

Mar-26-2002 11:11am From-AMQ-310

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T-264 P.002/003 F-989

SOLICITATION, OFFER AND AWARD

1 page 29

2. CONTRACT NO.

3. SOLICITATION NO.

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NO.

DTFA-02-02-D-07939

DTFA-02-02-02935

NEGOTIATED

MAR 26 2002

NO. 00-02-06379

(FAA Internal Use Only)

7. ISSUED BY

CODE

FAA, Aviation, Medical, & Training Team (AMQ-310)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125

B. ADDRESS OFFER TO (If received by the depository, delivery For Over Night Delivery use)
FAA, Bid & Proposal Officer (AMQ-140)
Room 321, Multi-Purpose Building
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

FOR U.S. MAIL- FOR USE IF U.S. Postal Service
FAA, Bid & Proposal Officer
Attn: AMQ-140
P.O. Box 25082
Oklahoma City, OK 73125

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

Firm-Fixed-Price per CLIN, Fixed Hrly Rates, Cost reimbursable material SOLICITATION Aircraft painting requirements

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until 3:30 local time

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >

A. NAME AVIS FRANKLIN

B. TELEPHONE NO. (include area code) (NO COLLECT CALLS)
(405) 954-7836 FAX (405) 954-3030

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OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
(See Section G, Clause No. 3.3.1-17) >NA	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)	01	31 Dec 01		

15A. NAME AND ADDRESS OF OFFEROR: CAPITAL AVIATION INC, 5500 PHILIP J. RHODES HWY #2, WILEY POST AIRPORT, BETHANY, OK 73008

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): SCOT A. WEBBER, SALES DIRECTOR

15B. TELEPHONE NO. (Include area code): PH 405-495-1141, FAX 405-495-1153

16C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE: [Signature]

18. OFFER DATE: 03-26-2002

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION: See individual order

22. reserved

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >

24. ADMINISTERED BY (If other than Item 7): FAA, Contract Management Division (AMQ-340), 6500 South MacArthur Boulevard, P.O. Box 25082, Oklahoma City, OK 73125-4932

25. PAYMENT WILL BE MADE BY: FAA, Financial Operations Division (AMZ-100), 6500 South MacArthur Boulevard, P.O. Box 25082, Oklahoma City, OK 73125-4304

26. NAME OF CONTRACTING OFFICER (Type or print): AVIS FRANKLIN

27. UNITED STATES OF AMERICA: [Signature]

28. AWARD DATE: 26 MAR 2002

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

N6N 7540-01-152-8084

22-24

STANDARD FORM 33 (REV. 6-85)

DUPLICATE ORIGINAL

PART I-SECTION B
SUPPLIES/SERVICES & PRICE/COST

The requirement is for the furnishing of all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned aircraft. A requirement contract based on estimated quantities and fixed-priced, fixed hourly rates, and cost reimbursable material. The contract period of performance begins from the date of award through 30 Sep 2002 (Basic Year) plus four one-year options 1 Oct through 30 Sep 2006 (if all options are exercised).

BASIC YEAR - (Contract Award date _____ - Sept. 30, 2002)

CLIN	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned Beech 300 aircraft IAW SOW paragraphs 1 and 8.	4 EA	\$ 26,883.00	\$107,532.00 Estimated
2.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned Hawker aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 42,333.00	\$ 84,666.00 Estimated
3.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned Challenger aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 56,753.00	\$ 56,753.00 Estimated
4.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned Lear aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 42,333.00	\$ 84,666.00 Estimated
5.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned Beech 200 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 24,823.00	\$ 24,823.00 Estimated

6.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech C90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 21,733.00	\$ 21,733.00	Estimated
7.0	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech F90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 21,733.00	\$ 21,733.00	Estimated
8.0	Hourly Rate to furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint additional aircraft IAW SOW paragraphs 1 and 8.	400 Hours	\$ 59.00/hr	\$ 23,600.00	Estimated
9.0	Over and Above Hourly Rate for Repair of Aircraft. IAW SOW paragraph 6 (i). Fixed rate paid in accordance with AM S clause 3.10.1-14 Time and Materials or Labor Hours Contractor's compliance with Clause 0125 "Direct Hourly Labor Rate" is required.	120 Hours	\$ 60.00/hr	\$ 7,200.00	Estimated
10.0	Replacement Parts for the repair of Aircraft. IAW SOW paragraph 1. Cost are reimbursable in accordance with AM S clause 3.10.1-14 Time and Materials or Labor Hours	NA	NA	\$ 1,000.00	Estimated

TOTAL ESTIMATED PRICE (BASIC YEAR) \$ 433,706.00

OPTION I - FY 2003 (Oct. 01, 2002 - Sept. 30, 2003)

CLIN	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech 300 aircraft IAW SOW paragraphs 1 and 8.	4 EA	\$ 27,690.00	\$ 110,760.00 Estimated
2.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Hawker aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 43,603.00	\$ 87,206.00 Estimated
3.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Challenger aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 58,455.00	\$ 58,455.00 Estimated
4.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Lear aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 43,603.00	\$ 87,206.00 Estimated
5.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech 200 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 25,568.00	\$ 25,568.00 Estimated
6.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech C 90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 22,385.00	\$ 22,385.00 Estimated

