

AWARD/CONTRACT 1. RATING PAGE 1 OF PGS 34

2. CONTRACT (Proc. Inst. Ident.) NO. DTFAAC-06-D-00093 3. EFFECTIVE DATE August 1, 2006 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SIR DTFAAC-06-R-02043

5. ISSUED BY CODE FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125
 6. ADMINISTERED BY (If other than Item 5) CODE FAA, Aviation, Medical, & Training Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
 Oklahoma University of
 1700 Asp, Room 111
 Norman, OK 73019
 PHONE: (405) 325-6361
 FAX: (405) 325-7196
 CODE FACILITY CODE
 8. DELIVERY [XX] FOB DESTINATION [] FOB ORIGIN [] OTHER (See below)
 NET
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM BLOCK 12.

11. SHIP TO/MARK FOR CODE To be shown on each delivery order issued hereunder.
 12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125 (405) 954-4304

14. ACCOUNTING AND APPROPRIATION DATA Will be stated on each delivery order issued hereunder.

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Accepted as to Base Year CLIN 1.0, 2.0 and 3.0 in accordance with the terms and conditions stated herein. Individual Delivery Order shall be issued to fund this requirement.					Estimated
15G. TOTAL AMOUNT OF CONTRACT					\$9,182,582.00

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21-34
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	3-4	X	J	LIST OF ATTACHMENTS	34
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORPORATED
X	F	DELIVERIES OR PERFORMANCE	5-6		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	BY REF-
X	G	CONTRACT ADMINISTRATION DATA	6-7		M	EVALUATION FACTORS FOR AWARD	ERENCE
X	H	SPECIAL CONTRACT REQUIREMENTS	7-21				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)
 19B. NAME OF CONTRACTOR BY James D. [Signature]
 19C. DATE SIGNED 7-13-06
 20A. NAME OF CONTRACTING OFFICER BRENT D. FOREMAN
 20B. UNITED STATES OF AMERICA BY Brent D. Foreman [Signature]
 20C. DATE SIGNED 7-14-2006

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

6-Month Base Period

B.1 INSTRUCTIONAL SERVICES

The contractor shall provide personnel necessary to administer, manage, and furnish instruction of the work specifically defined in Attachment 1, Statement of Work (SOW), Appendix B, for Air Traffic Instructional Support Services.

Minimum guaranteed quantity: \$125,000**

Maximum order quantity: \$9,999,999.00.

**Minimum guaranteed contract quantity. This is the "minimum" quantity that will be ordered under this contract. An order for this minimum quantity will be issued by the first workday of the Base performance period.

CLIN		ESTIMATED REQUIREMENTS		
		ESTIMATED COST	BASE FEE	MAXIMUM AWARD FEE
	ALL TASKS: BASE 6-month period	\$9,177,582.00	NA	\$334,083.00
1.0	TASK 1--CONTRACT MANAGEMENT and Administration	\$ 265,219.00	na	\$ 8,102.00
2.0	TASK 2--AIR TRAFFIC DIVISION Support	\$1,706,499.00	na	57,705.00
3.0	TASK 3--INTERNATIONAL INSTRUCTION and instructional design support	\$ 0.00	na	\$ 0.00
4.0	TASK 10--Initial Training Branch Instructor and Instructional Design Support	\$ 555,936.00	na	\$ 20,626.00
5.0	TASK 11--En Route Training Section Instructional Support	\$3,835,669.00	na	\$ 136,474.00
6.0	TASK 12--Terminal Radar Training Section Instructional Support	\$ 511,746.00	na	\$ 19,122.00
7.0	TASK 13--TOWER CAB TRAINING SECTION Instructional Support	\$ 840,068.00	na	\$ 31,409.00
8.0	TASK 14--Flight Service Training Section Instructional Support	\$ 0.00	na	\$ 0.00
9.0	TASK 20--Specialized Training Branch Instructional Design Support	\$ 362,327.00	na	\$ 13,366.00
10.0	TASK 21--Staff Training Section Instructional Support.	\$ 195,802.00	\$ 5,874.00	\$ 13,706.00
11.0	TASK 22--Operations Training Section Instructional Support	\$ 328,471.00	na	\$ 12,286.00

CLIN	ESTIMATED REQUIREMENTS		
	ESTIMATED COST	BASE FEE	MAXIMUM AWARD FEE
12.0 TASK 30--System Support Branch Instructional Design Support	\$ <u>575,843.00</u>	na	\$ <u>21,287.00</u>
13.0 Transition (In or Out) Transition costs to begin or end performance In accordance with Statement of Work.			\$ <u>TBD</u>
14.0 Travel and Per Diem IAW Section H, Clause			\$ <u>5,000.00</u>
15.0 DATA and REPORTS IAW CDRL 0001 through 0012 Section J, Attachment 3			\$ Not-separately priced.

