

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE 1 66

2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-00-D-08013 3. EFFECTIVE DATE April 18, 2000 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 9-19946

5. ISSUED BY CODE
 \, NAS Acquisition Contracting Team (AMQ-210)
 0 South MacArthur Boulevard
 J. Box 25082
 Oklahoma City, OK 73125-4929

6. ADMINISTERED BY (If other than Item 5) CODE
 FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240)
 6500 South MacArthur Boulevard
 P.O. Box 25082
 Oklahoma City, OK 73125-4929

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
 Trans-Tel Central, Inc.
 2805 Broce Drive
 Norman, OK 73072

8. DELIVERY See Clause F.3 of contract
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
 Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM BLOCK 12.

11. SHIP TO/MARK FOR CODE
 FAA/MM Aeronautical Center AMI-100
 6500 S. MacArthur Blvd., P. O. Box 25082
 Oklahoma City, OK 73169

12. PAYMENT WILL BE MADE BY: CODE
 FAA, Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913 (405) 954-4304

13 RESERVED

14. ACCOUNTING AND APPROPRIATION DATA
 To be shown on delivery order(s) issued hereunder.

15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT

Accepted as to CLIN B.1(a)1 through 4, inclusive, in Part I, Section B, Base Contract Year only. Amendments A001, A002, A003, and A004 incorporated herein.

ESTIMATED

15G. TOTAL AMOUNT OF CONTRACT \$ 808,535.72

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	29-37
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	37
X	D	PACKAGING AND MARKING	N/A	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORPORATED
X	F	DELIVERIES OR PERFORMANCE	13-14		L	INSTRS., CONDS., AND NOTICES TO OFFERORS BY REFERENCE	
X	G	CONTRACT ADMINISTRATION DATA	14-15		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	15-29				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

18. AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number DTFA-02-99-R-10994, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
 Regina M. Smith, CFO

19B. NAME OF CONTRACTOR
 (Signature of person authorized to sign)

19C. DATE SIGNED
 4/12/00

20A. NAME OF CONTRACTING OFFICER
 PHYLLIS TOWNSLEY

20B. UNITED STATES OF AMERICA
 BY (Signature of Contracting Officer)

20C. DATE SIGNED
 April 18, 2000

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Office Automation Support Services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	PHASE-IN	1	JOB	XXXX	\$ 0

(Not applicable to Option Years)

BASE YEAR—(Estimated April 23, 2000 through September 30, 2000)

		<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Amount</u>
2.	<u>DISCIPLINE (SKILL):</u>				
2.1	Senior Office Automation Specialist				
2.1A	Senior Office Automation Specialist (Regular Hrs)	965	Hr	\$ 37.87	\$ 36,544.55
2.1B	Senior Office Automation Specialist (Premium Hrs)	60	Hr	\$ 37.87	\$ 2,272.20
2.2	Office Automation Specialist				
2.2A	Office Automation Specialist (Regular Hrs)	7,716	Hr	\$ 33.84	\$ 261,109.44
2.2B	Office Automation Specialist (Premium Hrs)	480	Hr	\$ 33.84	\$ 16,243.20
2.3	Junior Office Automation Specialist				
2.3A	Junior Office Automation Specialist (Regular Hrs)	1,929	Hr	\$ 29.81	\$ 57,503.49
2.3B	Junior Office Automation Specialist (Premium Hrs)	120	Hr	\$ 29.81	\$ 3,577.20
2.4	Computer Operator III				
2.4A	Computer Operator III (Regular Hrs)	7,716	Hr	\$ 22.44	\$ 173,147.04
2.4B	Computer Operator III (Premium Hrs)	200	Hr	\$ 33.66	\$ 6,732.00
2.5	Computer Operator II				
2.5A	Computer Operator II (Regular Hrs)	2,894	Hr	\$ 16.42	\$ 47,519.48
2.5B	Computer Operator II (Premium Hrs)	75	Hr	\$ 24.63	\$ 1,847.25
2.6	Computer Operator I				
2.6A	Computer Operator I (Regular Hrs)	50	Hr	\$ 13.34	\$ 667.00
2.6B	Computer Operator I (Premium Hrs)	1*	Hr	\$ 20.01	\$ 20.01
2.7	Senior Help Desk Specialist				
2.7A	Senior Help Desk Specialist (Regular Hrs)	50	Hr	\$ 33.24	\$ 1,662.00
2.7B	Senior Help Desk Specialist (Premium Hrs)	1*	Hr	\$ 33.24	\$ 33.24
2.8	Journeyman Help Desk Specialist				
2.8A	Journeyman Help Desk Specialist (Regular Hrs)	50	Hr	\$ 20.14	\$ 1,007.00
2.8B	Journeyman Help Desk Specialist (Premium Hrs)	1*	Hr	\$ 20.14	\$ 20.14
2.9	Beginning Help Desk Specialist				
2.9A	Beginning Help Desk Specialist (Regular Hrs)	50	Hr	\$ 13.52	\$ 676.00
2.9B	Beginning Help Desk specialist Specialist (Premium Hrs)	1*	Hr	\$ 13.52	\$ 13.52

ART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (Continued)

2.10 Telecommunications Specialist Level I					
2.10A	Telecommunications Specialist Level I (Regular Hrs)	4,341	Hr	\$ <u>18.65</u>	\$ <u>80,959.65</u>
2.10B	Telecommunications Specialist Level I (Premium Hrs)	25	Hr	\$ <u>27.98</u>	\$ <u>699.50</u>
2.11 Senior Systems Analyst/Programmer					
2.11A	Senior Systems Analyst/Programmer (Regular Hrs)	965	Hr	\$ <u>45.83</u>	\$ <u>44,225.95</u>
2.11B	Senior Systems Analyst/Programmer (Premium Hrs)	25	Hr	\$ <u>45.83</u>	\$ <u>1,145.75</u>
2.12 Systems Analyst/Programmer					
2.12A	Systems Analyst/Programmer (Regular Hrs)	50	Hr	\$ <u>40.01</u>	\$ <u>2,000.50</u>
2.12B	Systems Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>40.01</u>	\$ <u>40.01</u>
2.13 Journeyman Analyst/Programmer					
2.13A	Journeyman Analyst/Programmer (Regular Hrs)	50	Hr	\$ <u>33.84</u>	\$ <u>1,692.00</u>
2.13B	Journeyman Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>33.84</u>	\$ <u>33.84</u>
2.14 Analyst/Programmer					
2.14A	Analyst/Programmer (Regular Hrs)	50	Hr	\$ <u>31.04</u>	\$ <u>1,552.00</u>
2.14B	Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>31.04</u>	\$ <u>31.04</u>
2.15 Junior Analyst/Programmer					
2.15A	Junior Analyst/Programmer (Regular Hrs)	50	Hr	\$ <u>25.38</u>	\$ <u>1,269.00</u>
2.15B	Junior Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>25.38</u>	\$ <u>25.38</u>
16 Database Management Specialist					
16A	Database Management Specialist (Regular Hrs)	50	Hr	\$ <u>37.74</u>	\$ <u>1,887.00</u>
2.16B	Database Management Specialist (Premium Hrs)	1*	Hr	\$ <u>37.74</u>	\$ <u>37.74</u>
2.17	Project Leader	965	Hr	\$ <u>54.24</u>	\$ <u>52,341.60</u>

CLINS 6, 7, 8, 9, 12, 13, 14, 15, and 16 are labor/skill categories that may/may not be required for performance under this contract.
 *The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3. **CONTRACTOR FURNISHED ITEMS**
 The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS paragraph 1.17 (To be reimbursed at contractor's Cost) Estimated \$5,000.00
 G&A may be applied at a rate not to exceed [redacted] Profit shall not be applied.
4. **TRAVEL:** Costs shall be reimbursed to the contractor in accordance with Clause H.6. Estimated \$5,000.00
 G&A may be applied at a rate not to exceed [redacted] Profit shall not be applied.

NOTES: A guaranteed minimum of \$200,000 will be awarded during the period of the base year performance.
 Payment for CLINS 2 through 4 will be in accordance with contract clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts." Payment for CLIN 1 will be made in accordance with either contract clauses entitled "Payments" and "Payments Under Time-and-Materials and Labor-Hour Contracts."

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Office Automation Support Services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	XX	XXX	XXXX	XXXX

(Not applicable to Option Years)

SECOND YEAR (OPTION I)—(October 1, 2000 through September 30, 2001)

		<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Amount</u>
2	<u>DISCIPLINE (SKILL):</u>				
2.1	Senior Office Automation Specialist				
2.1A	Senior Office Automation Specialist (Regular Hrs)	1,929	Hr	\$ 39.30	\$ 75,809.70
2.1B	Senior Office Automation Specialist (Premium Hrs)	120	Hr	\$ 39.30	\$ 4,716.00
2	Office Automation Specialist				
2A	Office Automation Specialist (Regular Hrs)	15,432	Hr	\$ 35.12	\$ 541,971.84
2.2B	Office Automation Specialist (Premium Hrs)	960	Hr	\$ 35.12	\$ 33,715.20
2.3	Junior Office Automation Specialist				
2.3A	Junior Office Automation Specialist (Regular Hrs)	3,858	Hr	\$ 30.94	\$ 119,366.52
2.3B	Junior Office Automation Specialist (Premium Hrs)	240	Hr	\$ 30.94	\$ 7,425.60
2.4	Computer Operator III				
2.4A	Computer Operator III (Regular Hrs)	15,432	Hr	\$ 23.30	\$ 359,565.60
2.4B	Computer Operator III (Premium Hrs)	400	Hr	\$ 34.95	\$ 13,980.00
2.5	Computer Operator II				
2.5A	Computer Operator II (Regular Hrs)	5,787	Hr	\$ 17.04	\$ 98,610.48
2.5B	Computer Operator II (Premium Hrs)	150	Hr	\$ 25.56	\$ 3,834.00
2.6	Computer Operator I				
2.6A	Computer Operator I (Regular Hrs)	100	Hr	\$ 13.85	\$ 1,385.00
2.6B	Computer Operator I (Premium Hrs)	1*	Hr	\$ 20.78	\$ 20.78
2.7	Senior Help Desk Specialist				
2.7A	Senior Help Desk Specialist (Regular Hrs)	100	Hr	\$ 34.50	\$ 3,450.00
2.7B	Senior Help Desk Specialist (Premium Hrs)	1*	Hr	\$ 34.50	\$ 34.50
2.8	Journeyman Help Desk Specialist				
2.8A	Journeyman Help Desk Specialist (Regular Hrs)	100	Hr	\$ 20.90	\$ 2,090.00
2.8B	Journeyman Help Desk Specialist (Premium Hrs)	1*	Hr	\$ 20.90	\$ 20.90
2.9	Beginning Help Desk Specialist				
2.9A	Beginning Help Desk Specialist (Regular Hrs)	100	Hr	\$ 14.03	\$ 1,403.00
2.9B	Beginning Help Desk specialist Specialist (Premium Hrs)	1*	Hr	\$ 14.03	\$ 14.03

ART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (Continued)

<u>2.10</u>	Telecommunications Specialist Level I				
2.10A	Telecommunications Specialist Level I (Regular Hrs)	8,681	Hr	\$ <u>19.42</u>	\$ <u>168,585.02</u>
2.10B	Telecommunications Specialist Level I (Premium Hrs)	50	Hr	\$ <u>29.13</u>	\$ <u>1,456.50</u>
2.11	Senior Systems Analyst/Programmer				
2.11A	Senior Systems Analyst/Programmer (Regular Hrs)	1,929	Hr	\$ <u>47.57</u>	\$ <u>91,762.53</u>
2.11B	Senior Systems Analyst/Programmer (Premium Hrs)	50	Hr	\$ <u>47.57</u>	\$ <u>2,378.50</u>
2.12	Systems Analyst/Programmer				
2.12A	Systems Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>41.53</u>	\$ <u>4,153.00</u>
2.12B	Systems Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>41.53</u>	\$ <u>41.53</u>
2.13	Journeyman Analyst/Programmer				
2.13A	Journeyman Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>35.12</u>	\$ <u>3,512.00</u>
2.13B	Journeyman Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>35.12</u>	\$ <u>35.12</u>
2.14	Analyst/Programmer				
2.14A	Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>32.21</u>	\$ <u>3,221.00</u>
2.14B	Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>32.21</u>	\$ <u>32.21</u>
2.15	Junior Analyst/Programmer				
2.15A	Junior Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>26.34</u>	\$ <u>2,634.00</u>
2.15B	Junior Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>26.34</u>	\$ <u>26.34</u>
<u>16</u>	Database Management Specialist				
16A	Database Management Specialist (Regular Hrs)	100	Hr	\$ <u>39.16</u>	\$ <u>3,916.00</u>
16B	Database Management Specialist (Premium Hrs)	1*	Hr	\$ <u>39.16</u>	\$ <u>39.16</u>
2.17	Project Leader	1,929	Hr	\$ <u>56.14</u>	\$ <u>108,294.06</u>

CLINS 6, 7, 8, 9, 12, 13, 14, 15, and 16 are labor/skill categories that may/may not be required for performance under this contract.
 *The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3. **CONTRACTOR FURNISHED ITEMS**

The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS paragraph 1.17 (To be reimbursed at contractor's Cost)

G&A may be applied at a rate not to exceed [REDACTED]
 Profit shall not be applied.

