deliveries	Comments
<p>Category 1 Courses Courses are content centered. Given mastery of knowledge areas, the instructors deliver highly predictable lessons. No prework or follow-on, no open ended assessment requiring extensive scoring.</p>								
Courses are content								
AFS-FMC	25716	Flight Standards Frontline Managers Course	20	1	8.0			V, SW
CAD	14000003	Conduct & Discipline: Building a Winning Case	20	1	4.5			
CMM	01244	Critical Examination of Mental Models	24	1	0.5			
CN	01209	Combating Negativity	24	1	0.5			
COP	01232	FAA Guidance on Conduct & Discipline	24	1	0.5			
EIC	01248	Ethics: Impact and Challenges	24	1	0.5			
EQT	01253	Effective Questioning: A Different Way to Communicate	18	1	0.5			
FEE	01289	Forum For Executive Excellence	20	1	2.5	2		
FTC-FW	01523	Facilitator Training Course (Fish & Wildlife)	12	1	4.5			
FTEM	01199	Facilitator Tools for Effective Meetings	18	1	0.5			
IMP	01245	Implications Charting: Analyzing Systemic Problems	24	1	0.5	3		
INS	01239	Influencing Skills	24	1	0.5	1		
IPM	01252	Introduction to the Project Management Process	18	1	0.5			
ISS	01247	Intro to Staff Studies	24	1	1.0			V
IWP	01227	Improving Work Processes	16	1	0.5	1		
LMfP	00071	Labor Management for Practitioners NAVAIR	20	1	3.0			
LMR-UA	01229	Labor Management Relations: Understanding the Answers	24	1	0.5	1	1	
LRfP	14000004	LR for Practitioners: Collective Bargaining	20	1	4.5	1		
MBTI	01195	Introduction to Myers Briggs Type Indicator	30	1	0.5	1		
MDC	01219	Mediating Conflict	24	1	0.5			
MGC	01286	Managing Conflict	20	1	0.5			
MOTC	01246	Managing Others Through Change	24	1	0.5	1	1	
MP1	01268	Managing Performance – 1 day	18	1	1.0			
MP1	01268	Managing Performance – 1 day	18	1	1.0			
MP2	01266	Managing Performance – 2 day	18	1	2.0			
MP3	01265	Managing Performance – 3 day	18	1	3.0			
MPET	01273	Managing Performance Employee Training	24	1	1.0			
MYTC	01198	Managing Yourself Through Change	24	1	0.5			
MYW	01240	Managing Your Workload for Success	24	1	0.5	1		
NTF	01228	Strategic Planning: Navigating Toward the Future	20	1	0.5			
PS	01281	Problem Solving Process (ANI)	12	1	1.0			V
SSF	01259	Staff Study Fundamentals	14	1	3.0			1V
SSW	01200001	Staff Study Workshop	14	1	2.0			1V
STRESS	01194	Taking Responsibility for Your Own Stress	20	1	0.5	1		
WESA	01272	Writing an Effective Self Assessment	20	1	1.0			3
WPV	01256	Workplace Violence: What Everyone Should Know	24	1	0.5			

