

**AWARD/CONTRACT**

1. CONTRACT (Proc. Inst. Ident.) NO.  
DTFAAC-07-D-00077

2. EFFECTIVE DATE 08/27/2007  
3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

4. ISSUED BY  
CODE AMQ0310-ARC  
AMQ-310 CONTRACTING TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 380  
OKLAHOMA CITY OK 73125

5. ADMINISTERED BY (If other than Item 4)  
CODE AMQ340-ARC  
AMQ-340 CONTRACT MANAGEMENT TEAM  
FAA AERONAUTICAL CENTER  
PO BOX 25082  
MPB ROOM 369  
OKLAHOMA CITY OK 73125

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

KEYBRIDGE TECHNOLOGIES INC  
1300 S. MERIDIAN AVENUE  
SUITE 600-A  
OKLAHOMA CITY OK 73108-1761

7. DELIVERY  
 FOB ORIGIN  OTHER (See below)

B. DISCOUNT FOR PROMPT PAYMENT

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

ITEM

10. SHIP TO/MARK FOR  
CODE FACILITY CODE

11. PAYMENT WILL BE MADE BY  
CODE FAA AC ACCTG OFC  
FAA AC ACCTG OFC  
DOT/FAA AMZ-110  
PO BOX 25710  
OKLAHOMA CITY OK 73125

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

13. ACCOUNTING AND APPROPRIATION DATA

See Schedule

14A. ITEM	14B. SUPPLIES/SERVICES	14C. QTY	14D. UNIT	14E. UNIT PRICE	14F. AMOUNT
Continued...					

14G. TOTAL AMOUNT OF CONTRACT \$0.00

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16.  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 services 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 documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

17.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DTFAAC07R00018 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 Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

18A. NAME AND TITLE OF SIGNER (Type or print)  
18B. NAME OF CONTRACTOR  
BY \_\_\_\_\_  
(Signature of person authorized to sign)

19A. NAME OF CONTRACTING OFFICER  
Cindy Cwiklinski  
19B. CONTRACT AUTHORITY  
BY Cindy Cwiklinski  
(Signature of the Contracting Officer)  
19C. DATE SIGNED  
Sept 10, 2007

**SOLICITATION, OFFER AND AWARD**

2. CONTRACT NO. \_\_\_\_\_ 3. SOLICITATION NO. DTFAAC-07-R-00018 4. TYPE OF SOLICITATION  NEGOTIATED 5. DATE ISSUED 7 JUNE 2007 6. REQUISITION/PURCHASE (FAA Internal Use Only) 1 Pages 68

7. ISSUED BY CODE \_\_\_\_\_ 8. ADDRESS OFFER TO (If other than Item 7) for overnight delivery For U.S. MAIL > For Over Night Delivery use FOR USE IF U.S. Postal Service  
 FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125  
 FAA, Bid & Proposal Officer (AMQ-140) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard Oklahoma City, OK 73125  
 FAA, Bid & Proposal Officer Attn: AMQ-100 P.O. Box 25082 Oklahoma City, OK 73125

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".  
**Firm-Fixed-Price, ID/IQ, Time & Materials SOLICITATION FAA Instructional Services (AMA-400)**

9. Sealed offers in original and See L.3 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 313, Multi-Purpose Building until 3:30 local time 9 JULY 2007.  
 (Hour) (Date)  
 CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: > A. NAME CYNTHIA COOPER B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-2601 FAX (405) 954-3030

PART I - THE SCHEDULE		PART II - CONTRACT CLAUSES		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
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X	F	DELIVERIES OR PERFORMANCE	14				
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X	H	SPECIAL CONTRACT REQUIREMENTS	17				

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 G, Clause No. 3.3.1-17) >

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 offerors and related documents numbered and dated:

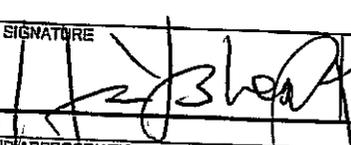
AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
DTFAAC-07-R-00018-0001	11 June, 2007		
DTFAAC-07-R-00018-0002	30 June, 2007		
DTFAAC-07-R-00018-0003	5 July, 2007		

15A. NAME AND ADDRESS OF OFFEROR: KeyBridge Technologies, Inc. 1300 South Meridian Ave. Suite 600-A Oklahoma City, Oklahoma 73108

15B. TELEPHONE NO. (Include area code) PH (405) 488-0800 FAX (405) 488-1150

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Y. Simon Hsu, President

17. SIGNATURE  18. OFFER DATE July 13, 2007

19. ACCEPTED AS TO ITEMS NUMBERED \_\_\_\_\_ AWARD (To be completed by Government)

20. AMOUNT \_\_\_\_\_ 21. ACCOUNTING AND APPROPRIATION \_\_\_\_\_

22. reserved

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM \_\_\_\_\_ (N COPIES UNLESS OTHERWISE SPECIFIED) >

24. ADMINISTERED BY (If other than Item 7) CODE \_\_\_\_\_ FAA, Contract Management Division (AMQ-340) 6500 South MacArthur Boulevard

25. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_ FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard

26. NAME OF CONTRACTING OFFICER (Type or print) \_\_\_\_\_ 27. UNITED STATES OF AMERICA

28. AWARD DATE \_\_\_\_\_ (Signature of Contracting Officer)

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Technical Operations Training Instructional Support Services for the FAA Academy Technical Operations Training Division</p> <p>The contractor's proposal, Part 1 - Schedule B dated 7-29-2007 (9 pages) identifying services and prices are hereby incorporated into Section B - Supplies/Services and Prices/Costs</p> <p>KeyBridge Technologies Inc acknowledgement of SIR amendments 0001-0003 and signature of the SIR are hereby incorporated and made a part of this document.</p> <p>All services to be performed in accordance with Technical Operations Training Instructional Support Service Contract Statement of Work dated 6-5-2007.</p> <p>DISTR: T FOB: Destination Period of Performance: 10/01/2007 to 09/30/2012</p> <p>Not Separately Priced</p>				
0001	<p>Phase In</p> <p>Services provided in accordance with Clause C.2 entitled Phase In and C.3 entitled Phase Out ISO9000: N Electronic &amp; IT: 03 (Not Separately Priced)</p>		JB		0.00
0002	<p>Firm Fixed Price = \$435,819.96</p> <p>Project Management and Reports - Base Year ISO9000: N Electronic &amp; IT: 03</p> <p>Monthly rate = \$36,318.33 * 12 month = \$435,819.96</p>				
0003	<p>Estimated Amount = \$4,714,579.44</p> <p>Instructional Services - Base Year ISO9000: N Electronic &amp; IT: 03</p> <p>Contractor shall be paid for courses in accordance with the rates established in Appendix C</p> <p>10% shift differential rate applies to all courses taught outside standard work hours</p> <p>Estimated Amount = \$217,166.00 Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Course Development/Revision - Base Year Electronic Engineer/Technician, Subject Matter Expert (SME) ISO9000: N Electronic & IT: 03  Estimated 4,600 hours @ \$47.21 hourly composite rate = \$217,166.00  Estimated Amount = \$35,190.00				
0005	Course Development/Revision - Base Year Technical Writer III ISO9000: N Electronic & IT: 03  Estimated 920 hours @ \$38.25 hourly composite rate = \$35,190.00  Estimated Amount = \$8,326.00				
0006	Course Development/Revision - Base Year Graphic Artist ISO9000: N Electronic & IT: 03  Estimated 230 hours @ \$36.20 hourly composite rate = \$8,326.00  Estimated Amount = \$90,643.20				
0007	Instruction of Newly Developed and Revised Classes - Base Year  ISO9000: N Electronic & IT: 03  Estimated 1,920 hours @ \$47.21 hourly composite rate = \$90,643.20  10% shift differential rate applies to all courses taught outside standard work hours  Estimated Amount = \$65,990.40				
0008	Computer Operator Support Services - Base Year  ISO9000: N Electronic & IT: 03  Estimated 1,920 hours @ \$34.47 hourly composite rate = \$55,990.40 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10% shift differential rate applies to all support provided outside standard work hours				
0009	Estimated Amount = \$25,000.00 Travel - Base Year ISO9000: N Electronic & IT: 03 Estimated Amount = \$47.21				
0010	FAA Unique Training - Base Year ISO9000: N Electronic & IT: 03 Estimated 1 hour @ \$47.21 hourly composite rate = \$47.21				
	***** OPTION I *****				
0011	Firm Fixed Price = \$451,080.00 Project Management and Reports - Option I ISO9000: N Electronic & IT: 03 Amount: \$451,080.00 (Option Line Item) 10/01/2008 Monthly rate = \$37,590 * 12 month = \$451,080.00 Estimated Amount = \$4,879,586.87				
0012	Instructional Services - Option I ISO9000: N Electronic & IT: 03 Amount: \$4,879,586.87 (Option Line Item) 10/01/2008 Contractor shall be paid for courses in accordance with the rates established in Appendix C Continued ...				