Estimated \$5,000.00

4. **TRAVEL:** Costs shall be reimbursed to the contractor in accordance with Clause H.6. G&A may be applied at a rate not to exceed [REDACTED]
 Profit shall not be applied.

Estimated \$5,000.00

NOTES: Payment for CLINS 2 through 4 will be in accordance with contract clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts." Payment for CLIN 1 will be made in accordance with either contract clauses entitled "Payments" and "Payments Under Time-and-Materials and Labor-Hour Contracts."

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Office Automation Support Services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	XX	XXX	XXXX	XXXX

(Not applicable to Option Years)

THIRD YEAR (OPTION II)—(October 1, 2001 through September 30, 2002)

		<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Amount</u>
2	<u>DISCIPLINE (SKILL):</u>				
2.1	Senior Office Automation Specialist				
2.1A	Senior Office Automation Specialist (Regular Hrs)	1,929	Hr	\$ <u>40.73</u>	\$ <u>78,568.17</u>
2.1B	Senior Office Automation Specialist (Premium Hrs)	120	Hr	\$ <u>40.73</u>	\$ <u>4,887.60</u>
2	Office Automation Specialist				
2A	Office Automation Specialist (Regular Hrs)	15,432	Hr	\$ <u>36.40</u>	\$ <u>561,724.80</u>
2.2B	Office Automation Specialist (Premium Hrs)	960	Hr	\$ <u>36.40</u>	\$ <u>34,944.00</u>
2.3	Junior Office Automation Specialist				
2.3A	Junior Office Automation Specialist (Regular Hrs)	3,858	Hr	\$ <u>32.06</u>	\$ <u>123,687.48</u>
2.3B	Junior Office Automation Specialist (Premium Hrs)	240	Hr	\$ <u>32.06</u>	\$ <u>7,694.40</u>
2.4	Computer Operator III				
2.4A	Computer Operator III (Regular Hrs)	15,432	Hr	\$ <u>25.15</u>	\$ <u>388,114.80</u>
2.4B	Computer Operator III (Premium Hrs)	400	Hr	\$ <u>37.73</u>	\$ <u>15,092.00</u>
2.5	Computer Operator II				
2.5A	Computer Operator II (Regular Hrs)	5,787	Hr	\$ <u>17.66</u>	\$ <u>102,198.42</u>
2.5B	Computer Operator II (Premium Hrs)	150	Hr	\$ <u>26.49</u>	\$ <u>3,973.50</u>
2.6	Computer Operator I				
2.6A	Computer Operator I (Regular Hrs)	100	Hr	\$ <u>15.19</u>	\$ <u>1,519.00</u>
2.6B	Computer Operator I (Premium Hrs)	1*	Hr	\$ <u>22.79</u>	\$ <u>22.79</u>
2.7	Senior Help Desk Specialist				
2.7A	Senior Help Desk Specialist (Regular Hrs)	100	Hr	\$ <u>35.76</u>	\$ <u>3,576.00</u>
2.7B	Senior Help Desk Specialist (Premium Hrs)	1*	Hr	\$ <u>35.76</u>	\$ <u>35.76</u>
2.8	Journeyman Help Desk Specialist				
2.8A	Journeyman Help Desk Specialist (Regular Hrs)	100	Hr	\$ <u>21.66</u>	\$ <u>2,166.00</u>
2.8B	Journeyman Help Desk Specialist (Premium Hrs)	1*	Hr	\$ <u>21.66</u>	\$ <u>21.66</u>
.9	Beginning Help Desk Specialist				
2.9A	Beginning Help Desk Specialist (Regular Hrs)	100	Hr	\$ <u>14.55</u>	\$ <u>1,455.00</u>
2.9B	Beginning Help Desk specialist Specialist (Premium Hrs)	1*	Hr	\$ <u>14.55</u>	\$ <u>14.55</u>

RT I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (Continued)

2.10 Telecommunications Specialist Level I					
2.10A	Telecommunications Specialist Level I (Regular Hrs)	8,681	Hr	\$ <u>20.10</u>	\$ <u>174,488.10</u>
2.10B	Telecommunications Specialist Level I (Premium Hrs)	50	Hr	\$ <u>30.15</u>	\$ <u>1,507.50</u>
2.11 Senior Systems Analyst/Programmer					
2.11A	Senior Systems Analyst/Programmer (Regular Hrs)	1,929	Hr	\$ <u>49.29</u>	\$ <u>95,080.41</u>
2.11B	Senior Systems Analyst/Programmer (Premium Hrs)	50	Hr	\$ <u>49.29</u>	\$ <u>2,464.50</u>
2.12 Systems Analyst/Programmer					
2.12A	Systems Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>43.04</u>	\$ <u>4,304.00</u>
2.12B	Systems Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>43.04</u>	\$ <u>43.04</u>
2.13 Journeyman Analyst/Programmer					
2.13A	Journeyman Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>36.40</u>	\$ <u>3,640.00</u>
2.13B	Journeyman Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>36.40</u>	\$ <u>36.40</u>
2.14 Analyst/Programmer					
2.14A	Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>33.38</u>	\$ <u>3,338.00</u>
2.14B	Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>33.38</u>	\$ <u>33.38</u>
2.15 Junior Analyst/Programmer					
2.15A	Junior Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>27.29</u>	\$ <u>2,729.00</u>
2.15	Junior Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>27.29</u>	\$ <u>27.29</u>
6 Database Management Specialist					
2.16A	Database Management Specialist (Regular Hrs)	100	Hr	\$ <u>40.59</u>	\$ <u>4,059.00</u>
2.16B	Database Management Specialist (Premium Hrs)	1*	Hr	\$ <u>40.59</u>	\$ <u>40.59</u>
2.17	Project Leader	1,929	Hr	\$ <u>58.10</u>	\$ <u>112,074.90</u>

CLINS 6, 7, 8, 9, 12, 13, 14, 15, and 16 are labor/skill categories that may/may not be required for performance under this contract.
 *The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3. **CONTRACTOR FURNISHED ITEMS**
 The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS paragraph 1.17 (To be reimbursed at contractor's Cost) Estimated **\$5,000.00**
 G&A may be applied at a rate not to exceed [REDACTED]
 Profit shall not be applied.
4. **TRAVEL:** Costs shall be reimbursed to the contractor in accordance with Clause H.6. Estimated **\$5,000.00**
 G&A may be applied at a rate not to exceed [REDACTED]
 Profit shall not be applied.

NOTES: Payment for CLINS 2 through 4 will be in accordance with contract clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts." Payment for CLIN 1 will be made in accordance with either contract clauses entitled "Payments" and "Payments Under Time-and-Materials and Labor-Hour Contracts."

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Office Automation Support Services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	XX	XXX	XXXX	XXXX

(Not applicable to Option Years)

FOURTH YEAR (OPTION III)—(October 1, 2002 through September 30, 2003)

		<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Amount</u>
2	<u>DISCIPLINE (SKILL):</u>				
2.1	Senior Office Automation Specialist				
2.1A	Senior Office Automation Specialist (Regular Hrs)	1,929	Hr	\$ <u>42.18</u>	\$ <u>81,365.00</u>
2.1B	Senior Office Automation Specialist (Premium Hrs)	120	Hr	\$ <u>42.18</u>	\$ <u>5,061.60</u>
2.2	Office Automation Specialist				
2.2A	Office Automation Specialist (Regular Hrs)	15,432	Hr	\$ <u>37.69</u>	\$ <u>581,632.08</u>
2.2B	Office Automation Specialist (Premium Hrs)	960	Hr	\$ <u>37.69</u>	\$ <u>36,182.40</u>
2.3	Junior Office Automation Specialist				
2.3A	Junior Office Automation Specialist (Regular Hrs)	3,858	Hr	\$ <u>33.21</u>	\$ <u>128,124.18</u>
2.3B	Junior Office Automation Specialist (Premium Hrs)	240	Hr	\$ <u>33.21</u>	\$ <u>7,970.40</u>
2.4	Computer Operator III				
2.4A	Computer Operator III (Regular Hrs)	15,432	Hr	\$ <u>25.85</u>	\$ <u>398,917.20</u>
2.4B	Computer Operator III (Premium Hrs)	400	Hr	\$ <u>38.78</u>	\$ <u>15,512.00</u>
2.5	Computer Operator II				
2.5A	Computer Operator II (Regular Hrs)	5,787	Hr	\$ <u>18.70</u>	\$ <u>108,216.90</u>
2.5B	Computer Operator II (Premium Hrs)	150	Hr	\$ <u>28.05</u>	\$ <u>4,207.50</u>
2.6	Computer Operator I				
2.6A	Computer Operator I (Regular Hrs)	100	Hr	\$ <u>15.39</u>	\$ <u>1,539.00</u>
2.6B	Computer Operator I (Premium Hrs)	1*	Hr	\$ <u>23.09</u>	\$ <u>23.09</u>
2.7	Senior Help Desk Specialist				
2.7A	Senior Help Desk Specialist (Regular Hrs)	100	Hr	\$ <u>37.03</u>	\$ <u>3,703.00</u>
2.7B	Senior Help Desk Specialist (Premium Hrs)	1*	Hr	\$ <u>37.03</u>	\$ <u>37.03</u>
2.8	Journeyman Help Desk Specialist				
2.8A	Journeyman Help Desk Specialist (Regular Hrs)	100	Hr	\$ <u>22.44</u>	\$ <u>2,244.00</u>
2.8B	Journeyman Help Desk Specialist (Premium Hrs)	1*	Hr	\$ <u>22.44</u>	\$ <u>22.44</u>
2.9	Beginning Help Desk Specialist				
2.9A	Beginning Help Desk Specialist (Regular Hrs)	100	Hr	\$ <u>15.05</u>	\$ <u>1,505.00</u>
2.9B	Beginning Help Desk Specialist (Premium Hrs)	1*	Hr	\$ <u>15.05</u>	\$ <u>15.05</u>

PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (Continued)

2.10 Telecommunications Specialist Level I					
2.10A	Telecommunications Specialist Level I (Regular Hrs)	8,681	Hr	\$ <u>20.80</u>	\$ <u>180,564.80</u>
2.10B	Telecommunications Specialist Level I (Premium Hrs)	50	Hr	\$ <u>31.20</u>	\$ <u>1,560.00</u>
2.11 Senior Systems Analyst/Programmer					
2.11A	Senior Systems Analyst/Programmer (Regular Hrs)	1,929	Hr	\$ <u>51.05</u>	\$ <u>98,475.45</u>
2.11B	Senior Systems Analyst/Programmer (Premium Hrs)	50	Hr	\$ <u>51.05</u>	\$ <u>2,552.50</u>
2.12 Systems Analyst/Programmer					
2.12A	Systems Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>44.56</u>	\$ <u>4,456.00</u>
2.12B	Systems Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>44.56</u>	\$ <u>44.56</u>
2.13 Journeyman Analyst/Programmer					
2.13A	Journeyman Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>37.69</u>	\$ <u>3,769.00</u>
2.13B	Journeyman Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>37.69</u>	\$ <u>37.69</u>
2.14 Analyst/Programmer					
2.14A	Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>34.57</u>	\$ <u>3,457.00</u>
2.14B	Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>34.57</u>	\$ <u>34.57</u>
2.15 Junior Analyst/Programmer					
2.15A	Junior Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>28.27</u>	\$ <u>2,827.00</u>
2.15B	Junior Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>28.27</u>	\$ <u>28.27</u>
2.16 Database Management Specialist					
2.16A	Database Management Specialist (Regular Hrs)	100	Hr	\$ <u>42.04</u>	\$ <u>4,204.00</u>
2.16B	Database Management Specialist (Premium Hrs)	1*	Hr	\$ <u>42.04</u>	\$ <u>42.04</u>
2.17	Project Leader	1,929	Hr	\$ <u>60.14</u>	\$ <u>116,010.06</u>

CLINS 6, 7, 8, 9, 12, 13, 14, 15, and 16 are labor/skill categories that may/may not be required for performance under this contract.