NOTE--Requirement for review of contractor employee resume IAW AMS Toolbox T3.8.2.4(c) (4) The University of Oklahoma will provide no later than September 1, 2006 per Project Manager memo July 11, 2006.

Remainder of page is blank.

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

C.1 SCOPE OF WORK

(a) The contractor shall provide all personnel and other items or services as necessary to perform the various Air Traffic Instructional support services as identified in the attached Statement of Work (SOW), dated January 20, 2006.

(b) The services required under this contract will be ordered by "task/delivery orders" signed and issued by the Contracting Officer. Task/delivery order pricing will be based on the specific composite hourly rates for those positions listed in Statement of Work, Appendix B. The composite hourly rate for each skill category must be indicated. The "composite hourly" rate includes direct and indirect labor, indirect materials, overhead, G&A, and profit/fee.

(c) The contractor shall be responsible for all on-site management of this contract. The contractor shall furnish an on-site project manager and an on-site assistant project manager as part of its direct costs. If additional positions are necessary to effectively manage the contract, the contractor will also include those positions as part of its direct costs. Charges for personnel that are not chargeable directly to a task/delivery order shall not be charged direct to the contract.

(d) Contractor supervisors will provide day-to-day supervision of contractor employees including but not limited to work assignments, leave, payroll records, etc. At no time will contractor employees be supervised by Government personnel.

(e) The on-site management staff shall be provided suitable facilities at the MMAC. The Government shall provide as necessary: telephone, utilities, connection to local network access, but no computer.

C.2 STATEMENT OF WORK

The Statement of Work (SOW) for this requirement is listed in PART III, Section J, List of Attachments, Attachment 1.

C.3 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 that are then *announced at the time of an exercise*, contractor personnel will 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 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

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://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE AND DELIVERY.

(a) The contract provides for a basic period of performance, which will begin on August 1, 2006. For purposes of issuing task orders hereunder, the contract continues for a period ending six months from August 1, 2006.

(b) The deliverables, referenced in the CDRLs, Attachment 3, shall be provided within the time periods indicated.

F.2 PLACE OF PERFORMANCE

All Air Traffic Training support services shall be accomplished at the Mike Monroney Aeronautical Center, FAA Academy, 6500 South MacArthur Blvd, Oklahoma City, OK 73169, except for such work as is specifically directed by the Contracting Officer to be performed at other locations.

F.3 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

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

F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

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

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

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

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

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)
- 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

- G.1 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, 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.2 INVOICING PROCEDURES - GENERAL (JUL 1997) 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 73125-4913
- (2) Two copies to: FAA, Mike Monroney Aeronautical Center
Air Traffic Division, AMA-500
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:

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

- G.3 ACCOUNTING AND APPROPRIATION DATA (JAN 1997) CLA.0502

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

- G.4 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.

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

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

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

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER PROCESSING

(a) Task/delivery orders will be issued in order of priority, which may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer's Representative (COR) to deviate from the priority order.

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

(1) The Contracting Officer issues a request for task proposal, with a copy of the Task Description Sheet attached.

(2) The contractor submits a task proposal to the Contracting Officer including:

(i) A milestone schedule.
(ii) Proposed completion or delivery date.
(iii) A breakdown of the proposed costs by category of discipline/skill.

(iv) Proposed travel costs, if applicable.

(3) Each task will be negotiated. Following the completion of negotiations, the contractor will submit his best and final offer. If the Government accepts the contractor's best and final offer, a task order will be

issued. The Government will notify the contractor if the Government does not accept the contractor's best and final offer.

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

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

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

(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/delivery order, with a copy of the Task Description Sheet attached, directing the contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with performance of the work required by the task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations if required will be conducted to establish a new ceiling price.