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KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10% shift differential rate applies to all courses taught outside standard work hours				
0013	<p>Estimated Amount = \$224,756.00</p> <p>Course Development/Revision - Option I Electronic Engineer/Technician, Subject Matter Expert (SME) ISO9000: N Electronic &amp; IT: 03 Amount: \$224,756.00 (Option Line Item) 10/01/2008</p> <p>Estimated 4,600 hours @ \$48.86 hourly composite rate = \$224,756.00</p>				
0014	<p>Estimated Amount = \$36,422.80</p> <p>Course Development/Revision - Option I Technical Writer III ISO9000: N Electronic &amp; IT: 03 Amount: \$36,422.80 (Option Line Item) 10/01/2008</p> <p>Estimated 920 hours @ \$39.59 hourly composite rate = \$36,422.80</p>				
0015	<p>Estimated Amount = \$8,618.10</p> <p>Course Development/Revision - Option I Graphic Artist ISO9000: N Electronic &amp; IT: 03 Amount: \$8,618.10 (Option Line Item) 10/01/2008</p> <p>Estimated 230 hours @ \$37.47 hourly composite rate = \$8,618.10</p>				
0016	<p>Estimated Amount = \$93,811.20</p> <p>Instruction of Newly Developed and Revised Classes - Option I</p> <p>Continued ...</p>				

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KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0017	ISO9000: N Electronic & IT: 03 Amount: \$93,811.20 (Option Line Item) 10/01/2008  Estimated 1,920 hours @ \$48.86 hourly composite rate = \$93,811.20 10% shift differential rate applies to all courses taught outside standard work hours  Estimated Amount = \$68,294.40 Computer Operator Support Services - Option I				
0018	ISO9000: N Electronic & IT: 03 Amount: \$68,294.40 (Option Line Item) 10/01/2008  Estimated 1,920 hours @ \$35.57 hourly composite rate = \$68,294.40 10% shift differential rate applies to all support provided outside standard work hours  Estimated Amount = \$25,000.00 Travel - Option I				
0019	ISO9000: N Electronic & IT: 03 Amount: \$25,000.00 (Option Line Item) 10/01/2008  Estimated Amount = \$48.86 FAA Unique Training - Option I				
	ISO9000: N Electronic & IT: 03 Amount: \$48.86 (Option Line Item) 10/01/2008  Estimated 1 hour @ \$48.86 hourly composite rate = \$48.86  Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	***** OPTION II *****				
0020	Firm Fixed Price = \$466,860.00  Project Management and Reports - Option II ISO9000: N Electronic & IT: 03 Amount: \$466,860.00 (Option Line Item) 10/01/2009  Monthly rate = \$38,905.00 * 12 month = \$466,860.00  Estimated Amount = \$5,071,093.92				
0021	Instructional Services - Option II ISO9000: N Electronic & IT: 03 Amount: \$5,071,093.92 (Option Line Item) 10/01/2009  Contractor shall be paid for courses in accordance with the rates established in Appendix C  10% shift differential rate applies to all courses taught outside standard work hours  Estimated Amount = \$232,622.00				
0022	Course Development/Revision - Option II Electronic Engineer/Technician, Subject Matter Expert (SME) ISO9000: N Electronic & IT: 03 Amount: \$232,622.00 (Option Line Item) 10/01/2009  Estimated 4,600 hours @ \$50.57 hourly composite rate = \$232,622.00  Estimated Amount = \$37,701.60				
0023	Course Development/Revision - Option II Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0024	Technical Writer III ISO9000: N Electronic & IT: 03 Amount: \$37,701.60 (Option Line Item) 10/01/2009  Estimated 920 hours @ \$40.98 hourly composite rate = \$37,701.60  Estimated Amount = \$8,919.40				
0024	Course Development/Revision - Option II Graphic Artist ISO9000: N Electronic & IT: 03 Amount: \$8,919.40 (Option Line Item) 10/01/2009  Estimated 230 hours @ \$38.78 hourly composite rate = \$8,919.40  Estimated Amount = \$97,094.40				
0025	Instruction of Newly Developed and Revised Classes - Option II  ISO9000: N Electronic & IT: 03 Amount: \$97,094.40 (Option Line Item) 10/01/2009  Estimated 1,920 hours @ \$50.57 hourly composite rate = \$97,094.40  10% shift differential rate applies to all courses taught outside standard work hours  Estimated Amount = \$70,675.20				
0026	Computer Operator Support Services - Option II  ISO9000: N Electronic & IT: 03 Amount: \$70,675.20 (Option Line Item) 10/01/2009  Estimated 1,920 hours @ \$36.81 hourly composite rate = \$70,675.20  10% shift differential rate applies to all support provided outside standard work Continued ...				

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KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0027	hours  Estimated Amount = \$25,000.00  Travel - Option II  ISO9000: N Electronic & IT: 03 Amount: \$25,000.00 (Option Line Item) 10/01/2009				
0028	Estimated Amount = \$50.57  FAA Unique Training - Option II  ISO9000: N Electronic & IT: 03 Amount: \$50.57 (Option Line Item) 10/01/2009  Estimated 1 hour @ \$50.57 hourly composite rate = \$50.57  ***** OPTION III *****				
0029	Firm Fixed Price = \$483,200.00  Project Management and Reports - Option III ISO9000: N Electronic & IT: 03 Amount: \$483,200.00 (Option Line Item) 10/01/2010  Monthly rate = \$40,266.67 * 12 month = \$483,200.00  Estimated Amount = \$5,242,860.00				
0030	Instructional Services - Option III ISO9000: N Electronic & IT: 03 Amount: \$5,242,860.00 (Option Line Item) Continued ...				