7.1	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech F90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 22,385.00	\$ 22,385.00	Estimated
8.1	Hourly Rate to furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint additional aircraft IAW SOW paragraphs 1 and 8.	400 Hours	\$ 60.77/hr	\$ 24,308.00	Estimated
9.1	Over and Above Hourly Rate for Repair of Aircraft. IAW SOW paragraph 6 (i). Fixed rate paid in accordance with AM S clause 3.10.1-14 Time and Materials or Labor Hours Contractor's compliance with Clause 0125 "Direct Hourly Labor Rate" is required.	120 Hours	\$ 61.80/hr	\$ 7,416.00	Estimated
10.1	Replacement Parts for the repair of Aircraft. IAW SOW paragraph 1. Cost are reimbursable in accordance with AM S clause 3.10.1-14 Time and Materials or Labor Hours	NA	NA	\$ 1,000.00	Estimated
TOTAL ESTIMATED PRICE (OPTION YEAR)				\$ 446,687.00	

OPTION II - FY 2004 (Oct. 01, 2003 - Sept. 30, 2004)

CLIN	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	
1.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech 300 aircraft IAW SOW paragraphs 1 and 8.	4 EA	\$ 28,520.00	\$ 114,080.00	Estimated
2.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Hawker aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 44,911.00	\$ 89,822.00	Estimated

3.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Challenger aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 60,208.00	\$ 60,208.00	Estimated
4.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Lear aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 44,911.00	\$ 89,822.00	Estimated
5.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech 200 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 26,335.00	\$ 26,335.00	Estimated
6.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech C 90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 23,056.00	\$ 23,056.00	Estimated
7.2	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech F90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 23,056.00	\$ 23,056.00	Estimated
8.2	Hourly Rate to furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint additional aircraft IAW SOW paragraphs 1 and 8.	400 Hours	\$ 62.59/hr	\$ 25,036.00	Estimated
9.2	Over and Above Hourly Rate for Repair of Aircraft. IAW SOW paragraph 6 (i). Fixed rate paid in accordance with AMS clause 3.10.1-14 Time and Materials or Labor Hours Contractor's compliance with Clause 0125 "Direct Hourly Labor Rate" is required.	120 Hours	\$ 63.65/hr	\$ 7,638.00	Estimated

5.3	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech 200 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 27,125.00	\$ 27,125.00	Estimated
6.3	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech C 90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 23,748.00	\$ 23,748.00	Estimated
7.3	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint FAA owned Beech F90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 23,748.00	\$ 23,748.00	Estimated
8.3	Hourly Rate to furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint additional aircraft IAW SOW paragraphs 1 and 8.	400 Hours	\$ 64.47/hr	\$ 25,788.00	Estimated
9.3	Over and Above Hourly Rate for Repair of Aircraft. IAW SOW paragraph 6 (i). Fixed rate paid in accordance with AM S clause 3.10.1-14 Time and Materials or Labor Hours Contractor's compliance with Clause 0125 "Direct Hourly Labor Rate" is required.	120 Hours	\$ 65.56/hr	\$ 7,867.00	Estimated
10.3	Replacement Parts for the repair of Aircraft. IAW SOW paragraph 1. Cost are reimbursable in accordance with AM S clause 3.10.1-14 Time and Materials or Labor Hours	NA	NA	\$ 1,000.00	Estimated

TOTAL ESTIMATED PRICE (OPTION III) \$ 473,823.00

OPTION IV - FY 2006 (Oct. 01, 2005 - Sept. 30, 2006)

CL IN	SUPPL IES/SERV ICES	ESTIM ATED QUANT ITY	UNIT PR ICE	TOTAL PR ICE
1 4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prim e and paint FAA ow ned Beech 300 aircraft IAW SOW paragraphs 1 and 8.	4 EA	\$ 30,255.00	\$ 121,020.00 Estim ated
2 4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prim e and paint FAA ow ned Haw ker aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 47,645.00	\$ 95,290.00 Estim ated
3 4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prim e and paint FAA ow ned Challenger aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 63,875.00	\$ 63,875.00 Estim ated
4 4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prim e and paint FAA ow ned Lear aircraft IAW SOW paragraphs 1 and 8.	2 EA	\$ 47,645.00	\$ 95,290.00 Estim ated
5 4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prim e and paint FAA ow ned Beech 200 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 27,940.00	\$ 27,940.00 Estim ated
6 4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prim e and paint FAA ow ned Beech C 90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 24,460.00	\$ 24,460.00 Estim ated

7.4	Furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint FAA owned Beech F90 aircraft IAW SOW paragraphs 1 and 8.	1 EA	\$ 24,460.00	\$ 24,460.00	Estimated
8.4	Hourly Rate to furnish all facilities, labor, supervision, materials and equipment to paint strip, water break clean, skin brighten, alodine treat, prime and paint additional aircraft IAW SOW paragraphs 1 and 8.	400 Hours	\$ 66.40/hr	\$ 26,560.00	Estimated
9.4	Over and Above Hourly Rate for Repair of Aircraft. IAW SOW paragraph 6 (i). Fixed rate paid in accordance with AMS clause 3.10.1-14 Time and Materials or Labor Hours Contractor's compliance with Clause 0125 "Direct Hourly Labor Rate" is required.	120 Hours	\$ 67.53/hr	\$ 8,103.00	Estimated
10.4	Replacement Parts for the repair of Aircraft. IAW SOW paragraph 1. Cost are reimbursable in accordance with AMS clause 3.10.1-14 Time and Materials or Labor Hours	NA	NA	\$ 1,000.00	Estimated

TOTAL ESTIMATED PRICE (OPTION IV) \$ 452,335.00

PART I - SECTION C
SCOPE OF WORK

C 1 SCOPE OF WORK (JAN 1997)

CLA 1112

The contractor shall furnish all required labor, facilities, equipment, replacement parts and materials to accomplish strip and paint of Government-owned aircraft listed in Section B, in accordance with the "Statement of Work incorporated below" and other terms and provisions herein.