(e) Any task/delivery order issued during the term of this contract, and not completed within that term, shall be completed by the contractor within the time specified in the task/delivery order. The rights and obligations of the contractor and the Government respecting that task/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.

(f) Notwithstanding the provisions of AMS clause 3.2.4-20, entitled "INDEFINITE QUANTITY, (JUL 1996)" if the Government and the contractor fail to agree on pricing for a task the Government may award that task to another source.

H.2 SUPERVISION

The contractor will designate, when required by task orders issued under this contract, one or more supervisors to be located on-site within the FAA Academy, or on-site at each location where supplemental Academy training is to be conducted. Contract supervisors will provide day-to-day supervision of contract instructors, including, but not limited to, work assignments, leave, payroll records, etc. Contract supervisors will coordinate task assignments with the designated Contracting Officer's technical Representative. At no time will contract employees be supervised by Government personnel.

H.3 OFFICE SPACE

The FAA will furnish office space at the Mike Monroney Aeronautical Center for contractor management that directly relates to the performance under this contract in accordance with the SOW.

H.4 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.

H.5 TRANSITION

(a) This contract contains transition requirements, which must be accomplished in accordance with the SOW.

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

(c) All material and equipment inventories shall be conducted during the transition period. Any discrepancies in inventory will be resolved within 10 calendar days of commencement of services.

(d) 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 developed by the contractor and approved by the Government.

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

H.6 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 three working days notice prior to the date of the conference by the Contracting Officer.

H.7 CONTRACTOR CHANGEOVER (FOLLOW-ON CONTRACT)

The Government reserves the right to conduct site visits in all contractor-operated facilities in conjunction with any future solicitation for a follow-on contract. 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. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.8 CONTRACTOR ACQUIRED AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) AND AUTOMATIC DATA PROCESSING (ADP) SERVICES

In accordance with Federal Information Resources Management Regulation (FIRMR) 201-24-204, the contractor is required to identify and document the quantity and specific make and model of any ADPE acquired under the contract. Further, for any leased ADPE, where the FAA will absorb the total lease cost, the contractor shall include a provision in any lease contract that the FAA will have the right to exercise any purchase option and realize any other benefits earned through lease payments. When less than 100 percent of the cost of ADPE is absorbed by the FAA, the contractor agrees to provide to the FAA the right to

realize accrued purchase option credits if the contractor elects not to exercise the purchase option. The contractor agrees to provide the FAA at least a 60-day advance notice of a determination to terminate any ADPE lease.

H.9 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003) ALT I

CLA.4561

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.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 (JAN 1997)

CLA.0090

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

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

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

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg. 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

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

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

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

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

H.12 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (Jul 2001)

CLA.1262

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

perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

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

(2) The 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 paragraph 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.

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

(b) Government Screening Standards for Contractor Personnel.

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

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Attachment 4a & 4b.) 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.13 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.14 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (JUL 2004)

CLA.3403

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

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

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

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the

contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the 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 identification card on the front portion of their body between the neck and waist.

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

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause 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 the required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, 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.

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

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

H.15 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

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

(b) The applicable security forms are located on the Internet at <http://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.16

SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4554

(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>
<u>Employee class</u>	
Pseudo-Pilot	5
Pseudo-Pilot Supervisor	5
Training Materials Clerk	5
Desktop Publishing Technician	5
Training Materials Coordinator	5

Administrative Assistant (property)	5
Editorial Assistant	5
Computer Programmer I	5
Technical Writer	5
Computer Programmer II	5
Education Specialist	5
Computer Programmer III	5
Computer Systems Analyst	5
Graphics Artist	5
Instructor (Flight Service)	5
instructor (Flight Service SME)	5
Instructional Systems Specialist	5
Program Manager	5

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

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

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

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

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

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

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

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

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

if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

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

NONE

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

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

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

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

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

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

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

(1) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (1) 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.

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

H.21 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

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

H.22 CONTRACTOR TESTIMONY

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

H.23 DIRECT LABOR RATE CEILINGS

(a) The purpose of this clause is to allow the contractor to manage and control labor cost while limiting costs to an average no more than the labor rates, which were negotiated. The parties agree that such rates represent adequate compensation to attract the competence levels in each position title necessary for successful contract performance.

