

**AWARD/CONTRACT**

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

RATING

PAGE

OF PGS

2. CONTRACT (Proc. Inst. Ident.) NO.  
DTFA-02-99-D-15146

3. EFFECTIVE DATE  
10-1-99

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  
9903390

5. ISSUED BY CODE  
FAA, Av, Med & Trng Contracting Team (AMQ-310)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4929

6. ADMINISTERED BY (If other than Item 5) CODE  
FAA, Av, Med & Trng Contract Mgmt. Team (AMQ-340)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4929

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Floyd A. Anderson, CPA  
6701 N. Broadway, Suite 225  
Oklahoma City, Ok 73116

8. DELIVERY

/x/ FOB Destination OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT  
Net 30 days

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

ITEM  
BLOCK 12.

CODE FACILITY CODE

11. SHIP TO/MARK FOR CODE  
To be shown on each Delivery Order issued hereunder.

12. PAYMENT WILL BE MADE BY: CODE  
FAA, Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913 (405) 964-4304

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c) ( ) 41 U.S.C. 253(c)()

14. ACCOUNTING AND APPROPRIATION DATA

To be shown on delivery order issued hereunder.

15A. ITEM NO | 15B. SUPPLIES/SERVICES

15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT

Accepted as to Items 1 and 2, inclusive (Base Year only), with pages 2R thru 6R, 8R, & 20R, as revised by contractor's offer, dated 6-9-99, and final revision on 9-3-99, and negotiations 8-24-99 through 9-3-99, incorporated herein by reference.

ESTIMATED

15G. TOTAL AMOUNT OF CONTRACT

\$715,440.78

**16. TABLE OF CONTENTS**

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT.	7	X	J	LIST OF ATTACHMENTS	24
X	D	PACKAGING AND MARKING	N/A	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORPORATED
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X	G	CONTRACT ADMINISTRATION DATA	8-10	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	10-15				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

18. I X / AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number DTFA-02-99-R-03390, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER  
SUE COY

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

19C. DATE SIGNED

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

20C. DATE SIGNED

7-9-99

**SOLICITATION, OFFER AND AWARD**

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

DATING

PAGE OF

1 Pages 33

2. CONTRACT NO.

3. SOLICITATION NO.

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NO.

DTEFA-02-99-R-03390

SEALED BID (IFB)  
 NEGOTIATED (RFO)

5-19-99

NO. 9903390

(FAA Internal Use Only)

7. ISSUED BY

FAA, AvMedTrng Contracting Team (AMQ-310)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4929

8. ADDRESS OFFER TO (If other than item 7)  
FAA, Sue Coy, AMQ-310  
Room 380, Multi-Purpose Building  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4933

Labor-Hour

SOLICITATION Accounting Support Services

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 380, Multi-Purpose Building until 3:30 p.m. local time 6-18-99  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >

A. NAME  
Sue Coy

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  
(405) 954-7881

11. TABLE OF CONTENTS

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✓	C	DESCRIPTION/SPECS./WORK STATEMENT	7	✓	J	LIST OF ATTACHMENTS	25
✓	D	PACKAGING AND MARKING	N/A	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
✓	E	INSPECTION AND ACCEPTANCE	7	✓	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	26-30
✓	F	DELIVERIES OR PERFORMANCE	7-8	✓	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	30-33
✓	G	CONTRACT ADMINISTRATION DATA	8-10	✓	M	EVALUATION FACTORS FOR AWARD	N/A
✓	H	SPECIAL CONTRACT REQUIREMENTS	10-15				

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

(See Section I, Clause 3.3.1-6) >

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

FLOYD A. ANDERSON, CPA  
6701 N. BROADWAY, SUITE 225  
OKC, OK 73116

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(Type or print)  
FLOYD A. ANDERSON

15B. TELEPHONE NO. (Include area code)

(405) 767-9855

15C. CHECK IF REMITTANCE ADDRESS

IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

*Floyd A. Anderson*

18. OFFER DATE

6-9-99

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c)(1)  41 U.S.C. 253(c)(1)

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

24. ADMINISTERED BY (If other than item 7)

FAA, AMT Contract Management Team (AMQ-340)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4929

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)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

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

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

B.1 BASE YEAR: The contractor shall provide all necessary labor to accomplish the required operational and/or system tasks as set forth in the Statement of Work (SOW), Attachment 1 hereto, in accordance with the terms and provisions herein at the pricing set forth below:

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Hours</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Labor Discipline (Skill)			
a.	General Accountant (Project Manager)	1,766	\$35.55	\$ 62,781.30
	(1) Overtime	80	\$39.65	\$ 3,172.00
b.	General Accountant II	1,792	\$35.04	\$ 62,791.68
	(1) Overtime	80	\$39.65	\$ 3,172.00
c.	General Accountant I	14,336	\$31.86	\$456,744.96
	(1) Overtime	600	\$35.68	\$ 21,408.00
d.	Accounting Clerk III	3,532	\$21.25	\$ 75,055.00
	(1) Overtime	40	\$22.03	\$ 881.20
e.	Accounting Clerk II	1,792	\$16.07	\$ 28,797.44
	(1) Overtime	40	\$15.93	\$ 637.20
2	Expertise Premium (See SOW, Paragraph 1.3.3)		Pricing To Be Negotiated	

TOTAL BASE YEAR ESTIMATED PRICE: \$715,440.78

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

B.2 FIRST OPTION YEAR: The contractor shall provide all necessary labor to accomplish the required operational and/or system tasks as set forth in the Statement of Work (SOW), Attachment 1 hereto, in accordance with the terms and provisions herein at the pricing set forth below:

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Hours</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Labor Discipline (Skill)			
a.	General Accountant (Project Manager)	1,766	\$36.72	\$ 64,847.52
	(1) Overtime	80	\$41.00	\$ 3,280.00
b.	General Accountant II	1,792	\$36.19	\$ 64,852.48
	(1) Overtime	80	\$41.00	\$ 3,280.00
c.	General Accountant I	14,336	\$32.90	\$471,654.40
	(1) Overtime	600	\$36.89	\$ 22,134.00
d.	Accounting Clerk III	3,532	\$21.93	\$ 77,456.76
	(1) Overtime	40	\$22.77	\$ 910.80
e.	Accounting Clerk II	1,792	\$16.58	\$ 29,711.36
	(1) Overtime	40	\$16.48	\$ 659.20

2 Expertise Premium (See SOW, paragraph 1.3.3) Pricing To Be Negotiated

TOTAL FIRST OPTION YEAR ESTIMATED PRICE: \$738,786.52

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

B.3 SECOND OPTION YEAR: The contractor shall provide all necessary labor to accomplish the required operational and/or system tasks as set forth in the Statement of Work (SOW), Attachment 1 hereto, in accordance with the terms and provisions herein at the pricing set forth below:

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Hours</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Labor Discipline (Skill)			
a.	General Accountant (Project Manager)	1,766	\$37.84	\$ 66,825.44
	(1) Overtime	80	\$42.28	\$ 3,382.40
b.	General Accountant II	1,792	\$37.29	\$ 66,823.68
	(1) Overtime	80	\$42.28	\$ 3,382.40
c.	General Accountant I	14,336	\$33.89	\$485,847.04
	(1) Overtime	600	\$38.03	\$ 22,818.00
d.	Accounting Clerk III	3,532	\$22.59	\$ 79,787.88
	(1) Overtime	40	\$23.48	\$ 939.20
e.	Accounting Clerk II	1,792	\$17.08	\$ 30,607.36
	(1) Overtime	40	\$17.00	\$ 680.00
2	Expertise Premium (See SOW, paragraph 1.3.3)		Pricing To Be Negotiated	
TOTAL SECOND OPTION YEAR ESTIMATED PRICE:				\$761,093.40

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

B.4 THIRD OPTION YEAR: The contractor shall provide all necessary labor to accomplish the required operational and/or system tasks as set forth in the Statement of Work (SOW), Attachment 1 hereto, in accordance with the terms and provisions herein at the pricing set forth below:

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Hours</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Labor Discipline (Skill)			
a.	General Accountant (Project Manager)	1,766	\$ <u>38.99</u>	\$ <u>68,856.34</u>
	(1) Overtime	80	\$ <u>43.59</u>	\$ <u>3,487.20</u>
b.	General Accountant II	1,792	\$ <u>38.42</u>	\$ <u>68,848.64</u>
	(1) Overtime	80	\$ <u>43.59</u>	\$ <u>3,487.20</u>
c.	General Accountant I	14,336	\$ <u>34.91</u>	\$ <u>500,469.76</u>
	(1) Overtime	600	\$ <u>39.20</u>	\$ <u>23,520.00</u>
d.	Accounting Clerk III	3,532	\$ <u>23.26</u>	\$ <u>82,154.32</u>
	(1) Overtime	40	\$ <u>24.21</u>	\$ <u>968.40</u>
e.	Accounting Clerk II	1,792	\$ <u>17.59</u>	\$ <u>31,521.28</u>
	(1) Overtime	40	\$ <u>17.54</u>	\$ <u>701.60</u>
2	Expertise Premium (See SOW, paragraph 1.3.3)		Pricing To Be Negotiated	
TOTAL THIRD OPTION YEAR ESTIMATED PRICE:				\$ <u>784,014.74</u>

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

B.5 FOURTH OPTION YEAR: The contractor shall provide all necessary labor to accomplish the required operational and/or system tasks as set forth in the Statement of Work (SOW), Attachment 1 hereto, in accordance with the terms and provisions herein at the pricing set forth below:

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Hours</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Labor Discipline (Skill)			
a.	General Accountant (Project Manager)	1,766	\$40.14	\$ 70,887.24
	(1) Overtime	80	\$44.91	\$ 3,592.80
b.	General Accountant II	1,792	\$39.56	\$ 70,891.52
	(1) Overtime	80	\$44.91	\$ 3,592.80
c.	General Accountant I	14,336	\$35.94	\$515,235.84
	(1) Overtime	600	\$40.38	\$ 24,228.00
d.	Accounting Clerk III	3,532	\$23.93	\$ 84,520.76
	(1) Overtime	40	\$24.93	\$ 997.20
e.	Accounting Clerk II	1,792	\$18.09	\$ 32,417.28
	(1) Overtime	40	\$18.06	\$ 722.40
2	Expertise Premium (See SOW, paragraph 1.3.3)		Pricing To Be Negotiated	

TOTAL FOURTH OPTION YEAR ESTIMATED PRICE: \$807,085.84

PART I - SECTION C  
SCOPE OF WORK

C.1 Statement of Work

Statement of Work in accordance with Attachment 1, hereto.

3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

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

PART I - SECTION D  
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E  
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION

Final inspection and acceptance shall be at destination, FAA, Mike Monroney Aeronautical Center, 6500 S. MacArthur Blvd, Accounting Functional Division AMZ-200, Oklahoma City, OK 73169

PART I - SECTION F  
DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

All deliverables shall be in accordance with the provisions set forth in the Statement of Work, Attachment 1, hereto, Objective Standards for "Operational, Systems, and Debt Collection" Tasks, as further defined by task assignment forms, to be issued on a monthly basis to each contractor personnel assigned to the contract.

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is one year from 10-1-99, or date of award, whichever is later.

F.3 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.4 PLACE OF PERFORMANCE

Contract performance will be within the Office of Financial Services at the FAA, Mike Monroney Aeronautical Center, 6500 S. MacArthur Boulevard, Oklahoma City, OK.

#### 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.

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

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

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

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

### PART I - SECTION G CONTRACT ADMINISTRATION DATA

#### G.1 PERFORMANCE EVALUATION MEETINGS

Performance evaluation meetings will be held as often as is considered necessary by the contractor or the Government. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued.

#### G.2 INVOICING PROCEDURES - GENERAL (JUL 1997)

CLA.0135 (R)

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice bi-weekly for (1) 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  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:  
(1) Contract number and applicable Delivery Order number.

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

G.3 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

G.4 WITHHOLDING OF PAYMENTS WAIVER

The withholding provision of AMS clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts, are hereby waived for this contract. The Government will not withhold or retain any payment or portion thereof pursuant to AMS 3.3.1-5. However, as a condition for waiving this requirement, the contractor agrees to execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this contract.

3.2.4-16 ORDERING (OCTOBER 3, 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-19 REQUIREMENTS (OCTOBER 3, 1996) ALTERNATE I (OCTOBER 3, 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) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and

services specified in the "Schedule" that exceed the quantities that the activity may itself furnish within its own capabilities.

(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 the delivery date required by order(s) placed within the ordering period.

#### PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

##### H.1 HOURS OF OPERATION

The contractor shall work within the constraints of Alternative Work Schedule (AWS) as practiced in the Office of Financial Services at the Aeronautical Center. These guidelines require contract employees to work a 40 hour week between the hours of 6:00 a.m. and 6:00 p.m., with core operating hours between 9:30 a.m. and 2:30 p.m. A minimum of 30 minutes and a maximum of one hour is allowed for lunch. Occasionally, emergency requirements may dictate work to be performed at times other than those prescribed or scheduled. Under these circumstances, the work shall be performed as directed by the contractor. The contractor shall be given, if possible, advance notice when circumstances dictate work to be performed at times other than those prescribed or scheduled.

##### H.2 ACCEPTABLE QUALITY LEVEL (AQL)

An acceptable AQL may be stated in terms of the maximum percent defective, maximum number of defects per hundred units, or the number of defects that can be considered satisfactory on the average. It may also include the allowable leeway or variance from a standard before the Government will reject a specific service. An AQL does not imply that the contractor may perform in a defective way. It implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the defective performance does not exceed the AQL, the service will not be rejected by the Government. However, the contractor must re-perform, when possible, all defective work. The Government considers defects to include:

- (a) Untimely completion of work.
- (b) Use of incorrect procedures for DAFIS data entry.
- (c) Input of incorrect DAFIS accounting data.
- (d) Failure to include all appropriate DAFIS accounting classification data in DAFIS transactions.
- (e) Failure to correctly and completely distribute supporting information and documentation to customer accounting offices.