STATEMENT OF WORK

The Contractor shall perform the work listed below in accordance with the terms, conditions and provisions set forth herein.

1. Furnish all facilities, labor, supervision, materials and equipment to paint strip, waterbreak clean, skin brighten, alodine treat, prime and paint Beech 300, Hawker 800, Challenger 601, Lear 60, Beech 200, C 90, F90 and additional aircraft as requested based on a cost per hour rate.
2. Replace aerodynamic sealers as required.
3. Upon the completion of the exterior painting, the aircraft must be weighed and weight and balance data computed in accordance with manufacturer's specifications and any supplemental instruction provided by the FAA.

4. Arrival Inspection

Inspect the aircraft prior to stripping and/or painting upon arrival for any evidence of damage. Areas inspected should include propellers, flight controls, fuselage skin, leading edges, composites, antennas, de-icer boots, windshields, and windows. The Contracting Officer's Technical Representative (COTR) will be present for all arrival inspections. The Contractor is responsible for annotating all discrepancies and submitting the documentation to the FAA COTR prior to starting work.

5. Flight Controls

Flight Controls will be removed, stripped, painted and balanced in accordance with the aircraft's current maintenance instructions using the Aircraft Maintenance Manuals, and Structural Repair Manual as applicable.

6. Paint Strip Specifications

- a) All areas not requiring stripping (composites, antennas, de-icer boots, windows, etc.) and special areas as directed by the Contracting Officer or the Contracting Officer's Representative will be masked.
- b) Masking tape shall be applied by such workmanship that penetration will be prevented, not only during application of the paint removal, but also during the wash down process. Any damage resulting during the process of paint stripping, including but not limited to faulty masking, shall be the sole responsibility of the Contractor.
- c) The Contractor shall not use wax-based materials for masking.
- d) Plug all antenna and beacon mounting holes when removed, and all other openings where paint strip materials may become trapped.
- e) All material used in the stripping process shall comply with manufacturer's specifications and be approved by the Contracting Officer or the COTR. Prior to the start of work, submit to the Contracting Officer a copy of the materials and procedures contemplated. The approval or disapproval will be provided to the contractor in writing from the Contracting Officer.
- f) Remove from the exterior of the aircraft, and painted on material for catwalk areas, all existing paint, whether it be enamel, modified epoxy, lacquer, primer, polyurethane or other painting substance, including the removal of all decals and identification marks.
- g) Wash down all paint stripped areas, remove all paint debris and any deposit of paint removal, leaving all original surfaces of the aircraft in a clean condition and free of all foreign substances. Prior to painting of the airplane, the Contractor shall inspect all paint surfaces which have been paint stripped and remove any

evidence of paint debris, paint strip residue, film, stains or etc. Final cleaning should produce a water break free surface capable of supporting a continuous film of water for 30 seconds prior to separating.

- h) At the time of delivery the FAA CONTRACTOR will identify areas that should not be stripped (i.e. wheel and flap wells) but these designated areas will require cleaning and top coat in white. The composite areas or surfaces will be identified in the aircraft maintenance manuals. Over and above work will need to be approved by the Contracting Officer's Technical Representative prior to any work being started.

CAUTION : Do not use stripper of any type for removing paint from fiberglass, nylon or composite surfaces. Paint must be removed from these surfaces with fine sandpaper, using care not to sand into the material.

7. Preparation and Application of A Lodine to Aircraft Surfaces

(Reference Appendix B - Paint Facility Application of A Lodine)

- a) The contractor will use the procedures and material specified in the Aircraft Maintenance Manual. If the Aircraft Maintenance Manual does not specify procedures or material the contractor will provide a copy of their procedures to the FAA for approval.
- b) Clear A Lodine is to be used on all surfaces that are to be unpainted.
- c) Protect windows and ferrous parts (steel fastener heads included). All glass windows must be thoroughly protected. Standard protection is two layers of heavy masking paper secured at window edges with duct tape, one layer of oven aluminum foil with aluminum foil tape (MIL-Spec 969 or equivalent). Observe the Manufacturer's caution pertaining to electrothermal windshields.
- d) A Lodine should be applied in accordance with manufacturer's specifications.

8. Paint Design.

The aircraft will be painted as shown in the attached picture of each type of aircraft. The six colors currently used on the aircraft are US Paint Black (Flat) #571-540, JET GLO Gray #570-561, Black (Gloss) #571-510, Blue #572-680, White #570-513 and ACRY GLO Gold #HS10688. The FAA CONTRACTOR will approve Paint Drawings before the painting of the aircraft commences. Submit the drawings to the Contracting Officer. Equivalent or better paint will be used in like colors.

9. Work Schedule

The FAA will provide a minimum of 4 weeks prior notification of delivering the aircraft for painting. All aircraft should be completed within four weeks of delivery if no discrepancies, additional work, or change orders are found and/or approved. The FAA will not have more than two aircraft in for painting at the same time.