(b) The rate proposed by the contractor and agreed to by the Government for each Position Title (reference Section B, Direct Labor Rate Ceiling) is the maximum allowable average labor rate ceiling for that respective labor position title on the contract. Offeror must provide rates for all contract periods and all labor position titles.

(c) The average hourly ceiling rate amount shall be computed based on total direct salary cost paid for the specific labor classification divided by total direct labor hours used for that position title. The contractor is to insert the average maximum allowable hourly labor rates by position title for each contract period. These rates are maximum ceiling direct labor costs that the Government will reimburse the contractor irrespective of the actual costs incurred by the contractor and must be included in calculations of the average rates. (See sample below)

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

Direct labor rate ceilings are computed for the final bill of the FAA fiscal year as total direct labor cost for a category divided by the total number of hours billed in that category over all invoices in the fiscal year.

EXAMPLE 1

This example assumes a negotiated ceiling labor rate of \$19.50/hr for Skill I, taken from a separate listing of such rates;

<u>Labor Category</u>	<u>Actual Labor Rate Paid</u>	<u>Hours Worked</u>	<u>Total Labor Dollars</u>
Contract Skill I	Employee A - \$22.00	1,980	\$43,560.00
Maximum negotiated ceiling labor rate	Employee B - \$20.00	1,980	39,600.00
<u>\$19.50</u>	Employee C - \$19.00	2,000	38,000.00
	Employee D - \$19.50	<u>1,750</u>	<u>34,125.00</u>
Cumulative Total		<u>7,710</u>	<u>\$155,285.00</u>

Cumulative Annual Weighted Average:	\$155,285.00 / 7,710 hours = \$20.14
Max Negotiated labor rate	<u>-19.50</u>
	Over Ceiling \$ 0.64

The actual average rate has exceeded the maximum ceiling rate that was negotiated. As a result, the \$0.64 X 7,710 hours = \$4,934.40 is an unallowable cost and is not payable by the Government in accordance with Section I, AMS Clause 3.2.4-5 "Allowable Cost and Payment (October 1996)". This is evidence that cost control measures by the contractor are not working - Negative effect on Award Fee.

EXAMPLE 2

This example assumes a negotiated ceiling labor rate of \$18.75/hr for Skill I, taken from a separate listing of such rates;

<u>POSITION TITLE</u>	<u>Actual Labor Rate Paid</u>	<u>Hours Worked</u>	<u>Total Labor Dollars</u>
Contract Skill II	Employee G - \$18.00	1,980	\$35,640.00
Max ceiling rate is	Employee H - \$19.25	1,980	38,115.00
<u>\$18.75/hour</u>	Employee J - \$18.50	<u>2,000</u>	<u>37,000.00</u>
Cumulative Total		<u>5,960</u>	<u>\$110,755.00</u>

Cumulative Weighted Average	\$110,755/ 5,960 hours = \$18.58
Max Negotiated labor rate	<u>\$18.75</u>
	Under Ceiling (\$ 0.17)

Costs have been kept below the maximum negotiated ceiling rate of \$18.75 per hour. This is evidence that cost control measures by the contract are working - Positive effect on Award Fee.

H.25 INDIRECT COST RATES CEILINGS

(a) Notwithstanding the provisions of AMS Clause 3.2.4-5, Allowable Cost and Payment, the FAA will reimburse the contractor, limited to the indirect cost rates and ceilings identified and agreed to in accordance with Section L, Paragraph L., for final indirect cost rates as determined in accordance with the Acquisition Management System (AMS). All rates shall be computed and applied on a basis consistent with the indirect cost rates at the time of contract award.

H.26 DETERMINATION OF AWARD FEE (OCT 1994)

(a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned in accordance with Section I, Clause titled, 3.2.4-36 -- Award Fee (January 2004). The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 15 calendar days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

H.27 PERFORMANCE EVALUATION PLAN (OCT 1994) (REVISED)

(a) A Performance Evaluation Plan, Attachment 5, has been unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan includes the criteria used to evaluate each area and the percentage of award fee (if any) available for each area.

(b) The criteria contained within the Performance Evaluation Plan may relate to:

- (1) Technical (including schedule) requirements if appropriate;
- (2) Management; and
- (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 5 calendar days prior to the start of the evaluation period to which the change will apply.