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KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0031	10/01/2010  Contractor shall be paid for courses in accordance with the rates established in Appendix C  10% shift differential rate applies to all courses taught outside standard work hours  Estimated Amount = \$240,764.00  Course Development/Revision - Option III Electronic Engineer/Technician, Subject Matter Expert (SME) ISO9000: N Electronic & IT: 03 Amount: \$240,764.00 (Option Line Item) 10/01/2010  Estimated 4,600 hours @ \$52.34 hourly composite rate = \$240,764.00  Estimated Amount = \$39,017.20				
0032	Course Development/Revision - Option III Technical Writer III ISO9000: N Electronic & IT: 03 Amount: \$39,017.20 (Option Line Item) 10/01/2010  Estimated 920 hours @ \$42.41 hourly composite rate = \$39,017.20  Estimated Amount = \$9,232.20				
0033	Course Development/Revision - Option III Graphic Artist ISO9000: N Electronic & IT: 03 Amount: \$9,232.20 (Option Line Item) 10/01/2010  Estimated 230 hours @ \$40.14 hourly composite rate = \$9,232.20  Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated Amount = \$100,492.80				
0034	Instruction of Newly Developed and Revised Classes - Option III  ISO9000: N Electronic & IT: 03 Amount: \$100,492.80 (Option Line Item) 10/01/2010  Estimated 1,920 hours @ \$52.34 hourly composite rate = \$100,492.80  10% shift differential rate applies to all courses taught outside standard work hours  Estimated Amount = \$73,152.00				
0035	Computer Operator Support Services - Option III  ISO9000: N Electronic & IT: 03 Amount: \$73,152.00 (Option Line Item) 10/01/2010  Estimated 1,920 hours @ \$38.10 hourly composite rate = \$73,152.00  10% shift differential rate applies to all support provided outside standard work hours  Estimated Amount = \$25,000.00				
0036	Travel - Option III  ISO9000: N Electronic & IT: 03 Amount: \$25,000.00 (Option Line Item) 10/01/2010  Estimated Amount = \$52.34				
0037	FAA Unique Training - Option III  ISO9000: N Electronic & IT: 03 Amount: \$52.34 (Option Line Item) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10/01/2010				
	Estimated 1 hour @ \$52.34 hourly composite rate =	\$52.34			
	*****				
	OPTION IV				
	*****				
	Firm Fixed Price = \$500,140.00				
0038	Project Management and Reports - Option IV ISO9000: N Electronic & IT: 03 Amount: \$500,140.00 (Option Line Item) 10/01/2011				
	Monthly rate = \$41,678.33 * 12 month = \$500,140.00				
	Estimated Amount = \$ 5,409,632.88				
0039	Instructional Services - Option IV ISO9000: N Electronic & IT: 03 Amount: \$5,409,632.88 (Option Line Item) 10/01/2011				
	Contractor shall be paid for courses in accordance with the rates established in Appendix C				
	10% shift differential rate applies to all courses taught outside standard work hours				
	Estimated Amount = \$249,182.00				
0040	Course Development/Revision - Option IV Electronic Engineer/Technician, Subject Matter Expert (SME) ISO9000: N Electronic & IT: 03 Amount: \$249,182.00 (Option Line Item) 10/01/2011				
	Estimated 4,600 hours @ \$54.17 hourly composite rate =	\$249,182.00			
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0041	Estimated Amount = \$40,378.80  Course Development/Revision - Option IV Technical Writer III ISO9000: N Electronic & IT: 03 Amount: \$40,378.80 (Option Line Item) 10/01/2011				
	Estimated 920 hours @ \$43.89 hourly composite rate = \$40,378.80				
0042	Estimated Amount = \$9,554.20  Course Development/Revision - Option IV Graphic Artist ISO9000: N Electronic & IT: 03 Amount: \$9,554.20 (Option Line Item) 10/01/2011				
	Estimated 230 hours @ \$41.54 hourly composite rate = \$9,554.20				
0045	Estimated Amount = \$104,006.40  Instruction of Newly Developed and Revised Classes - Option IV  ISO9000: N Electronic & IT: 03 Amount: \$104,006.40 (Option Line Item) 10/01/2011				
	Estimated 1,920 hours @ \$54.17 hourly composite rate = \$104,006.40				
	10% shift differential rate applies to all courses taught outside standard work hours				
0046	Estimated Amount = \$75,705.60  Computer Operator Support Services - Option IV  ISO9000: N Electronic & IT: 03 Amount: \$75,705.60 (Option Line Item) Continued ...				

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KEYBRIDGE TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10/01/2011  Estimated 1,920 hours @ \$39.43 hourly composite rate = \$75,705.60  10% shift differential rate applies to all support provided outside standard work hours  Estimated Amount = \$25,000.00				
0047	Travel - Option IV  ISO9000: N Electronic & IT: 03 Amount: \$25,000.00 (Option Line Item) 10/01/2011  Estimated Amount = \$54.17				
0048	FAA Unique Training - Option IV  ISO9000: N Electronic & IT: 03 Amount: \$54.17 (Option Line Item) 10/01/2011  Estimated 1 hour @ \$54.17 hourly composite rate = \$54.17 59 pages are attached. Section C thru Section J provisions (pages 24 thru 59) are hereby incorporated into the award document. SIR Sections K thru M are hereby incorporated by reference.  All funding will be provided on separate delivery orders.  The total amount of award: \$30,017,822.12. The obligation for this award is shown in box 14G.				

**REVISED SCHEDULE B  
SUPPLIES OR SERVICES AND PRICES/COSTS  
PRICING SCHEDULE  
29 JUNE 2007**

Section B—The contractor shall provide all management, supervisory, instructional, and administrative personnel required to perform the work specifically defined in this Statement of Work (SOW). Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract.

\*\*\*\*\*  
BASE YEAR

SUPPLIES AND SERVICES

	QUANTITY	UNIT PRICE	TOTAL
*****			
CLIN 0001 -Phase In	30 days		Not Separately Priced (NSP)
Services provided in accordance with the SOW described Phase In/Phase Out Period, Para. 14.2. Cost/Price to be proposed with the Base Year Project Management CLIN 0002.			

CLIN 0002 -Project Management and Reports	12 Months	\$ 36,318.33	\$ 435,820.00
<ul style="list-style-type: none"> <li>• Management, Supervision, Administration</li> <li>• Instructional Services as described in Appendix B and performance conducted IAW schedules coordinated weekly</li> <li>• Reports described in the SOW and submitted as required in Appendix F CDRLs.</li> </ul>			

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12<sup>th</sup> of the annual established fixed price.

NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 0002 represents the minimum order amount for the Base Year period of performance.

CLIN 0003 - Instructional Services	1 Lot		SEE APPENDIX C
Contractor shall submit pricing information for each Course and Level of Instruction identified in the Excel Spreadsheet contained in Appendix C. In accordance with Clause M.4, Price Analysis, the offeror's cost/ price proposal for this CLIN will be calculated as the sum of the unit prices for a quantity of 1 each for each item listed in Appendix C. The FAA may determine that an offer is unacceptable if prices are significantly unbalanced.		SHIFT DIFFERENTIAL PERCENTAGE RATE	<u>10.0 %</u>

NOTE: OFFERORS WILL SUBMIT THEIR PROPOSAL FOR CLIN 0003 IN ELECTRONIC EXCEL FORMAT

Invoices shall be submitted monthly identifying the courses delivered during the billing period, date course was initiated and date of course completion.

BASE YEAR SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
<b>CLIN 0004</b> Course Development/Revision Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Development and Revision of Existing Courses.	4,600	HR	\$ 47.21	\$ 217,166.00
<b>CLIN 0005</b> Course Development/Revision Contractor shall submit an hourly composite rate for Technical Writer III to support New Course Development and Revision of Existing Courses.	920	HR	\$ 38.25	\$ 35,190.00
<b>CLIN 0006</b> Course Development/Revision Contractor shall submit an hourly composite rate for Graphic Artist to support New Course Development and Revision of Existing Courses.	230	HR	\$ 36.20	\$ 8,326.00
<b>CLIN 0007</b> Instruction of Newly Developed and Revised Classes Contractor shall submit an hourly composite rate for Electronic Engineer/ Technician, Subject Matter Expert (SME) to support New Course Instruction and/or Revised Course Instruction.	1,920	HR	\$ 47.21	\$ 90,643.20
			SHIFT DIFFERENTIAL PERCENTAGE RATE	10.0 %
<b>CLIN 0008</b> Computer Operator Support Services Contractor shall submit an hourly rate to support HOST computer operation when required.	1,920	HR	\$ 34.37	\$ 65,990.40
			SHIFT DIFFERENTIAL PERCENTAGE RATE	10.0 %
<b>CLIN 0009</b> Travel Travel and Subsistence expenses associated with delivery of courses as described PWS Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531	1	Lot		\$ 25,000.00 Gov't Estimate
<b>CLIN 0010</b> FAA Unique Training Contractor shall submit an hourly rate to support FAA Unique Training. Advance approval by the Contracting Officer is required prior to course attendance.	1	HR	\$ 47.21	\$ 47.21

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**OPTION I**

**SCHEDULE B SUPPLIES AND SERVICES**

	QUANTITY	UNIT PRICE	TOTAL
CLIN 1002 -Project Management and Reports	12 Months	\$ 37,590.00	\$ 451,080.00
<ul style="list-style-type: none"> <li>• Management, Supervision, Administration</li> <li>• Instructional Services as described in Appendix B and performance conducted IAW schedules coordinated weekly</li> <li>• Reports described in the SOW and submitted as required in Appendix F CDRLs.</li> </ul>			

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12<sup>th</sup> of the annual established fixed price.

**NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 1002 represents the minimum order amount for the Option I period of performance.**

**CLIN 1003 - Instructional Services**

Contractor shall submit pricing information for each Course and Level of Instruction identified in the Excel Spreadsheet contained in Appendix C. In accordance with Clause M.4, Price Analysis, the offeror's cost/ price proposal for this CLIN will be calculated as the sum of the unit prices for a quantity of 1 each for each item listed in Appendix C. The FAA may determine that an offer is unacceptable if prices are significantly unbalanced.

1 Lot

SEE APPENDIX C

SHIFT DIFFERENTIAL  
PERCENTAGE RATE

10.0 %

**NOTE: OFFERORS WILL SUBMIT THEIR PROPOSAL FOR CLIN 1003 IN ELECTRONIC EXCEL FORMAT**

Invoices shall be submitted monthly identifying the courses delivered during the billing period, date course was initiated and date of course completion

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OPTION I SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 1004 Course Development/Revision Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Development and Revision of Existing Courses.	4,600	HR	\$ 48.86	\$ 224,756.00
CLIN 1005 Course Development/Revision Contractor shall submit an hourly composite rate for Technical Writer III to support New Course Development and Revision of Existing Courses.	920	HR	\$ 39.59	\$ 36,422.80

**CLIN 1006**  
**Course Development/Revision** 230 HR \$ 37.47 \$ 8,618.10  
 Contractor shall submit an hourly composite rate for Graphic Artist to support New Course Development and Revision of Existing Courses.

\*\*\*\*\*

OPTION I	ESTIMATED ANNUAL	UNIT	HOURLY	ESTIMATED
SUPPLIES AND SERVICES	REQUIREMENTS		COMPOSITE	TOTAL
			RATE	AMOUNT

\*\*\*\*\*

**CLIN 1007**  
**Instruction of Newly Developed and Revised Classes** 1,920 HR \$ 48.86 \$ 93,811.20  
 Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Instruction and/or Revised Course Instruction.

SHIFT DIFFERENTIAL PERCENTAGE RATE 10.0%

**CLIN 1008**  
**Computer Operator Support Services** 1,920 HR \$ 35.57 \$ 68,294.40  
 Contractor shall submit an hourly rate to support HOST computer operation when required.

SHIFT DIFFERENTIAL PERCENTAGE RATE 10.0%

**CLIN 1009**  
**Travel** 1 Lot \$ 25,000.00  
 Travel and Subsistence expenses associated with delivery of courses as described PWS Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531  
 Gov't Estimate

**CLIN 1010**  
**FAA Unique Training** 1 HR \$ 48.86 \$ 48.86  
 Contractor shall submit an hourly rate to support FAA Unique Training. Advance approval by the Contracting Officer is required prior to course attendance.

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OPTION II	QUANTITY	UNIT PRICE	TOTAL
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**SCHEDULE B SUPPLIES AND SERVICES**

**CLIN 2002 - Project Management and Reports** 12 Months \$ 38,905.00 \$ 466,860.00

- Management, Supervision, Administration
- Instructional Services as described in Appendix B and performance conducted IAW schedules coordinated weekly
- Reports described in the SOW and submitted as required in Appendix F CDRLs.

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12<sup>th</sup> of the annual established fixed price.

**NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 2002 represents the minimum order amount for the Option II period of performance.**

**CLIN 2003 – Instructional Services**  
 Contractor shall submit pricing information for each Course and Level of Instruction identified in the Excel Spreadsheet contained in Appendix C. In accordance with Clause M.4, Price Analysis, the offeror's cost/ price proposal for this CLIN will be calculated as the sum of the unit prices for a quantity of 1 each for each item listed in Appendix C. The FAA may determine that an offer is unacceptable if prices are significantly unbalanced.

1 Lot

SEE APPENDIX C

**SHIFT DIFFERENTIAL PERCENTAGE RATE** 10.0 %

**NOTE: OFFERORS WILL SUBMIT THEIR PROPOSAL FOR CLIN 2003 IN ELECTRONIC EXCEL FORMAT**

Invoices shall be submitted monthly identifying the courses delivered during the billing period, date course was initiated and date of course completion

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<b>OPTION II SUPPLIES AND SERVICES</b>	<b>ESTIMATED ANNUAL REQUIREMENTS</b>	<b>UNIT</b>	<b>HOURLY COMPOSITE RATE</b>	<b>ESTIMATED TOTAL AMOUNT</b>
*****				
<b>CLIN 2004</b>				
Course Development/Revision Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Development and Revision of Existing Courses.	4,600	HR	\$ <u>50.57</u>	\$ <u>232,622.00</u>
<b>CLIN 2005</b>				
Course Development/Revision Contractor shall submit an hourly composite rate for Technical Writer III to support New Course Development and Revision of Existing Courses.	920	HR	\$ <u>40.98</u>	\$ <u>37,701.60</u>
<b>CLIN 2006</b>				
Course Development/Revision Contractor shall submit an hourly composite rate for Graphic Artist to support New Course Development and Revision of Existing Courses.	230	HR	\$ <u>38.78</u>	\$ <u>8,919.40</u>
<b>CLIN 2007</b>				
Instruction of Newly Developed and Revised Classes Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Instruction and/or Revised Course Instruction.	1,920	HR	\$ <u>50.57</u>	\$ <u>97,094.40</u>
			<b>SHIFT DIFFERENTIAL PERCENTAGE RATE</b>	<u>10.0 %</u>

**CLIN 2008**  
**Computer Operator Support Services** 1,920 HR \$ 36.81 \$ 70,675.20  
 Contractor shall submit an hourly rate to support  
 HOST computer operation when required. **SHIFT DIFFERENTIAL**  
**PERCENTAGE RATE** 10.0 %

**CLIN 2009**  
**Travel** 1 Lot \$ 25,000.00  
 Travel and Subsistence expenses Gov't Estimate  
 associated with delivery of courses as described  
 PWS Section 3. Costs associated with this CLIN  
 are reimbursable in accordance with Federal  
 Travel Regulations and Clause CLA 4531

**CLIN 2010**  
**FAA Unique Training** 1 HR \$ 50.57 \$ 50.57  
 Contractor shall submit an hourly rate to support  
 FAA Unique Training. Advance approval by the  
 Contracting Officer is required prior to course attendance.

\*\*\*\*\*  
**OPTION YEAR III**  
**SCHEDULE B SUPPLIES AND SERVICES** QUANTITY UNIT PRICE TOTAL  
 \*\*\*\*\*

**CLIN 3002 -Project Management and Reports** 12 Month \$ 40,266.67 \$ 483,200.00  
 • Management, Supervision, Administration  
 • Instructional Services as described in Appendix B  
 and performance conducted IAW schedules  
 coordinated weekly  
 • Reports described in the SOW and submitted  
 as required in Appendix F CDRLs.

Payment of invoices is subject to receipt of  
 reports that accurately identify work performed.  
 Acceptance of reports is required for payment.  
 Payment shall be 1/12<sup>th</sup> of the annual established fixed price.