10. Commercial Warranty

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor extends to any customer for such supplies or services, and the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. The minimum acceptable warranty is 1200 hours or 12 months whichever ever occurs first. The manufacturer's/supplier commercial warranty shall apply to supplies utilized in the performance of this contract, and a minimum acceptable warranty for installation labor is 60 days. The contractor shall furnish four (4) copies of the warranty applicable to the supplies or services.

11. Additional Notes

- a) Do not strip landing gear – clean and top coat white.
- b) Do not strip or repaint external antennas.
- c) Do not strip fiberglass components – scuff sand and top coat with materials specified in FAA Drawings or an equivalent material approved by the Contracting Officers Representative.
- d) Contractor shall not use power sanding equipment, metal scrapers, or wire brushes for primer/paint removal during stripping. Orbital power sanders and/or hand sanding is acceptable to scuff or smooth top primer coats only. If such sanding should penetrate to skin surface, these areas are to be relocated and primed.
- e) Contractor shall furnish adequate scaffolding and work stands to avoid walking or standing on freshly relocated, primed, or top coated surfaces.
- f) Contractor shall replace all required operational and safety decals, placards and markings (FAA specific items will be provided by the FAA).
- g) Contractor shall maintain a certified quality control program to insure 100 percent coverage of all work accomplished on FAA aircraft.
- h) On areas requiring white top coat, Contractor shall apply a minimum of two or more wet cross coats of white polyurethane to achieve complete coverage.

C 2 AIRWORTHINESS REQUIREMENTS (JAN 1997)

CLA 1218

Units furnished shall conform to the definitions and requirements evidencing approval as airworthy for service as set forth below. Evidence of approval for return to service shall be considered acceptable only when the applicable condition is met and documents are made a part of each unit or markings are on each specified package or unit:

(a) New - A unit defined as unused, of current production, factory fresh, undamaged, and in good state of preservation.

(1) Shipping ticket, invoice, or other documents providing evidence that the part was received from a manufacturer holding a Federal Aviation Administration (FAA) Production Certificate (PC), an approved Production Inspection System (APIS), Parts Manufacturing Approval (FAA-PM A), or Technical Standard Order Authorization (TSO) issued under FAR Part 21.

(2) A supplier (vendor/distributor) must furnish the FAA a copy of the original manufacturer's shipping invoice as evidence that the part is new and was produced by one of the manufacturers outlined in paragraph (a)(1).

(b) Used - continued time in service; a unit defined as overhauled, unused since overhaul, in a good state of preservation, and approved for return to service.

(c) Overhauled - a unit with zero (0) time in service since overhaul. Shelf life requirement shall be in accordance with TI 100 24. **NOTE:** Units with only a functional check in lieu of overhaul may be acceptable with prior approval of the FAA Contracting Officer and/or Contracting Officers Representative (COR).

(d) Evidence of approval for return to service of units under paragraphs (b) and (c) indicating overhaul, functional tests and any service bulletin or airworthiness directive compliance, shall be considered acceptable only when one of the following is attached to each unit.

(1) An approved FAA Form 337 in duplicate, if a major alteration is accomplished by a certificated repair station in accordance with FAR 43, Appendix B (a). **NOTE:** Form 337 is not required for major repairs if accomplished by a certificated repair station in accordance with FAR 43, Appendix B (b); or

(2) Maintenance Release and Work Order completed in accordance with Federal Aviation Regulations, Part 43, Appendix B; or

(3) A maintenance record completed in accordance with paragraph (f) shall be attached by manufacturers who do not possess an FAA Repair Station Certificate, but perform maintenance rebuilding or alterations pursuant to provision of Part 43 Section 43.3 (i) of the FARs; or

(4) A Serviceable Tag with a work order completed in accordance with paragraph (f) for units not under the rules and regulations of the FARs (nonaircraft systems).

(e) If the contractor is an air carrier, a maintenance release showing the air carrier certificate number will be acceptable along with a copy of the inventory tag.

(f) The contractor shall furnish a copy of the work order (suitable form microfilm ing) on which work last accomplished on the unit was recorded and it shall include at a minimum the following information:

- (1) Part number, serial number, and nomenclature of the unit;
- (2) A description of the work performed (or reference to acceptable data) in such detail that the type and extent of such work can be readily ascertained;
- (3) A listing by part number and nomenclature of all significant parts replaced during maintenance;
- (4) Work order must include the signature of a person authorized and the certificate number of the person performing the work;
- (5) Identification of all airworthiness directives (AD), service bulletins (SB), and alterations that have been complied with on the unit. The record must include the AD revision number and method of compliance.

C 2 DEFINITION OF CONTRACT TERMS (JAN 1997)

CLA 1510

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

(b) "Direct Labor Hours" means those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(c) "Indirect Material" means those materials which are not encompassed by the definition of "Indirect Materials."

(d) "Flat Rate Labor Price" is the price for overhaul, not subject to upward or downward revision, of the reparable Government-owned units listed in Section B. The Flat Rate Labor Price includes direct and indirect labor, indirect material, overhead, profit, preservation and packaging, test, out-of-plant services, and all other elements of cost, except the cost of new, unused parts.

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

(f) "Indirect Material" means all supplies and materials which do not become an integrated part of the assembly, accessory, or component. Typical items are lubricants, solvents, wiping rags, emery cloth, plating material, safety wire and abrasives. Price of indirect material shall be included in the Hourly Composite Rate.