APPENDIX C - FY12 ESTIMATES

as of 7/27/11

Course		Course Name	Max # Students	Category	Delivery Days	# Resident Deliveries	# Field Deliveries	Comments	
WSTE	01282	Working Styles & Team Effectiveness (True Colors)	50	1	0.5		1		
Category 2 Courses		Courses are learner centered with procesing of student generated issues and concerns, however lessons still are predictable and course does not have workload outside of class meeting times.							
AFS-FPI	25704	Foundations for Principal Inspectors	25	2	3.0	7			
AFS-OJT	25702	Flight Standards OJT Instructor Techniques	14	2	3.0	3	5	V, SW	
AFS QML	12000016	Quality Management Leadership	18	2	4.0	15			
AELR	01200025	advanced Employee & Labor Relations		2	4.5	1			
AMT	15002	Advanced Managers Training for International Participants	16	2	10.0				
ARB	01297	Arbitration Advocacy	20	2	4.5				
BEA	01179	Building Effective Agreements	18	2	3.0				
BST	15001	Basic Supervisory Training for International Participants	16	2	7.0				
CA	01553	Change Agent	18	2	4.5				
CE	14000002	Communicating Effectively	18	2	2.0			V	
CEWE		Creating Effective Work Environments	18	2	16.0	3			
DSM****	30200028	Decision-Making for Sr. Managers	18	3	4.5	3			
ECS	01186	Effective Communication Skills	20	2	2.0			V	
EMC	14000001	Effective Media Communications	20	2	2.0	1		V	
LMR	01205	Labor Management Relations	18	2	4.5			W	
PT	01263	Presentation Techniques	12	2	3.0	2			
TW	01217	Team Workshop & Facilitation	12	2	V				
Category 3 Courses		Courses are learner and process centered, there are complex assessments and/or highly demanding student interactions inside and outside of regular classroom sessions.							
Advanced RE Course	01200003	FAA Advanced Real Estate Course	20	3	5	1			
Basic RE Course	01320	FAA Basic Real Estate Course	20	3	7.5	1			
Customer RE Course	01200002	FAA Customer Real Estate Course	20	3	3.0	1			
ALP	01287	Creating Values: The Art of Leading Performance	25	3	2.5				
ATOS 1.2	21000004	Train-the-Trainer, ATOS 1.2	25	3	5.0				
BPWE	01290	Building a Productive Work Environment	25	3	1.5				
CC		Crucial Confrontations	18	3	2.0	6			
CCM	01318	Constructive Conflict Management	16	3	1.5	12			
CDM		Critical Decision Making (NASA)	20	3	2.0				
AFS-FAAST	20802	FAAST	18	3	8.0				
FMC-2	01288	Frontline Managers Course-Phase 2: <i>Managing for Results</i>	22	3	9.0	18			
FMC-3	01292	Frontline Managers Course-Phase 3: <i>Managing for High Performance</i>	22	3	4.5	32		V	
FTC	01523	Facilitator Training Course	18	3	4.5				
I3	01249	Influence, Inquiry and Implications	22	3	6.5	8		W	
IMPP	01200014	Introduction to Materiel & Personal Property	24	3	3.5	2			
LDLR	01183	Leadership Development and Labor Relations	20	3	8.0				

APPENDIX C - FY12 ESTIMATES
as of 7/27/11

Course		Course Name	Max # Students	Category	Delivery Days	# Resident Deliveries	# Field Deliveries	Comments
LDP-1	01210	Leadership Development Program Phase 1	20	3	4.5			
LDP-2	01211	Leadership Development Program, Phase 2	24	3	4.5			
Leadership	00069	Leadership Course NAVAIR	24	3	4.5			
Leadership NSE	00070	Leadership for Non-Supervisory Employees (FRCS) NAVAIR	24	3	4.0			
LMR	01205	Labor Management Relations	24	3	4.5	9	2	W
LOC	01200016	Leading Organizaition Change	22	3	3.0	5		
LRE	01200005	FAA Legal/Real Estate Course: Enhancing Attorney/Reco Interactions	22	3	3.0	1		
MC	01306	Managing Change	22	3	5.0			
MCM	01299	Managerial Coaching & Mentoring	16	3	3.0	12		
MOPW	01269	Measuring Organizational Performance Workshop	18	3	3.0	1		
MOP	01254	Measuring Organizational Performance	20	3	4.0			
MTC	01236	Mediation Techniques for Conflict Resolution	14	3	2.0			
MMC	01291	Middle Managers Course	22	3	5.0	24		
PLC	01200033	Moving Forward as Leaders: PEL Capstone Event	25	3	3.0	2		
PLS	01200013	PEL Launch Seminar	50	3	3.0	2		
POV	01274	Strategic Planning Through the Power of Vision	18	3	4.5			
PT	01263	Presentation Techniques	20	3	3.0			
REC	01200026	FAA Real Estate Conference 2010: Links to Effective Performance	80	3	3.0	1		
SFI	01200015	Strategy Formulation and Implementation	22	3	4.0	6		
SP	01275	Strategic Planning	22	3	4.5			SW, Th, W
SRM-AEP	10601	Safety Risk Mgmt - Acquisition Eng Practitioners	25	3	3.0			
SRM-OP	10600	Safety Risk Mgmt - Operations Practitioners	25	3	3.0			
SYT	01277	Systems Thinking	22	3	4.0	2	2	V, SW, W
TW	01217	Team Workshop & Facilitation	18	3	V	2	6	
WTE/CTP	01255	Working Together Effectively/Collaborative Team Process	24	3	4.5	1		
Category 4 Courses		Facilitation support for conference and meetings.						
		Facilitation Support	25	4	0.3	3	1	V, SW,W
Other								
		360 Assessment (4 hours per student)			0.5	4		