*The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3. CONTRACTOR FURNISHED ITEMS

The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS paragraph 1.17 (To be reimbursed at contractor's Cost) Estimated \$5,000.00

G&A may be applied at a rate not to exceed [redacted]
Profit shall not be applied.

4. TRAVEL: Costs shall be reimbursed to the contractor in accordance with Clause H.6. Estimated \$5,000.00

G&A may be applied at a rate not to exceed [redacted]
Profit shall not be applied.

NOTES: Payment for CLINS 2 through 4 will be in accordance with contract clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts." Payment for CLIN 1 will be made in accordance with either contract clauses entitled "Payments" and "Payments Under Time-and-Materials and Labor-Hour Contracts."

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Office Automation Support Services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	XX	XXX	XXXX	XXXX

(Not applicable to Option Years)

FIFTH YEAR (OPTION IV)—(October 1, 2003 through September 30, 2004)

		<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Amount</u>
2	<u>DISCIPLINE (SKILL):</u>				
2.1	Senior Office Automation Specialist				
2.1A	Senior Office Automation Specialist (Regular Hrs)	1,929	Hr	\$ 43.66	\$ 84,220.14
2.1B	Senior Office Automation Specialist (Premium Hrs)	120	Hr	\$ 43.66	\$ 5,239.20
2	Office Automation Specialist				
2.A	Office Automation Specialist (Regular Hrs)	15,432	Hr	\$ 39.01	\$ 602,002.32
2.2B	Office Automation Specialist (Premium Hrs)	960	Hr	\$ 39.01	\$ 37,449.60
2.3	Junior Office Automation Specialist				
2.3A	Junior Office Automation Specialist (Regular Hrs)	3,858	Hr	\$ 34.38	\$ 132,638.04
2.3B	Junior Office Automation Specialist (Premium Hrs)	240	Hr	\$ 34.38	\$ 8,251.20
2.4	Computer Operator III				
2.4A	Computer Operator III (Regular Hrs)	15,432	Hr	\$ 27.97	\$ 431,633.04
2.4B	Computer Operator III (Premium Hrs)	400	Hr	\$ 41.96	\$ 16,784.00
2.5	Computer Operator II				
2.5A	Computer Operator II (Regular Hrs)	5,787	Hr	\$ 20.23	\$ 117,071.01
2.5B	Computer Operator II (Premium Hrs)	150	Hr	\$ 30.35	\$ 4,552.50
2.6	Computer Operator I				
2.6A	Computer Operator I (Regular Hrs)	100	Hr	\$ 16.67	\$ 1,667.00
2.6B	Computer Operator I (Premium Hrs)	1*	Hr	\$ 25.01	\$ 25.01
2.7	Senior Help Desk Specialist				
2.7A	Senior Help Desk Specialist (Regular Hrs)	100	Hr	\$ 38.32	\$ 3,832.00
2.7B	Senior Help Desk Specialist (Premium Hrs)	1*	Hr	\$ 38.32	\$ 38.32
2.8	Journeyman Help Desk Specialist				
2.8A	Journeyman Help Desk Specialist (Regular Hrs)	100	Hr	\$ 23.22	\$ 2,322.00
2.8B	Journeyman Help Desk Specialist (Premium Hrs)	1*	Hr	\$ 23.22	\$ 23.22
2.9	Beginning Help Desk Specialist				
2.9A	Beginning Help Desk Specialist (Regular Hrs)	100	Hr	\$ 15.58	\$ 1,558.00
2.9B	Beginning Help Desk specialist Specialist (Premium Hrs)	1*	Hr	\$ 15.58	\$ 15.58

RT I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (Continued)

2.10	Telecommunications Specialist Level I				
2.10A	Telecommunications Specialist Level I (Regular Hrs)	8,681	Hr	\$ <u>21.53</u>	\$ <u>186,901.93</u>
2.10B	Telecommunications Specialist Level I (Premium Hrs)	50	Hr	\$ <u>32.30</u>	\$ <u>1,615.00</u>
2.11	Senior Systems Analyst/Programmer				
2.11A	Senior Systems Analyst/Programmer (Regular Hrs)	1,929	Hr	\$ <u>52.83</u>	\$ <u>101,909.07</u>
2.11B	Senior Systems Analyst/Programmer (Premium Hrs)	50	Hr	\$ <u>52.83</u>	\$ <u>2,641.50</u>
2.12	Systems Analyst/Programmer				
2.12A	Systems Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>46.13</u>	\$ <u>4,613.00</u>
2.12B	Systems Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>46.13</u>	\$ <u>46.13</u>
2.13	Journeyman Analyst/Programmer				
2.13A	Journeyman Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>39.01</u>	\$ <u>3,901.00</u>
2.13B	Journeyman Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>39.01</u>	\$ <u>39.01</u>
2.14	Analyst/Programmer				
2.14A	Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>35.78</u>	\$ <u>3,578.00</u>
2.14B	Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>35.78</u>	\$ <u>35.78</u>
2.15	Junior Analyst/Programmer				
2.15A	Junior Analyst/Programmer (Regular Hrs)	100	Hr	\$ <u>29.26</u>	\$ <u>2,926.00</u>
2.15B	Junior Analyst/Programmer (Premium Hrs)	1*	Hr	\$ <u>29.26</u>	\$ <u>29.26</u>
6	Database Management Specialist				
2.16A	Database Management Specialist (Regular Hrs)	100	Hr	\$ <u>43.51</u>	\$ <u>4,351.00</u>
2.16B	Database Management Specialist (Premium Hrs)	1*	Hr	\$ <u>43.51</u>	\$ <u>43.51</u>
2.17	Project Leader	1,929	Hr	\$ <u>62.24</u>	\$ <u>120,060.96</u>

CLINS 6, 7, 8, 9, 12, 13, 14, 15, and 16 are labor/skill categories that may/may not be required for performance under this contract.
 *The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3. **CONTRACTOR FURNISHED ITEMS**
 The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS paragraph 1.17 (To be reimbursed at contractor's Cost) Estimated \$5,000.00
 G&A may be applied at a rate not to exceed [redacted]
 Profit shall not be applied.

4. **TRAVEL:** Costs shall be reimbursed to the contractor in accordance with Clause H.6. Estimated \$5,000.00
 G&A may be applied at a rate not to exceed [redacted]
 Profit shall not be applied.

NOTES: Payment for CLINS 2 through 4 will be in accordance with contract clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts." Payment for CLIN 1 will be made in accordance with either contract clauses entitled "Payments" and "Payments Under Time-and-Materials and Labor-Hour Contracts."

PART I - SECTION C
SCOPE OF WORK

C.1 SCOPE OF WORK

The contractor shall furnish all personnel and when required, space, materials, equipment, and supplies to provide Office Automation Support Services described in the Performance Work Statement (PWS), at Section J, Attachment 1, and the terms, conditions and provisions included herein. Services shall be ordered by the FAA Contracting Officer in accordance with H.1, herein.

PART I - SECTION D
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, or as otherwise designated in the specific task order.

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

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

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

(Applicable to CLIN 1 of Section B)

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

3.10.4-16 Responsibility for Supplies (April 1996) (Applicable to CLIN 3 of Section B)

3.10.4-24 Year 2000 Warranty - Services (November 1997)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 CONTRACT PERIOD**CLA.1604**

The effective period of this contract is estimated to be from February 16, 2000, or date of award, whichever is later, through September 30, 2000.

F.2 PHASE-IN PERIOD AND PERIOD OF PERFORMANCE

This contract contemplates a phase-in period beginning one day after contract award and ending April 23, 2000, followed by the basic period of performance beginning April 24, 2000. The basic period of performance is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event award is not made as anticipated, the Government may alter the phase-in period, or the Government may reduce the basic contract period, and or/option contract periods.

F.3 DELIVERY SCHEDULE

All deliverables shall be in accordance with the provisions set forth in the Performance Work Statement as further defined by the individual task assignments issued during the term of the contract.

F.4 PLACE OF PERFORMANCE

The principal place of performance shall be the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, unless otherwise designated by specific task order.

**F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER
SCHEDULE (JAN 1997)****CLA.1137**

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

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

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

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

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

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

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

**PART I - SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 ACCOUNTING AND APPROPRIATION DATA (JAN 1997) CLA.0502

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

G.2 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

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

G.3 INVOICING PROCEDURES - GENERAL

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

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) One copy to: FAA, Mike Monroney Aeronautical Center
(Individual Task Managers—Identified upon contract award)
P.O. Box 25082
Oklahoma City, OK 73125
- (3) One copy to: FAA, Mike Monroney Aeronautical Center
NAS, A & F Acquisition Division (AMQ-200)
P.O. Box 25082
Oklahoma City, OK 73125
- (4) One copy to: FAA, Mike Monroney Aeronautical Center
Program and Resource Management Division (AMI-100)
P.O. Box 25082
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Task/Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
 - (4) Hours by employee by labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee (furnish to AMI-100, AMQ-200, and Task Managers).
 - (5) The cumulative hours by category billed and paid on the current Task/Delivery Order.

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

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. 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.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

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

H.2 TASK/DELIVERY ORDER PROCESSING

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

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

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

(2) Contractor will submit a task proposal to the Contracting Officer's Representative within 5 workdays including:

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

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

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

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

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 20 workdays to commence work under any task order which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

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

H.3 CEILING PRICE

(a) A "ceiling price" (see H.2, Task/Delivery Order Processing) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

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

H.4 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS

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

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

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a task/delivery by way of a "Change to Order" (Optional Form 347--Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective

task/delivery order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.5 DIRECT HOURLY LABOR RATE (JAN 1997) (CLIN 2)

CLA.0125

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

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

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

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

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

NOTE:

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

EXAMPLE

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

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

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00
 Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

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

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59
 Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),
 Adjustment 5% (98%-93%)
 Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),
 Adjustment 0% (98%-99%)
 Credit to Government \$-0- ($\$137,600 \times 0\%$)

H.6 TRAVEL COSTS

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract. Travel must be authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the Federal Travel Regulations, FPMR 101-7 as amended, issued by the General Services Administration (GSA). Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel. The provisions of the Foreign Service Act of 1980 shall govern any travel outside the United States, the Commonwealth of Puerto Rico and U.S. territories and possessions.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses may be subject to indirect costs, e.g., overhead and G&A, in accordance with the contractor's accounting system.

H.7 PHASE-IN

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a phase-in period, the purpose of which is to:

- (1) Observe work accomplishment by the incumbent contractor;
- (2) Become thoroughly familiar with work requirements, work procedures, and status of all tasks;
- (3) Complete training requirements and accomplish necessary training of contractor employees; and
- (4) Obtain identification badges for contractor employees.

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

(c) At the beginning of full contract performance, the contractor shall assume responsibility for all tasks.

H.8 PHASE-OUT

(a) In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, and PWS paragraph 1.20.

(b) With regard to a successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.9 TRANSITION REQUIREMENTS

(a) Approximately 26 employees currently working on the FIP Support Services contract (Contract No. DTFA-02-95-D-95305) may transition to this follow-on contract as that contract expires or task/delivery orders are completed.