(g) "Inrepairable" means a condition where an item cannot be returned to service in accordance with the applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration.

(h) "New, Unused Parts" means serviceable parts that have never been used, which conform to current production standards and which are intended for replacement for like inrepairable parts.

(i) "Out-of-Plant Services" means those services performed for the contractor by its vendor, processor or subcontractor, such as special grinding, plating or similar rework processes, on components or parts removed from the Government-owned reparable items.

(j) "Overhaul" means (1) the complete disassembly of the contract items listed in Section B including every assembly, subassembly and part; (2) the cleaning of each part and its inspection for serviceability; (3) the repair or rework of each reparable part and the replacement of each inrepairable part; (4) the reassembly, calibration, as necessary, testing

and inspection; (5) the marking and finishing of the exterior, where required; and (6) the preservation, packing and packaging, as required.

(k) "Reparable" means the condition of an item which can be returned to service after repair or rework in accordance with procedures, tolerances and limits established by the overhaul and repair instructions issued by the item manufacturer, or as otherwise authorized under the provisions of the Federal Aviation Regulations.

(l) "Serviceable" means the condition of an item in a good state of preservation that can be placed in service in accordance with applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration without repair.

(n) "Test" means a test or check of equipment in its operational (or functional) environment, using equipment, procedures, and limits specified in applicable authorized manufacturer publications, manuals, and specifications and technical orders or FAA authorized changes in procedures and limits.

C 3 RESIDUAL CONTRACTOR INVENTORY (JAN 1997)

CLA 1313

If there are parts, material or supplies which are obtained by the contractor but are not furnished, installed, or consumed in the performance of this contract, such items shall not be paid for by the Government. Such parts shall be kept separate from any Government-furnished property, at all times, and shall remain the property of the contractor.

PART I - SECTION D
PACKAGING AND MARKING

Not Applicable.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E 1 INSPECTION AND ACCEPTANCE (JAN 1997)

CLA 1901

(a) Source inspection of the material by an authorized representative of the Federal Aviation Administration shall be made prior to shipment at the contractor's plant in accordance with the contract terms and conditions. The contractor shall give the Contracting Officer notice at least 15 working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number and date of proposed inspection. The contractor shall indicate in the following space the location of the plant where the material will be available for inspection.

Plant CAPITAL AVIATION INC

Location HANGAR 12 W ILEY POST AIRPORT

(b) Final inspection at destination shall be ONLY for damage in transit, quantity, item substitution, and visual defects.

(c) Final acceptance shall be at destination.

(d) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clauses entitled

"Inspection of Supplies- Fixed Price" (AM S 3.10.4-2)

"Inspection of Services- Both Fixed-Price & Cost Reimbursement"
(AMA 3.10.4-4)

"Inspection - Time and Material and Labor Hour" (AM S 3.10.4-5)

3.1-1 C lauses and Provisions Incorporated by R eference (June 1999)

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

3.10.4-2 Inspection of Supplies—Fixed-Price (November 1997)

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

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

PART I -SECTION F
DELIVERIES OR PERFORMANCE

F 1 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.

F 2 CONTRACT PERIOD (JAN 1997) CLA 1604

The effective period of this contract is from : "date of award" thru 30 Sep 2006 (basic year plus 4 one-year options if all options are exercised). Note—Basic year is date of award thru 30 Sep 2002.

F 3 ACCELERATED DELIVERY (JAN 1997) CLA 1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 C lauses and Provisions Incorporated by R eference (June 1999)

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

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Jan. 31, 2007.

(End of clause)

3 2 4-20 Indefinite Quantity (July 1996)

PART I-SECTION G
CONTRACT ADMINISTRATION DATA

G 1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA .0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMSC clause 3 2 4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G 2 INVOICING PROCEDURES -GENERAL (JUL 1997)

CLA .0135

(a) In addition to the requirements set forth at AMSC clause 3 3 1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)

P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to: FAA, Mike Monroney Aeronautical Center
AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy to: FAA, Mike Monroney Aeronautical Center
ATTN: ROBERT WALKER AVN-333
Aircraft Support Section, HGE, Rm 128
6500 S. MacArthur Blvd
Oklahoma City, OK 73169-6900

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.

G 3 WARRANTY -PRODUCTS (JAN 1997)

CLA 4530

(a) The contractor warrants that the products ("products" includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.

(b) The contractor shall replace or repair any products which fail in operation within 12 months from the date of receipt. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on an FOB destination basis. FAA will install replacements at no expense to the contractor.

(c) Products replaced under the provisions of this warranty shall remain the property of FAA unless the contractor wishes to obtain ownership. In this case, the contractor shall notify FAA of such in writing not later than the date of receipt by FAA of the replacement products. The contractor is responsible for packaging and shipping costs.

(d) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

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 listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

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 30 days, 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 6 months 5 years.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H 1 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA .0125

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

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

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

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

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

NOTE:

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

EXAMPLE

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

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

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

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

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

Final Billing Adjustment

Skill I

Weight 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

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

I1 SAVE HARM LESS 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.

I2 WARRANTY -SERVICES (JAN 1997)

CLA 3313

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

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

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 listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (October 1999)

3.2.2.3-29 Integrity of Unit Prices (April 1996)

3.2.2.3-33 Order of Precedence (January 1999)

3.2.2.3-38 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing Data

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through Sept. 30, 2006.