**NOTE: IAW Provision I.6, Order Limitations, the value  
 of CLIN 3002 represents the minimum order amount for  
 the Option III period of performance.**

**CLIN 3003 - Instructional Services** 1 Lot SEE APPENDIX C  
 Contractor shall submit pricing information for each  
 Course and Level of Instruction identified in the  
 Excel Spreadsheet contained in Appendix C.  
 In accordance with Clause M.4, Price Analysis,  
 the offeror's cost/ price proposal for this CLIN will be  
 calculated as the sum of the unit prices for a quantity of  
 1 each for each item listed in Appendix C. The FAA  
 may determine that an offer is unacceptable if prices are  
 significantly unbalanced. **SHIFT DIFFERENTIAL**  
**PERCENTAGE RATE** 10.0 %

**NOTE: OFFERORS WILL SUBMIT THEIR PROPOSAL  
 FOR CLIN 3003 IN ELECTRONIC EXCEL FORMAT**

Invoices shall be submitted monthly identifying  
 the courses delivered during the billing  
 period, date course was initiated and  
 date of course completion

\*\*\*\*\*  
**OPTION III**  
**SUPPLIES AND SERVICES**  
\*\*\*\*\*

	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
<b>CLIN 3004</b>				
Course Development/Revision	4,600	HR	\$ <u>52.34</u>	\$ <u>240,764.00</u>
Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Development and Revision of Existing Courses.				

<b>CLIN 3005</b>				
Course Development/Revision	920	HR	\$ <u>42.41</u>	\$ <u>39,017.20</u>
Contractor shall submit an hourly composite rate for Technical Writer III to support New Course Development and Revision of Existing Courses.				

\*\*\*\*\*  
**OPTION III**  
**SUPPLIES AND SERVICES**  
\*\*\*\*\*

	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
<b>CLIN 3006</b>				
Course Development/Revision	230	HR	\$ <u>40.14</u>	\$ <u>9,232.20</u>
Contractor shall submit an hourly composite rate for Graphic Artist to support New Course Development and Revision of Existing Courses.				

<b>CLIN 3007</b>				
Instruction of Newly Developed and Revised Classes	1,920	HR	\$ <u>52.34</u>	\$ <u>100,492.80</u>
Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Instruction and/or Revised Course Instruction.				
			<b>SHIFT DIFFERENTIAL PERCENTAGE RATE</b>	<u>10.0%</u>

<b>CLIN 3008</b>				
Computer Operator Support Services	1,920	HR	\$ <u>38.10</u>	\$ <u>73,152.00</u>
Contractor shall submit an hourly rate to support HOST computer operation when required.				
			<b>SHIFT DIFFERENTIAL PERCENTAGE RATE</b>	<u>10.0%</u>

<b>CLIN 3009</b>				
Travel	1	Lot		\$ <u>25,000.00</u>
Travel and Subsistence expenses associated with delivery of courses as described PWS Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531				
				Gov't Estimate

<b>CLIN 3010</b>				
FAA Unique Training	1	HR	\$ <u>52.34</u>	\$ <u>52.34</u>
Contractor shall submit an hourly rate to support FAA Unique Training. Advance approval by the Contracting Officer is required prior to course attendance.				

\*\*\*\*\*

**OPTION YEAR IV**

<b>SCHEDULE B SUPPLIES AND SERVICES</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>CLIN 4002 -Project Management and Reports</b>	<b>12 Months</b>	<b>\$ 41,678.33</b>	<b>\$ 500,140.00</b>

- Management, Supervision, Administration
- Instructional Services as described in Appendix B and performance conducted IAW schedules coordinated weekly
- Reports described in the SOW and submitted as required in Appendix F CDRLs.

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12<sup>th</sup> of the annual established fixed price.

**NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 4002 represents the minimum order amount for the Option IV period of performance.**

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**OPTION YEAR IV**

<b>SCHEDULE B SUPPLIES AND SERVICES</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
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<b>CLIN 4003 – Instructional Services</b>	<b>1 Lot</b>	<b>SEE APPENDIX C</b>	
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Contractor shall submit pricing information for each Course and Level of Instruction identified in the Excel Spreadsheet contained in Appendix C. In accordance with Clause M.4, Price Analysis, the offeror's cost/ price proposal for this CLIN will be calculated as the sum of the unit prices for a quantity of 1 each for each item listed in Appendix C. The FAA may determine that an offer is unacceptable if prices are significantly unbalanced.

**SHIFT DIFFERENTIAL PERCENTAGE RATE** 10.0 %

**NOTE: OFFERORS WILL SUBMIT THEIR PROPOSAL FOR CLIN 4003 IN ELECTRONIC EXCEL FORMAT**

Invoices shall be submitted monthly identifying the courses delivered during the billing period, date course was initiated and date of course completion

\*\*\*\*\*

<b>OPTION IV SUPPLIES AND SERVICES</b>	<b>ESTIMATED ANNUAL REQUIREMENTS</b>	<b>UNIT</b>	<b>HOURLY COMPOSITE RATE</b>	<b>ESTIMATED TOTAL AMOUNT</b>
<b>CLIN 4004</b>				
<b>Course Development/Revision</b>	<b>4,600</b>	<b>HR</b>	<b>\$ 54.17</b>	<b>\$ 249,182.00</b>

Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SMB) to support New Course Development and Revision of Existing Courses.

**CLIN 4005**  
**Course Development/Revision** 920 HR \$ 43.89 \$ 40,378.80  
 Contractor shall submit an hourly composite rate for Technical Writer III to support New Course Development and Revision of Existing Courses.

**CLIN 4006**  
**Course Development/Revision** 230 HR \$ 41.54 \$ 9,554.20  
 Contractor shall submit an hourly composite rate for Graphic Artist to support New Course Development and Revision of Existing Courses.

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OPTION IV SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
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**CLIN 4007**  
**Instruction of Newly Developed and Revised Classes** 1,920 HR \$ 54.17 \$ 104,006.40  
 Contractor shall submit an hourly composite rate for Electronic Engineer/Technician, Subject Matter Expert (SME) to support New Course Instruction and/or Revised Course Instruction.

SHIFT DIFFERENTIAL  
PERCENTAGE RATE 10.0 %

**CLIN 4008**  
**Computer Operator Support Services** 1,920 HR \$ 39.43 \$ 75,705.60  
 Contractor shall submit an hourly rate to support HOST computer operation when required.

SHIFT DIFFERENTIAL  
PERCENTAGE RATE 10.0 %

**CLIN 4009**  
**Travel** 1 Lot \$ 25,000.00  
 Travel and Subsistence expenses associated with delivery of courses as described PWS Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531  
 Gov't Estimate

**CLIN 0010**  
**FAA Unique Training** 1 HR \$ 54.17 \$ 54.17  
 Contractor shall submit an hourly rate to support FAA Unique Training. Advance approval by the Contracting Officer is required prior to course attendance.

## PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

### C.1 SCOPE OF WORK

(a) The contractor shall provide all personnel necessary to perform the Technical Operations Training Instructional Support Services as identified in the attached Statement of Work (SOW), dated 1 Apr 2007.

(b) The services required under this contract will be ordered by "Delivery Orders" signed and issued by the Contracting Officer. The Delivery Order Not-To-Exceed total funding will be based on the established prices identified in Schedule B for Contract Line Items (CLINs) 0002, 0004, 0005, 0006, 0007 and 0008, for the basic period and option periods and Appendix D entitled "Contract Technical Course Offering Requirements" for all instructional services. All fixed price(s) shall represent the composite price including direct and indirect labor, indirect materials, overhead, G&A, and profit/fee. Travel expenses that are designated as cost reimbursable shall represent the allowable actual cost at the time of billing.

(c) The contractor shall be responsible for all on-site management and supervision of this contract. The contractor shall furnish all key personnel as part of the fixed price to include the on-site project manager, an on-site assistant project manager, and any other positions necessary to successfully deliver the described Project Management and Administrative support services. Charges for personnel that are not directly related to a delivery order shall not be charged direct to the contract.