H.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE  
DISPUTE RESOLUTION (APRIL 1998)

CLA. 4540

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

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

H.4 AERONAUTICAL CENTER REGULATIONS (JAN 1997)

CLA. 3402

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

H.5 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES  
AND VEHICLE DECALS (APRIL 1998)

CLA. 3403

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

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

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

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

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

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

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her identification card. Such ID card shall be in an unexpired state, unless waived by AMC-700.

(1) Arrangements for ID card preparation, including photographs and laminating, can be made by contacting the Aeronautical Center guards at (405) 954-4620. The Aeronautical Center guard office is located in Room 151 of Headquarters Building.

(2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 should be submitted at the same time the personnel security investigation paperwork required by Clause 0088, Security Investigation of Contractor Personnel is submitted. These forms should be submitted to the Aeronautical Center guards in Headquarters Building, Room 151. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

H.6 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (JAN 1997)

CLA.0069

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$100 or less.

H.7 CONTRACT SHUTDOWN PROCEDURES PENDING  
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

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

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

H.8 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT  
EMPLOYEES (SEP 1998)

CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to

allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

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

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

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

#### H.9 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>Actual Labor Rate Paid</u>	<u>Hours Worked</u>	<u>Total Labor Dollars</u>
Contract Skill I	Employee A - \$22.00	100	\$ 2,200.00
	Employee B - \$20.00	100	2,000.00
	Employee C - \$19.00	100	1,900.00
	Employee D - \$19.50	100	1,950.00
Invoice Total		400	\$ 8,050.00
Previous Totals (All other invoices)		<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	100	1,850.00
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

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

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

## Final Billing Adjustment

## Skill I

Wage ratio 93% ( $\$20.00/\$21.50$ ), Variance 7% (100%-93%),  
Adjustment 5% (98%-93%)

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

## Skill II

Wage ratio 99% ( $\$18.59/\$18.75$ ), Variance 1% (100%-99%),  
Adjustment 0% (98%-99%)

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

## 3.8.2-17 Key Personnel and Facilities (July 1996)

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

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

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

(d) The key personnel and/or facilities under this contract are those shown in Section B herein.

PART II - SECTION I  
CONTRACT CLAUSES

NOTICE: The following provisions applicable to this section are hereby incorporated by reference:

- 3.2.2.3-1 False Statements in Offers (April 1996)
- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)
- 3.2.2.3-33 Order of Precedence (November 1997)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (April 1996)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.4.1-10 Insurance--Work On Government Installation (July 1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (August 1998)
- 3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (October 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (April 1996)
- 3.6.2-1 Contract Work Hours and Safety Standards Act--Overtime Compensation (April 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
- 3.6.2-13 Affirmative Action for Handicapped Workers (January 1998)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 3.6.2-28 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)
- 3.6.2-31 Fair Labor Standards Act and Service Contract Act--Price Adjustment (April 1996)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation

- (April 1996)
- 3.8.2-20 Qualifications of Employees (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)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.1-24 Notice of Delay (November 1997)
- 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)

## I.1 CEILING PRICE (JAN 1997)

CLA.0120

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

## I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

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

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

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

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

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

(d) Certificate holder address:

FAA, Contract Management Team (AMQ-340)  
P. O. Box 25082  
Oklahoma City, OK 73125

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

## I.3 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way

incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

3.3.1-5            PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS  
(OCTOBER 3, 1996)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall

not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a) (1) above.

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor

as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

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

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

### 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
General Accountant (Project Manager) FG-12	\$22.95
General Accountant II, FG-12	\$22.95
General Accountant, FG-11	\$19.15
Accounting Clerk III, FG-7	\$12.94
Accounting Clerk I, FG-4	\$ 9.33

3.9.1-1 Contract Disputes (August 1999)

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

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

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

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

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

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

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

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

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

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

(1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 400 7th Street, S.W., Room 8332, Washington, DC 20590, Telephone: (202) 366-6400, Facsimile: (202) 366-7400; or

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

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In

no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

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

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

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

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

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

### 3.9.1-2 Protest After Award (August 1997)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

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

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

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

### 3.10.4-5 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (APRIL 1996)

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract.

(2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event

before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

PART III - SECTION J  
LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Title</u>	<u>Date</u>	<u>No. of Pages</u>
1	Statement of Work	8-24-99	11
2	Wage Determination No. 94-2432 (Rev 7)	6-30-97	10

# STATEMENT OF WORK

8/24/1999

## Section I

### GENERAL

#### 1.1 Scope of Work

The contractor will furnish all labor, including a Project Manager, necessary to accomplish the required operational and/or systems tasks specified in this Statement of Work.

##### 1.1.1 Operational Tasks

The operational tasks will include obtaining or receiving processing and recording various accounting documents into the Departmental Accounting and financial Information System (DAFIS) or DELPHI and distributing various supporting information about these transactions to the various customer accounting offices.

##### 1.1.2 System Tasks

The systems tasks required be those typically performed by a Accountant, such as defining customer accounting requirements and working with Computer Specialists and Systems Analysts to incorporate those requirements into DAFIS or DELPEL. In addition to the systems, tasks will include troubleshooting, researching, developing, and maintaining the various functions and processes of DAFIS or DELPHI as well as providing support for the efforts to design and implement DELPHI.

#### 1.2 Work Site

The work will be performed within the Accounting Functional Division offices at the Mike Monroney Aeronautical Center.

#### 1.3 Personnel

##### 1.3.1 Personnel Qualifications Requirements

The Contractor shall provide a sufficient number of people adequately qualified to undertake the management, administration, and technical tasks described in his Statement of Work. These individuals shall provide uninterrupted performance of the designated services at acceptable quality levels. The Contractor shall advise the Government at least 14 days in advance of any replacement of Contract personnel and obtain the Contracting Officer's acceptance of the proposed replacement individuals. Information regarding the experience and qualifications of the replacement must also be provided to the Contracting Officer at that time. The contractor may not hire off-duty or former Federal employees whose employment would result in a conflict with current Department of Transportation and Federal Aviation Administration (FAA) standards of conduct.

##### 1.3.1.1 The following personnel qualifications definitions are provided for guidelines in determining performance requirements:

General Accountant (Project Manager) The systems tasks required for this position are those typically performed by an Accountant, such as defining customer accounting requirements and working with Computer Specialists and Systems Analysts to incorporate those requirements into DAFIS or DELPHI. In addition to the systems, tasks will include troubleshooting, researching, developing, and maintaining the various functions and processes of DAFIS or DELPHI as well as providing support for the efforts to design and implement DELPHI. This position also provides the services outlines in part 1.3.2.1 and work tasks outlined in Section 4. Potential workforce must meet the minimum requirements as a General Accountant I and must perform the duties as a Project Manager outlined in section 1.3.2

General Accountant II- The system tasks required for this service are those typically performed by a Accountant such as defining customer accounting requirements and working with Computer Specialists and Systems Analyst to incorporate those requirements into DAFIS or DELPHI. In addition to the systems, tasks will include troubleshooting, researching, developing, maintaining the various functions and processes of DAFIS or DELPHI as well as providing support for the efforts to design and implement DELPHI. General Accountant II is assigned to specific work tasks that require minimal oversight, independent work and provides functions as primary focal point in a department wide effort. Defined work tasks are further outlined in Section 4. At the minimum, potential workforce must have met the requirements as a General Accountant before being assigned to a specific work task under this labor category.