(b) Transition:

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

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

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

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

H.10 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to PWS paragraph 1.8 within two weeks after contract award. This QCP shall be approved by the Contracting Officer prior to performance of the contract IAW the PWS.

H.11 STRIKE CONTINGENCY PLAN

The contractor shall submit a "final" Strike Contingency Plan (SCP) to the Contracting Officer pursuant to PWS paragraph 1.21 within two weeks after contract award. The SCP will ensure continuity of all operations in the event of a strike by contractor personnel. Contractor operations under a SCP shall be at no additional cost to the Government.

H.12 RESERVED

H.13 TEAMING/SUBCONTRACT ARRANGEMENTS

(a) As may be applicable, the term "Contractor Team Arrangements (Teaming)" means an arrangement in which--(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractor(s) under this contract. Under a teaming arrangement all labor charges from the prime and subcontractor(s) shall be considered and billed by the prime contractor at the labor categories and rates set forth under CLIN 2. Subcontract effort (see (b) below) resulting from CLINs 3 and 4 incurred by the teaming contractors will also be billed by the prime. *(NOTE: Should a teaming arrangement result, such an arrangement does not limit the rights of the FAA to--require consent to subcontracts (see AMS Clause 3.10.2-3); determine on the basis of the stated contractor team arrangement, the responsibility of the prime contractor; provide the prime contractor data rights owned*

or controlled by the FAA; and, hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractor(s).)

(b) "Subcontract" means, for purpose of this contract, subcontract effort required outside any teaming arrangement.

H.14 STAFFING/RESOURCE UTILIZATION

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

H.15 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001)

CLA.0069

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

H.16 RESERVED

H.17 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

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

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the

**H.18 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

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

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

**H.19 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT
EMPLOYEES (SEP 1998)**

CLA.4527

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

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

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

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

**H.20 AERONAUTICAL CENTER REGULATIONS
(JAN 1997)**

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting the worksite, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at the Mike Monroney Aeronautical Center/Will Rogers World Airport.

H.21 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

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

H.22 LIABILITY INSURANCE (JAN 1997)

(REV) CLA.3212

(a) Pursuant to AMS 3.4.1-12, Insurance, the insurance required of the contract during contract performance is:

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

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

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

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

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

(d) Certificate holder address:

FAA, NAS Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

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

H.23 RESERVED**H.24 SAFETY AND HEALTH (JAN 1997)**

CLA.0090

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

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

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

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA

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

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

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

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

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

H.25 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

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

H.26 CONTRACTOR TESTIMONY

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

H.27 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

H.28 YEAR 2000 WARRANTY (FAA AERONAUTICAL CENTER) (AUG 1997) CLA.1406

The contractor warrants that each Commercial and Non-Commercial hardware, software, and firmware product delivered under this contract, except those listed below, shall be able to: 1) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor and; 2) properly exchange Year 2000 Compliant date data with all listed products used in combination with unlisted products (e.g. hardware, software, firmware). If the contract requires that specific products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's or producer's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any non-listed product/system whose non-compliance is discovered and made known to the contractor in writing before the later of ninety (90) days after January 1, 2000 or acceptance. Non compliant items not fixed or replaced within 30 days after contractor's receipt of notice of noncompliance will be repaired or replaced for compliance at the contractor's expense. The 30-day period to bring the products into compliance may be extended only by written notice from and at the sole discretion of the Government, based on a written compliance plan provided by the contractor within the 30-day correction period. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

Non Compliance List:

Not Applicable

H.29 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (DECEMBER 2002) (AS REVISED 7/25/01) CLA.4543

(a) **Definitions.**

- (1) **Access** - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.
- (2) **Classified information** - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified

National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

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

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

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

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

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

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

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

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

Position	Risk Level
CON-084 LAN/WAN Administrator	6
CON-085 LAN Administrator	6
CON-086 Database Administrator	6
✓ CON-087 Program Analyst	5
✓ CON-088 Programmer	5
✓ CON-089 Computer Analyst	5
CON-091 Database Administrator	5
CON-092 LAN Administrator	5
✓ CON-093 Computer Operator	5

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

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

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

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

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

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

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

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

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

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

NONE

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

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

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN,

termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

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

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

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

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

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

H.30 SECURITY FORMS SUBMITTAL REQUIREMENTS (DEC 2002) CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.14-2 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

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

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

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

H.31 QUALIFICATIONS OF EMPLOYEES (DEC 2002) CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.32 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL

CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" (attch 5a) within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The contractor shall contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" (attch 5a) within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues" (attch 5b). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver

to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.33

GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (DEC 2002)

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Representative (COR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the Task Manager who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COR, the Task Manager, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

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

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled 3.14-2 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO, COR, or the Task Manager. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled 3.14-2 Contractor Personnel Suitability Requirements, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

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

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

H.34 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (DEC 2002) CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.14-2 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

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

**PART II - SECTION I
CONTRACT CLAUSES****3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)**

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

3.2.2.3-30 Termination of Defined Benefit Pension Plans (April 1996)**3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)****3.2.2.3-33 Order of Precedence (January 1999)****3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)****3.2.5-1 Officials Not to Benefit (April 1996)****3.2.5-3 Gratuities or Gifts (January 1999)****3.2.5-4 Contingent Fees (October 1996)****3.2.5-5 Anti-Kickback Procedures (October 1996)****3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)****3.2.5-11 Drug Free Workplace (April 1996)****3.3.1-1 Payments (April 1996) (CLIN 1)****3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)****3.3.1-6 Discounts for Prompt Payment (April 1996)****3.3.1-7 Limitation on Withholding of Payments (April 1996)****3.3.1-8 Extras (April 1996)****3.3.1-9 Interest (April 1996)****3.3.1-10 Availability of Funds (April 1996)****3.3.1-15 Assignment of Claims (April 1996)****3.3.1-17 Prompt Payment (August 1998)****3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (October 1996)****3.3.2-1 FAA Cost Principles (October 1996)****3.4.1-11 Insurance--Liability to Third Persons (October 1996)****3.4.1-12 Insurance (July 1996)****3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)****3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)****3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)****3.5-3 Patent Indemnity (April 1996)****3.5-13 Rights in Data--General (October 1996)****3.6.2-2 Convict Labor (April 1996)****3.6.2-9 Equal Opportunity (August 1998)****3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)****3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)****3.6.2-13 Affirmative Action for Handicapped Workers (January 1998)****3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**

- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.7-1 Privacy Act Notification (October 1996)
- 3.7-2 Privacy Act (October 1996)
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-12 Changes--Fixed-Price (Alternate I) (April 1996) (CLIN 1)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)

3.2.2.3-39 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (June 1999)

Exceptions from cost or pricing data.

(a) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments on the date of the agreement on price or date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(1) Information relative to an exception granted for prior or repetitive acquisitions.

(2) Catalog price information as follows:

(i) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(ii) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller

(iii) Additionally, for each catalog item that exceeds \$25,000, provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(3) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should

be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

(4) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(5) Information on modifications of contracts or subcontracts for commercial items

(i) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(ii) For a commercial items, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(b) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or price information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(c) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(d) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data as specified in the Appendix to Toolbox Guidance Section T.3.2.3, "Cost and Pricing Methodology".

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data as described in the Appendix to Toolbox Guidance Section 3.2.3, "Cost and Price Methodology". (End of Clause)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

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

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

3.2.4-17 Order Limitations (October 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$1,000,000;
 - (2) Any order for a combination of items in excess of \$2,500,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of Clause)

3.2.4-20 Indefinite-Quantity (July 1996)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the date established for expiration of the final contract term. (End of clause)

3.2.4-34 Option to Extend Services (April 1996)

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

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

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

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

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

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

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

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (August 1998)

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

- (1) SIC code 7379 is specifically included in the offeror's approved business plan;
- (2) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

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

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

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

(2) The contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party. (End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
Senior Office Automation Specialist, FG-334-13	\$27.38
Office Automation Specialist, FG-334-12	\$23.02
Junior Office Automation Specialist, FG-334-11	\$19.21
Computer Operator III, FG-334-9	\$15.88
Computer Operator II, FG-334-7	\$12.98
Computer Operator I, FG-334-5	\$10.48
Senior Help Desk Specialist, FG-334-9	\$15.88
Journeyman Help Desk Specialist, FG-334-7	\$12.98
Beginning Help Desk Specialist, FG-334-5	\$10.48
Telecommunications Specialist I, FG-334-5	\$10.48
Senior Systems Analyst/Programmer, FG-334-13	\$27.38
Systems Analyst/Programmer, FG-334-12	\$23.02
Journeyman Analyst/Programmer, FG-334-12	\$23.02
Analyst/Programmer, FG-334-11	\$19.21
Junior Analyst/Programmer, FG-334-11	\$19.21
Database Management Specialist, FG-334-13	\$27.38

3.8.2-11 Continuity of Services (April 1996) (R)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 30 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

3.8.2-17 Key Personnel and Facilities (July 1996)

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

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

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

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

Richard M. McMurray _____

 [List key personnel and/or facilities]
 (End of clause)

3.9.1-1 Contract Disputes (August 1999)

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

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

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

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute; (2) The contract number and the name of the Contracting Officer;

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

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

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

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

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

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
400 7th Street, S.W., Room 8332
Washington, DC 20590
Telephone: (202) 366-6400, Facsimile: (202) 366-7400; or
(2) other address as specified in 14 CFR Part 17.
- (e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
- (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
- (h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
- (i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.
- (j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>. (End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause. (End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement	3/28/02	22
2	Negotiated Direct Hourly Labor Rates	N/A	1
3	<i>U.S. Department of Labor Wage Determination No. 1994-2432 (Revision No. 15)</i>	8/14/2003	9
4	Skill Category Designation (Exempt/Nonexempt)	Undated	1
5a	Screening Standards – Contractor	Jul 2001	1
5b	Adjudicative Standards: Issues	Jul 2001	1

Last Mod: Mod: 3, Mod: 4, Mod: 7, Mod: 9, Mod: 12

PERFORMANCE WORK STATEMENT

SECTION 1

GENERAL

1.1 **SCOPE OF WORK**. The contractor shall effectively administer, manage, and perform the contract specifically defined in this Performance Work Statement (PWS). The contract is to be performed using facilities and materials provided by the Government. Contract personnel will be performing work as required to accomplish the mission of the Office of Information Services (AMI). Services will be principally performed at the Mike Monroney Aeronautical Center (MMAC), Oklahoma City, Oklahoma. An on-site representative of the contractor will perform supervision. The contractor shall be responsible for all applicable directives, orders, regulations, specifications, etc., provided by the Government, in support of this contract.

1.2 **PERSONNEL**

1.2.1 **PROJECT LEADER**. The contractor shall provide a project leader who will be responsible for the performance of the work specified in accordance with the terms and conditions of this contract. The project leader will be on-site and have full authority to act for the contractor. The project leader shall have a general knowledge of office automation operations; i.e., Personal Computer (PC) help desk operations and support, Local Area Network (LAN) server network administration, office automation desktop support for PC hardware and software and computer hardware repair, problem resolution and maintenance. The project leader must be able to read, write, speak and understand English.

1.2.2 **CONTRACT PERSONNEL RECRUITMENT**. Contract personnel shall be required to perform duties requiring a security investigation. The investigation will consist of a National Agency Check and Investigation (NACI), Minimum Background Investigation (MBI), Limited Background Investigation (LBI), or a Single Scope Background Investigation (SBI). The scope of the investigation required and the forms to be completed shall be determined in accordance with FAA Order 1600.1C, Personnel Security Program. The contractor shall be responsible for the preparation and submittal of the required forms to the COR. The contract personnel shall not be required nor permitted to perform these duties prior to receipt of the required approval unless a temporary waiver is granted.

1.3 **ADMINISTRATIVE, MANAGERIAL, AND SUPERVISORY**. The contractor shall provide contract services with qualified personnel with administrative, managerial, and supervisory capabilities to assure the effective performance of the contract. Qualifications of personnel are subject to government review.