(d) The Project Manager is responsible for supervision of all personnel obtained through these contract services including supervision. Contract management shall include day-to-day supervision of contract employees including but not limited to work assignments, leave, payroll records, etc. The Project Manager shall identify in writing to the CO or designated representation all delegations of authority. At no time will Government personnel supervise contract employees.

(e) The on-site Contract Management staff shall be provided suitable space at the Mike Monroney Aeronautical Center (MMAC). Government Furnished Property and facility space is described in the SOW.

(f) The SOW and appendices for this requirement are included as attachments to this document as listed in Section J, List of Attachments.

### C.2 PHASE IN

(a) This contract contains transition requirements which must be accomplished in accordance with an FAA approved transition plan.

(b) The Contractor's transition plan shall include a method to facilitate receipt, during the transition period, of all work in process which cannot be completed by the incumbent contractor prior to contract start-up and work which cannot be postponed. This plan of action is to enable the contractor to plan, estimate, and obtain the resources required to perform the work.

(c) Upon award, the contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. The purpose of the Phase-in period is to:

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

(d) Contractor access must not interfere with the activities of current contract personnel. To preclude such interferences, arrangements will be made with the Contracting Officer or the designated representative.

(e) The Contractor shall not assume that incumbent contractor employees will be available to guide, direct, or specifically orient each contractor employee. The Contractor shall cooperate with the incumbent contractor during the transition period and shall conform to the transition plan as approved by the Government.

(f) During the transition period, the contractor shall provide for contingency services required or caused by a work disruption or stoppage by the incumbent contractor.

**C.3 PHASE OUT**

In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. Reporting of the current status may be necessary for transition or closeout of delivery orders. In transition, the incumbent contractor is expected to allow the successor access to incumbent employees and allow distribution of the successor's recruitment notice.

**C.4 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE  
CLA 4548 (SEP 2001)**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements with the Contracting Officer, contractor personnel may be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative (COTR) or a designated FAA contact point at the work site.

**PART I - SECTION D - PACKAGING AND MARKING**

NOT APPLICABLE

**PART I - SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908**

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clauses entitled: INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (AMS 3.10.4-4) and INSPECTION—TIME AND MATERIAL AND LABOR-HOUR (AMS 3.10.4-5)

**AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

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

3.10.4-4	INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT	APRIL 1996
3.10.4-5	INSPECTION--TIME AND MATERIAL AND LABOR-HOUR	APRIL 1996

**PART I - SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE**

All Technical Operations Training support services shall be accomplished at:  
Mike Monroney Aeronautical Center  
FAA Academy, 6500 South MacArthur Blvd.  
Oklahoma City, OK 73169

Field Locations may be ordered as directed by the Contracting Officer (CO) or COTR. Services required in field locations will be conducted at Government-furnished facilities, normally located within the United States, but may on rare occasion be located outside of the United States territories.

**F.2 DELIVERY SCHEDULE**

All requirements for performance and delivery of support services shall be scheduled as described in the Statement of Work. Requirement schedules will be coordinated during regularly schedule status meetings.

**F.3 PERFORMANCE**

Performance completion dates will be specified on individual delivery orders(s) issued hereunder

**F.4 DELIVERY OF MATERIALS (Applicable to Project Management and Administration Support)**

The Contractor shall deliver material including but not limited to original work papers, notes and drafts, printed materials, and pamphlets developed in support of the work performed. The delivery date for materials, publications etc. shall be established as "after receipt of order "(days) from the date of written task order by the Contracting Officer or the COTR. This material is considered "subject data" in accordance with the provisions of the AMS clause 3.5-13 entitled "Rights in Data-- General".

**F.5 AUTHORIZED PERFORMANCE (JAN 1997)**

CLA.0168r

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. Task Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed in writing by the CO or designated representative.

**F.6 CONTRACT PERIOD (JAN 1997)****CLA.1604**

The effective period of this contract is 1 October 2007 through 30 September 2008 for the base year, and if extended by exercise of option, one-year option periods designated as follows:

Beginning 1 September 2007 through 30 September 2007 – Phase In  
 1 October 2007 through 30 September 2008 – Base Year  
 1 October 2008 through 30 September 2009 – Option I  
 1 October 2009 through 30 September 2010 – Option II  
 1 October 2010 through 30 September 2011 – Option III  
 1 October 2011 through 30 September 2012 – Option IV

**F.7 PHASE-IN/PERIOD OF PERFORMANCE**

This contract includes a 30-day transition period that is anticipated to begin 1 September 2007, followed by the base year of performance beginning 1 October 2007 and ending 30 September 2008. The base year may be extended annually by exercise of four one-year option periods. Exercise of the option is at the sole discretion of the Government. *The base performance period will be adjusted accordingly in the event award is not made sufficiently in advance to meet the date for transition.*

**AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

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

3.10.1-9	STOP-WORK ORDER	OCT 1996
3.10.1-11	GOVERNMENT DELAY OF WORK	APRIL 1996
3.10.1-24	NOTICE OF DELAY	NOVEMBER 1997
3.11-34	F.O.B. DESTINATION	APRIL 1999

**PART I - SECTION G - CONTRACT ADMINISTRATION DATA****G.1 ACCOUNTING AND APPROPRIATION DATA**

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

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

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

**G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)****CLA.0135r**

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

- (1) The original to:
    - FAA, Mike Monroney Aeronautical Center
    - Financial Operations Division, AMZ-100
    - P.O. Box 25710
    - Oklahoma City, OK 73169-4913
  - (2) One copy to the FAA Contracting Officer Technical Representative (COTR) at the following address:
    - FAA, Mike Monroney Aeronautical Center
    - Technical Operations Training Division, Training Support, AMA-405
    - P.O. Box 25082
    - Oklahoma City, OK 73125
  - (3) One copy to:
    - FAA, Mike Monroney Aeronautical Center
    - Aviation, Medical & Training Division, AMQ-340
    - P.O. Box 25082
    - Oklahoma City, OK 73125
- (b) Each invoice shall highlight the following information in accordance with CDRL A006:
- (1) Contract number and applicable Delivery Order number.
  - (2) Requirement Order number, description of services, including applicable Contract Line Item Number(s), performance dates, and quantity(s)(i.e. course, scheduled offering, hours, or instructors rate) that were provided.
  - (3) Extended totals for invoiced quantities and year-to-date billing.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.4 INCREMENTAL FUNDING (JAN 1997)**

**CLA.2604**

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide the not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

**G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997)**

**CLA.4528**

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property (CDRL A004).

**G.6 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC)  
(JAN 2002)**

**CLA.4550**

- (a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA.

FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

### **G.7 AMS 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 (COTR) and/or Contracting Officer's Representative (COR), to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

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

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

### **H.1 POST-AWARD CONFERENCE**

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.

### **H.2 DELIVERY ORDER NOT-TO-EXCEED PRICE**

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price. Fixed Price CLINS will be limited to the established Total Fixed Price.

### **H.3 DELIVERY ORDER PROCESSING**

(a) A Delivery Order will be issued identifying the schedule for services required for each CLIN. The schedules may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks according to the schedules. Only the CO or designated Contracting Officer's Representative (COR) may authorize deviation from the delivery order schedules.

(b) Delivery orders will be issued upon completion of the following sequence of actions.

(1) The FAA will formally issue the Delivery Order with signature by the Contracting Officer or designated representative, and date. Each delivery order will contain the following information:

- (i) An appropriate reference to the Contract, delivery order number, and task number.
- (ii) A description of the services to be performed
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Scheduled deliveries.
- (v) Ceiling price.

(c) Delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order, with a copy of the Requirements Schedule, directing the contractor to proceed with performance of the work specified. Each Task Order will specify a ceiling price and the contractor will proceed with performance of the work required by the Task Order. The contractor shall submit a task proposal within 7 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, discussions will be conducted to confirm available support, schedule, and establish an agreed upon ceiling price.