General Accountant I- The system tasks required for this service are those typically performed by a Accountant such as defining customer accounting requirements and working with Computer Specialists and Systems Analyst to incorporate those requirements into DAFIS or DELPHI. In addition to the systems, tasks will include troubleshooting, researching, developing, maintaining the various functions and processes of DAFIS or DELPHI as well as providing support for the efforts to design and implement DELPHI. Potential workforce must meet one or more of the following qualifications: Certification as a Certified Public Accountant or Certified Internal Auditor; One year (18 semester hours) of graduate-level education in accounting or one of the related fields of business administration, finance, or public administration; one year as a professional accountant; one-year equivalent combination of the graduate-level education and one of the additional work experiences required above. Work tasks are further outlined in Section 4.

Accounting Clerk III- The operational tasks will include obtaining or receiving processing and recording various accounting documents into the Departmental Accounting and Financial Information System (DAFIS) or DELPHI and distributing various supporting information about these transactions to the various customer accounting offices. Specific work tasks are further outlined in Section 4. Contract personnel perform these duties with minimal supervision and complete the more detailed tasks required under Section 4.

Accounting Clerk II- The operational tasks will include obtaining or receiving processing and recording various accounting documents into the Departmental Accounting and Financial Information System (DAFIS) or DELPHI and distributing various supporting information about these transactions to the various customer accounting offices. Specific work tasks are further outlined in Section 4.

### 1.3.2 Contract Project Manager.

1.3.2.1 The contractor shall provide a Project Manager who will have responsibility for the Contractor performance. The Project Manager is an Accountant I providing Project Management Services. The Project Manager shall be responsible for the day-to-day management and coordination of this contract and shall act as the central point of contact with the Government. The contractor has final full authority to act for the Contractor in all matters relating to contractor performance. The Project Manager shall spend no more than 10 percent of this position's billed hours to the Government on contract administration tasks.

1.3.3 Expertise Premium. When deemed advantageous to the Government, and resources possessing a level of expertise above that specified in the contract are available at market competitive prices, an Expertise Premium, pricing to be negotiated through the Contracting Officer, may be ordered for a specific task/delivery order, normally by hour(s) of expertise required and/or milestone completion date. The contractor may propose the utilization of premium expertise for contract work but neither the utility nor availability of premium expertise will require its application on any task or project. In order to have the best available labor pool for this contract, potential employees may be identified by FAA personnel. Such identifications must not be construed as recommendations or advance approval for the selection or assignment of those individuals under this contract.

1.3.4 Each Contract employee shall wear a visible Government furnished identifying badge.

#### 1.4 Hours of Operation.

The contractor shall work within the constraints of flextime as practiced in the Accounting Functional Division at the Aeronautical Center. Project requirement may dictate work to be performed at times and days other than those prescribed. Under these circumstances, the work shall be performed as directed by the Government. The Contractor shall be given, if possible, advance notice when circumstances dictate work to be performed at times other than those prescribed.

#### 1.5 Protection of Property.

The contractor shall protect all existing facilities and equipment and shall replace or repair, at no cost to the Government, any damage occurring to facilities, buildings, equipment or grounds caused by the Contractor.

#### 1.6 Quality Control

The contractor shall establish a Quality Control Program to ensure that all contract products and services are provided in accordance with applicable Government regulation and instructions, and meet specified acceptable quality levels. The operations of the Contract Quality Control Program must be described in a written Quality Control Plan, which is to be submitted with the Contractor's proposal. The plan must be maintained and revised as necessary throughout the life of the contract. When changes to the plan occur, a revised copy of the plan must be provided to the Contracting Officer within five workdays before the effective date of the change. The plan will include, but not be limited to the following:

- a. A method of identifying deficiencies in the quality of service performed before an unacceptable level of performance is reached.
- b. A file of all quality control activity conducted by the Contractor and the corrective action taken, if any. This documentation shall be made available to the Government upon demand during the term of the contract.

##### 1.6.1 Acceptable Quality Level

An acceptable quality level (AQL) may be stated in terms of the maximum percent defective, maximum number of defects per hundred units, or the number of defects that can be considered satisfactory on the average. It may also include the allowable leeway or variance from a standard before the Government will reject a specific service. An AQL does not imply that the Contractor may perform in a defective way. It implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the defective performance does not exceed the AQL, the Government will not reject the service. However, the Contractor must re-perform when possible, all defective work. The Government considers defects to include:

- a. Untimely completion of work.
- b. Use of incorrect procedures for DAFIS or DELPHI data entry.
- c. Input of incorrect DAFIS or DELPHI accounting classification data.
- d. Failure to include all appropriate DAFIS or DELPHI accounting classification data in transactions.
- e. Failure to correctly and completely distribute supporting information and documentation to customer accounting offices.

##### 1.6.2 Performance Evaluation Meetings

Performance evaluation meetings will be held as often as is considered necessary by the Contractor or the Government. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued.

## STATEMENT OF WORK

### SECTION 2

#### DEFINITIONS and ABBREVIATIONS

The following special terms, phrases and abbreviations are used in this Statement of Work:

- 2.1 **Aeronautical Center (AC)**  
Synonymous with Mike Monroney Aeronautical Center (MMAC).
- 2.2 **Contract Discrepancy Reports (CDR)**  
A written document issued by the Government to the Contractor, regarding unsatisfactory performance. The contractor shall complete the CDR by explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problems will be prevented.
- 2.3 **Contracting Officer (CO)**  
The person executing this contract on behalf of the Government, and any other official or civilian employee who is properly designated Contracting Officer; and the term includes except as otherwise provided in this contract, the authorized representative of a contracting officer within the limits of his/her authority.
- 2.4 **DEPARTMENTAL ACCOUNTING AND FINANCIAL INFORMATION SYSTEM (DAFIS) and DELPHI**  
The accounting and financial information systems adopted for use by all activities within the Department of Transportation.
- 2.5 **INSPECTION**  
Those actions taken by the Government to view closely and critically in order to ascertain quality or state detect errors, or deviations from requirements and specifications.
- 2.6 **QUALITY CONTROL**  
Those actions taken by the Contractor to control the services provided so that it meets the requirements of the contract.
- 2.7 **SERVICES**  
"Services" as used herein is defined as performing all the necessary tasks to accomplish the required operational and systems tasks specified in this Statement of Work.