1.4 **CONTRACT PERSONNEL SUPERVISION**. The contractor shall provide sufficient on-site supervision to monitor the work assignments of contract personnel. At no time shall contract personnel be supervised by the Government.

1.5 **EMPLOYEE LABOR CATEGORIES**. The contractor shall provide employees for the defined categories of labor (see Section 5). The contractor shall fill any vacancies within 20 working days after the vacancies occur or task request(s) are officially submitted, or provide a written statement to the CO and COR stating the reason(s) for not meeting the placement criteria with stated corrective actions to timely meet future employee placements. The Government reserves the right to award a task(s) to another vendor based on the criticality of the task and if it is the best interest of the Government.

1.6 **EMPLOYEE TRAINING.** The contractor shall furnish fully trained personnel and be required to have an ongoing training program. When advantageous to the Government, training may be provided by the Government at no cost to the contractor or paid for by the contractor and reimbursed by the Government. Reimbursement of Government-paid training costs will be required if a contract employee does not remain in the position for a year from the date of training.

1.7 **EMPLOYEE QUALIFICATIONS.** Contract employees shall have the knowledge and skills necessary to perform the specific functions of the requested task. The contractor shall furnish proof of employee's qualifications via resumes or written certification, which is subject to review and concurrence by the Government. Contract employees not meeting minimum qualifications shall not be considered prior to completing the requirements outlined in Section 5.

1.8 **QUALITY CONTROL PLAN (QCP).** The contractor shall establish and maintain a complete QCP to assure the requirements of the functions are provided as specified. Two copies of the contractor's final QCP shall be provided to the Contracting Officer (CO) and COR not later than two weeks after contract award. Updated copies must be provided to the CO and COR as changes occur. The QCP plan shall include the following:

a. An inspection system covering all services listed in Section 5, Scope of Work. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how the stated level of performance is to be assessed, how often inspections will be accomplished, and the title of the individual(s) who perform the inspections.

b. The methods for identifying and preventing defective work in the quality of services performed, before the level of performance becomes unacceptable.

c. Onsite records of all inspections conducted by the contractor and necessary corrective actions taken. This documentation shall be made available to the designated Government representative(s).

d. All documentation including, but not limited to, records, schedules, charts, listings, drafts, diagrams, etc., developed by the contractor become the property of the Government and shall remain so even upon termination of this contract. The contractor shall be responsible for keeping these items current at all times in a logical, orderly fashion. Documentation and records will be turned over to the Government upon request or a completion of the task.

1.9 **QUALITY ASSURANCE.** The Government will evaluate the contractor's performance under this contract in accordance with AMI's Quality Assurance policies and processes. The Government will record all surveillance. When an observation indicates defective performance, the Government representative will request the contractor's representative initial the observation report. Remedies for defective performance will be governed by Clause 3.10.4-5, Inspection—Time-and-Material and Labor-Hour. Failure to agree as to what constitutes defective performance under this clause shall be handled under the procedures of the Disputes clause included in this contract.

1.10 **TASK REVIEW MEETINGS.** The project leader shall be required to meet, at the discretion of the CO or COR, with the CO, COR and/or COTR during the term of the task. The contractor may request a meeting with the COTR whenever the contractor deems necessary. Written minutes of these meetings shall be prepared by the Government and shall be made available to all participants within five working days after the meeting.

1.11 **PHYSICAL SECURITY.** The contractor shall be responsible for safeguarding all Government property for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.12 HOURS OF OPERATIONS. The contractor shall maintain a forty-hour workweek. A normal workweek is considered to be Monday through Friday, between the hours of 0600 to 1800. Shift work may be required (i.e., Sunday through Thursday or Tuesday through Saturday) but only after written notification is given. During shift work, hours may vary but the core hours of work will occur between 0600 to 1800. Specific tasks may require variations from the normal workweek; i.e., 24 hours per day, 7 days a week, 52 weeks per year, 365/366 days per year. Contractor staff may be required to work rotating/non-standard schedules to assure task coverage when other contract employees are off or have to be away from the work place.

a. **Premium Time Directed by the Government.** Premium time will be necessary on occasion as requested by the COTR and authorized by the COR. The Government will direct premium time only when absolutely necessary to meet work requirements. This will include emergency callback times. Response times will be specified in each task's statement of work. Premium time will be paid at the regular rate specified in Schedule B of the solicitation. For those employees covered by a Department of Labor (DOL) Wage Determination, premium time will be paid in accordance with the applicable DOL wage determination.

b. **Premium Time Requested by the Contractor.** In the event the contractor deems premium time necessary to meet work requirements, the contractor shall submit a written request to the COTR with coordination through the COR and CO. The written request must identify in detail what product or service requires premium time, how many work-hours are required, and for what segment of the organization the work is being performed. The CO shall approve all requests by the contractor for premium time in writing before any premium time is allowed. Premium time will be paid at the regular rate specified in Section B of the solicitation. For those employees covered by a Department of Labor (DOL) wage determination, premium time will be paid in accordance with the applicable DOL wage determination.

1.13 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE. Generally, the contractor shall not be required to work nor will payment be made by the Government on holidays. The following is a list of Federal holidays:

- a. New Year's Day, January 1
- b. Martin Luther King's birthday, the third Monday in January
- c. President's Day, the third Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veteran's Day, November 11
- i. Thanksgiving Day, the fourth Thursday in November
- j. Christmas Day, December 25
- k. Any other day designated by Federal statute, executive order, or presidential

proclamation.

1. Local determinations relating to adverse weather conditions, national emergencies, energy conservation, etc., may require the Center to close. During such periods of closure, the contractor will not be compensated.

1.14 EMPLOYEE IDENTIFICATION. Each contract personnel shall be issued a contractor identification card identifying that individual as a contractor employee.

1.15 CONSERVATION OF UTILITIES. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the contractor or by contractor employees unless authorized.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

1.16 TRAVEL

1.16.1 Travel expenses shall be authorized for this PWS. The provisions of the Federal Travel Regulations (FPMR 101-7), issued by the General Services Administration (GSA) (Order DOT 1500.6A), will be used as a guideline for establishing allowable reimbursement costs for all travel within the 50 states, the District of Columbia, the Commonwealth of Puerto Rico and the territories and possessions of the United States. The provisions of the Foreign Service Act of 1980 shall govern any travel outside the areas listed above.

1.16.2 The Government will reimburse actual travel costs provided that such costs are reasonable and necessary. Prior written approval is required if actual costs exceed the travel rates established by GSA. NOTE: The contractor should limit such expenses to the extent of a prudent person traveling on personal business at his/her own travel expense. Expenses, which are determined to be unnecessary or unreasonable, will be borne by the contractor.

1.17 OFF-SITE SPACE REQUIREMENTS. In the event adequate space is not available to house the personnel required for specific task(s) and with approval and authorization from the Government, the contractor shall provide the required space including all utilities, telephone, janitorial services, etc.; workstations; associated hardware and software; office equipment/furnishing(s) and supplies. With the direction and assistance of the Government representative(s), the contractor shall provide the appropriate telecommunication connectivity, as required for information systems database access. Actual expenses shall be reimbursed to the contractor upon receipt of validated itemized invoice(s).

1.18 INCENTIVE AWARDS FOR CONTRACTOR. The Government encourages the contractor to maintain an incentive awards program to recognize outstanding contributions by their employees in performance of this contract.

1.19 TRANSITION PLAN. It is essential to the Government that services required under this PWS are performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in a well-planned, orderly, and efficient manner. The transition period shall begin 15 days prior to full contract performance which is anticipated to be in the second quarter of fiscal year 2000.

1.20 PHASE-OUT ACTIVITIES. At the conclusion of any performance period, including option periods or extensions, the services provided under this PWS may be awarded to another contractor. The contractor in place shall be required to assist in the phase-in activities.

1.21 STRIKE CONTINGENCY PLAN (SCP). The contractor shall develop a SCP to ensure continuity of operations in the event of a strike by Contractor personnel. Contractor services under SCP shall be at no additional cost to the Government. Two copies of the contractor's final SCP shall be provided to the CO and COR for approval not later than two weeks after contract award. Any changes to the SCP shall be provided in writing to the CO within five days prior to the effective date of the change.

SECTION 2

DEFINITIONS

2.1 STANDARD DEFINITIONS

2.1.1 Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the PWS.

2.1.2 Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor.

2.1.3 Quality Control. Those actions taken by the contractor to control the performance of services so that they meet the requirements of the PWS.

2.1.4 Contracting Officer (CO). The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the CO to a technical representative, the CO is the only individual with the authority to direct the work of the contractor.

2.1.5 Contracting Officer Representative (COR). The Government employee responsible for the technical and administrative monitoring of services under this PWS.

2.1.6 Contracting Officer Technical Representative (COTR). A Government representative responsible for the technical contents of the contract. This person will be responsible for surveillance of contractor performance.

2.1.7 Project Leader (PL). On-site contractor representative designated to interface with Government representatives on specific task(s) performance and production. Project Leaders should not spend more than 40% of time per pay period on administrative functions, i.e., time cards, etc. to support task activities. The remaining time (approximately 60%) shall be spent on performance of a task.

2.1.8 Premium Time. Premium time is any time outside an employee's normally scheduled 40-hour workweek.

2.2 TECHNICAL DEFINITIONS

2.2.1 LAN. Local Area Network

2.2.2 OS. Operating System

2.2.3 PC. Personal Computer

SECTION 3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3. **General.** The Government shall provide, without cost, the facilities, equipment, materials and services listed below. The government-furnished property and services provided as part of this contract shall be used by the contractor only to perform under the terms of this contract. No expectation of personal privacy or ownership using any FAA electronic information or communication equipment shall be expected.

3.1 Property.

3.1.1 **Facilities.** The Government shall provide facilities at the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma 73125, or other local Government leased/owned facilities, including all utilities, telephone, janitorial services and furniture. When Government facilities are not available, the contractor shall provide off-site facilities in accordance with paragraph 1.17, "Off-Site Space Requirements."

3.1.2 **Equipment.** The Government shall furnish the contractor access to an appropriate host computer and auxiliary hardware and software and/or a Personal Computer (PC) required in the performance of this contract.

3.1.3 **Materials.** The Government shall furnish the following:

- a. The basic reference manuals, and any revisions, updates, and changes thereto for use by the contractor.
- b. Microfiche inherent to the nature of the functions being performed.
- c. Administrative supplies required in the performance of the task.
- d. A suitable working environment (e.g., desk, chair, telephone, etc.).

3.2 Use of Government Property.

3.2.1 **Telephones.** Government telephones are provided for use in conducting official business. Occasionally, contract employees are permitted to make authorized personal calls that are considered necessary in the interest of the Government. Examples of authorized personal calls include the following:

- a. Calls to home or doctor if a contract employee is injured or becomes sick at work.
- b. A brief call to a location within the local commuting area to speak to a spouse or a minor child or those responsible for the child.
- c. Brief calls to locations within the local commuting area that can be reached only during working hours, such as local government agency, bank, or physician.
- d. Brief calls to locations within the local commuting area to arrange for emergency repairs to home or car.

3.2.2 **Mail/Postage.** Contract employees shall not have their personal mail directed to the Government office or use Government-furnished postage, either metered or stamps, for personal benefit.

3.2.3 E-Mail. All e-mail access and use by contract employees shall be in support of the contract person's official duties and task responsibilities. All information created, transmitted, received, obtained, accessed, or in any way captured electronically using FAA e-mail systems is the property of the Government.

3.2.4 Convenience Copiers. Convenience copiers are to be used to copy material for official Government business only in performance of the task.

3.2.5 Fax Machines. Contract employees shall not use Fax machines for other than official Government business in support of the task.

3.2.6 Computers and Internet. All Internet and electronic media access accomplished by contract employees (utilizing Government-furnished equipment) shall be for official Government business and in support of task requirements. Use of computer systems for personal use is prohibited.

3.2.7 Canvassing, Soliciting or Selling. Contract employees shall not engage in private activities for personal gain or any other unauthorized purpose while on Government-owned or leased property, nor may Government time or equipment be utilized for these purposes.

SECTION 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. **General.** The contractor shall furnish all personnel, services, and supervision to perform the requirements of this PWS.