(e) Any requirement issued during period of performance identified on the Contract Delivery Order, and not completed within that period, shall be completed by the contractor within the time specified in the Delivery Order. The rights and obligations of the contractor and the Government respecting that Delivery Order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

#### H.4 STAFFING/RESOURCE UTILIZATION

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

#### H.5 LIMITATION OF GOVERNMENT'S OBLIGATION -- ALLOTMENT OF FUNDS

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

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time whenever it is expected that costs to be incurred within the succeeding *thirty (30) days will exceed 75 percent (75%)* of the amount stated in the Delivery Order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each Task Order will be substantially greater or less than ceiling amount of the Task Order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative "Modification of Delivery Order" on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

**H.6 CANCELLATION POLICY**

Delivery Orders issued for instructional support services are primarily driven by the training needs of the Air Traffic Organization (ATO). Consequently, schedules that are coordinated for requirements may be adjusted as enrollment information is confirmed. The schedule adjustments shall be coordinated and discussed via regularly scheduled status meetings described in the SOW. The FAA reserves the right to cancel scheduled course requirements previously identified up to 10 days prior to the start date of the scheduled offering.

**H.7 DISCRIMINATION/COMPLAINTS AND EMPLOYEE APPEALS**

The contractor agrees that it will take the necessary action to insure that its employees including all subcontractors' employees cooperate fully with the Federal Aviation Administration (FAA) in regard to any personnel action or discrimination complaints involving students or former students of the FAA Academy. This would include cooperation in the preparation for and participation in discrimination complaint investigation and/or hearing and in any hearing before the Merit System Protection Board, and/or Equal Employment Opportunity Commission Accountability Board.

**H.8 DISSEMINATION OF CONTRACT INFORMATION**

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

**H.9 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997) CLA.0148R**

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by 8:00 am local time, the contractor shall immediately notify the designated FAA Course Manager.
- (b) In the event an FAA student is absent from class for any reason the contractor shall notify the designated FAA Course Manager.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the designated FAA Course Manager.
- (d) In the case of the death of a student, the contractor shall contact immediately the designated Course Manager.

**H.10 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001) CLA.0069**

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

**H.11 SAFETY AND HEALTH (JUN 2002) CLA.0090**

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

- (1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).
- (2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.
- (3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19B and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."
- (b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
- (c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.
- (d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.
- (e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

**H. 12 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.13 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262r**

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

- (1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 7 of the contract attachment entitled "Screening

Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in Section 503, Suitability Criteria of FAA Order 1600.72, Contractor and Industrial Security Program, within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

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

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

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

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of Chapter 6, Suitability Determinations FAA Order 1600.72. In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

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

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

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

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

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

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

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

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

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

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national

security. The contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

#### **H.14 FAA FACILITY REGULATIONS (OCT 2006)**

**CLA.3402r**

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

#### **FAA ORDERS/DIRECTIVES**

FAA Order 1600.72, Contractor and Industrial Security Program, dated 4/4/2001

[http://www.faa.gov/about/office\\_org/headquarters\\_offices/ash/ash\\_programs/investigations/isp/media/160072.doc](http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/isp/media/160072.doc)

FAA Order 1110.125A, Accountability Board, dated 6/30/2000

[https://employees.faa.gov/org/StaffOffices/ahr/policy\\_guidance/hr\\_policies/order/orders/1110\\_125A/](https://employees.faa.gov/org/StaffOffices/ahr/policy_guidance/hr_policies/order/orders/1110_125A/)

FAA Order 3900.47, Smoking Restrictions in FAA-Controlled or Occupied Space, dated 9/24/1990

[https://employees.faa.gov/org/staffoffices/ahr/policy\\_guidance/hr\\_policies/order/orders/390047/](https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/390047/)

FAA Order 3900.19B, FAA Occupational and Health Program, dated 4/1/2005

[https://employees.faa.gov/employee\\_services/emerg\\_safety/media/FINAL3900.pdf](https://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf)

FAA Order 1370.79A, Internet Use Policy, dated 10/12/1999

[http://www.faa.gov/about/office\\_org/headquarters\\_offices/aio/documents/media/1370\\_79A.pdf](http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/media/1370_79A.pdf)

#### **H.15 GOVERNMENT-ISSUED KEYS/PERSONAL IDENTIFICATION VERIFICATION (PIV) CARDS AND VEHICLE DECALS (JUNE 2006)**

**CLA.3403**

(a) It may become necessary for the Government to issue keys, personal identification verification (PIV) 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 Technical Representative (COTR).

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

(b) In the event such keys, PIV 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, PIV card, or vehicle decal not returned. If the keys, PIV cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card (F) and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations. Access to certain areas of the Logistics' Center, such as the Technical Support Facility (TSF) and Logistics' Support Facility (LSF) is authorized only to those persons displaying a Logistics' identification card (L). Access to the computer room in the Multi-Purpose Building is authorized only to those persons displaying a proper computer (C) identification card.

(d) The Government retains the right to inspect, inventory, or audit the PIV cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not

accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR 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), COTR, the Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

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

(1) Prior to any contractor personnel obtaining any pass or PIV card, the contractor shall submit complete documentation required under Clause 4554, entitled Security – Unescorted Access Only.

(2) To obtain the PIV card contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee, authorized by the CO and/or the COTR, and will require the approval/signature of the designated "sponsor" or alternate. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause 4554 entitled Security – Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and all required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Headquarters Building (HQ), Room 321, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

#### **H.16 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003) ALT I CLA.4531A**

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. All travel related expenses claimed for reimbursement shall be separately identified by individual, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling

charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

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

**CLA.4540**

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

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

**H.18 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)**

**CLA.4545R**

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled Security – Unescorted Access) security forms with the required transmittal letter to the appropriate **Servicing Security Element (SSE)/FAA MMAC, Civil Aviation Security, AMC-710, 6500 S. MacArthur Blvd., Oklahoma City OK 73169**. A copy of the transmittal letter shall also be provided to the Contracting Officer.

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

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

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

**H.19 QUALIFICATIONS OF EMPLOYEES (DEC 2002)**

**CLA.4552**

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

**H.20 SECURITY – UNESCORTED ACCESS ONLY (JUNE 2006)**

**CLA.4554R**

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials

or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

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

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

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

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

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

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

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

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

<u>Position</u>	<u>Risk Level</u>
Project Manager	5
Assistant Project Manager	5
Supervisor	5
Electronics Engineer/Technician (instructor)	5
Computer Operator III	1
Technical Writer III	5
Graphic Artist	5
Administrative Assistant	1

(d) Not later than 15 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.

(2) Two fingerprint cards (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract employees. All fingerprint cards shall be written in black or blue ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

(3) The applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, and Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must

still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.

(4) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72, Contractor and Industrial Security Program, Chapter 5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.

Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions.

Lastly, for applicants with current or former military employment history, the SF-180, Request Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.

Investigative Form submission should be as follows:

- Low Risk Positions with fingerprint checks only (example, title search, and credit union):

- FD-258 fingerprint card
- OF-306 Declaration for Federal Employment
- Record Check Requests (data entry sheet for Personnel Security)
- Identifier/accounting sheet

- Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI):

- FD-258 fingerprint card
- SF-85P Questionnaire for Public Trust Positions
- SF-180 Request Pertaining to Military Records
- Identifier/accounting sheet

- Moderate Risk Positions with Fiduciary responsibility requiring a NACI:

- FD-258 fingerprint card
- SF-85P Questionnaire for Public Trust Positions
- SF-180 Request Pertaining to Military Records
- Identifier/accounting sheet
- DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

- High Risk Positions requiring a Background Investigation (BI):

- FD-258 fingerprint card
- SF-85P Questionnaire for Public Trust Positions
- SF-180 Request Pertaining to Military Records
- Identifier/accounting sheet

DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA; however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.