PART II - SECTION I - CONTRACT CLAUSES**I.1 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.2 LIABILITY INSURANCE (JAN 1997)**CLA.3212**

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

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

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

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

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

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 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.3 COST/SCHEDULE STATUS REPORT

(a) The Contractor shall use management procedures in the performance of this contract that provide for--

- (1) Planning and control of costs;
- (2) Measurement of performance (value for completed tasks); and
- (3) Generation of timely and reliable information for the cost/schedule status report (C/SSR).

(b) At a minimum, these procedures must provide for--

(1) Establishing the time-phased budgeted cost of work scheduled (including work authorization, budgeting, and scheduling), the budgeted cost for work performed, the actual cost of work performed, the budget at completion, the estimate at completion, and provisions for subcontractor performance measurement and reporting;

(2) Applying all direct and indirect costs and provisions for use and control of management reserve and undistributed budget.

(3) Incorporating changes to the contract budget base for both Government directed changes and internal replanning.

(4) Establishing constraints that preclude subjective adjustments of data to ensure performance measurement remains realistic. Unless the Contracting Officer provides prior written approval, in no case shall the total allocated budget exceed the contract budget base. For cost-reimbursement contracts, the contract budget base shall exclude changes for cost growth increases, other than for authorized changes to the contract scope; and

(5) Establishing the capability to accurately identify and explain significant cost and schedule variances, both on a cumulative basis and projected at completion basis.

(c) The Contractor may use a cost/schedule control system that has been recognized by a FAA contracting officer (CO) or by a CO from another federal agency as complying with the earned value management system criteria at Paragraph A.1.c., EVMS Criteria, of Toolbox Guidance T1.13 - Metrics and Performance Management.

(d) The FAA may require an integrated baseline review within 180 calendar days after (1) contract award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The purpose of the integrated baseline

review is for the FAA and the Contractor to jointly evaluate the adequacy of the Contractor's planning efforts in meeting baseline goals in areas such as the complete coverage of the statement of work, logical scheduling of the work activities, adequate allocation of resources, and risk management. The Contractor shall provide necessary documents and data that describe the methods of planning, control and data generation in actual operation to satisfy the requirement of paragraph (a) of this clause.

(e) The Contractor shall provide access to all pertinent records, company procedures, and data requested by the CO, or authorized representative, to:

(1) Show proper implementation of the procedures generating the cost and schedule information being used to satisfy the C/SSR contractual data requirements to the Government; and

(2) Ensure continuing application of the accepted company procedures in satisfying the C/SSR data item.

(f) The Contractor shall submit any substantive changes to the procedures and their impact to the CO for review.

(g) The Contractor shall require a subcontractor to furnish a C/SSR in each case where the subcontractor will perform critical or significant tasks related to the prime contract. The FAA and the prime Contractor shall mutually identify which subcontracts are critical or significant to the achievement of baseline goals, and each identified subcontractor's reported cost and schedule information shall be incorporated in the Contractor's cost/schedule status report (C/SSR).

(h) The Contractor shall submit a C/SSR report prepared in accordance with Contractor's format by the 10th day of the month to the contracting officer for review.

3.2.4-16 ORDERING (OCTOBER 1996)

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

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

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

3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 calendar 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.

3.2.4-20 INDEFINITE QUANTITY (JULY 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of

supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

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 4 weeks of the end of the current contract period.

3.2.4-36 AWARD FEE (January 2004)

a. The FAA shall pay the Contractor a base fee as well as an award fee for performing this contract.

b. The award fee will be determined based on a Contractor Performance Evaluation Plan (PEP) which will be unilaterally established by the FAA. The PEP will include the criteria to be considered under each area evaluated; the percentage of award fee, if any, available for each area; and the frequency of evaluation periods. A copy of the PEP will be provided to the Contractor within thirty (30) days after contract award, and within thirty (30) days subsequent to any approved revisions made to the PEP during the execution of the contract. There will be no carry forward of any unearned award fee to any subsequent award fee period. Award fee will not be paid for performance that is below average or unsatisfactory.

(1) The award fee earned and payable will be determined by the Fee Determining Official (FDO) in accordance with procedures in the PEP. The FDO may, at any time, make unilateral administrative changes concerning Contract award fee such as changes to the Performance Evaluation Board membership, Performance Monitors, and other changes that do not impact on evaluation procedures, computation of earned award fee, or determination of award fee pools for specific evaluation performance periods.