## STATEMENT OF WORK

### Section 3

#### Government Furnished Property and Services

##### 3.1 General

The Government will provide, without cost to the Contractor, the Government-owned equipment, materials, furniture, services, and facilities necessary to accomplish the specified contract work. The Government-furnished property and services referred to in this Statement of Work shall only be used by the Contractor to perform under the terms of the contract.

##### 3.2 Supplies and Materials

The Government shall provide to the Contractor, without cost, supplies and materials required to accomplish the specified work, including office supplies such as pencils, pens, note pads, paper clips, rulers, paper, and other items in common office use.

##### 3.2.1 Government Forms

The government will supply the Contractor with the required Government forms to perform work under this contract.

##### 3.3 Utilities

Water, sewage service, refuse collection, electricity, heat, air conditioning, and telephone service shall be furnished by the Government at no cost to the Contractor for accomplishing work described in the Statement of Work. A sufficient number of telephones will be furnished for use by the Contractor to conduct official Government business under this contract. The Contractor shall use Government-furnished utilities in a prudent manner consistent with energy conservation policies, and shall use telephones for official business only.

##### 3.4 Office Space

The Government will furnish office and desk space for use by contractor personnel. The space will meet minimum GSA standards and provide Contractor personnel with working space equivalent to that made available to Government employees. The Government will also provide normal maintenance and repair of the Government facilities occupied by the Contractor.

##### 3.5 Training

Where deemed advantageous to the Government, specified and unique training in accordance with the DELPHI plan will be provided to contractor personnel assigned to that project.

## STATEMENT OF WORK

### SECTION 4

#### WORK TASKS

##### 4.1 OPERATIONAL TASKS

###### 4.1.1 Principle Duties and Responsibilities

- a. Process Simplified Intergovernmental Billings and Collection (SIBAC) documents for any or all of the DOT modal administrations. This involve making a determination of the Administration Region/District for whom the charge belongs and then entering the charge into the system and preparing the intra-office transfers to each location of their portion. The hard copy of the billings is mailed to the proper office. SIBAC chargebacks must also be processed when received.
- b. Maintain books of original entry and special subsidiary ledgers to permit reconciling and balancing of selected accounts with the Department accounting offices and other governmental agencies. Also, perform research and analysis to insure accuracy and make adjustments as necessary to bring the accounts into balance.
- c. Review, validate, and process as proper collections to FAA or other DOT modes, various payment items cancelled by Treasury, such as SF-1098's and Cancelled Electronic Fund Transfer (EFT) items. This involved making a determination of the Administration Region/District for whom the credit belongs and then entering the credit into the system and preparing interoffice transfers to each location for their portion. Control logs may also need to be maintained for these processes.
- d. Review, validate, and process SF-1081's for billing or paying other Government agencies. SF-1081's must be separated and coded for entry into the system and then forwarded to the proper Agency/Region District.
- e. Obtain, by printing from Treasury's On-Line Payment and Collection (OPAC) System, bills to the Department from other Agencies. Charges on these bills are validated as proper, then separated and entered on the proper DOT agency's accounting records. Copies of the bills and any necessary supporting documentation is mailed to the proper agency.
- f. Receive and enter OPAC Bills (Collections) from the Department to other agencies. Appropriate information must be entered from the documents into the OPAC System. In addition, the information must be properly recorded in DAFIS or DELPHI.
- g. Process entries into the accounting system, which updates the National Statement of Cash Transactions. This report is utilized by the U.S. Treasury for the control of cash to Agencies.
- h. Access the U.S. Treasury Goals System by using a Personal Computer software package. From the Goals system obtain the Regional Disbursing Office totals by schedule and confirm the schedules in DAFIS or DELPHI. This is vital to the cash control of monies for the U.S. Treasury. Timeliness and accuracy are essential since this function provides actual check numbers of vendor payments.
- i. Assist in the reconciliation of the SF-224, Statement of Cash Transactions reported by Treasury, with the cash balances reported by DAFIS or DELPHI. Also, assist in the performance of research and in the corrective actions necessary to bring these reports into balance. The Contractor may have sole responsibility for reconciling one or more parts of this report, such as the Deposits or Letter of Credit Sections.
- j. Receive and refer telephone calls and relay messages.

4.1.2 Knowledge Required

- a. Knowledge of accounting procedures and techniques necessary to understand and work with the many functions and processes of DAFIS or DELPHI.
- b. Knowledge of the use and requirements of DAFIS or DELPHI. Its use applies to a wide range of transaction codes, batching configurations and inquiry possibilities.
- c. Knowledge of General Services Administration's Basic Ordering Agreement Codes.
- d. Knowledge of Treasury's cash reporting and reconciliation requirements and techniques.
- e. Knowledge of Treasury symbols for other Agencies appropriations.
- f. Knowledge and use of inter-region transfer accounts.
- g. Knowledge and use of variety of small computer software.

4.1.3 Scope and Complexity

The Contractor will be working with an extensive accounting system, which is Department-wide in scope. Within the assigned workload items, the Contractor must schedule the workload to keep the Department's region, district and center accounting entries updated in a timely manner. The Contractor must make timely decisions on the posting of other mode's cancelled checks, which influence all national and local reports.

The Contractor must have a working knowledge of the Treasury On-Line Payment and Collections System. From inquiries into this system, the Contractor will determine what entries need to be made into DAFIS or DELPHI to reflect Treasury's actions.

Decisions concerning accounting actions to be taken are complicated by the need for extensive coordination of work efforts with representatives from system user organizations.

Maintenance of accurate accounts by the Contractor will be important to the application and control of Federal funds for all DOT modes. Therefore, constant attention to the detail of transactions, reports, and statements is important.

The final result of the Contractor's duties will be the recordation of information into DAFIS or DELPHI. This information will be shown on Agency-wide reports and be used by accounting personnel Department-wide. Untimely actions by the Contractor can adversely impact the operations of Department, Region, and Center accounting offices, and/or result in incomplete and /or inaccurate financial reporting of the Contractor's workload areas.

A more detailed description of the principal operational tasks included in this Statement of Work is available for inspection in Room 5B Multipurpose Building between the hours of 8:00 a.m. to 4:00 p.m.

The quantities of the various documents presented herein are approximated and may vary,

<u>Document Types</u>	<u>Quantity</u>
SIBAC Documents (See Section 5.1.1A)	80
Cancelled Payment Items	50

(See Section 5.1.1C)	
Standard Form (SF) 1081's (See Section 5.1.1D)	20
OPAC Bills (See Section 5.1.1E)	400
OPAC Collections (See Section 5.1.1F)	60
Confirmed Schedules (See Section 5.1.1H)	350

In addition, this task requires about 32 hours per month to assist with cash reconciliation (See Section 4.1.1D), about 40 hours per month to answer the phone and relay messages and 20 hours per month to maintain control logs and file documents (See Section 4.1.1B).