(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 communication methods only if authorized in Schedule. (End of Clause)

3.2.4-16/alt1 Ordering Alternate 1 (October 1996)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-7 Disclosure Regarding Payments to Influence certain Federal Transactions

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)

3.3.1-5 Payments Under Time and Materials and Labor Hour Contracts (April 2001) and Alternate 1

3.3.1-9 Interest (April 1996)

3.3.1-10 Availability of Funds (April 1996)

- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-14 Limitation 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 (EFT) Payment - Central Contractor Registration (CCR) (June 2001)
-
- 3.5-3 Patent Indemnity (April 1996)
- 3.6.1-1 Notice of Total Small Business Set-Aside (April 1996)
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (September 2001)
- 3.6.2-1 Contract Work Hours and Safety Standards Act - Overtime Compensation (April 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)
- 3.6.2-5 Certification of Nonsegregated Facilities (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
- 3.6.2-12/alt1 Affirmative Action for Special Disabled and Vietnam Era Veterans Alternative I (July 1996)
- 3.6.2-13 Affirmative Action for Workers with Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 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)
- 3.6.3-1 Clean Air and Water Certification (April 1996)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.3-8 Ozone Depleting Substance (August 1998)
- 3.6.4-2 Buy American Act - Supplies (July 1996)
- 3.8.2-9 Site Visit (April 1996)
- 3.9.1-1 Contract Disputes (August 1999)
- 3.9.1-2 Protest After Award (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)
- 3.10.1-12 Changes - Fixed-Price (April 1996)
- 3.10.1-14 Changes - Time and Materials or Labor Hours (April 1996)
- 3.10.1-17 Change Order Accounting (April 1996)
- 3.10.1-22 Contracting Officer's Technical Representative (July 1996)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
- 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)
- 3.10.2-3 Subcontracts (Time and Materials and Labor-Hour Contracts) (April 1996)
- 3.10.3-1 Definitions (December 1997)
- 3.10.3-2/alt1 Government Property - Basic Clause Alternative I (December 1997)
- 3.10.3-2/alt2 Government Property - Basic Clause Alternative II (December 1997)
- 3.10.3-10 Management of Government Property in Contractor's Possession (December 1997)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)

It is the Federal Aviation Administration (FAA) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by FAA or in organizations whose interests may be substantially affected by Agency activities. Based on this policy:

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by FAA, or with an organization whose interests may be substantially affected by Agency activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to FAA, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may:

(1) disqualify the offeror, or

(2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

(End of provision)

3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (October 1999)

(a) If the Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of an FAA procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

325-12 Notice of Employment of Former United States Government Employees (Service Contracts) (November 1997)

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.

(b) The offeror shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Contractor's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive.

NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT
EMPLOYEES (SERVICE CONTRACTS)

The following individuals are former United States Government employees who are presently employed by _____ [company name].

Employee's Name	Former Agency of Employment	Description of Contract/Task	Subcontractor	Date of Separation from Agency

_____ This company has not hired and does not intend to hire any former United States Government employees who took the buyout.

Contractor's Certification

On behalf of _____ [company's name] I certify that the above information is accurate and complete to the best of my knowledge.

[Name of Company Representative]
Contracting Officer's Certification

I have reviewed the above information and have determined that:

_____ The buyout legislation has not been violated

_____ The employment is in violation of the buyout legislation and the employee is required to repay the incentive payment. The contractor shall remain the employee of his/her obligation to pay.

[Contracting Officer's Name]

Date

(End of clause)

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

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor shall provide EFT information to the CCR database. Payments by the Federal Aviation Administration (FAA) under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If payment is made by EFT, the FAA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(1) In the event the FAA is unable to release one or more payments by EFT, the Contractor agrees to either: (i) accept payment by check or some other mutually agreeable method of payment; or (ii) request the FAA to extend the payment due date until such time as the FAA can make payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 234-3867. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(2) If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the FAA of the payment receiving point applicable to this contract, the FAA shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(c) Mechanisms for EFT payment. The FAA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the FAA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the FAA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided

to the CCR database. No invoice or contract financing request shall be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

(2) Changes made to an existing record in the CCR database will become effective not later than the 30th day after receipt in the CCR database. However, the Contractor may request that no further payments be made until the changed EFT information is implemented into the CCR database. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (c) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the FAA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the FAA remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information in the CCR database was incorrect, or was revised within 30 days at the time of FAA release of the EFT payment transaction instruction to the Federal Reserve System, and:

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

(ii) If the funds remain under the control of the payment office, the FAA retains the right to either make payment by mail or suspend the payment in accordance with paragraph (d) of this clause.

(g) EFT and prompt payment.

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

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor to the CCR database, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the FAA is notified of the defective EFT information.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the FAA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the FAA of a change to the routing transit number, Contractor account number, or account type. The FAA shall use the changed data in accordance with paragraph (d) (2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in

accordance with paragraph (d) (2) that no further payments be made until the changed EFT information is implemented by the payment office. The FAA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

3.6.3-11 Toxic Chemical Release Reporting (August 1998)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313 (c) of EPCRA, 42 U.S.C. 11023 (c);
- (2) The facility does not have 10 or more full-time employees as specified in section 313 (b) (1) (A) of EPCRA, 42 U.S.C. 11023 (b) (1) (A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023 (f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;
- (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—

- (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall—
 - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

- (ii) Continue to file the annual Form R for the life of the contract for such facility.
 - (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
 - (e) Except for acquisitions of commercial items shall—
 - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and
 - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).
- (End of clause)

I2 WARRANTY -SERVICES (JAN 1997)

CLA 3313

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by FAA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to FAA, and any services or materials corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed.