(2) The FDO may also make unilateral changes that do impact on evaluation procedures, computation of award fee, or determination of award fee pools for specific evaluation performance periods, provided that any such changes are communicated to the Contractor in writing no later than 30 calendar days after the commencement of the award fee evaluation period in which the changes become effective. If no conflicts exist between the changes to the Plan and the Contract, then changes will be unilaterally invoked into the PEP without formal modification to the Contract.

- (3) The PEP shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any:
- (i) Technical (including Schedule) requirements as appropriate;
 - (ii) Management; and
 - (iii) Cost functions selected for evaluation.
- (4) Specific evaluation factors are identified in the PEP.
- (5) The award fee described in this clause and in the PEP is the only fee payable to the prime or any other teammate/subcontractor. Any other attempts to invoice the FAA for fees of any kind on the part of the prime contractor, or on behalf of any other subcontractor, consultant, interdivisional entity, etc. will be disallowed. The FAA will promptly make payment of any Award Fee upon the submission by the Contractor to the Contracting Officer, or his authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. The earned award fee will be incorporated into the contract by modification.
- (6) It is agreed that the evaluation of Contractor performance shall be in accordance with the PEP and that the Contractor shall be promptly advised in writing of the award fee determination and the reasons why it was or was not earned. The Contractor further agrees that the determination as to the amount of award fee earned will be made by the FDO and such determination concerning the amount of award fee earned is binding on both parties and shall not be subject to appeal under the FAA's Dispute Resolution Provisions or to any other administrative board or court of law.
- (7) It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the FAA, any self-evaluation which is received within 20 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)

Funds are not presently available for this contract. The FAA 's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the 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.

3.3.1-12 LIMITATION OF COST (APRIL 1996)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the FAA more than (1) the estimated cost specified in the "Schedule" or, (2) if this is a cost-sharing contract, the FAA 's share of the estimated cost specified in the "Schedule". The Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the FAA 's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the "Schedule"; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The FAA is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the "Schedule" or, (ii) if this is a cost-sharing contract, the estimated cost to the FAA specified in the "Schedule";

(2) The Contractor is not obligated to continue performance under this contract (including actions under the "Termination" clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the "Schedule", until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the "Schedule".

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d) (2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the FAA. In the absence of the specified notice, the FAA is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the FAA specified in the "Schedule", whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the "Schedule" is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the FAA specified in the "Schedule", unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the FAA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

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) Trade style, 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.

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.

3.5-18 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (OCTOBER 1996)

(a) As used in this clause, "restricted computer software" means any computer program, computer database, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or-privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, vendor agrees that the Government may have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this

contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with applicable Federal laws.

(c) (1) The restricted computer software delivered under this contract shall not be used, reproduced or disclosed by the Government except as provided in subparagraph (c) (2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be-

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and

(vi) Used or copied for use in or transferred to a replacement computer.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c) (2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so: "Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth herein.

(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with subparagraph (c) (3) of this clause, unless a statement substantially as follows accompanies such copyright notice: "Unpublished-rights reserved under the copyright laws of the United States."

3.6.2-10 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (NOVEMBER 1997)

Notwithstanding the clause of this contract titled 3.10.2-1, Subcontracts (Fixed-Price Contracts), the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$10 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee class

Monetary Wage-Fringe Benefits

Pseudo-Pilot	GS-4	\$12.18	SCA Appl
Pseudo-Pilot Supervisor	GS-5	\$13.63	SCA Appl
Training Materials Clerk	GS-5	\$13.63	SCA Appl
Desktop Publishing Technician	GS-6	\$15.19	SCA Appl
Training Materials Coordinator	GS-6	\$15.19	SCA Appl
Administrative Assistant (property)	GS-7	\$16.88	SCA Appl
Editorial Assistant	GS-7	\$16.88	SCA Appl
Computer Programmer I	GS-9	\$20.67	SCA Appl
Technical Writer	GS-9	\$20.67	SCA Appl
Computer Programmer II	GS-11	\$24.99	SCA Appl
Education Specialist	GS-11	\$24.99	SCA Appl
Computer Programmer III	GS-12	\$29.95	SCA Appl
Computer Systems Analyst	GS-12	\$29.95	SCA Appl
Graphics Artist	GS-12	\$29.95	SCA Appl
Instructor (Flight Service)	GS-12	\$29.95	Professional
Instructor (Flight Service SME)	GS-12	\$29.95	Professional
Instructional Systems Specialist	GS-13	\$35.61	Professional
Instructor (Meteorology)	GS-13	\$35.61	Professional
Instructor	GS-14	\$42.08	Professional
Supervisor	GS-15	\$49.50	Professional
Alternative Program Manager	GS-15	\$49.50	Professional
Program Manager	GS-15	\$49.50	Professional