Design & Development	Estimated Work
See AHD FY12 Corporate requirements for Core	5500** Hours
Non-core estimated:	3500 Hours

APPENDIX C - FY12 ESTIMATES
as of 7/27/11

Course		Course Name	Max # Students	Category	Delivery Days	# Resident Deliveries	# Field Deliveries	Comments
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KEY:

V = VIDEO EQUIPMENT USED

SW = SOFTWARE USED

TH = CO-LAB USE ON THURSDAY

W = WELLNESS

NOTE: * Team Workshop (TW-01217) are customized workshops designed to facilitate a team initiative

NOTE: **Based on continuation of design and development of PFM

NOTE: *** DSM is Category 3 course but currently uses a SME for the second instructor so billable as a Category 2

WD 05-2109 (Rev.-11) 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.: 2005-2109
Revision No.: 11
Date Of Revision: 06/13/2011

State: Florida

Area: Florida Counties of Flagler, Volusia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.68
01012 - Accounting Clerk II		13.31
01013 - Accounting Clerk III		14.96
01020 - Administrative Assistant		17.20
01040 - Court Reporter		18.19
01051 - Data Entry Operator I		10.73
01052 - Data Entry Operator II		11.92
01060 - Dispatcher, Motor Vehicle		14.49
01070 - Document Preparation Clerk		11.78
01090 - Duplicating Machine Operator		11.78
01111 - General Clerk I		10.72
01112 - General Clerk II		11.70
01113 - General Clerk III		13.13
01120 - Housing Referral Assistant		15.48
01141 - Messenger Courier		11.59
01191 - Order Clerk I		10.98
01192 - Order Clerk II		11.98
01261 - Personnel Assistant (Employment) I		13.77
01262 - Personnel Assistant (Employment) II		15.40
01263 - Personnel Assistant (Employment) III		17.18
01270 - Production Control Clerk		16.86
01280 - Receptionist		11.11
01290 - Rental Clerk		11.01
01300 - Scheduler, Maintenance		12.41
01311 - Secretary I		12.41
01312 - Secretary II		13.88
01313 - Secretary III		15.48
01320 - Service Order Dispatcher		11.94
01410 - Supply Technician		17.20
01420 - Survey Worker		13.15
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		12.86
01533 - Travel Clerk III		13.44
01611 - Word Processor I		11.09
01612 - Word Processor II		12.44
01613 - Word Processor III		13.91
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.04
05010 - Automotive Electrician		15.68
05040 - Automotive Glass Installer		14.87
05070 - Automotive Worker		14.87
05110 - Mobile Equipment Servicer		12.78
05130 - Motor Equipment Metal Mechanic		16.51
05160 - Motor Equipment Metal Worker		14.87