## 4.2 SYSTEMS TASKS

### 4.2.1 Principal Duties and Responsibilities

- a. The Contractor will participate in the development and implementation of accounting systems, i.e., agency accounting systems; standard and/or industrial cost accounting systems; inventory and property accounting systems; and budgetary accounting control practices, including the appropriation and allotment accounting system. In addition, the contractor will examine and review existing systems and procedures for the purpose of determining whether or where improvements can or should be initiated. Development or improvement of a system will require justification as to its feasibility.
- b. The Contractor will analyze problem areas and recommend changes and techniques to improve the overall integrated accounting system. In addition, the Contractor will provide the technical guidance and assistance necessary to assure he consistent and uniform application of proposed systems and instructions in accordance with overall integrated accounting programs.
- c. The Contractor will review and analyze accountable reports originating from the Aeronautical Center for the purpose of determining the reasonableness of the reports and the accuracy of the system in preparing them.
- d. The Contractor will participate in the maintenance of all processes and functions currently performed by DAFIS.
- e. The Contractor will participate in and provide support for the design, build, and implementation of DELPHI.

### 4.2.2 Requirements and Deliverables

The contractor employees may be assigned to assist or independently perform any or all of the following task:

- a. Determining user functional requirements for specific accounting applications. These could be new requirements, which do not presently exist in DAFIS, or enhancements to existing processes.
- b. Interpreting these functional requirements for ADP System Analysts.

- c. Executing various system tests to validate that the new or enhanced functions meet the user's requirements.
- d. Those applicable tasks as stated by the DELPHI Project Work Plan.
- e. Assisting in the preparation of user guides or other training materials.
- f. Documenting or updating the DAFIS Functional Specification for the new or enhanced process.

## STATEMENT OF WORK

### Section 5

#### OBJECTIVE SANDARDS

##### 5.1 Objective Standards for Operational Tasks

These specifications define the quantities and quality of work to be accomplished under this contract. Where a Government specification is not directed, the Contractor shall perform all work to meet customs, standards, and practices of the trade.

5.1.1 Prior to the commencement of the contract performance, the Government will provide the Contractor with a briefing/orientation and specific written instructions to enable the Contractor to independently carry out the specified task with minimal assistance from Accounting Division personnel. A Government representative, however, will be available at all times to answer technical inquiries and to coordinate any matters, which are beyond the control of the Contractor.

5.1.2 After the completion of a three-month orientation period, the quantities of operational documents processed monthly by each contractor employee shall be within plus or minus en percent of the following:

A. SIBAC Documents	40
B. Cancelled Payments	25
C. SF-1081's	10
D. OPAC Bills	200
E. OPAC Collections	30
F. Confirmed Schedules	175

In addition, each employee could reasonable be expected to spend 16 hours on cash reconciliation, 20 hours answering the phone and 10 hours maintaining control logs and filing documents each month.

5.1.3 After the orientation period, an acceptable error rate would be no more that two- percent of the documents processed or actions taken.

##### 5.2 Objective Standards for System Tasks

The quality of work will be that reasonably expected of a professionally trained Accountant. Each "Project" will have specific tasks identified and milestone and/or completion dates established for each task. In addition, quality measurement factors will be developed where appropriate. Acceptable performance shall consist of meeting the quality measurement factors and millstones and/or completion dates 99 percent of the time.

## STATEMENT OF WORK

### Section 6

#### APPLICABLE REGULATIONS AND MANUALS

##### 6.1 Applicable Regulations and Manuals

Directives are considered advisory except when marked with a (M). The Government will furnish the list of directives and supplements/amendments, which may be issued during the life of the contract. These directives will be up-to-date when provided the Contractor. The Contractor will be responsible for filing any updating data on a current basis.

##### 6.2 FAA Regulations

6.2.1 FAA Order 3900.19, August 18, 1969, Occupational Safety (M).

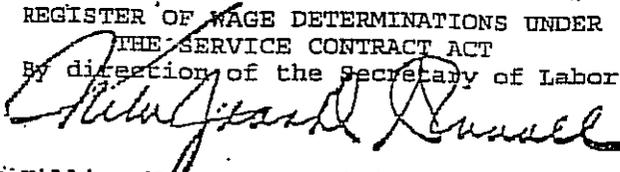
6.2.2 Aeronautical Center Order 3900.21B, October 15, 1976, Occupational Safety (M).

##### 6.3 Department of Labor

6.3.1 Department of Labor, Part 1910, Occupational Safety and Health Standards (M).

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor



William W. Gross      Division of  
Director              Wage Determinations

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

Wage Determination No.: 94-2432  
Revision No.: 7  
Date of Last Revision: 06/30/1997

State(s): 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 For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
<b>ADMINISTRATIVE SUPPORT AND CLERICAL:</b>	
01011 Accounting Clerk I	\$ 7.75
01012 Accounting Clerk II	\$ 8.53
01013 Accounting Clerk III	\$ 10.93
01014 Accounting Clerk IV	\$ 14.61
01030 Court Reporter	\$ 11.90
01050 Dispatcher, Motor Vehicle	\$ 11.90
01060 Document Preparation Clerk	\$ 8.91
01070 Messenger (Courier)	\$ 9.17
01090 Duplicating Machine Operator	\$ 8.91
01110 Film/Tape Librarian	\$ 9.55
01115 General Clerk I	\$ 7.33
01116 General Clerk II	\$ 7.94
01117 General Clerk III	\$ 10.06
01118 General Clerk IV	\$ 14.49
01120 Housing Referral Assistant	\$ 13.03
01131 Key Entry Operator I	\$ 8.41
01132 Key Entry Operator II	\$ 9.54
01191 Order Clerk I	\$ 7.50
01192 Order Clerk II	\$ 10.36
01261 Personnel Assistant (Employment) I	\$ 8.75
01262 Personnel Assistant (Employment) II	\$ 9.55
01263 Personnel Assistant (Employment) III	\$ 11.90
01264 Personnel Assistant (Employment) IV	\$ 13.80
01270 Production Control Clerk	\$ 13.03
01290 Rental Clerk	\$ 9.55
01300 Scheduler, Maintenance	\$ 9.55
01311 Secretary I	\$ 9.55
01312 Secretary II	\$ 11.90
01313 Secretary III	\$ 13.80
01314 Secretary IV	\$ 15.51
01315 Secretary V	\$ 16.43
01320 Service Order Dispatcher	\$ 9.55
01341 Stenographer I	\$ 8.50

01342 Stenographer II	\$ 9.55
01400 Supply Technician	\$ 15.27
01420 Survey Worker (Interviewer)	\$ 11.90
01460 Switchboard Operator- Receptionist	\$ 7.97
01510 Test Examiner	\$ 11.90
01520 Test Proctor	\$ 11.90
01531 Travel Clerk I	\$ 7.85
01532 Travel Clerk II	\$ 8.24
01533 Travel Clerk III	\$ 8.64
01611 Word Processor I	\$ 7.35
01612 Word Processor II	\$ 8.80
01613 Word Processor III	\$ 9.55