Annual Leave: Two hours per week for service of less than three years; three hours per week for service of three years, but less than 15 years; and 4 hours per week for service of 15 years or more.

Paid Holidays: Ten per year.

Government's contribution to sick leave and to life, accident, and health insurance: 5.1 percent of basic hourly rate.

Government's contribution to retirement pay: 7 percent of basic hourly rate. NOTE: The wage rates and fringe benefits listed in this clause are included in the contract as required by section 2(a)(5) of the Service Contract Act of 1965, as amended, and are not minimum wage rates and fringe benefits required to be paid on this contract.

3.9.1-1 CONTRACT DISPUTES (November 2002)

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

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

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

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

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

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

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

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

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

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

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

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

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

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

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

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

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

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

3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)

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

(1) Cancel the stop-work order; or

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

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

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

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

(2) The Contractor asserts its right to an adjustment within 30 calendar 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.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

- 3.1.7-4 ORGANIZATIONAL CONFLICTS OF INTEREST (March 2006)
- 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)
- 3.2.2.3-8 AUDIT AND RECORDS (July 2004)
- 3.2.2.3-33 ORDER OF PRECEDENCE (JULY 2004)
- 3.2.2.3-75 REQUEST 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)
- 3.2.5-1 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 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 1996)3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (January 2003)
- 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--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APRIL 1996)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN
OWNED SMALL BUSINESS CONCERNS (September 2001)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL
BUSINESS SUBCONTRACTING PLAN (SEPTEMBER 2001)
- 3.6.1-6 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEPTEMBER 2001)
- 3.6.2-2 CONVICT LABOR (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JANUARY 1998)3.6.2-13
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (JANUARY
1998)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)3.6.3-16 DRUG FREE WORKPLACE (January 2004)
- 3.10.1-3 PENALTIES FOR UNALLOWABLE COSTS (OCTOBER 1996)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-13 CHANGES--COST-REIMBURSEMENT (APRIL 1996)
- 3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS) (OCTOBER 1996)
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>		<u>NO. OF PAGES</u>
1	Statement of Work for Air Traffic		
	Instructional Support Services including:	6-19-2003	22
	Appendix A-Contract Terms/Acronyms	5-5-2006	12
	Appendix B-Support Requirement Projections	5-5-2006	13
	Appendix C-Contract Task/Subtask Description	5-5-2006	14
	Appendix D-Support Position Descriptions	5-5-2006	46
	Appendix E-Course Descriptions	5-5-2006	52
2	Department of Labor Wage Determination	5-24-2006	9
	No. 94-2431, Revision No. 27		
3	Contractor Data Requirements List		
	CDRL 001--Notice of Employment:	6-19-2006	2
	CDRL 002---Notice of Termination	6-19-2006	2
	CDRL 003--AC Form 3370-2, Contract Employee Clearance Record	6-19-2006	2
	CDRL 004--Time and Attendance Data:	6-19-2006	2
	CDRL 005--Staffing Report:	6-19-2006	2
	CDRL 006--Personnel Status Report:	6-19-2006	2
	CDRL 007--Contractor Hours Report:	6-19-2006	2
	CDRL 008--Activity Report:	6-19-2006	2
	CDRL 009--Task 1 Computer Hardware-Software Report:	6-19-2006	2
	CDRL 0010--Performance Evaluations:	6-19-2006	2
	CDRL 0011--Contract Employee Training Support Report:	6-19-2006	2
	CDRL 0012--Labor Distribution Report:	6-19-2006	2
4	Adjudicative Standards		3
5.	Performance Evaluation Plan	5-5-2006	18
6.	OMB CIRCULAR A-21	8-08-2000.....	49
7.	Sub Contracting Plan		