PART III -SECTION J
LIST OF ATTACHMENTS

Attachment 1	Negotiated Direct Hourly Labor Rates	1 page
Attachment 2	Aircraft Photographs	5 pages
Attachment 3	DOL Wage Determination Under the Service Contract Act dated 31 May 01	10 pages

Attachment 2

NEGOTIATED DIRECT HOURLY LABOR RATES
Screening Information Request DTFA-02-02-R-02935

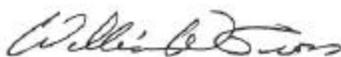
NOTICE: This document corresponds to Clause H.@05, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth below is the direct labor portion of the negotiated composite/billing rate shown in Section B.

<u>LABOR CATEGORY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
SKILLED	9 12.90	13.30	13.70	14.10	14.45
HELPER	9.10	9.40	9.70	10.00	10.30
MECHANIC	18.00	18.54	19.10	19.67	20.26

Company: [Handwritten Signature]

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2431
Revision No.: 18
Date of Last Revision: 05/31/2001

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 TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.26
Accounting Clerk II	10.19
Accounting Clerk III	13.06
Accounting Clerk IV	17.46
Court Reporter	14.17
Dispatcher, Motor Vehicle	13.46
Document Preparation Clerk	10.00
Duplicating Machine Operator	10.00
Film/Tape Librarian	9.88
General Clerk I	8.70
General Clerk II	9.43
General Clerk III	11.94
General Clerk IV	17.20
Housing Referral Assistant	16.69
Key Entry Operator I	8.81
Key Entry Operator II	9.99
Messenger (Courier)	9.49
Order Clerk I	9.30
Order Clerk II	12.86
Personnel Assistant (Employment) I	10.54
Personnel Assistant (Employment) II	11.50
Personnel Assistant (Employment) III	14.34
Personnel Assistant (Employment) IV	16.63
Production Control Clerk	15.50
Rental Clerk	10.35
Scheduler, Maintenance	11.55
Secretary I	11.55
Secretary II	14.40
Secretary III	16.69
Secretary IV	18.76

Secretary V	19.86
Service Order Dispatcher	10.80
Stenographer I	10.12
Stenographer II	11.36
Supply Technician	18.76
Survey Worker (Interviewer)	12.32
Switchboard Operator-Receptionist	9.16
Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	9.10
Travel Clerk II	9.56
Travel Clerk III	10.01
Word Processor I	8.10
Word Processor II	9.70
Word Processor III	10.53

Automatic Data Processing Occupations

Computer Data Librarian	8.07
Computer Operator I	9.52
Computer Operator II	11.72
Computer Operator III	15.71
Computer Operator IV	17.00
Computer Operator V	18.84
Computer Programmer I (1)	18.12
Computer Programmer II (1)	20.79
Computer Programmer III (1)	25.71
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	21.80
Computer Systems Analyst II (1)	24.40
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.67

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.64
Automotive Glass Installer	14.08
Automotive Worker	14.08
Electrician, Automotive	14.86
Mobile Equipment Servicer	12.54
Motor Equipment Metal Mechanic	15.64
Motor Equipment Metal Worker	14.08
Motor Vehicle Mechanic	15.64
Motor Vehicle Mechanic Helper	11.75
Motor Vehicle Upholstery Worker	13.31
Motor Vehicle Wrecker	14.08
Painter, Automotive	14.86
Radiator Repair Specialist	14.08
Tire Repairer	12.12
Transmission Repair Specialist	15.64

Food Preparation and Service Occupations

Baker	9.04
Cook I	7.51
Cook II	9.04
Dishwasher	6.60
Food Service Worker	6.50
Meat Cutter	11.21
Waiter/Waitress	6.75

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	14.86
Furniture Handler	10.36
Furniture Refinisher	14.86
Furniture Refinisher Helper	11.75
Furniture Repairer, Minor	13.31
Upholsterer	14.86

General Services and Support Occupations

Cleaner, Vehicles	7.33
Elevator Operator	7.98
Gardener	10.30
House Keeping Aid I	6.61
House Keeping Aid II	8.22
Janitor	8.22
Laborer, Grounds Maintenance	8.66
Maid or Houseman	6.61
Pest Controller	11.28
Refuse Collector	7.32
Tractor Operator	9.66
Window Cleaner	8.71

Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
Licensed Practical Nurse I	9.24
Licensed Practical Nurse II	10.38
Licensed Practical Nurse III	11.62
Medical Assistant	9.93
Medical Laboratory Technician	10.88
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	10.38
Registered Nurse I	16.11