**AUTOMATIC DATA PROCESSING:**

03010 Computer Data Librarian	\$ 7.80
03041 Computer Operator I	\$ 8.00
03042 Computer Operator II	\$ 9.85
03043 Computer Operator III	\$ 13.20
03044 Computer Operator IV	\$ 14.28
03045 Computer Operator V	\$ 15.83
03071 Computer Programmer I 1/	\$ 13.24
03072 Computer Programmer II 1/	\$ 15.19
03073 Computer Programmer III 1/	\$ 18.78
03074 Computer Programmer IV 1/	\$ 21.84
03101 Computer Systems Analyst I 1/	\$ 19.93
03102 Computer Systems Analyst II 1/	\$ 22.30
03103 Computer Systems Analyst III 1/	\$ 25.59
03160 Peripheral Equipment Operator	\$ 7.80

**AUTOMOTIVE SERVICE:**

05005 Automobile Body Repairer, Fiberglass	\$ 15.11
05010 Automotive Glass Installer	\$ 13.60
05040 Automotive Worker	\$ 13.60
05070 Electrician, Automotive	\$ 14.36
05100 Mobile Equipment Servicer	\$ 12.12
05130 Motor Equipment Metal Mechanic	\$ 15.11
05160 Motor Equipment Metal Worker	\$ 13.60
05190 Motor Vehicle Mechanic	\$ 15.11
05220 Motor Vehicle Mechanic Helper	\$ 11.35
05250 Motor Vehicle Upholstery Worker	\$ 12.86
05280 Motor Vehicle Wrecker	\$ 13.60
05310 Painter, Automotive	\$ 14.36
05340 Radiator Repair Specialist	\$ 13.60
05370 Tire Repairer	\$ 12.12
05400 Transmission Repair Specialist	\$ 15.11

**FOOD PREPARATION AND SERVICE:**

07010 Baker	\$ 8.73
07041 Cook I	\$ 7.26
07042 Cook II	\$ 8.73
07070 Dishwasher	\$ 6.15
07100 Food Service Worker (Cafeteria Worker)	\$ 6.15
07130 Meat Cutter	\$ 8.73
07250 Waiter/Waitress	\$ 6.52

**FURNITURE MAINTENANCE AND REPAIR:**

09010 Electrostatic Spray Painter	\$ 14.36
09040 Furniture Handler	\$ 10.18
09070 Furniture Refinisher	\$ 14.36
09100 Furniture Refinisher Helper	\$ 11.35
09110 Furniture Repairer, Minor	\$ 12.86
09130 Upholsterer	\$ 14.36

**GENERAL SERVICES AND SUPPORT:**

11030 Cleaner, Vehicles	\$ 6.15
11060 Elevator Operator	\$ 6.15
11090 Gardener	\$ 7.75
11121 Housekeeping Aide I	\$ 5.72
11122 Housekeeping Aide II	\$ 6.15
11150 Janitor	\$ 6.15
11210 Laborer, Grounds Maintenance	\$ 6.52
11240 Maid or Houseman	\$ 5.72
11270 Pest Controller	\$ 8.24
11300 Refuse Collector	\$ 6.15
11330 Tractor Operator	\$ 7.27
11360 Window Cleaner	\$ 6.52

**HEALTH:**

12020 Dental Assistant	\$ 9.84
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 9.84
12071 Licensed Practical Nurse I	\$ 7.83
12072 Licensed Practical Nurse II	\$ 8.79
12073 Licensed Practical Nurse III	\$ 9.84
12100 Medical Assistant	\$ 8.79
12130 Medical Laboratory Technician	\$ 8.79
12160 Medical Record Clerk	\$ 8.79
12190 Medical Record Technician	\$ 12.18
12221 Nursing Assistant I	\$ 6.38
12222 Nursing Assistant II	\$ 7.18
12223 Nursing Assistant III	\$ 7.83
12224 Nursing Assistant IV	\$ 8.79
12250 Pharmacy Technician	\$ 10.96
12280 Phlebotomist	\$ 8.79
12311 Registered Nurse I	\$ 12.18
12312 Registered Nurse II	\$ 14.90
12313 Registered Nurse II, Specialist	\$ 14.90
12314 Registered Nurse III	\$ 18.03
12315 Registered Nurse III, Anesthetist	\$ 18.03
12316 Registered Nurse IV	\$ 21.61

**INFORMATION AND ARTS:**

13002 Audiovisual Librarian	\$ 15.51
13011 Exhibits Specialist I	\$ 14.28
13012 Exhibits Specialist II	\$ 15.79
13013 Exhibits Specialist III	\$ 19.71
13041 Illustrator I	\$ 14.28
13042 Illustrator II	\$ 15.79
13043 Illustrator III	\$ 19.71
13047 Librarian	\$ 15.07
13050 Library Technician	\$ 10.70
13071 Photographer I	\$ 10.59

13072 Photographer II	\$ 13.07
13073 Photographer III	\$ 15.79
13074 Photographer IV	\$ 19.71
13075 Photographer V	\$ 22.62

**LAUNDRY, DRY CLEANING, PRESSING:**

15010 Assembler	\$ 5.36
15030 Counter Attendant	\$ 5.36
15040 Dry Cleaner	\$ 7.26
15070 Finisher, Flatwork, Machine	\$ 5.36
15090 Presser, Hand	\$ 5.36
15100 Presser, Machine, Dry Cleaning	\$ 5.36
15130 Presser, Machine, Shirts	\$ 5.36
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.36
15190 Sewing Machine Operator	\$ 7.79
15220 Tailor	\$ 8.15
15250 Washer, Machine	\$ 5.99

**MACHINE TOOL OPERATION AND REPAIR:**

19010 Machine-tool Operator (Toolroom)	\$ 14.36
19040 Tool and Die Maker	\$ 19.52

**MATERIALS HANDLING AND PACKING:**

21010 Fuel Distribution System Operator	\$ 12.12
21020 Material Coordinator	\$ 12.22
21030 Material Expediter	\$ 12.22
21040 Material Handling Laborer	\$ 9.20
21050 Order Filler	\$ 11.34
21071 Forklift Operator	\$ 11.07
21080 Production Line Worker (Food Processing)	\$ 11.07
21100 Shipping/Receiving Clerk	\$ 10.21
21130 Shipping Packer	\$ 10.21
21140 Store Worker I	\$ 9.69
21150 Stock Clerk ( Shelf Stocker; Store Worker II )	\$ 10.87
21210 Tools and Parts Attendant	\$ 11.07
21400 Warehouse Specialist	\$ 11.07

**MECHANICS AND MAINTENANCE AND REPAIR:**

23010 Aircraft Mechanic	\$ 15.11
23040 Aircraft Mechanic Helper	\$ 11.35
23050 Aircraft Quality Control Inspector	\$ 15.88
23060 Aircraft Servicer	\$ 12.86
23070 Aircraft Worker	\$ 13.60
23100 Appliance Mechanic	\$ 14.36
23120 Bicycle Repairer	\$ 12.12
23125 Cable Splicer	\$ 15.11
23130 Carpenter, Maintenance	\$ 14.36
23140 Carpet Layer	\$ 13.60
23160 Electrician, Maintenance	\$ 15.11
23181 Electronics Technician, Maintenance I	\$ 12.57
23182 Electronics Technician, Maintenance II	\$ 18.91