05190 - Motor Vehicle Mechanic	16.51
05220 - Motor Vehicle Mechanic Helper	12.22
05250 - Motor Vehicle Upholstery Worker	14.04
05280 - Motor Vehicle Wrecker	14.87
05310 - Painter, Automotive	15.68
05340 - Radiator Repair Specialist	14.87
05370 - Tire Repairer	11.11
05400 - Transmission Repair Specialist	16.51
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.30
07041 - Cook I	11.46
07042 - Cook II	13.04
07070 - Dishwasher	8.14
07130 - Food Service Worker	8.73
07210 - Meat Cutter	15.26
07260 - Waiter/Waitress	9.60
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.72
09040 - Furniture Handler	11.92
09080 - Furniture Refinisher	15.36
09090 - Furniture Refinisher Helper	11.94
09110 - Furniture Repairer, Minor	13.63
09130 - Upholsterer	15.36
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.98
11060 - Elevator Operator	9.31
11090 - Gardener	13.56
11122 - Housekeeping Aide	10.44
11150 - Janitor	10.44
11210 - Laborer, Grounds Maintenance	10.48
11240 - Maid or Houseman	9.15
11260 - Pruner	9.31
11270 - Tractor Operator	12.24
11330 - Trail Maintenance Worker	10.48
11360 - Window Cleaner	11.45
12000 - Health Occupations	
12010 - Ambulance Driver	17.46
12011 - Breath Alcohol Technician	17.46
12012 - Certified Occupational Therapist Assistant	22.96
12015 - Certified Physical Therapist Assistant	23.64
12020 - Dental Assistant	15.48
12025 - Dental Hygienist	26.35
12030 - EKG Technician	17.37
12035 - Electroneurodiagnostic Technologist	17.37
12040 - Emergency Medical Technician	17.46
12071 - Licensed Practical Nurse I	14.96
12072 - Licensed Practical Nurse II	16.73
12073 - Licensed Practical Nurse III	18.66
12100 - Medical Assistant	12.75
12130 - Medical Laboratory Technician	16.25
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.02
12195 - Medical Transcriptionist	14.58
12210 - Nuclear Medicine Technologist	36.12
12221 - Nursing Assistant I	10.39
12222 - Nursing Assistant II	11.68
12223 - Nursing Assistant III	12.75
12224 - Nursing Assistant IV	14.30
12235 - Optical Dispenser	16.18
12236 - Optical Technician	14.49
12250 - Pharmacy Technician	12.39
12280 - Phlebotomist	14.30
12305 - Radiologic Technologist	23.26
12311 - Registered Nurse I	21.74

12312 - Registered Nurse II	26.59
12313 - Registered Nurse II, Specialist	26.59
12314 - Registered Nurse III	32.18
12315 - Registered Nurse III, Anesthetist	32.18
12316 - Registered Nurse IV	38.54
12317 - Scheduler (Drug and Alcohol Testing)	20.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.78
13012 - Exhibits Specialist II	24.57
13013 - Exhibits Specialist III	30.06
13041 - Illustrator I	19.78
13042 - Illustrator II	24.57
13043 - Illustrator III	30.06
13047 - Librarian	27.69
13050 - Library Aide/Clerk	12.47
13054 - Library Information Technology Systems Administrator	24.57
13058 - Library Technician	14.28
13061 - Media Specialist I	14.87
13062 - Media Specialist II	16.62
13063 - Media Specialist III	18.52
13071 - Photographer I	15.57
13072 - Photographer II	17.66
13073 - Photographer III	22.17
13074 - Photographer IV	27.06
13075 - Photographer V	32.84
13110 - Video Teleconference Technician	14.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.84
14042 - Computer Operator II	17.02
14043 - Computer Operator III	19.46
14044 - Computer Operator IV	21.57
14045 - Computer Operator V	23.93
14071 - Computer Programmer I	(see 1) 18.74
14072 - Computer Programmer II	(see 1) 23.63
14073 - Computer Programmer III	(see 1) 26.35
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 25.38
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.84
14160 - Personal Computer Support Technician	21.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.38
15020 - Aircrew Training Devices Instructor (Rated)	31.25
15030 - Air Crew Training Devices Instructor (Pilot)	37.46
15050 - Computer Based Training Specialist / Instructor	25.38
15060 - Educational Technologist	27.29
15070 - Flight Instructor (Pilot)	37.46
15080 - Graphic Artist	18.60
15090 - Technical Instructor	17.77
15095 - Technical Instructor/Course Developer	21.74
15110 - Test Proctor	14.34
15120 - Tutor	14.34
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.54
16030 - Counter Attendant	9.54
16040 - Dry Cleaner	11.46
16070 - Finisher, Flatwork, Machine	9.54
16090 - Presser, Hand	9.54
16110 - Presser, Machine, Drycleaning	9.54
16130 - Presser, Machine, Shirts	9.54
16160 - Presser, Machine, Wearing Apparel, Laundry	9.54
16190 - Sewing Machine Operator	12.20