Registered Nurse II	19.71
Registered Nurse II, Specialist	19.71
Registered Nurse III	23.84
Registered Nurse III, Anesthetist	23.84
Registered Nurse IV	28.58
Information and Arts Occupations	
Audiovisual Librarian	16.49
Exhibits Specialist I	17.00
Exhibits Specialist II	18.79
Exhibits Specialist III	23.46
Illustrator I	17.00
Illustrator II	18.79
Illustrator III	23.46
Librarian	16.48
Library Technician	11.07
Photographer I	10.96
Photographer II	13.53
Photographer III	16.34
Photographer IV	20.40
Photographer V	23.41
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.03
Counter Attendant	7.03
Dry Cleaner	8.59
Finisher, Flatwork, Machine	7.03
Presser, Hand	7.03
Presser, Machine, Drycleaning	7.03
Presser, Machine, Shirts	7.03
Presser, Machine, Wearing Apparel, Laundry	7.03
Sewing Machine Operator	9.22
Tailor	9.84
Washer, Machine	7.69
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.86
Tool and Die Maker	20.20
Material Handling and Packing Occupations	
Forklift Operator	11.53
Fuel Distribution System Operator	14.02
Material Coordinator	14.54
Material Expediter	14.54
Material Handling Laborer	10.95
Order Filler	11.74
Production Line Worker (Food Processing)	11.46
Shipping Packer	11.78
Shipping/Receiving Clerk	11.78

Stock Clerk (Shelf Stocker, Store Worker II)	12.62
Store Worker I	10.44
Tools and Parts Attendant	11.53
Warehouse Specialist	11.53

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	15.64
Aircraft Mechanic Helper	11.75
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	13.31
Aircraft Worker	14.08
Appliance Mechanic	14.86
Bicycle Repairer	12.12
Cable Splicer	17.99
Carpenter, Maintenance	14.95
Carpet Layer	14.08
Electrician, Maintenance	16.40
Electronics Technician, Maintenance I	13.01
Electronics Technician, Maintenance II	19.57
Electronics Technician, Maintenance III	21.95
Fabric Worker	13.31
Fire Alarm System Mechanic	15.64
Fire Extinguisher Repairer	12.54
Fuel Distribution System Mechanic	15.64
General Maintenance Worker	14.08
Heating, Refrigeration and Air Conditioning Mechanic	15.64
Heavy Equipment Mechanic	15.64
Heavy Equipment Operator	16.82
Instrument Mechanic	17.02
Laborer	9.04
Locksmith	14.86
Machinery Maintenance Mechanic	16.70
Machinist, Maintenance	15.64
Maintenance Trades Helper	11.75
Millwright	16.24
Office Appliance Repairer	14.86
Painter, Aircraft	14.86
Painter, Maintenance	14.86
Pipefitter, Maintenance	16.36
Plumber, Maintenance	15.73
Pneudraulic Systems Mechanic	15.64
Rigger	15.64
Scale Mechanic	14.08
Sheet-Metal Worker, Maintenance	15.64
Small Engine Mechanic	14.08
Telecommunication Mechanic I	19.01
Telecommunication Mechanic II	19.93
Telephone Lineman	19.01
Welder, Combination, Maintenance	15.64

Well Driller	15.64
Woodcraft Worker	15.64
Woodworker	12.54
Miscellaneous Occupations	
Animal Caretaker	8.37
Carnival Equipment Operator	8.65
Carnival Equipment Repairer	9.23
Carnival Worker	6.72
Cashier	6.86
Desk Clerk	8.41
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
Recreation Specialist	11.65
Recycling Worker	8.64
Sales Clerk	9.00
School Crossing Guard (Crosswalk Attendant)	6.37
Sport Official	9.02
Survey Party Chief (Chief of Party)	16.23
Surveying Aide	9.12
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.08
Swimming Pool Operator	10.40
Vending Machine Attendant	8.64
Vending Machine Repairer	10.40
Vending Machine Repairer Helper	8.40
Personal Needs Occupations	
Child Care Attendant	8.41
Child Care Center Clerk	12.06
Chore Aid	6.38
Homemaker	14.22
Plant and System Operation Occupations	
Boiler Tender	17.99
Sewage Plant Operator	14.86
Stationary Engineer	19.78
Ventilation Equipment Tender	11.75
Water Treatment Plant Operator	14.86
Protective Service Occupations	
Alarm Monitor	11.01
Corrections Officer	16.07
Court Security Officer	16.07
Detention Officer	16.07
Firefighter	15.23
Guard I	8.32

Guard II	12.21
Police Officer	16.91
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.79
Hatch Tender	13.73
Line Handler	13.73
Stevedore I	14.94
Stevedore II	16.67
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	13.73
Archeological Technician II	15.36
Archeological Technician III	19.02
Cartographic Technician	19.12
Civil Engineering Technician	18.18
Computer Based Training (CBT) Specialist/ Instructor	25.02
Drafter I	12.17
Drafter II	14.05
Drafter III	18.53
Drafter IV	21.63
Engineering Technician I	14.37
Engineering Technician II	18.00
Engineering Technician III	19.78
Engineering Technician IV	25.62
Engineering Technician V	29.57
Engineering Technician VI	33.93
Environmental Technician	17.03
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.92
Instructor	19.76
Laboratory Technician	12.23
Mathematical Technician	18.80
Paralegal/Legal Assistant I	12.51
Paralegal/Legal Assistant II	16.30
Paralegal/Legal Assistant III	19.94
Paralegal/Legal Assistant IV	24.13
Photooptics Technician	19.64
Technical Writer	20.46
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	15.90
Weather Observer, Senior (3)	18.30

Weather Observer, Upper Air (3)	15.90
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.40
Parking and Lot Attendant	8.00
Shuttle Bus Driver	10.09
Taxi Driver	9.49
Truckdriver, Heavy Truck	14.00
Truckdriver, Light Truck	10.09
Truckdriver, Medium Truck	11.40
Truckdriver, Tractor-Trailer	14.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

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

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

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

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

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

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

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

6) The contractor informs the affected employees.

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

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