23183 Electronics Technician, Maintenance III	\$ 21.21
23260 Fabric Worker	\$ 12.86
23290 Fire Alarm System Mechanic	\$ 15.11
23310 Fire Extinguisher Repairer	\$ 12.12
23340 Fuel Distribution System Mechanic	\$ 15.11
23370 General Maintenance Worker	\$ 13.60
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 15.11
23430 Heavy Equipment Mechanic	\$ 15.11
23440 Heavy Equipment Operator	\$ 15.11
23460 Instrument Mechanic	\$ 15.11
23470 Laborer	\$ 7.07
23500 Locksmith	\$ 14.36
23530 Machinery Maintenance Mechanic	\$ 15.00
23550 Machinist, Maintenance	\$ 15.11
23580 Maintenance Trades Helper	\$ 11.35
23640 Millwright	\$ 15.11
23700 Office Appliance Repairer	\$ 14.36
23740 Painter, Aircraft	\$ 14.36
23760 Painter, Maintenance	\$ 14.36
23790 Pipefitter, Maintenance	\$ 15.11
23800 Plumber, Maintenance	\$ 14.36
23820 Pseudraulic Systems Mechanic	\$ 15.11
23850 Rigger	\$ 15.11
23870 Scale Mechanic	\$ 13.60
23890 Sheet-metal Worker, Maintenance	\$ 15.11
23910 Small Engine Mechanic	\$ 13.60
23930 Telecommunications Mechanic I	\$ 15.11
23931 Telecommunications Mechanic II	\$ 15.88
23950 Telephone Lineman	\$ 15.11
23960 Welder, Combination, Maintenance	\$ 15.11
23965 Well Driller	\$ 15.11
23970 Woodcraft Worker	\$ 15.11
23980 Woodworker	\$ 12.12

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 8.13
24580 Child Care Center Clerk	\$ 10.13
24600 Chore Aide	\$ 5.72
24630 Homemaker	\$ 11.26

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 15.11
25040 Sewage Plant Operator	\$ 14.36
25070 Stationary Engineer	\$ 15.11
25190 Ventilation Equipment Tender	\$ 11.35
25210 Water Treatment Plant Operator	\$ 14.36

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 9.25
27006 Corrections Officer	\$ 10.60
27010 Court Security Officer	\$ 11.47
27040 Detention Officer	\$ 10.60
27070 Firefighter	\$ 10.49
27101 Guard I	\$ 6.53
27102 Guard II	\$ 9.57
27130 Police Officer	\$ 13.33

## STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:

28010 Blocker and Bracer	\$ 13.27
28020 Hatch Tender	\$ 13.27
28030 Line Handler	\$ 13.27
28040 Stevedore I	\$ 12.55
28050 Stevedore II	\$ 14.01

## TECHNICAL:

29010 Air Traffic Control 2/ Specialist, Center	\$ 23.45
29011 Air Traffic Control 2/ Specialist, Station	\$ 16.17
29012 Air Traffic Control 2/ Specialist, Terminal	\$ 17.81
29023 Archeological Technician I	\$ 11.40
29024 Archeological Technician II	\$ 12.76
29025 Archeological Technician III	\$ 15.79
29030 Cartographic Technician	\$ 15.79
29035 Computer Based Training Specialist/Instructor	\$ 18.28
29040 Civil Engineering Technician	\$ 15.79
29061 Drafter I	\$ 9.37
29062 Drafter II	\$ 10.83
29063 Drafter III	\$ 14.28
29064 Drafter IV	\$ 16.66
29081 Engineering Technician I	\$ 10.54
29082 Engineering Technician II	\$ 13.20
29083 Engineering Technician III	\$ 14.50
29084 Engineering Technician IV	\$ 18.78
29085 Engineering Technician V	\$ 21.68
29086 Engineering Technician VI	\$ 24.88
29090 Environmental Technician	\$ 15.79
29100 Flight Simulator/Instructor (Pilot)	\$ 22.30
29150 Graphic Artist	\$ 18.28
29160 Instructor	\$ 16.60
29210 Laboratory Technician	\$ 11.65
29240 Mathematical Technician	\$ 18.16
29361 Paralegal/Legal Assistant I	\$ 11.90
29362 Paralegal/Legal Assistant II	\$ 15.51
29363 Paralegal/Legal Assistant III	\$ 18.97
29364 Paralegal/Legal Assistant IV	\$ 22.96
29390 Photooptics Technician	\$ 18.16
29480 Technical Writer	\$ 17.18
29491 Unexploded Ordnance Technician I	\$ 14.90
29492 Unexploded Ordnance Technician II	\$ 18.03
29493 Unexploded Ordnance Technician III	\$ 21.61
29494 Unexploded Safety Escort	\$ 14.90
29495 Unexploded Sweep Personnel	\$ 14.90
29620 Weather Observer, Senior 3/	\$ 15.19
29621 Weather Observer, Combined 3/ Upper Air and Surface Programs	\$ 13.20
29622 Weather Observer, Upper Air 3/	\$ 13.20

TRANSPORTATION/MOBILE EQUIPMENT  
OPERATION:

31030 Bus Driver	\$ 11.01
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31260 Parking and Lot Attendant	\$ 7.73
31290 Shuttle Bus Driver	\$ 9.75
31300 Taxi Driver	\$ 9.17
31361 Truckdriver, Light Truck	\$ 9.75
31362 Truckdriver, Medium Truck	\$ 11.01
31363 Truckdriver, Heavy Truck	\$ 11.50
36364 Truckdriver, Tractor-Trailer	\$ 11.50

MISCELLANEOUS:

99020 Animal Caretaker	\$ 6.89
99030 Cashier	\$ 6.63
99041 Carnival Equipment Operator	\$ 7.27
99042 Carnival Equipment Repairer	\$ 7.76
99043 Carnival Worker	\$ 6.15
99050 Desk Clerk	\$ 8.13
99095 Embalmer	\$ 14.90
99300 Lifeguard	\$ 7.24
99310 Mortician	\$ 14.90
99350 Park Attendant (Aide)	\$ 9.09
99400 Photofinishing Worker ( Photo Lab / Dark Room Technician )	\$ 7.24
99500 Recreation Specialist	\$ 11.26
99510 Recycling Worker	\$ 7.26
99610 Sales Clerk	\$ 7.24
99620 School Crossing Guard (Cross- walk Attendant)	\$ 6.15
99630 Sports Official	\$ 7.24
99658 Survey Party Chief	\$ 15.68
99659 Surveying Technician	\$ 12.31
99660 Surveying Aide	\$ 8.58
99690 Swimming Pool Operator	\$ 8.73
99720 Vending Machine Attendant	\$ 7.26
99730 Vending Machine Repairer	\$ 8.73
99740 Vending Machine Repairer Helper	\$ 7.26

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: 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)

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 29 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/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a 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 employee (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).

**\*\* 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 \$4.25 per week (or \$.85 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 Titles 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 Second Supplement, dated August 1995, 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.