16220 - Tailor	12.84
16250 - Washer, Machine	10.13
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.51
19040 - Tool And Die Maker	20.84
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.28
21030 - Material Coordinator	16.86
21040 - Material Expediter	16.86
21050 - Material Handling Laborer	10.53
21071 - Order Filler	11.52
21080 - Production Line Worker (Food Processing)	13.28
21110 - Shipping Packer	13.04
21130 - Shipping/Receiving Clerk	13.04
21140 - Store Worker I	9.67
21150 - Stock Clerk	13.77
21210 - Tools And Parts Attendant	13.28
21410 - Warehouse Specialist	13.28
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.78
23021 - Aircraft Mechanic I	19.59
23022 - Aircraft Mechanic II	20.78
23023 - Aircraft Mechanic III	21.98
23040 - Aircraft Mechanic Helper	13.90
23050 - Aircraft, Painter	18.05
23060 - Aircraft Servicer	16.00
23080 - Aircraft Worker	17.19
23110 - Appliance Mechanic	15.92
23120 - Bicycle Repairer	10.18
23125 - Cable Splicer	20.65
23130 - Carpenter, Maintenance	17.22
23140 - Carpet Layer	16.47
23160 - Electrician, Maintenance	16.55
23181 - Electronics Technician Maintenance I	18.90
23182 - Electronics Technician Maintenance II	19.89
23183 - Electronics Technician Maintenance III	21.10
23260 - Fabric Worker	14.66
23290 - Fire Alarm System Mechanic	17.18
23310 - Fire Extinguisher Repairer	13.56
23311 - Fuel Distribution System Mechanic	15.78
23312 - Fuel Distribution System Operator	15.32
23370 - General Maintenance Worker	14.46
23380 - Ground Support Equipment Mechanic	19.59
23381 - Ground Support Equipment Servicer	15.99
23382 - Ground Support Equipment Worker	17.18
23391 - Gunsmith I	13.56
23392 - Gunsmith II	15.74
23393 - Gunsmith III	17.96
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.22
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.26
23430 - Heavy Equipment Mechanic	16.70
23440 - Heavy Equipment Operator	17.42
23460 - Instrument Mechanic	17.96
23465 - Laboratory/Shelter Mechanic	16.86
23470 - Laborer	10.53
23510 - Locksmith	15.36
23530 - Machinery Maintenance Mechanic	18.63
23550 - Machinist, Maintenance	16.19
23580 - Maintenance Trades Helper	10.99
23591 - Metrology Technician I	17.96
23592 - Metrology Technician II	19.05
23593 - Metrology Technician III	20.15