4.1 **Reserved.**

4.2 **Task Related Support.**

When Government-furnished items are not available or accessible and with approval and authorization from the Government and as identified in a task, the contractor shall provide the required work space including all utilities, telephone, janitorial services, etc.; workstations, associated hardware and software; office equipment; furnishing(s) and supplies necessary for the performance of the contract requirements. The contractor shall provide the appropriate telecommunication connectivity, as required for information systems data base access. The Government reserves the right to inspect and approve all purchases. The Government upon inspection and acceptance, and receipt of a proper invoice shall reimburse actual expenses to the contractor. All reimbursable items become the property of the Government.

SECTION 5

SCOPE OF WORK

5.1 GENERAL. The following are automation workload requirements in support of the Integrated Systems Support Team (AMI-300A) information center and the Microcomputer Technology Division (AMI-600) office automation support services mission. Actual requirements will be defined by the individual task. All work shall be performed in accordance with AMI's Process Improvement Program policies, standards, and processes. These policies, standards, and processes are based upon the Software Engineering Institute's Capability Maturity Model for Software.

5.1.1 The Government requires Information Technology (IT) and technical expertise to support installation, management and control of office automation to accomplish the following:

- a. PC Help Desk Operations and Support.
- b. LAN Server Network Administration.
- c. Office Automation Desktop Support for PC hardware and software.
- d. Computer Hardware Repair, Problem Resolution and Maintenance.

5.1.1.1 Duties of this task include the following:

a. The contractor shall provide help desk support services required in support of the AMC Centralized PC Support Help Desk. The AMC Centralized PC Support Help Desk currently provides help desk support to approximately 3500 users at the Aeronautical Center. An average of 1500 help requests are received on a monthly basis. Help desk support includes the following:

1. Answering telephones.
2. Resolving routine problems (including password resets).
3. Help request logging, tracking, status communication, and escalation.
4. Dispatch of requests to other service providers such as equipment repair, LAN problem resolution, desktop and application support, etc.
5. Call ownership and working with other service providers, if necessary.
6. Quality management, including monitoring, assessing and generating reports on service providers performance and continuous improvement.
7. Document and maintain help desk procedures as outline in AMI-600 procedures template.
8. Communication and follow-up to users of status on help requests.

b. The contractor shall provide LAN server administration support to AMI for approximately 1000 users located at the Aeronautical Center. The LAN servers supported are currently using Microsoft NT Server as the operating system (OS). This support will include administration for various network applications and utilities, i.e., electronic mail. The Aeronautical Center is currently using Lotus cc:Mail. AMI-600 administers the central hub for the Aeronautical Center. LAN server administration support includes the following:

1. Installation, configuration, and troubleshooting network servers and gateway machines.
2. Configure partitions and file systems.
3. Configure network settings.
4. Setup, configure, and administer network printers.
5. Setup and administer user accounts.
6. Setup and administer group accounts.
7. Secure network resources.
8. Create and Administer shared folders.
9. Manage data Storage.
10. Backup and restore LAN server data.
11. Audit network resources and events.
12. Document and maintain LAN server administration procedures as outlined in AMI-600 procedures template.

c. The contractor shall provide office automation desktop support to AMI for approximately 1000 users located at the Aeronautical Center. This support will include desktop support to additional users in other Aeronautical Center organizations for special projects (i.e., installation and configuration of 100-150 new systems/equipment upgrades). Special projects occur on an average of two per year. Office automation desktop support includes the following:

1. Software installation, configuration, and troubleshooting (see Appendix A for example of supported products).
2. Assemble the appropriate hardware, software, and information for an installation.
3. Upgrade from existing software packages as well as apply update/upgrades and fixes to existing software products.
4. Solve installation problems.
5. Remove/uninstall an installation.
6. Configure network components.
7. Install, configure, manage, and troubleshoot printer, scanners, and other peripheral devices.
8. Install, configure, and deliver new systems to customers.
9. Troubleshoot software application errors.
10. Maintain property records for AMI-600 inventory.
11. Perform product reviews, evaluations, and reports on office automation products.

12. Document and maintain installation and troubleshooting procedures as outline in AMI-600 procedures template.

13. Provide product assistance and training to users.

d. The contractor shall provide computer hardware repair, problem resolution, and maintenance for file servers, network and desktop equipment. AMI provides computer hardware maintenance for approximately 3500 customers at the Aeronautical Center. On the average of 150 support requests are received on a monthly basis. The government furnishes all necessary tools, parts, materials, equipment, test equipment, and supplies required to provide service repair for microcomputers, LAN servers, and related hardware peripherals consigned to the Aeronautical Center. Computer hardware repair/maintenance support includes the following:

1. PC hardware disassembly and re-assembly- remove boards, disconnect cables, remove drives, remove power supplies – reassemble, perform final check and testing.
2. Diagnose and repair or replace servers, desktop, laptop systems and associated external peripherals such as monitors, keyboards, multimedia, sound boards, speakers, pointing devices, printers, scanners, modems, CD ROM drives, tape and disk units. This service also includes repairing networked printers such as laser printers.
3. Conduct research to determine if equipment is under warranty. Make necessary arrangements with hardware vendors for delivery, return and replacement of hardware items under warranty.
4. Implement a preventative maintenance plan.
5. Maintain property records for AMI-600 inventory.
6. Document and maintain hardware maintenance repair procedures as outline in AMI-600 procedures template.

5.1.2 The Government requires technical support for mainframe and client-server systems to accomplish the following:

- a. Help Desk
- b. Print Facility
- c. Computer Operations

5.1.2.1 Duties of the task include the following:

a. The contractor shall provide Information Center (IC) support services required in support of the nine FAA regional offices, two FAA centers, FAA headquarters and the Department of Transportation. The IC supports approximately 23,000 FAA and DOT mainframe users and enters/responds to approximately 34,000 trouble and change tickets per year. Information Center help desk support includes the following:

1. Answering of telephones and checking e-mail.
2. Documenting, reporting and coordinating problems reported to the Information Center (IC).

3. Performs minor problem resolution and escalates problem calls, when necessary, to appropriate technical resources. (includes password resets and telecommunications access)
4. Maintains up-to-date escalation and callback lists for FAA and FAA contractors and vendors.
5. Track all problem calls using help desk software (currently INFOMAN) to resolution and coordinates resolution with customers. Provide follow through with customers to ensure completion of problem resolution.
6. Provide customer and mainframe service provider support during special testing periods.
7. Provide mainframe and desktop computer data entry support.
8. Participates in the maintenance and change processes.
9. Producing standard and ad-hoc reports from the automated problem management system and other sources of data.
10. Knowledge and proficiency of MS Office products, Windows 95/98, and 3270 emulation software products.
11. Provide ACD/CCMIS monitoring and configuration support.
12. Assist mainframe security administrators in establishing and re-establishing system access via the Computer Access Request System (CARS).
13. Oversee distribution of mainframe security user-id and password notification letters to users.
14. Support other general tasks relating to user and system audits, re-authentication of users, and RACF database management.
15. Produce monthly statistical reports.

b. The contractor shall provide mainframe print services required in support of the nine FAA regional offices, two FAA centers, FAA headquarters and the Department of Transportation. The print facility consists of two (2) Xerox 4635 high speed laser printers, two (2) IBM 6262 impact printers and print burster. The print facility produces approximately 20 million pages of print per year and distributes 2.2 million pages of fiche per year. Information Center print facility support includes the following:

1. Monitor mainframe system consoles to: 1) initiate printing of jobs in print queue and 2) mount tapes on tape drives 3) monitor JES print queues.
2. Operate laser printers to print computer generated reports and documents and operate impact printers to print multiple copy documents and special forms. Load printers with appropriate paper and forms. This will require loading and removing boxes of paper weighing up to approximately 50 pounds.
3. Acquire and apply knowledge for setting up print jobs, including requiring special forms, fonts and signatures.
4. Perform restart/recovery of print jobs as required.
5. Review printed output and verify that it is correct and of acceptable quality.

6. Place printed sysout documents from test and production batch jobs in designated bins and deliver batch production reports to distribution personnel.
7. Collate, assemble, distribute/deliver printed computer output to appropriate MMAC locations. Must be capable of driving small delivery truck (currently Diahatsu) to distribute and deliver reports campus-wide.
8. Distribute/mail microfiche and microfiche reports to customers.
9. Periodically clean printers and change print chains, ribbons, developer and toner as necessary.
10. Ordering, stocking and inventorying of administrative, computer and printing supplies.
11. Maintain print distribution documentation and guidelines related to customer report and distribution requirements.

c. The contractor shall provide mainframe, client server and telecommunications computer operations support services required in support of the nine FAA regional offices, two FAA centers, FAA headquarters and the Department of Transportation. Information center computer operations support includes the following:

1. Provide support services for client server based computer systems, local area networks (LAN), LAN servers, communications controllers, data communications network controllers, data communications channel extenders and mainframe .
2. Mount/dismount round reel or cartridge tapes for batch jobs, tape backups, and recovery. Perform computer restarts, submit computer jobs and perform normal day-to-day computer operational tasks. Clean tape drives as required.
3. Monitoring, resetting and re-establishing user status in network servers and mainframe telecommunications monitors such as COMPLETE, INTERCOMM, TSO, and CICS.
4. Monitor system consoles and provide information related to mainframe operational status, abends, and system performance.
5. Maintain computer room tape library and offsite tape library and associated documentation.
6. Start and monitor batch jobs and perform restart/recovery, as necessary.
7. Perform computer system backup and recovery tasks that include establishing and maintaining system applications backup schedules and logging entries reflecting these actions.

5.1.3 All deliverables specified above become the sole property of the Government.

5.2 **EMPLOYEE LABOR CATEGORY DESCRIPTIONS:** The contractor shall be required to provide employees proficient in the labor categories identified below. Specific proficiencies will be identified in the statement of work for each task.

5.3 **OFFICE AUTOMATION SPECIALIST SERIES:**

Skill A - Senior Office Automation Specialist
Skill B - Office Automation Specialist

Skill C - Junior Office Automation Specialist

5.3.1 Skill A- SENIOR OFFICE AUTOMATION SPECIALIST.

5.3.1.1 **Experience:** Seven years progressive experience in ADP systems analysis, programming, or specialty. Three years intensive experience in specialty.

5.3.1.2 **Education:** Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for ADP experience at the rate of 1 year formal education equals 9 months of general ADP experience, not to exceed a total of 24 months substitution. Must be certified as a Microsoft Certified Systems Engineer (MCSE) or Novell Certified Network Engineer (CNE).

5.3.1.3 **Duties:** Designs local area networks of mini/micro computers for office settings, coordinates the manufacturer's installation, and ensures all systems perform as ordered. Provides detailed assistance in maintenance, administration, and operation of mini/micro software. Performs detailed comparisons of various office automation approaches.

5.3.2 Skill B - OFFICE AUTOMATION SPECIALIST.

5.3.2.1 **Experience:** Five years progressive experience in ADP systems analysis, programming, or specialty. Two years intensive experience in specialty.

5.3.2.2 **Education:** Must be a high school graduate or equivalent (minimum requirements). Directly related education or training may be substituted for ADP experience at the rate of 1 year of formal education equals 9 months of general ADP experience, not to exceed a total of 18 months substitution.

5.3.2.3 **Duties:** Designs local area networks of mini/micro computers for office settings, coordinates the manufacturer's installation, and ensures all systems perform as ordered. Provides detailed assistance in maintenance, administration, and operation of mini/micro software. Performs detailed comparisons of various office automation approaches.

5.3.3 Skill C - JUNIOR OFFICE AUTOMATION SPECIALIST.

5.3.3.1 **Experience:** Three years of progressive experience in ADP system analysis, programming, or specialty. One year intensive experience in specialty.

5.3.3.2 **Education:** Must be a high school graduate or equivalent (minimum requirements). Directly related education or training may be substituted for ADP experience at the rate of 1 year of formal education equals 9 months of general ADP experience, not to exceed a total of 12 months substitution.

5.3.3.3 **Duties:** Designs local area networks of mini/micro computers for office settings, coordinates the manufacturer's installation, and ensures all systems perform as ordered. Provides detailed assistance in maintenance, administration, and operation of mini/micro software. Performs detailed comparisons of various office automation approaches.