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

**FAA Mike Monroney Aeronautical Center  
Civil Aviation Security, AMC-710  
6500 S. MacArthur Blvd.  
Oklahoma City OK 73169**

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

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

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

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

**NONE**

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

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

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

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

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

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

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

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

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

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

**H.21 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.22 PERSONNEL AND SUPERVISION (OCTOBER 2006) CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.23 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

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

**H.24 AMS 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:

Project Manager and Assistant Project Manager

**PART II - SECTION I - CONTRACT CLAUSES****I. 1 CEILING PRICE (JAN 1997)****CLA.0120r**

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/task order issued hereunder and will vary depending on the work to be performed

**I.2 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.

**I. 3 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 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, 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.4 AMS 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

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

**ANNUAL CERTIFICATION OF  
DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS**

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

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

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**I.5 AMS 3.2.4-16**

**ORDERING**

**OCTOBER 1996**

(a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders services identified in the schedule, and task orders for activities provided by schedule. Delivery orders may be issued from date of contract award for one (1) year thereafter unless extended by exercise of options extending the ordering period.

(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 (electronically), a delivery order or task order is considered "issued" when the Government deposits the order in the mail (or transmits electronically). Orders may be issued orally, only if authorized in the Schedule and is considered ordered when transmitted.

**I.6 AMS 3.2.4-17**

**ORDER LIMITATIONS (DELIVERY ORDER)**

**OCTOBER 1996**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the value of CLIN 0002 for the current period of performance, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$ 7,000,000.00;

(2) Any order for a combination of items in excess of \$ 7,000,000.00, or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.7 AMS 3.2.4-20**

#### **INDEFINITE QUANTITY**

**JULY 1996**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2008 (Basic Period); 30 Sep 2009 (Option I); 30 Sep 2010 (Option II); 30 Sep 2011 (Option III) and 30 Sep 2012 (Option IV).

#### **I.8 AMS 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.

#### **I.9 AMS 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 no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**I.10 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

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

**I.11 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION APRIL 2006**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

#### **I. 12 AMS 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer

and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting

from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

**I.13 AMS 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)**

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

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

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

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

(c)

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

(2) The [Offeror insert name here \_\_\_\_\_] will notify the FAA Contracting Officer/AMQ-310 C. COOPER in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**I.14 AMS 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.

This Statement is for Information Only: It Is Not a Wage Determination.

Employee Class	Gov Equivalent	Monetary Wage Fringe Benefits	DOL Wage Determination SCA Applicable
Computer Operator III	GS-6	\$15.42	SCA Applicable
Administrative Assistant	GS-7	\$17.24	SCA Applicable
Technical Writer III	GS-11	\$25.51	SCA Applicable
Graphic Artist	GS-9	\$21.08	SCA Applicable

### 1.15 AMS 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL OCTOBER 2006

- (1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.
- (2) Substitution of Personnel.
- (a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.
- (b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.
- (3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.
- (4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.
- (5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

### 1.16 AMS 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.

#### **I.17 AMS 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS)**

**APRIL 1996**

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$100,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related

supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

- (1) A description of the supplies or services to be subcontracted;
  - (2) Identification of the type of subcontract to be used;
  - (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;
  - (4) The proposed subcontract price and the Contractor's cost or price analysis;
  - (5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
  - (6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and
  - (7) A negotiation memorandum reflecting-
    - (i) The principal elements of the subcontract price negotiations;
    - (ii) The most significant considerations controlling establishment of initial or revised prices;
    - (iii) The reason cost or pricing data were or were not required;
    - (iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
    - (v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;
    - (vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
    - (vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.
- (e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:
- (1) of the acceptability of any subcontract terms or conditions,
  - (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

#### **I.18 AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS JULY 2006**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and

Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

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

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, ATTN: AMC-700 SSE, 6500 S. MacArthur Blvd., OKC, OK 73169)

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

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

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

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

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

Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

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

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

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

#### **1.19 AMS 3.14-4 Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (July 2006)**

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV 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 [CO to enter appropriate amount] for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any

items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

## **I.20 AMS 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2006)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Meet personnel suitability security requirements to access sensitive information; and
- (3) Successfully complete a non-disclosure agreement (NDA).

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) Procedures for protecting against co-mingling of information with general contractor data system/files;

(4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;

(5) Procedures for the reproduction of subject material;

(6) Procedures for reporting unauthorized access; and

(7) Procedures for the destruction and/or sanitization of such material.

### AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

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

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST	AUGUST 1997
3.1.8-1	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.1.8-2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.2.2.3-33	ORDER OF PRECEDENCE	JULY 2004
3.2.2.3-75	REQUESTS FOR CONTRACT INFORMATION	JULY 2004
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	APRIL 1996
3.2.4-34	OPTION TO EXTEND SERVICES	APRIL 1996
3.2.5-1	OFFICIALS NOT TO BENEFIT	APRIL 1996
3.2.5-3	GRATUITIES OR GIFTS	JANUARY 1999
3.2.5-4	CONTINGENT FEES	OCTOBER 1996
3.2.5-5	ANTI-KICKBACK PROCEDURES	OCTOBER 1996
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	JUNE 1999
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	APRIL 1996
3.3.1-1	PAYMENTS	APRIL 1996
3.3.1-5	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	APRIL 2001
3.3.1-6	DISCOUNT FOR PROMPT PAYMENT	APRIL 1996
3.3.1-8	EXTRAS	APRIL 1996
3.3.1-9	INTEREST	APRIL 1996
3.3.1-10	AVAILABILITY OF FUNDS	APRIL 1996
3.3.1-15	ASSIGNMENT OF CLAIMS	APRIL 1996

3.3.1-17	PROMPT PAYMENT	JAN 2003
3.3.1-30	PROGRESS PAYMENTS NOT INCLUDED	NOV 1997
3.3.2-1	FAA COST PRINCIPLES	OCTOBER 1996
3.4.1-10	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JULY 1996
3.4.1-12	INSURANCE	JULY 1996
3.4.1-13	ERRORS AND OMISSIONS	JULY 1996
3.4.2-6	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	OCTOBER 1996
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES -FIXED PRICE CONTRACT	APRIL 1996
3.5-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APRIL 1996
3.5-13	RIGHTS IN DATA-GENERAL	OCTOBER 1996
3.5-16	RIGHTS IN DATA-SPECIAL WORKS	APRIL 1996
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS	SEPT 2001
3.6.1-7	LIMITATIONS ON SUBCONTRACTING	SEPTEMBER 2001
3.6.1-9	MENTOR PROTÉGÉ PROGRAM	OCTOBER 2006
3.6.1-11	MENTOR REQUIREMENTS AND EVALUATION	OCTOBER 2006
3.6.2-2	CONVICT LABOR	APRIL 1996
3.6.2-9	EQUAL OPPORTUNITY	AUGUST 1998
3.6.2-10	EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS	NOVEMBER 1997
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APRIL 2007
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA	APRIL 2007
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
3.6.2-35	PREVENTION OF SEXUAL HARRASSMENT	AUGUST 1998
3.6.2-37	NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	APRIL 2007
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**PART III - SECTION J - LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
<b>Attachment 1</b>	FAA Instructional Support Services Statement of Work including (30 pages) Appendix A- Contract Task and Subtask Descriptions (11 pages) Appendix B- Contract Support Position Descriptions and Qualifications (18 pages) Appendix C- Contract Technical Course Offering Price Document (5 pages) Appendix D-Contract Technical Course Offering Requirements (5 pages) Appendix E-Contract Terms, Acronyms, and Additional Resources (8 pages) Appendix F - Contract Data Requirements List (CDRLs) (13 pages)	5 June 2007	87 pages
<b>Attachment 2</b>	DOL Wage Determination 05-2431, Rev. 02	1 Dec 2006	10 pages
<b>Attachment 3</b>	CLA 1262 FAA Requirements for Screening of Contractor Personnel –Contractor; and FAA Requirements for Screening of Contractor Personnel -Adjudicative Standards -Contractor	JUL 2001	3 pages