23640 - Millwright	17.96
23710 - Office Appliance Repairer	16.49
23760 - Painter, Maintenance	13.96
23790 - Pipefitter, Maintenance	15.97
23810 - Plumber, Maintenance	15.49
23820 - Pneudraulic Systems Mechanic	17.96
23850 - Rigger	17.96
23870 - Scale Mechanic	15.74
23890 - Sheet-Metal Worker, Maintenance	15.55
23910 - Small Engine Mechanic	14.73
23931 - Telecommunications Mechanic I	20.47
23932 - Telecommunications Mechanic II	21.71
23950 - Telephone Lineman	20.03
23960 - Welder, Combination, Maintenance	14.88
23965 - Well Driller	17.96
23970 - Woodcraft Worker	17.96
23980 - Woodworker	15.35
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.82
24580 - Child Care Center Clerk	12.49
24610 - Chore Aide	9.67
24620 - Family Readiness And Support Services Coordinator	12.90
24630 - Homemaker	14.99
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.38
25040 - Sewage Plant Operator	19.13
25070 - Stationary Engineer	20.38
25190 - Ventilation Equipment Tender	14.16
25210 - Water Treatment Plant Operator	19.13
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.19
27007 - Baggage Inspector	10.77
27008 - Corrections Officer	17.40
27010 - Court Security Officer	17.40
27030 - Detection Dog Handler	13.11
27040 - Detention Officer	17.40
27070 - Firefighter	17.65
27101 - Guard I	10.22
27102 - Guard II	13.11
27131 - Police Officer I	17.10
27132 - Police Officer II	19.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.54
28042 - Carnival Equipment Repairer	12.76
28043 - Carnival Equipment Worker	8.99
28210 - Gate Attendant/Gate Tender	12.74
28310 - Lifeguard	11.35
28350 - Park Attendant (Aide)	14.25
28510 - Recreation Aide/Health Facility Attendant	10.40
28515 - Recreation Specialist	15.46
28630 - Sports Official	11.35
28690 - Swimming Pool Operator	15.54
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.29
29020 - Hatch Tender	18.29
29030 - Line Handler	18.29
29041 - Stevedore I	16.89
29042 - Stevedore II	19.58
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	18.06

30022 - Archeological Technician II	20.72
30023 - Archeological Technician III	25.08
30030 - Cartographic Technician	25.08
30040 - Civil Engineering Technician	20.19
30061 - Drafter/CAD Operator I	16.48
30062 - Drafter/CAD Operator II	20.55
30063 - Drafter/CAD Operator III	22.84
30064 - Drafter/CAD Operator IV	25.29
30081 - Engineering Technician I	14.18
30082 - Engineering Technician II	17.62
30083 - Engineering Technician III	20.31
30084 - Engineering Technician IV	24.79
30085 - Engineering Technician V	30.21
30086 - Engineering Technician VI	36.60
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	17.85
30240 - Mathematical Technician	25.08
30361 - Paralegal/Legal Assistant I	17.29
30362 - Paralegal/Legal Assistant II	20.89
30363 - Paralegal/Legal Assistant III	25.55
30364 - Paralegal/Legal Assistant IV	30.90
30390 - Photo-Optics Technician	25.08
30461 - Technical Writer I	24.79
30462 - Technical Writer II	30.21
30463 - Technical Writer III	35.56
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) 22.22
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.35
31030 - Bus Driver	14.23
31043 - Driver Courier	11.98
31260 - Parking and Lot Attendant	8.80
31290 - Shuttle Bus Driver	13.02
31310 - Taxi Driver	11.29
31361 - Truckdriver, Light	13.02
31362 - Truckdriver, Medium	14.23
31363 - Truckdriver, Heavy	18.14
31364 - Truckdriver, Tractor-Trailer	18.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.69
99050 - Desk Clerk	9.95
99095 - Embalmer	25.34
99251 - Laboratory Animal Caretaker I	10.23
99252 - Laboratory Animal Caretaker II	10.75
99310 - Mortician	25.34
99410 - Pest Controller	15.05
99510 - Photofinishing Worker	12.91
99710 - Recycling Laborer	12.45
99711 - Recycling Specialist	15.08
99730 - Refuse Collector	11.05
99810 - Sales Clerk	13.44
99820 - School Crossing Guard	11.05
99830 - Survey Party Chief	16.32
99831 - Surveying Aide	10.69
99832 - Surveying Technician	14.64
99840 - Vending Machine Attendant	14.77
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	14.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 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 20 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

<http://www.wdol.gov/wdol/scafiles/std/05-2109.txt>

7/8/2011

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.