5.4 TECHNICAL SKILLS:

Skill D - Computer Operator III
Skill E - Computer Operator II
Skill F - Computer Operator I
Skill G - Senior Help Desk Specialist
Skill H - Journeyman Help Desk Specialist
Skill I - Beginning Help Desk Specialist

5.4.1 Skill D - COMPUTER OPERATOR III:

5.4.1.1 Experience: Five years in operating medium and large scale computer systems.

5.4.1.2 Education: Must be a high school graduate or equivalent.

5.4.1.3 Duties: Operates computer consoles and peripheral equipment. Must be familiar with all normal operating procedures.

5.4.2 Skill E - COMPUTER OPERATOR II:

5.4.2.1 Experience: Three years in operating medium and large-scale computer systems.

5.4.2.2 Education: Must be a high school graduate or equivalent.

5.4.2.3 Duties: Operates computer consoles and peripheral equipment. Must be familiar with all normal operating procedures.

5.4.3 Skill F - COMPUTER OPERATOR I:

5.4.3.1 Experience: Two years in operating medium and large-scale computer systems.

5.4.3.2 Education: Must be a high school graduate or equivalent.

5.4.3.3 Duties: Operates computer consoles and peripheral equipment. Must be familiar with all normal operating procedures.

5.4.4 Skill G - SENIOR HELP DESK SPECIALIST.

5.4.4.1 Experience: Five years experience operating a computer system console of which at least 2 years must have been as a Help Desk Specialist.

5.4.4.2 Education: High School graduate.

5.4.4.3 Duties: Assists customers experiencing problems with accessing or using computer resources. Resolves routine and minor technical problems related to mainframe, Local Area Network (LAN) servers, and telecommunications, and exercises judgment in escalating problems to appropriate technical personnel. Documents calls using automated problem management software. Maintains up-to-date escalation list of FAA, contractor, and vendor personnel. Monitors and reports on systems' operational status. Produces standard and ad-hoc reports from the problem management system database. Participates in maintaining Standard Operating Procedures (SOP) for the FAA Help Desk. Mounts tape and submit jobs, perform tape backups, and maintain tape library. Arranges and schedules retransmission of data. Performs general operational tasks on mainframe, client-server and LAN server computer systems.

5.4.5 Skill H - JOURNEYMAN HELP DESK SPECIALIST.

5.4.5.1 Experience: Two years of experience operating a computer system console of which at least 6 months must have been as a Help Desk Specialist.

5.4.5.2 Education: High School graduate.

5.4.5.3 Duties: Assists customers experiencing problems with accessing or using computer resources. Resolves routine and minor technical problems related to mainframe, Local Area Network (LAN) servers, and telecommunications and exercises judgment in escalating problems to appropriate technical personnel. Documents calls using automated problem management software. Maintains up-to-date escalation list of FAA, contractor, and vendor personnel. Monitors and reports on systems' operational status. Produces standard and ad-hoc reports from the problem management system database.

5.4.6 Skill I - BEGINNING HELP DESK SPECIALIST.

5.4.6.1 Experience: No experience required.

5.4.6.2 Education: High School graduate.

5.4.6.3 Duties: Under close supervision, assists customers experiencing problems with accessing or using computer resources. Resolves routine non-technical problems (i.e., reset password) and refers problems of a technical nature to appropriate personnel. Documents calls using automated problem management software.

5.5 TELECOMMUNICATIONS SERIES:

Personnel that work in these positions are involved in the technical work of developing specifications and planning voice data telecommunications programs and projects involving the gathering of materials, coordinating schedules, testing equipment, services, and software for performance acceptability, and related work connected with the acquisition, technical acceptance, installation, testing, modification, and replacement of voice and telecommunication equipment, services, and systems.

Skill J - Telecommunications Specialist, Level I

5.5.1 Skill J - TELECOMMUNICATIONS SPECIALIST, LEVEL I:

5.5.1.1 Experience: No experience is required.

5.5.1.2 Education: Must be a high school graduate or equivalent.

5.5.1.3 Duties: Works under close supervision in assisting the Lead Telecommunications Specialist, Level IV/V, in accomplishing the duties assigned. Must possess good communication skills. Deals with employees within the immediate organization, office, project or work unit, and in related or support units.

5.6 SYSTEMS ANALYST/PROGRAMMER SERIES:

Personnel that work in these positions must be experienced in administrative and/or technical applications. Positions require a diversity of skills in working with administrative and/or commercial/technical applications, including requirements definitions, analysis, design, programming, conversion, testing, implementation, documentation, maintenance, monitoring and control.

Skill K - Senior Systems Analyst/Programmer
Skill L - Systems Analyst/Programmer
Skill M - Journeyman Analyst/Programmer
Skill N - Analyst/Programmer
Skill O - Junior Analyst/Programmer

5.6.1 Skill K - SENIOR SYSTEMS ANALYST/PROGRAMMER:

5.6.1.1 **Experience:** Seven years of progressive experience in computer programming and analysis in broad based ADP environments, including contemporary computer hardware and programming languages.

5.6.1.2 **Education:** Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for progressive experience at the rate of 1 year of formal education equals 9 months of general ADP experience, not to exceed a total of 24 months substitution.

5.6.1.3 **Duties:** Performs high level systems analysis, design, programming, documentation, implementation of very complex applications which are administrative, business, or technically oriented in nature, and which may or may not require a thorough knowledge of higher mathematics for effective implementation. The nature of the task will determine the mathematical requirements. Directs and participates in all phases of software development with emphasis on the planning, analysis, testing and acceptance phases. Applies higher level business and data manipulation principles and methods to very difficult technical problems to arrive at automated solutions. Designs charts and graphs to record results. Prepares and delivers presentations and briefings as required by the task leader on a highly complex combination of one or more task orders.

5.6.2 Skill L - SYSTEMS ANALYST/PROGRAMMER:

5.6.2.1 **Experience:** Six years of progressive experience in computer programming and analysis in broad based ADP settings, including state-of-the-art computer hardware and programming languages.

5.6.2.2 **Education:** Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for analyst/programming experience at the rate of 1 year of formal education equals 9 months of analyst/programming experience, not to exceed a total of 21 months substitution.

5.6.2.3 **Duties:** Supports a senior systems analyst/programmer on highly complex and diverse orders. Performs systems analysis, design, programming, documentation, and implementation of applications, which are administrative, business, or technically oriented in nature and which may or may not require a thorough knowledge of higher mathematics for effective implementation. Directs and participates in all phases of software development with emphasis on the planning, analysis, testing, and acceptance phases. Applies standard business and data manipulation principles and methods to technical problems to arrive at automated solutions. Designs and prepares technical reports and related documentation, and charts and graphs to record results. Prepares and delivers presentations and briefings as required by the task leader on a complex combination of one or more task orders.

5.6.3 Skill M - JOURNEYMAN ANALYST/PROGRAMMER:

5.6.3.1 Experience: Five years of progressive experience in computer programming and analysis in broad based ADP settings, including state-of-the-art computer hardware and programming languages.

5.6.3.2 Education: Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for analyst/programming experience at the rate of 1 year of formal education equals 9 months of analyst/programming experience, not to exceed a total of 18 months substitution.

5.6.3.3 Duties: Supports a systems analyst/programmer on highly complex and diverse orders. Performs systems analysis, design, programming, documentation, and implementation of applications, which are administrative, business, or technically oriented in nature and which may or may not require a thorough knowledge of higher mathematics for effective implementation. Directs and participates in all phases of software development with emphasis on the planning, analysis, testing, and acceptance phases. Applies standard business and data manipulation principles and methods to technical problems to arrive at automated solutions. Designs and prepares technical reports and related documentation, and charts and graphs to record results. Prepares and delivers presentations and briefings as required by the task order.

5.6.4 Skill N - ANALYST/PROGRAMMER:

5.6.4.1 Experience: Four years of progressive experience in computer programming and analysis.

5.6.4.2 Education: Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for analyst/programming experience at the rate of 1 year of formal education equals 9 months of analyst/programming experience, not to exceed a total of 15 months substitution.

5.6.4.3 Duties: Under general supervision, performs assigned portions of system analysis, design, programming, documentation, and implementation of applications which are administrative or business oriented in nature, and which may or may not require a thorough knowledge of higher mathematics for effective implementation. Participates in all phases of software development with emphasis on the programming, testing, and acceptance phases. Applies standard business and data manipulation principles and methods to technical problems to arrive at automated solutions. Designs and prepares technical reports and related documentation, and charts and graphs to record results. Assists in preparing and delivering presentations and briefings as required by the task order.

5.6.5 Skill O - JUNIOR ANALYST/PROGRAMMER:

5.6.5.1 Experience: Three years of progressive experience in computer programming and analysis.

5.6.5.2 Education: Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for analyst/programming experience at the rate of 1 year of formal education equals 9 months of analyst/programming experience, not to exceed a total of 12 months substitution.

5.6.5.3 Duties: Under close supervision, performs assigned portions of system analysis, design, programming, documentation, and implementation of applications which are administrative or business oriented in nature, and which may or may not require a thorough knowledge of higher mathematics for effective implementation. Participates in all phases of software development with emphasis on the programming, testing, and acceptance phases. Applies standard business and data manipulation principles and methods to technical problems to arrive at automated solutions. Designs and prepares technical reports and related documentation, and charts and graphs to record results.

5.7 ADP TECHNICAL SPECIALIST SERIES:

Skill P - Data Base Management Specialist

5.74 Skill P - DATABASE MANAGEMENT SPECIALIST.

5.7.4.1 **Experience:** Five years of progressive experience in providing or supporting installation, maintenance, and administration of system software and/or databases in a mainframe or client-server environment. A minimum of 2 years experience must be directly related to database management.

5.7.4.2 **Education:** Must be a high school graduate or equivalent (minimum requirement). Directly related education or training may be substituted for experience at the rate of 1 year of formal education equals 9 months of experience, not to exceed a total of 18 months substitution.

5.7.4.3 **Duties:** Provides database support for mainframe and/or client-server systems. Plans and coordinates new requirements with application development staff and advises project teams on the design of complex hierarchical and relational databases. Creates, modifies, deletes, reorganizes, and performs back up and restoration of database files, as required. Monitors database performance, resolve problems, perform fine-tuning, and recommend changes to improve efficiency. Establishes and maintains database security.

APPENDIX A
OFFICE AUTOMATION DESKTOP SUPPORT
SOFTWARE INSTALLATION, CONFIGURATION AND SUPPORT REQUIREMENTS
(PARTIAL LISTING)

1. Adobe Acrobat
2. Arts and Letters
3. Browser Software-Internet Explorer
4. Browser Software-Netscape
5. Code of Federal Regulations
6. Command Anti Virus
7. Corel Draw
8. DAFIS MIR Client 16-Bit
9. DAFIS MIR Client 32-Bit
10. Delrina Form Flow
11. Design1
12. Dynacom
13. Executive Information System (EXIS)
14. Extra Attachmate
15. FAFQ
16. Fed Ex
17. Fed Tax (IRS)
18. Gelco Travel Manager
19. Gelco Travel Manager Monthly Per Diem Update
20. Interest
21. IPPS MIR
22. Laptop Executive- Configuration Laptop Computer for Executive
23. Laptop Executive-PC Anywhere
24. Laptop Executive-Personal Internet Service Provider (ISP)
25. Lexis/Nexis
26. Lite Pages
27. Local Printer Configuration
28. Lotus cc:Mail
29. Lotus cc:Mail Web
30. Lotus cc:Mobile (laptop)
31. Lotus Organizer
32. Method1
33. Microsoft NT - Network
34. Microsoft Office
35. Microsoft Office -Automated Correspondence Express (ACE)
36. Microsoft Project
37. Microsoft Query 32
38. Microsoft Systems Management Server (SMS) Administrator/Client
39. Microsoft Tech Net
40. Network Printer Configuration
41. Office Hours
42. On-Time Calendaring
43. Operating System Software-Windows 95/98
44. Operating System Software-Windows NT
45. PC Anywhere
46. Personnel

APPENDIX A
OFFICE AUTOMATION DESKTOP SUPPORT
SOFTWARE INSTALLATION, CONFIGURATION AND SUPPORT REQUIREMENTS
(PARTIAL LISTING)

47. PR20
48. Printer(s) Configuration - Local
49. Printer(s) Configuration - Network
50. ProCom
51. RITZ
52. Scan Mail
53. Scanner Software-Omni Form
54. Scanner Software-Omni Page
55. SQL-Net
56. SWIFT
57. Time Sheet Pro
58. Utopia Help Desk
59. Ventana GroupSystems for Windows
60. Visio

94-2432 OK, OKLAHOMA CITY 08/19/03
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2432
Director	Wage Determinations	Revision No.: 15
		Date Of Last Revision: 08/14/2003

State: Oklahoma

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	10.67
01013 - Accounting Clerk III	13.68
01014 - Accounting Clerk IV	18.28
01030 - Court Reporter	15.59
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	11.00
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.51
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	9.11
01116 - General Clerk II	9.87
01117 - General Clerk III	12.50
01118 - General Clerk IV	18.00
01120 - Housing Referral Assistant	18.26
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	10.16
01191 - Order Clerk I	10.18
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	11.72
01262 - Personnel Assistant (Employment) II	12.79
01263 - Personnel Assistant (Employment) III	14.34
01264 - Personnel Assistant (Employment) IV	16.63
01270 - Production Control Clerk	16.28
01290 - Rental Clerk	11.33
01300 - Scheduler, Maintenance	12.64
01311 - Secretary I	12.64
01312 - Secretary II	15.76
01313 - Secretary III	18.26
01314 - Secretary IV	20.53
01315 - Secretary V	21.74
01320 - Service Order Dispatcher	13.07
01341 - Stenographer I	10.51
01342 - Stenographer II	12.37
01400 - Supply Technician	20.53
01420 - Survey Worker (Interviewer)	13.25

01460 - Switchboard Operator-Receptionist	10.02
01510 - Test Examiner	15.76
01520 - Test Proctor	15.76
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.44
01533 - Travel Clerk III	10.93
01611 - Word Processor I	8.98
01612 - Word Processor II	10.75
01613 - Word Processor III	11.61
03000 - Automatic Data Processing Occupations	8.88
03010 - Computer Data Librarian	10.91
03041 - Computer Operator I	13.43
03042 - Computer Operator II	18.01
03043 - Computer Operator III	19.48
03044 - Computer Operator IV	21.59
03045 - Computer Operator V	19.89
03071 - Computer Programmer I (1)	22.83
03072 - Computer Programmer II (1)	27.62
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	23.46
03101 - Computer Systems Analyst I (1)	26.26
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	11.12
03160 - Peripheral Equipment Operator	
05000 - Automotive Service Occupations	15.64
05005 - Automotive Body Repairer, Fiberglass	15.47
05010 - Automotive Glass Installer	14.08
05040 - Automotive Worker	16.35
05070 - Electrician, Automotive	12.54
05100 - Mobile Equipment Servicer	15.64
05130 - Motor Equipment Metal Mechanic	14.08
05160 - Motor Equipment Metal Worker	15.64
05190 - Motor Vehicle Mechanic	11.98
05220 - Motor Vehicle Mechanic Helper	13.31
05250 - Motor Vehicle Upholstery Worker	14.08
05280 - Motor Vehicle Wrecker	14.86
05310 - Painter, Automotive	14.08
05340 - Radiator Repair Specialist	12.12
05370 - Tire Repairer	15.64
05400 - Transmission Repair Specialist	
07000 - Food Preparation and Service Occupations	6.87
(not set) - Food Service Worker	9.04
07010 - Baker	7.94
07041 - Cook I	9.56
07042 - Cook II	6.73
07070 - Dishwasher	11.33
07130 - Meat Cutter	7.05
07250 - Waiter/Waitress	
09000 - Furniture Maintenance and Repair Occupations	14.86
09010 - Electrostatic Spray Painter	10.36
09040 - Furniture Handler	14.86
09070 - Furniture Refinisher	11.75
09100 - Furniture Refinisher Helper	13.31
09110 - Furniture Repairer, Minor	14.86
09130 - Upholsterer	
11030 - General Services and Support Occupations	8.37
11030 - Cleaner, Vehicles	8.17
11060 - Elevator Operator	10.37
11090 - Gardener	7.04
11121 - House Keeping Aid I	

11122 - House Keeping Aid II	8.76
11150 - Janitor	8.51
11210 - Laborer, Grounds Maintenance	8.72
11240 - Maid or Houseman	7.27
11270 - Pest Controller	11.28
11300 - Refuse Collector	8.17
11330 - Tractor Operator	9.73
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	12.42
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
12071 - Licensed Practical Nurse I	10.19
12072 - Licensed Practical Nurse II	11.46
12073 - Licensed Practical Nurse III	12.82
12100 - Medical Assistant	10.04
12130 - Medical Laboratory Technician	11.43
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.67
12222 - Nursing Assistant II	8.62
12223 - Nursing Assistant III	9.41
12224 - Nursing Assistant IV	10.55
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.16
12311 - Registered Nurse I	16.67
12312 - Registered Nurse II	20.39
12313 - Registered Nurse II, Specialist	20.39
12314 - Registered Nurse III	24.66
12315 - Registered Nurse III, Anesthetist	24.66
12316 - Registered Nurse IV	29.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.49
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	17.00
13042 - Illustrator II	18.79
13043 - Illustrator III	23.46
13047 - Librarian	17.58
13050 - Library Technician	11.07
13071 - Photographer I	10.96
13072 - Photographer II	13.53
13073 - Photographer III	16.34
13074 - Photographer IV	20.40
13075 - Photographer V	23.41
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.03
15030 - Counter Attendant	7.03
15040 - Dry Cleaner	8.83
15070 - Finisher, Flatwork, Machine	7.03
15090 - Presser, Hand	7.03
15100 - Presser, Machine, Drycleaning	7.03
15130 - Presser, Machine, Shirts	7.03
15160 - Presser, Machine, Wearing Apparel, Laundry	7.03
15190 - Sewing Machine Operator	9.46
15220 - Tailor	10.09
15250 - Washer, Machine	7.69
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.99
19040 - Tool and Die Maker	24.44

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.39
21020 - Material Coordinator	16.28
21030 - Material Expediter	16.28
21040 - Material Handling Laborer	10.95
21050 - Order Filler	11.74
21071 - Forklift Operator	13.81
21080 - Production Line Worker (Food Processing)	12.68
21100 - Shipping/Receiving Clerk	11.78
21130 - Shipping Packer	11.78
21140 - Store Worker I	11.27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.62
21210 - Tools and Parts Attendant	12.68
21400 - Warehouse Specialist	12.68
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.12
23040 - Aircraft Mechanic Helper	12.43
23050 - Aircraft Quality Control Inspector	17.40
23060 - Aircraft Servicer	14.08
23070 - Aircraft Worker	14.90
23100 - Appliance Mechanic	14.94
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	18.10
23130 - Carpenter, Maintenance	14.95
23140 - Carpet Layer	14.17
23160 - Electrician, Maintenance	16.72
23181 - Electronics Technician, Maintenance I	15.03
23182 - Electronics Technician, Maintenance II	22.61
23183 - Electronics Technician, Maintenance III	25.36
23260 - Fabric Worker	13.39
23290 - Fire Alarm System Mechanic	15.64
23310 - Fire Extinguisher Repairer	12.61
23340 - Fuel Distribution System Mechanic	18.88
23370 - General Maintenance Worker	14.08
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.64
23430 - Heavy Equipment Mechanic	15.64
23440 - Heavy Equipment Operator	16.82
23460 - Instrument Mechanic	17.02
23470 - Laborer	9.23
23500 - Locksmith	15.07
23530 - Machinery Maintenance Mechanic	16.70
23550 - Machinist, Maintenance	15.64
23580 - Maintenance Trades Helper	11.98
23640 - Millwright	16.24
23700 - Office Appliance Repairer	14.95
23740 - Painter, Aircraft	14.86
23760 - Painter, Maintenance	14.86
23790 - Pipefitter, Maintenance	18.23
23800 - Plumber, Maintenance	17.52
23820 - Pneudraulic Systems Mechanic	15.64
23850 - Rigger	16.14
23870 - Scale Mechanic	14.17
23890 - Sheet-Metal Worker, Maintenance	17.74
23910 - Small Engine Mechanic	14.08
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	19.93
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	15.64
23965 - Well Driller	17.20
23970 - Woodcraft Worker	15.64

23980 - Woodworker	12.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	7.72
24630 - Homemaker	15.64
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.49
25040 - Sewage Plant Operator	15.27
25070 - Stationary Engineer	19.78
25190 - Ventilation Equipment Tender	11.82
25210 - Water Treatment Plant Operator	14.86
27000 - Protective Service Occupations	
(not set) - Police Officer	18.72
27004 - Alarm Monitor	11.41
27006 - Corrections Officer	17.95
27010 - Court Security Officer	17.95
27040 - Detention Officer	17.95
27070 - Firefighter	17.18
27101 - Guard I	10.07
27102 - Guard II	14.77
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.79
28020 - Hatch Tender	14.17
28030 - Line Handler	14.17
28040 - Stevedore I	16.43
28050 - Stevedore II	18.34
29000 - Technical Occupations	
21150 - Graphic Artist	18.92
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	15.46
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.01
29030 - Cartographic Technician	21.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.02
29040 - Civil Engineering Technician	18.18
29061 - Drafter I	12.17
29062 - Drafter II	14.05
29063 - Drafter III	18.53
29064 - Drafter IV	21.63
29081 - Engineering Technician I	14.93
29082 - Engineering Technician II	18.70
29083 - Engineering Technician III	20.55
29084 - Engineering Technician IV	26.62
29085 - Engineering Technician V	30.72
29086 - Engineering Technician VI	35.25
29090 - Environmental Technician	18.73
29100 - Flight Simulator/Instructor (Pilot)	26.55
29160 - Instructor	19.76
29210 - Laboratory Technician	14.80
29240 - Mathematical Technician	22.75
29361 - Paralegal/Legal Assistant I	15.04
29362 - Paralegal/Legal Assistant II	19.60
29363 - Paralegal/Legal Assistant III	23.97
29364 - Paralegal/Legal Assistant IV	29.01
29390 - Photooptics Technician	21.60
29480 - Technical Writer	20.46
29491 - Unexploded Ordnance (UXO) Technician I	18.66

29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	22.14
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.24
29622 - Weather Observer, Upper Air (3)	19.24
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.84
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	11.10
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	11.10
31362 - Truckdriver, Medium Truck	12.54
31363 - Truckdriver, Heavy Truck	15.40
31364 - Truckdriver, Tractor-Trailer	15.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.25
99030 - Cashier	7.32
99041 - Carnival Equipment Operator	9.13
99042 - Carnival Equipment Repairer	9.74
99043 - Carnival Worker	7.09
99050 - Desk Clerk	8.41
99095 - Embalmer	18.49
99300 - Lifeguard	9.80
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	9.26
99610 - Sales Clerk	9.83
99620 - School Crossing Guard (Crosswalk Attendant)	7.01
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	19.52
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.74
99660 - Surveying Aide	10.97
99690 - Swimming Pool Operator	12.58
99720 - Vending Machine Attendant	10.45
99730 - Vending Machine Repairer	12.58
99740 - Vending Machine Repairer Helper	10.16

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 \$2.56 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 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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

ATTACHMENT 5a
SCREENING STANDARDS-CONTRACTOR

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

ATTACHMENT 5b
*ADJUDICATIVE STANDARDS: ISSUES
CLA 1262 (JUL 2001)

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

1. Issues related to use or possession of intoxicants:
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. Issues related to illegal use/possession of controlled substances or marijuana:
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. Issues related to financial responsibility:
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. Issues related to immoral conduct:
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. Issues related to honesty:
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. Issues related to disruptive or violent behavior:
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. Issues related to termination or forced resignation:
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. Issues related to firearms/weapons:
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. Miscellaneous issues:
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.